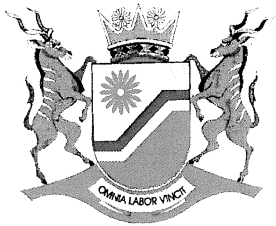


MPUMALANGA PROVINCIAL GOVERNMENT



**DEPARTMENT OF CO-OPERATIVE GOVERNANCE,
HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS**

BID NUMBER: COGHSTA/004/25/MP

**APPOINTMENT OF A SERVICE PROVIDER FOR
THE INSTALLATION OF FENCING AND PAVING
AT MASHILANE TRADITIONAL COUNCIL
OFFICES IN THABA CHWEU LOCAL
MUNICIPALITY IN MPUMALANGA PROVINCE**

ISSUED BY:
Department of Co-operative Governance, Human Settlements & Traditional Affairs
Private Bag X11328
Mbombela
1200

NAME OF BIDDER:
TOTAL BID PRICE (all inclusive) :
(Also in words):
.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS					
BID NUMBER:	COGHSTA/004/25/IMP	CLOSING DATE:	25 AUGUST 2025	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION OF FENCING AND PAVING AT MASHILANE TRADITIONAL COUNCIL OFFICES IN THABA CHWEU LOCAL MUNICIPALITY IN MPUMALANGA PROVINCE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE , The Provincial Treasury, R40 Road, Bakoen Business Complex, Bushbuckridge, MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , The Provincial Treasury no. 17 Lorenzo Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini 1192. SIYABUSWA Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa 0472					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. R.S Motsilanyana		CONTACT PERSON	Mr. J. Mbedzi	
TELEPHONE NUMBER	013 766 6426		TELEPHONE NUMBER	076 257 7978	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	rsmotsilanyana@mpg.gov.za		E-MAIL ADDRESS	jimmymbedzi@gmail.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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ 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, 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:

**APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION OF FENCING AND PAVING AT
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The Model Preambles for Trades (2008 edition) as 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

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1. BACKGROUND

Mpumalanga Province under the Department of Co-Operative Governance Human Settlements and Traditional Affairs (COGHSTA) has assessed the Three (03) Traditional Council offices: i.e. Mashilane, Sethlare and Thabakgolo in the three districts of Mpumalanga province and established the need for the installation of invisible fencing and paving.

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COGHSTA's objective is to ensure that the newly built and existing traditional council offices in the province are secured. It is to ensure that all traditional council offices are well secured with the high quality of security fencing.

2. PROJECT LOCATION AND ACCESS

2.1 Locality

The sites are situated in Mashilane, within the Thabachweu municipalities of Ehlanzeni districts of Mpumalanga province.

2.2 Access to site

The contractor shall be responsible for the maintenance and re-instatement of damage caused by him or his agents / deliveries during the construction activities. No damage to flora or fauna located outside the limits of the site will be permitted in this contract. The contractor should take cognisance of the aforementioned items concerning the environment and allow for any costs in his BID under the relevant section in the Bill of Quantities.

Incidental intrusion into private property shall not be permitted without the owner has written authority. Any such agreement reached with a private landowner (occupier) shall include the provision that any material or equipment on that site shall remain the exclusive property of the Employer in terms of the contract.

3. SCOPE OF WORKS

Details of works

Scope of refurbishment works entails all works as per the attached Bill of quantity for each traditional council, which may include but not limited to the following:

- Installation of invisible fence / Clear vu fencing
- Paving around the office building
- Entrance feature
- Any other as per the bill of quantity

PLEASE NOTE: DETAILED QUANTIITIES ARE ON THE ATTACHED BILL OF QUANTITIES, SERVICE PROVIDERS SHOULD TAKE NOTE OF THE DELIVERY POINT DURING PRICING.

4. EQUIPMENT REQUIRED (attach proof)

4.1 Plant and Equipment

No specialised significant equipment needed.

4.2 Labour

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It is expected that the Contractor shall source labour from the local community for all general labour requirements.

5. DELIVERY PERIOD

It is expected that the work under this contract be completed in a period of three (3) months after appointment. Contractors that wish to offer different completion periods should indicate so in their bid/BID. Such a different completion period will be taken into account during bid evaluation.

