



INVITATION TO QUOTE

RFQ NO.	0010165584
DESCRIPTION OF GOOD/SERVICE/WORK REQUIRED:	Request for quotation on Water and Sewerage connection at Kennerth Stainbank Nature Reserve
LOCAL PRODUCTION AND CONTENT:	Only goods, works and services with a stipulated minimum threshold as applicable for local production and content will be considered The South African Bureau of Standards approved, Technical Specification Number (SATS: 1286:2011) will be used to calculate local content. Ref to SBD 6.2 Page 13 for the minimum percentage applicable for this Project
CIDB-grading	1 ME OR 1 CE Allegeable to Bid
COMPULSORY BRIEFING SESSION	Wednesday 19 October 2022(Kenneth Stainbank Nature Reserve) Time: 11:00
CLOSING DATE AND TIME	Monday, 31 October 2022 Closing Time: 11:00
QUOTATION DOCUMENTS MUST BE SUBMITTED BY E-MAIL TO	procurement@kznwildlife.com
QUOTE VALIDITY PERIOD	60 Working Days
FOR ATTENTION:	Nobuhle Magubane (033 845 1833

NAME OF BIDDER	
QUOTE PRICE	R
BIDDERS SIGNATURE	

PART A
INVITATION TO QUOTE

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE EZEMVELO KZN WILDLIFE					
RFQ NUMBER:	0010165584	CLOSING DATE:	31 October 2022	CLOSING TIME:	11:00am
DESCRIPTION	Request for quotation on Water and Sewerage connection at Kennerth Stainbank Nature Reserve				
BID RESPONSE DOCUMENTS MUST BE SUBMITTED BY E-MAIL TO:					
procurement@kznwildlife.com					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mthokozisi Phoswa		CONTACT PERSON	Bongiwe Mazibuko	
TELEPHONE NUMBER	033 845 1186		TELEPHONE NUMBER	033 845 1912	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Mthokozisi.P@kznwildlife.com		E-MAIL ADDRESS	Bongiwe.Mazibuko@kznwildlife.com	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g., company resolution)

DATE:

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have.
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favorable bid is accepted, or less favorable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative)
....., WHO

REPRESENTS (state name of bidder)CSD
Registration

Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	RFQ number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.

-
- Required by:
 - At:
.....
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
*Delivery: Firm/not firm
 - Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1. I have read and I understand the contents of this disclosure.
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 3.8.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable: or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals.
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts.
- (h) **“Proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person.
 - 2) An affidavit as prescribed by the B-BBEE Codes of Good Practice.
 - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
- (j) **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8

6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:
- 8.2 VAT registration number:
- 8.3 Company registration number:
- 8.4 TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g., transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificates, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded because of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process.
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
 - (c) cancel the contract and claim any damages which it has suffered because of having to make less favourable arrangements due to such cancellation.
 - (d) recommend that the bidder or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....
.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold %
Pipes	100%
PVC	70%
Fittings	70%
Copper Pipes	100%
Concrete	100%

3. Does any portion of the goods or services offer have any imported content?
(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP, OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

- 2.1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2.2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (Full names),
do hereby declare, in my capacity as
of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product have been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1

DATE: _____

WITNESS No. 2

DATE: _____

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.

- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.3 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.4 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.5 Where such special conditions of contract conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

8. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

9. a cashier's or certified cheque

- 9.1. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

10. Inspections, tests and analyses

- 10.1. All pre-bidding testing will be for the account of the bidder.
- 10.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 10.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 10.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 10.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 10.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 10.7. Any contract supplies may on or after delivery be inspected, tested, or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 10.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

11. Packing

- 1.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' destination and the absence of heavy handling facilities at all points in transit.
- 1.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

12. Delivery and documents

- 12.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 12.2 Documents to be submitted by the supplier are specified in SCC.

13. Insurance

- 13.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

14. Transportation

- 14.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

15. Incidental Services

- 15.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods.
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 15.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

16. Spare parts

- 16.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

17. Warranty

- 17.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 17.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 17.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 17.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 17.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

18. Payment

- 18.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 18.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 18.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 18.4 Payment will be made in Rand unless otherwise stipulated in SCC.