6. MONITORING

Bidders are to note that the COGHSTA has appointed Consulting Engineers to carry out monitoring and evaluation of works. All payment claims are to be certified by the appointed engineer, before payment can be effected. The payment will be issued once all work has been completed, tested and commissioned to full satisfaction of the Engineer. No part payment will be allowed in this contract upon receipt of approval from project manager and delegated officials by COGHSTA. The successful service provider will be responsible for the full spectrum of supply, delivery, setting out, construction, quality control, and testing and defects attendance services. A defects liability period of 6 months will be applicable in this project. As a result, 5% retention security will only be released upon achieving practical completion and remaining 5% be released 6 months later upon achieving completion and completion of defects liability period or on any other conditions, which may be deemed necessary by COGHSTA.

7. STANDARDISED SPECIFICATIONS

The Model Preambles for Trades (2008 edition) as 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

The SANS Standardised Specifications for Civil Engineering Works are also applicable

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 1200 A - General

SANS 2001-CM1 - Building work

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 10396: 2003: Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures

SANS 1914-1 to 6 (2002): Targeted Construction Procurement

SANS 1921 – one (2004): Construction and Management Requirements for Works Contracts

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Part 1: General Engineering and Construction Works and where accommodation of traffic is involved:

ALL THE ABOVE MENTIONED STANDARDS ARE APPLICABLE IN THIS CONTRACT. A BIDDER SHOULD GET HIS OWN COPIES OF THE ABOVE DOCUMENTATION.

8.0 GENERAL TERMS AND CONDITIONS

8.1 The preferential point system (specific goals) shall apply. A contract will be allocated to points in accordance with the Preferential Procurement Policy Framework Act. (Act No 5 of 2000) and as defined in the Conditions of Tender in the tender document, read in conjunction with the Preferential Procurement Policy regulations 2022. Where a maximum of 80 points will be allocated in respect of price and 20 points in respect of targeted goals. Tenderers must have the necessary skills, experience and capacity to perform the required work.

8.2 **The JBCC Series 2000 Principal Building Agreement (July 2007 Edition 5 – Reprint)** prepared by the Joint Building Contracts Committee shall be the applicable Building agreement.

8.3 All costs incurred in the preparation and presentation of the tender document shall be wholly absorbed by the bidder. Supporting documentation submitted with the tender will become the property of the Mpumalanga Provincial Government unless otherwise requested by the bidder at the time of submission and approved by COGHSTA.

8.4 The tender should include a client reference list with contact details and a brief but succinct description of each service delivery project undertaken at the client sites.

8.5 Compulsory site briefing sessions will be conducted as per the tender advert on the bulletin.

9. EVALUATION CRITERIA

The bid will be evaluated in accordance with the Preferential Procurement Policy Framework, (PPPFA) 2000 (Act 5 of 2000) and the revised Preferential Procurement Regulations 2022 (PPR) together with the applicable Procurement policy, relevant Legislations and Instruction Note(s). (80 points for price and 20 points for the applicable specific goal specified

The Evaluation process comprises of the following phases:

9.1. Phase I: Initial screening process

During this phase, bids will be reviewed to determine compliance with the following:

9.1.1. All SBD forms should be fully completed and signed

9.1.2. A written and signed undertaking by bidder clearly indicating commitment to use local labour at each work site (sworn affidavit)

9.1.3. Fully completed and signed Bill of Quantities (BOQ),

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9.1.4. Signed Joint Venture Agreement and Power of Attorney in case of Joint Ventures;

9.1.5. Company Profile, including previous contract work done, value of the work and contactable references per contract.

9.1.6. Must have completed at least three (3) or One for R500 000.00 and above Refurbishment or Building Projects and or paving and fencing within the past 3 Years (attach proof: orders or appointment letters and or Completion Certificates)

9.1.7. Valid COIDA certificate issued by Department Of Labour

9.1.8. Certificate of Contractor Registration issued by the Construction Industry Development Board. Where a service provider satisfies CIDB Contractor grading designation requirements through Joint Venture formation, such service providers must submit the Certificates of Contractor Registration in respect of each partner. Must have Minimum required CIDB Grading for the Quotation Total value threshold and class(s) of Works. **(Minimum CIDB Grading 3GB or Higher)**

9.1.9. All bidders must be registered with the Central Supplier Database (CSD) failure to do so will be automatically disqualified

9.1.10. **EVALUATION CRITERIA**

Phase II: Functionality evaluation as per attached Terms of Reference

a) Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference

b) Bidders must as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring for the respective bids will evaluate and score all bids based on their submissions and the information provided.

c) Bidders will not rate themselves but need to ensure that all information is supplied as required.

a) The Bid Evaluation committee (**BEC**) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.

b) The panel members will individually evaluate the responses received against the following criteria as set out below:

FUNCTIONALITY (TECHNICAL)

The table below lists the returnable schedules that set out the scoring criteria and sub criteria, and the percentage weighting for the score achieved against the relevant schedule to be used for functionality.

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1	EXPERIENCE IN THE INDUSTRY: SUCCESSFULLY COMPLETED WITH COMPLETION CERTIFICATES Points are not cumulative	Maximum Points = 40								
	Experience of Contractor in Building Industry and reference letters Building Infrastructure Projects successfully completed will be scored as follows: <i>(Submit a list of all projects completed with contact details and Completion Certificates for bidders respective CIDB grade)</i> A copy of the Completion Certificate per project is to be attached in order to claim points during the evaluation process. Failure to submit the above will result in no points being allocated during pre-qualification.	<table><tr><td>R3m Projects</td><td>40 Points</td></tr><tr><td>R2m Projects</td><td>20 Points</td></tr><tr><td>R1m Projects</td><td>10 Points</td></tr><tr><td>Less than R1m Projects</td><td>5 Points</td></tr></table>	R3m Projects	40 Points	R2m Projects	20 Points	R1m Projects	10 Points	Less than R1m Projects	5 Points
R3m Projects	40 Points									
R2m Projects	20 Points									
R1m Projects	10 Points									
Less than R1m Projects	5 Points									
2	HUMAN RESOURCES – Professional Team Points are not cumulative (CV to be attached) N/B: Professional Key Personnel are required for the duration of the project. For each personnel must be a fully completed and shortened CV for each Key Personnel Member submitted. Each CV should be structured under the following headings: 1. Personal particulars Name, Date and place of birth Place(s) of tertiary education and dates associated therewith. 2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations) 3. Overview of post graduate experience (year, organization and position) 4. Outline of recent and current assignments / experience that has bearing on the required service and extent of involvement of this project 5. Contact references	Maximum Points= 20 (a + b +c +d) Equal Distribution of 5 each as maximum								
	(a) Civil Engineer - Professional Registration with (ECSA) (CV and certified copies to be submitted) (b) Health and Safety Officer – (Diploma/Samtrac) (CV and certified copies to be submitted) (c) Site Agent/Foreman –(N6/Diploma in built environment) (CV and certified copies to be submitted) (d) Construction Project Manager - Professional Registration(SACPCMP) (CV and certified copies to be submitted)	<table><tr><td>5Years & above=5</td></tr><tr><td>3 to 5 Years=4</td></tr><tr><td>2 to 3 Years =3</td></tr><tr><td>1 to 2 years =2</td></tr><tr><td>Less than 1 year=1</td></tr></table>	5Years & above=5	3 to 5 Years=4	2 to 3 Years =3	1 to 2 years =2	Less than 1 year=1			
5Years & above=5										
3 to 5 Years=4										
2 to 3 Years =3										
1 to 2 years =2										
Less than 1 year=1										
3	Locality Points are not cumulative	Max Points = 10								

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	This is in respect to the area where the company's head office or main address is located, e.g. local municipality within a District	1. District – 10 points 2. Mpumalanga Province – 6 points 3. National (RSA) – 3 points	10 Points 0 Points
4	Financial Resources of contractor - Bank Rating Code Letter Points are not cumulative		Max Points = 10
	Financial Resources of contractor - Bank Rating Letter	Grade A=10 Grade B=8 Grade C=6 Grade D=3 Grade E=1	
6	Proof of Plant Hire or Ownership Points are not cumulative		Max Points = 20
	Proof of Plant and Equipment (TLB (5), Tipper Truck (5), Plant Compactor (5), Water Bowser ((5) available owned/hired (certified copies of registration certificates, written agreement in case of hire/rent) by the Bidder Attach Copies of Plant and Equipment Certificates in the name of Company or Director or intent letter/Agreement with copies of Certificates in case of hire points not cumulative	Tipper Truck TLB Water Tanker Plate Compactor	5 points 5 points 5 points 5 points

TOTAL FUNCTIONALITY POINTS	100 POINTS
-----------------------------------	-------------------

NB: It is the responsibility of the Service Provider to ensure that the following key information is in order on CSD to avoid disqualification during the evaluations:

9.1.15.1 The Business registration status

9.1.15.2 Bid restrictions and defaulters status

9.1.15.3 Identification number and the service of the state status

Phase II: Local Production and Content Calculation

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All bidders who passed the first phase will be evaluated on the correctness and completeness of the SBD 6.2 Annexure C of the Local Production and content

The following items are part of the BOQ and are designated according to the Department of Trade, Industry and Competition.