19. Prices

- 19.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

20. Contract amendments

- 20.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

21. Assignment

- 21.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

22. Subcontracts

- 22.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

23. Delays in the supplier's performance

- 23.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 23.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 23.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 23.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 23.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 23.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

24. Penalties

- 24.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

25. Termination for default

- 25.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2.
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 25.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 25.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 25.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose

it on the supplier.

25.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

25.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser.
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

25.6.1 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

25.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

26. Anti-dumping and countervailing duties and rights

26.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

27. Force Majeure

27.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

27.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

28. Termination for insolvency

28.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

29. Settlement of Disputes

29.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

- 29.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 29.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 29.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 29.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

30. Limitation of liability

- 30.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

31. Governing language

- 31.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

32. Applicable law

- 32.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

33. Notices

- 33.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 33.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

34. Taxes and duties

- 34.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 34.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 34.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

35. National Industrial Participation (NIP) Programmed

- 35.1 The NIP Programmed administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

36. Prohibition of Restrictive practices

- 36.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 36.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SECTION 1 - PRELIMINARIES</u>				
	<u>BILL NO 1</u>				
	<u>PRELIMINARIES</u>				
	<u>BUILDING AGREEMENT AND PRELIMINARIES</u>				
	The JBCC Minor Works Agreement (Edition 5.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described				
	The JBCC Minor Works Agreement contract data form an integral part of this agreement				
	The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Minor Works Agreement (Edition 5.2 - May 2018) shall be deemed to be incorporated in these bills of quantities, amended as hereinafter described				
	The contractor is deemed to have referred to the above-mentioned documents for the full intent and meaning of each clause				
	The clauses in the above-mentioned documents are hereinafter referred to by clause number and heading only				
	Where any item is not relevant to this agreement such item is marked N/A signifying "not applicable"				
	Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the above-mentioned documents				

	<u>PREAMBLES FOR TRADES</u>				
	The Model Preambles to all Trades (2008 Edition) published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained				

	Supplementary preambles and/or specifications are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the Model Preambles				
	The contractor's prices for all items throughout these bills of quantities shall take account of and include where applicable for all of the obligations, requirements and specifications given in the Model Preambles and in any supplementary preambles and/or specifications				
	<u>STRUCTURE OF THIS PRELIMINARIES BILL</u>				
	Section A: A recital of the headings of the individual clauses in the aforementioned JBCC Minor Works Agreement				
	Section B: A recital of the headings of the individual clauses in the aforementioned JBCC General Preliminaries				
	Section C: Any special clauses to meet the particular circumstances of the project				

	<u>PRICING OF PRELIMINARIES</u>				
	Should the contractor select Option A in the contract data for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)				
	<u>SECTION A: MINOR WORKS AGREEMENT</u>				
	<u>Interpretation (A1-A7)</u>				
1	Clause 1.0 - Definitions and interpretation				
	Contract sum				
	The contract sum to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated in the contract data				

	The contract sum shall include for all construction equipment, temporary works, services and other items and shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary				
	Pricing of bills of quantities				

	The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated on the summary page of these bills of quantities				
	Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained				
	Prices for all construction equipment, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary				
	Abbreviated descriptions				
	The items in these bills of quantities utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the contractor shall, before submission of his tender, call for a written directive from the Principal Agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of international best practice				
	Legal status of contractor				

	If the contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:				
	1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement				

	2. These persons shall notify the employer of their leader who has assigned authority to bind the contractor and each of these persons				
	3. The contractor shall not alter its composition or legal status without the prior written consent of the employer				
	F:V:T:	Item			
2	Clause 2.0 - Law, regulations and notices				
	F:V:T:	Item			
3	Clause 3.0 - Offer, acceptance and assignment				
	F:V:T:	Item			
4	Clause 4.0 - Documents				
	Value Added Tax				
	Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT)				

	Priced document as specification				
	Clause 4.3 is deemed to be deleted				
	The principal agent shall decide which portion of the priced document may be used as a specification of materials and goods or methods, if any				
	Electronic issue of drawings				
	All drawings for this project will be issued electronically and the contractor shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [4.5]				
	F:V:T:	Item			
D	Clause 5.0 - Employer's agents				
	F:V:T:	Item			
	Delegated authority				
	The authority of the principal agent to issue contract instructions [14.1] and perform duties for specific aspects of the works is delegated to agents as follows [5.2]. This does not preclude the principal agent from issuing such contract instructions:				
	<u>1. Architect</u>				