No	Designated items	Designated percentage
1	Construction Material and Components	100%
2	Cement	100%
3	Prefabricated Steel	100%
4	Joining/Connecting Components	100%
5	Fasteners	100%
6	Wire Products	100%
7	Electrical cables	90%
8	Steel value added products	100%

- A bidder who will score below the stipulated percentage must have an exemption letter from DTIC that they are allowed to be further evaluated on functionality even if they have scored below the stipulated percentage.
- A bidder must calculate each item separately as per the Guidance Document for the Calculation for Local Content (attached)The instruction notes from National Treasury are attached as a guidance on all designated sectors
- The exchange rate to be used for the calculation of local production and content will be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid; and only the South African Bureau of Standard (SABS) approved technical specification number SATS 1286; 2011 must be used to calculate local content.
- The local content (LC) expressed, as a percentage of the bid price must be calculated in accordance with the following formula, which must be disclosed in the bid documentation:

$$LC = \frac{(1-X)}{Y} * 100$$

Y

Where

X is the imported content in Rand

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

- Prices referred to in the determination of x will be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12:00 on the date of advertisement of the bid.
- The SABS approved technical specification number SATS 1286:2011 and the Guidance of the calculation of local together with the Local Content Declaration Templates (Annexure C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annexure C) and E (Local Content Declaration: Supporting Schedule to Annexure C) are accessible to all potential bidders on the dti's official website: [http://www.thedit.gov.za/industrial development/ip.jsp](http://www.thedit.gov.za/industrial%20development/ip.jsp) at no cost.

Failure to submit or adhere to the above will lead to automatic disqualification.

9.2 Phase II: Price / Financial stage and Specific Goals Points

80/20 preference point system is used for acquisition of goods or services with Rand value equal to or below R50 million

9.2(1) The following formula will be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

$$P_s = 80 (1 - \frac{P_t - P_{min}}{P_t})$$

P min

Where

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{min} = Price of lowest acceptable tender.

(9.2.2). a maximum of 20 points will be awarded based on evidence provided to a tenderer for the specific goal specified as indicated below;

SPECIFIC GOALS POINTS ALLOCATION	WEIGHTING 80/20	SUPPLIER SCORE
HDI Ownership		
• Locality Mpumalanga province-municipality within which the traditional council is	11	

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situated-attach proof of business address		
• Woman	3	
• Disabled	3	
• Youth	3	
Total Points	20	

NB proof to be attached where applicable

(9.2.3) the points scored for the specific goal will be added to the points scored for price and the total to be rounded off to the nearest two decimal places.

(9.2.4) Subject to section 2(1) (f) of the Act, the contract will be awarded to the tenderer scoring the highest points.

9.3 The Department reserves the right to arrange contracts with more than one contractor.

9.4 The Department reserves the right not to appoint if it deemed this non responsive

9.5 The Department reserve the right to appoint a service provider with Negotiated Rates

9.6 In the event of contradiction of statement between this specification and BID, the specification and Bill of quantity details will prevail.

10. RIGHT OF THE DEPARTMENT TO INVESTIGATE AND SEEK CLARIFICATION

The Department may at its sole discretion, seek clarification, during the process. In the process of clarification, no change in the substance of the Functionality Section or in the Financial Section shall be sought, offered or permitted. The Department shall seek all clarifications in writing and the Bidders responses shall also be in writing. Without limiting the generality above, the Department may, in its sole discretion;

- Investigate evidence of the ability and experience of a Bidder under consideration, including joint venture partners, proposed subcontractors, and parties otherwise related to the Bidder or the Bidder's Proposal; and requires or seeks out confirmation from other parties of information furnished by a Bidder.

11. BILL OF QUANTITIES

The bill of quantity is attached and must be fully completed and signed by service provider

12. ENQUIRIES AND CLOSING DATE

The tender validity is 120 days.

Technical Enquiries in connection with this request for quotation should be directed to:

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Consultants

Contact: Mr. J Mbedzi

Contact

No: 076 257 7978 / 076 295 3313

Email: jimmybedzi@gmail.com

Administrative enquires in connection with this request should be directed to:

Contact: Ms. R.S Motsilanyana

Tell: 013 766 6424

E-mail: rsmotsilanyana@mpg.gov.za

The closing date for submission is as stated on the advert

Bids should be delivered to the addresses as they appear on the tender bulletin.

13 ANNEXURES

13.1. Annexure 1: BID with SDB forms and annexure C

13.2 Annexure 2: Bill of Quantities

ITEM NO	DESCRIPTION	UNIT	SCHEDULED QUANTITY	RATE	TOTAL AMOUNT
	BILL NO. 1 PRELIMINARIES	H1			
	BUILDING AGREEMENT AND PRELIMINARIES	H2			
	The JBCC Principal Building Agreement (Edition 5 - July 2007 reprint 1) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described				
	The JBCC Principal Building Agreement contract data form an integral part of this agreement				
	The ASAQS General Preliminaries published November 2007 edition for use with the JBCC Principal Building Agreement (Edition 5 - July 2007) 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				
	PREAMBLES FOR TRADES	H2			
	The General Preambles for Trades 2008 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated descriptions utilised in these bills of quantities by inter alia referring to SANS construction standards.				
	The General Preambles for Trades 2008 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 General 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 General 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 General Preambles and in any supplementary preambles and/or specifications				
	STRUCTURE OF THIS PRELIMINARIES BILL	H2			
	Section A : A recital of the headings of the individual clauses in the aforementioned JBCC Principal Building 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				

ITEM NO	DESCRIPTION	UNIT	SCHEDULED QUANTITY	RATE	TOTAL AMOUNT
	PRICING OF PRELIMINARIES	H2			
	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)				
	SECTION A: PRINCIPAL BUILDING AGREEMENT	H2			
	Interpretation (A1-A7)	H3			
1	Clause 1.0 - Definitions and interpretation	CONT			
	Pricing of bills of quantities	CONT			
	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	CONT			
	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	CONT			
	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	CONT			
	Abbreviated descriptions	CONT			
	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	CONT			
	Legal status of contractor	CONT			
	If the contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:	CONT			
	1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement	CONT			
	2. These persons shall notify the employer of their leader who has assigned authority to bind the contractor and each of these persons	CONT			
	3. The contractor shall not alter its composition or legal status without the prior written consent of the employer	CONT			
	F:..... V:..... T:.....	Item			
2	Clause 2.0 - Law, regulations and notices	CONT			

ITEM NO	DESCRIPTION	UNIT	SCHEDULED QUANTITY	RATE	TOTAL AMOUNT
	User note	H4			
	Insert the following for residential developments only The cost to the employer of the NHBRC levies mentioned below is to be conveyed to the employer in order to present an overall building cost ? NHBRC levies The employer shall allow for and pay any levies required by the National Home Builders Registration Council (NHBRC). The contractor warrants that he is registered and will maintain registration with the NHBRC for the duration of this agreement [2.1] ?	CONT			
	F:..... V:..... T:.....	Item			
3	Clause 3.0 - Offer and acceptance F:..... V:..... T:.....	Item			
4	Clause 4.0 - Cession and assignment F:..... V:..... T:.....	Item			
5	Clause 5.0 - Documents	CONT			
	Value Added Tax	CONT			
	Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT)	CONT			
	? Priced document as specification Clause 5.4 is deemed to be deleted	CONT			
	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 ?	CONT			
	User note	H4			
	Insert the following where applicable ? 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 [5.6] ?	CONT			
	F:..... V:..... T:.....	Item			
6	Clause 6.0 - Employer's agents	CONT			
	User note	H4			
	Delegated authority may be dealt with in B 5.0 of the contract data. Insert in the contract data "Refer to Bill No. 1 (Preliminaries)" should it be dealt with in Bill No. 1	CONT			
	? Delegated authority	CONT			
	The authority of the principal agent to issue contract instructions [17.1] and perform duties for specific aspects of the works is delegated to agents as follows [6.2]. This does not preclude the principal agent from issuing such contract instructions: ?	CONT			
	User note	H4			
	Add delegated authority as may be required for other relevant consultants not listed hereinafter	CONT			
	? 1. Architect	CONT			
	User note	H4			