	1.1 Duties [5.2]:				
	The architect is responsible for the architectural design, functional design and quality inspection of				

	the works				
	1.2 Contract instructions [5.2; 14.1]:				
	1.2.1 Rectification of discrepancies, errors in description or quantity or omissions of items in this agreement other than in the JBCC Minor Works Agreement				
	1.2.2 Alteration to design, quality or quantity of the works provided that such contract instructions shall not substantially change the scope of the works				
	1.2.3 The site [12.0]				
	1.2.4 Compliance with the law, regulations and bylaws [2.1]				
	1.2.5 Provision and testing of samples of materials and goods and/or finishes or assemblies of elements of the works				
	1.2.6 Opening up of work for inspection, removal or reexecution				
	1.2.7 Removal or re-execution of work				
	1.2.8 Removal or substitution of any materials and goods				
	1.2.9 Protection of the works				
	1.2.10 Making good physical loss and repairing damage to the works [17.2.2]				

	1.2.11 Rectification of defects [16.4; 16.8]				
	1.2.12 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion and a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion				
	1.2.13 Expenditure of employer allowances and/or prime cost amounts				

	1.2.14 Work by direct contractors [13.0]				
	1.2.15 On suspension or termination, protection of the works, removal of construction equipment and surplus materials and goods [21.6.1]				
	F:V:T:	Item			
A	Clause 6.0 - Principal Agent				
	F:V:T:	Item			
B	Clause 7.0 - Design responsibility				
	F:V:T:.....	Item			
	Insurances and securities (A8 -A9)				

A	Clause 8.0 - Risks, indemnities and insurances				
	F: V: T:.....	Item			
B	Clause 9.0 - Securities				
	Guarantee for payment				
	The Employer shall not provide to the contractor with a guarantee for payment by virtue of the contractor submitting a tender offer, he is deemed to have waived his lien or right of continuing possession of the works [9.2]				
	Sub-clause 9.2 has been amended to read as follows: "The contractor shall waive his lien or right of continuing possession of the works."				
	Extension of waiver of lien				
	The contractor shall ensure that a waiver of lien or right of continuing possession of the works is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times [9.2]				
	F: V: T:.....	Item			
	Execution (A10 - A14)				
C	Clause 10.0 - Obligations of the employer				
	F: V: T:	Item			
A	Clause 11.0 - Obligations of the contractor				

	F:V:T:	Item			
	Office accommodation				
	The contractor shall provide, maintain and remove on practical completion air-conditioned office accommodation with suitable tables and chairs for meetings to be held on the site. Such offices shall be kept clean and fit for use at all times [11.2.5]				
	Notice board				
	The contractor shall erect in a position approved by the principal agent, maintain and remove on practical completion a notice board recommended by the South African Institute of Architects and as approved by the principal agent listing the names and logos of the employer, the contractor and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the principal agent for such notice boards to be erected [11.2.5]				
	Statutory and other notices				
	The contractor shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the works by the contractor. The contractor shall pay all deposits or fees in this regard				
	It is, however, specifically recorded that the employer shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto				

	F:V:T:	Item			
A	Clause 12.0 - Setting out				
	F:V:T:	Item			
B	Clause 13.0 - Direct contractors				
	Attendance on direct contractors				
	In respect of direct contractors, the contractor shall:				
	1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials				

	2. Allow the use of personnel welfare facilities, where provided				
	3. Provide water, lighting and single-phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation				
	4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right, while it remains erected on the site [13.1]				
	F:V:.....T:.....	Item			
A	Clause 14.0 - Contract instructions				

	Site instructions				
	Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor				
	F:..... V:..... T:.....	Item			
	Completion (A15 - A18)				
B	Clause 15.0 - Practical completion				
	F: V: T :	Item			
C	Clause 16.0 - Defects liability period and final completion				
	F: V: T:	Item			
D	Clause 17.0 - Revision of the date for practical completion				
	Substitution of materials and goods				
	The removal or substitution of any materials and goods which do not conform to the specification, or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [14.1.8; 17.1 & 2]				
	F: V:..... T:.....	Item			
A	Clause 18.0 - Penalty for late or non-completion				

	F:.....V:.....T:.....	Item			
	Payment (A19 - A20)				

B	Clause 19.0 - Payment				
	Prices submitted				
	Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing				
	F:V:T:.....	Item			
C	Clause 20.0 - Adjustment of the contract value and final account				
	Cost of claims				
	All costs incurred by the contractor in the preparation of claims shall be borne by the contractor. This provision shall not preclude an adjudicator, or an arbitrator appointed in terms of this agreement [22.5 & 6] from making a determination on costs				
	F:.....V:.....T:.....	Item			
	Suspension and termination (A21)				

A	Clause 21.0 - Suspension or termination				
	F:V:T:	Item			
	Dispute resolution (A22)				
B	Clause 30.0 - Dispute resolution				
	F:V:T:	Item			
C	Agreement				
	The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties				
	F:V:T:	Item			
D	Contract data				
	Tenderer's selections				

	Before submission of his Tender the contractor is to complete the Tenderer's selections in the contract data				
	F:V:T:	Item			
	<u>SECTION B: GENERAL PRELIMINARIES</u>				
	Definitions and interpretation (B1)				

A	Clause 1.1 - Definitions				
	F:V:T:	Item			
B	Clause 1.2 - Interpretation				
	F:V:T:	Item			
	Documents (B2)				
C	Clause 2.1 - Checking of documents				
	F:V: T:	Item			
D	Clause 2.2 - Provisional bills of quantities				
	F:V:T:	Item			
E	Clause 2.3 - Availability of construction information				
	F:V:T:	Item			
F	Clause 2.4 - Ordering of materials and goods				
	F:.....V:.....T:.....	Item			
	Previous work and adjoining properties (B3)				
G	Clause 3.1 - Previous work - dimensional accuracy				
	F:.....V:.....T:.....	Item			

A	Clause 3.2 - Previous work - defects				
	F:V:T:	Item			
B	Clause 3.3 - Inspection of adjoining properties				
	F:V:T:	Item			
	The site (B4)				
C	Clause 4.1 - Handover of site in stages	Item			
	F:V:T:	Item			

D	Clause 4.2 - Enclosure of the works				
	F:V:T:	Item			
E	Clause 4.3 - Geotechnical and other investigations				
	F:V:T:	Item			
F	Clause 4.4 - Encroachments				
	F:V:T:.....	Item			
G	Clause 4.5 - Existing premises occupied				
	F:.....V:.....T:.....	Item			
H	Clause 4.6 - Services - known				

	F:V:T:	Item			
	Management of contract (B5)				
A	Clause 5.1 - Management of the works				
	F:V:T:	Item			
B	Clause 5.2 - Progress meetings				
	F:V:T:	Item			
C	Clause 5.3 - Technical meetings				
	F:V:T:	Item			
	Samples, shop drawings and manufacturer's instructions (B6)				
D	Clause 6.1 - Samples of materials All material samples and colour samples must be submitted to the Principal Agent for selections and approval of the colour, shape and finish including mechanical, electrical and plumbing equipment that will be visible. The samples shall be provided in A4 size unless otherwise agreed. General samples shall be provided for Principal Agent/Employer to choose from each type of finish The Principal Agent/Employer may reject all or part of the submitted samples and request for additional selections if the first submission are not acceptable All samples must be kept in a sample room to be provided by the contractor for reference Sample Board: The contractor shall provide a board(s) of approved samples and make available one set at the site (sample room) and one for the Employer				

	F:..... V:..... T:.....	Item			
E	Clause 6.2 - Workmanship samples				
	F:..... V:..... T:.....	Item			
F	Clause 6.3 - Shop drawings				
	F:..... V:..... T:.....	Item			
G	Clause 6.4 - Compliance with manufacturer's instructions				
	F:..... V:..... T:.....	Item			
	Deposits and fees (B7)				
A	Clause 7.1 - Deposits and fees				
	F:..... V:..... T:.....	Item			
	Temporary services (B8)				
B	Clause 8.1 - Water				
	F:..... V:..... T:.....	Item			
C	Clause 8.2 - Electricity				
	F:..... V:..... T:.....	Item			

D	Clause 8.3 - Ablution and welfare facilities				
	F:..... V:..... T:.....	Item			
E	Clause 8.4 - Communication facilities				
	F:..... V:..... T:.....	Item			
	Prime cost amounts (B9)				
F	Clause 9.1 - Responsibility for prime cost amounts				
	F:..... V:..... T:.....	Item			
	Attendance on subcontractors (B10)				
G	Clause 10.1 - General attendance				
	F:..... V:..... T:.....	Item			
A	Clause 10.2 - Special attendance				
	F:..... V:..... T:.....	Item			