ITEM NO	DESCRIPTION	UNIT	SCHEDULED QUANTITY	RATE	TOTAL AMOUNT
	Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent	CONT			
	Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA	CONT			
	1.1 Duties [6.2] : The architect is responsible for the architectural design, functional design and quality inspection of the works	CONT			
	1.2 Contract instructions [6.2; 17.1] :	CONT			
	1.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement	CONT			
	1.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works	CONT			
	1.2.3 The site [13.0]	CONT			
	1.2.4 Compliance with the law, regulations and bylaws [2.1]	CONT			
	1.2.5 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works	CONT			
	1.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]	CONT			
	1.2.7 Removal or re-execution of work	CONT			
	1.2.8 Removal or substitution of any materials and goods	CONT			
	1.2.9 Protection of the works	CONT			
	1.2.10 Making good physical loss and repairing damage to the works [23.2.2]	CONT			
	1.2.11 Rectification of defects [21.2]	CONT			
	1.2.12 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion	CONT			
	1.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums	CONT			
	1.2.14 Appointment of a subcontractor [14.0; 15.0]	CONT			
1.2.15	Work by direct contractors [16.0]	CONT			
	1.2.16 On suspension or termination, protection of the works, removal of construction equipment and surplus materials and goods [29.0] ?	CONT			
	? 2. Quantity surveyor	CONT			
	User note	H4			
	Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent	CONT			

ITEM NO	DESCRIPTION	UNIT	SCHEDULED QUANTITY	RATE	TOTAL AMOUNT
	2.1 Duties [6.2] : The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the works	CONT			
	2.2 Contract instructions [6.2; 17.1] :	CONT			
	2.2.1 No contract instructions delegated to the quantity surveyor ?	CONT			
	? 3. Civil and structural engineer	CONT			
	User note	H4			
	Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent	CONT			
	Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA	CONT			
	3.1 Duties [6.2] : The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality inspection of the works	CONT			
	3.2 Contract instructions [6.2; 17.1] :	CONT			
3.2.1	Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement	CONT			
3.2.2	Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works	CONT			
3.2.3	The site [13.0]	CONT			
3.2.4	Compliance with the law, regulations and bylaws [2.1]	CONT			
3.2.5	Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works	CONT			
3.2.6	Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]	CONT			
3.2.7	Removal or re-execution of work	CONT			
3.2.8	Removal or substitution of any materials and goods	CONT			
3.2.9	Protection of the works	CONT			
3.2.10	Making good physical loss and repairing damage to the works [23.2.2]	CONT			
3.2.11	Rectification of defects [21.2]	CONT			
3.2.12	A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion	CONT			
3.2.13	Expenditure of budgetary allowances, prime cost amounts and provisional sums ?	CONT			
	? 4. Mechanical engineer	CONT			
	User note	H4			
	Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent	CONT			

ITEM NO	DESCRIPTION	UNIT	SCHEDULED QUANTITY	RATE	TOTAL AMOUNT
	Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA	CONT			
	4.1 Duties [6.2] : The mechanical engineer is responsible for all aspects of mechanical engineering design and quality inspection of the works ? and, where appointed by the employer for quantity surveying services in respect of the mechanical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions	CONT			
	4.2 Contract instructions [6.2; 17.1] :	CONT			
4.2.1	Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement	CONT			
4.2.2	Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works	CONT			
4.2.3	Compliance with the law, regulations and bylaws [2.1]	CONT			
4.2.4	Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works	CONT			
4.2.5	Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]	CONT			
4.2.6	Removal or re-execution of work	CONT			
4.2.7	Removal or substitution of any materials and goods	CONT			
4.2.8	Protection of the works	CONT			
4.2.9	Making good physical loss and repairing damage to the works [23.2.2]	CONT			
4.2.10	Rectification of defects [21.2]	CONT			
4.2.11	A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion	CONT			
4.2.12	Expenditure of budgetary allowances, prime cost amounts and provisional sums ?	CONT			
	? 5. Electrical engineer	CONT			
	User note	H4			
	Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent	CONT			
	Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA	CONT			
	5.1 Duties [6.2] : The electrical engineer is responsible for all aspects of electrical engineering design and quality inspection of the works ? and, where appointed by the employer for quantity surveying services in respect of the electrical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions	CONT			
	5.2 Contract instructions [6.2; 17.1] :	CONT			
5.2.1	Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement	CONT			