	General (B11)				
B	Clause 11.1 - Protection of the works				
	F:..... V:..... T:.....	Item			
C	Clause 11.2 - Protection/isolation of existing works and works occupied in sections				

	F:..... V:.....T:.....	Item			
D	Clause 11.3 - Security of the works				
	F:..... V:.....T:.....	Item			
E	Clause 11.4 - Notice before covering work				
	F:..... V:.....T:.....	Item			
F	Clause 11.5 - Disturbance				
	Disturbance				
	All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the construction period or contract value whatsoever				
	F:..... V:.....T:.....	Item			
A	Clause 11.6 - Environmental disturbance				
	Controlling all forms of pollution				

	The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the site during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc				

	The contractor is to ensure that all roads which border the site and are used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works				
	F:..... V:..... T:.....	Item			
B	Clause 11.7 - Works cleaning and clearing				
	F:..... V:..... T:.....	Item			
A	Clause 11.8 - Vermin				
	F:..... V:..... T:.....	Item			
83	Clause 11.9 - Overhand work				
	F:..... V:..... T:.....	Item			
84	Clause 11.10 - Tenant installations				
	F:..... V:..... T:.....	Item			

85	Clause 11.11 - Advertising				
	F:..... V:.....T:.....	Item			
	<u>SECTION C: SPECIFIC PRELIMINARIES</u>				
86	Warranties for materials and workmanship				
86	Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or executing the work and shall deliver same to the principal agent on final completion of the contract				
86	The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of practical completion and that any defects that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written notice to do so				
86	The warranty will not be enforced if the work is damaged by defects in the execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor				
95	F:..... V:.....T:.....	Item			

87	Overtime				
87	Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the contractor unless the principal agent has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the				

	employer				
95	F:..... V:..... T:.....	Item			
88	Cooperation of the contractor for cost management				
88	It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the contract value does not exceed the budget				
95	F:..... V:..... T:.....	Item			
88	Overloading				
88	The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works eg scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense				
95	F:..... V:..... T:.....	Item			
88	Propping of floors below				

88	The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor				
95	F:..... V:..... T:.....	Item			
88	Testing of flat roof waterproofing for watertightness				

88	Flat roof waterproof areas shall be flooded and kept "ponded" for at least forty-eight (48) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing				
95	F:..... V:..... T:.....	Item			
88	Testing of flat roof waterproofing for watertightness				
88	Flat roof waterproof areas shall be flooded and kept "ponded" for at least forty-eight (48) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing				
95	F:..... V:..... T:.....	Item			

88	Health and safety				
88	Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [2.1]				
95	F:.....V:.....T:.....	Item			
	The contractor shall:				
	1. Comply with the health and safety specification for the works				
	2. Prepare and agree with the health and safety consultant the health and safety plan for the works				
	3. Cooperate with the health and safety consultant in all respects				
	4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification				

	5. Conform to the conditions contained in the employer's health and safety specification				
	F:..... V:..... T:.....	Item			
	Broad based black economic empowerment (BBBEE)				
	Tenders submitted will be evaluated taking into account their empowerment rating				
	The employer will be monitoring the broad based black economic empowerment (BBBEE) status of the contractor throughout the execution of the works				
	The contractor is to submit to the principal agent on an annual basis a schedule of spend, split into vendors engaged as subcontractors and suppliers indicating their BBBEE rating including proof of the said rating				
	F:..... V:..... T:.....	Item			
88	Advertising rights				
	The employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The contractor shall not prevent such an arrangement and will assist in the facilitation of same. The position and type of advertising structure to be agreed with the principal agent so as not to hinder the contractor in meeting his obligations under this agreement				

	F:.....V:.....T:.....	Item			
88	Confidentiality				
	The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works				
	No information regarding this project shall be published or disclosed without the prior written consent of the employer				
95	F:.....V:.....T:.....	Item			
88	Media releases				
	All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the employer				
	The contractor together with his subcontractors shall not, without the prior written consent of the employer, cause any statement or advertisement connected with this project to be printed, screened or aired by the media				
95	F:.....V:.....T:.....	Item			

90	<p>Precontract Engagement Contractors shall be engaged prior to issuance of site possession to facilitate all necessary precontract work which shall include the construction work permit application, procurement of specialist sub-contractors, finalisation of contract and any design coordination between the contractor and the professional team. Contractors will be required to make the necessary allowances for such work during this period as no claims for additional preliminaries will be entertained</p> <p>F:.....V:.....T:.....</p>	Item			
	SUMMARY OF CATEGORIES				
	Category : Fixed R.....				
	Category : Value R.....				
	Category : Time R.....				
	Total for Preliminaries carried to Final Summary				

Item	Description	Unit	Qty	Rate	Amount
	<u>SECTION NO. 2:</u>				
	<u>EXTERNAL WORKS</u>				
	<u>BILL NO. 1: PLUMBING AND DRAINAGE (PROVISIONAL)</u>				
	<u>STANDARD PREAMBLES</u>				
	The Tenderer is referred to the "Model Preambles for Trades (2008 Edition) and the Supplementary Preambles" and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	<u>General:</u>				
	Pipes shall be firmly fixed to walls etc with coloured nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturer's instructions.				
	Reducers shall include jointing to pipes with PVC rubber ring double Z joint couplers and reduces shall be of sufficient overall length to accommodate same.				
	All pipes shall be jointed and fixed strictly in accordance with the manufacturer's instructions.				
	<u>PVC pipes and fittings:</u>				
	Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings.				
	Soil, waste and vent pipes and fittings shall be solvent weld jointed.				
	PVC pressure pipes and fittings:				

	Pipes for water supply shall be of the class stated.				
	Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings.				
	Pipes of 50mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints.				

	Copper pipes:				
	Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled halfhard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be 'Cobra Watertech' type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground.				
	Carried Forward				
	Brought Forward				
	Fixing of pipes:				
	Unless specifically otherwise stated, descriptions of pipes shall be deemed to include for fixing to walls etc. casting in, building in or suspending not exceeding 1m below suspension level.				
	Unless specifically otherwise stated, descriptions of pipes shall FURTHER deemed to include for chasing into new walls etc.				
	Reducing fittings:				

	Where fittings have reducing ends or branches, they are described as 'reducing'. In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the Contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained.				
	View site:				
	Before submitting his tender the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials salvageable from the alterations. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained				

	Stormwater channels				
	Descriptions of channels shall be deemed to include necessary excavation, surface preparation, compaction, etc, and disposal of surplus material on site				
	Carried Forward				
	Brought Forward				
	<u>SOIL DRAINAGE</u>				
1	Excavation not exceeding 1m deep including all necessary backfilling, risk of collapse, keeping excavations free of water, etc.	m3	40		
2	Extra over excavation in soft rock	m3	12		

3	Unreinforced concrete bedding under pipes	m3	1		
	Class 10 uPVC pressure pipes on class B bedding:				
4	50mm Pipes laid in trenches.	m	110		
	Extra over uPVC pipes for uPVC solvent welded pressure fittings:				
5	110mm Bend.	No.	2		
6	110mm x 50mm Junction.	No.	2		
7	110mm x 50mm Reducing junction.	No.	2		
8	110mm x 50mm Access reducing junction.	No.	2		
9	110mm Rodding eye.	No.	2		
10	110mm Overflow gulley head.	No.	2		
	uPVC gulleys:				
11	110mm Dished gulley not exceeding 750mm deep.	No.	1		
	Inspection chambers (covers elsewhere):				
12	Inspection chamber 600 x 600mm and not exceeding 750mm deep internally.	No.	2		
	Gratings, covers, etc:				

13	750mm Diameter x 125mm thick precast concrete removable cover and slab with steel edges.	No.	2		
	<u>WATER SUPPLIES</u>				
	Class 2 high density polyethylene pipes:				

15	40mm Pipes laid in and including trenches.	m	120		
	Extra over polyethylene pipes for compression fittings:				
16	40mm Fittings.	No.	4		
17	40mm Tee	No.	4		
18	40mm Reducing tee	No.	3		
	Carried To Final Summary				

	FINAL SUMMARY				
1	Preliminary and General		Item		
2	Builders Work		Item		
	Sub Total				
	10% Contingency				
	Provide the sum of 10% for contingencies to be used as directed and deducted in whole or in part if not required by the Project Manager.		Item		
	Sub Total (Excl. Contingencies)				
	Sub Total				
	Tax (15%)				
	Carried To Form of Offer				