ITEM NO	DESCRIPTION	UNIT	SCHEDULED QUANTITY	RATE	TOTAL AMOUNT
5.2.2	Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works	CONT			
5.2.3	Compliance with the law, regulations and bylaws [2.1]	CONT			
5.2.4	Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works	CONT			
5.2.5	Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]	CONT			
5.2.6	Removal or re-execution of work	CONT			
5.2.7	Removal or substitution of any materials and goods	CONT			
5.2.8	Protection of the works	CONT			
5.2.9	Making good physical loss and repairing damage to the works [23.2.2]	CONT			
5.2.10	Rectification of defects [21.2]	CONT			
5.2.11	A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion	CONT			
5.2.12	Expenditure of budgetary allowances, prime cost amounts and provisional sums ?	CONT			
	? 6. Wet services engineer	CONT			
	User note	H4			
	Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent	CONT			
	Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA	CONT			
	6.1 Duties [6.2] : The wet services engineer is responsible for all aspects of wet services engineering design and quality inspection of the works	CONT			
	6.2 Contract instructions [6.2; 17.1] :	CONT			
6.2.1	Rectification of discrepancies, errors in description or quantity or omission of items in the agreement	CONT	-		
6.2.2	Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works	CONT			
6.2.3	Compliance with the law, regulations and bylaws [2.1]	CONT			
6.2.4	Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works	CONT			
6.2.5	Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]	CONT			
6.2.6	Removal or re-execution of work	CONT			
6.2.7	Removal or substitution of any materials and goods	CONT			
6.2.8	Protection of the works	CONT			
6.2.9	Making good physical loss and repairing damage to the works [23.2.2]	CONT			
6.2.10	Rectification of defects [21.2]	CONT			

ITEM NO	DESCRIPTION	UNIT	SCHEDULED QUANTITY	RATE	TOTAL AMOUNT
6.2.11	A list for practical completion specifying outstanding or defective work to be rectified to achieve p	CONT			
6.2.12	Expenditure of budgetary allowances, prime cost amounts and provisional sums ?	CONT			
	? 7. Fire consultant	CONT			
	User note	H4			
	Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent	CONT			
	Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA	CONT			
	7.1 Duties [6.2] : The fire consultant is responsible for all aspects of rational fire design and quality inspection of the works	CONT			
	7.2 Contract instructions [6.2; 17.1] :	CONT			
7.2.1	Rectification of discrepancies, errors in description or quantity or omission of items in the agreem	CONT			
7.2.2	Alteration to design, standards or quantity of the works provided that such contract instructions s	CONT			
7.2.3	Compliance with the law, regulations and bylaws [2.1]	CONT			
7.2.4	Provision and testing of samples of materials and goods and/or of finishes and assemblies of ele	CONT			
7.2.5	Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]	CONT			
7.2.6	Removal or re-execution of work	CONT			
7.2.7	Removal or substitution of any materials and goods	CONT			
7.2.8	Protection of the works	CONT			
7.2.9	Making good physical loss and repairing damage to the works [23.2.2]	CONT			
7.2.10	Rectification of defects [21.2]	CONT			
7.2.11	A list for practical completion specifying outstanding or defective work to be rectified to achieve p	CONT			
7.2.12	Expenditure of budgetary allowances, prime cost amounts and provisional sums ?	CONT			
	? 8. Health and safety consultant	CONT			
	User note	H4			
	Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent	CONT			
	8.1 Duties [6.2] : The health and safety consultant is responsible for all aspects of health and safety of the works. Without derogating from the generality thereof, the health and safety consultant will perform the following specific functions and duties in respect of the health and safety aspects of the works. He shall:	CONT			
8.1.1	Act as the employer's agent in terms of the Construction Regulations issued in terms of the Occu	CONT			
8.1.2	Prepare and update the health and safety specification for the works	CONT			

ITEM NO	DESCRIPTION	UNIT	SCHEDULED QUANTITY	RATE	TOTAL AMOUNT
8.1.3	Agree with the contractor the health and safety plan for the works	CONT			
8.1.4	Carry out regular audits to ensure adherence to the safety plan and compliance with the act and	CONT			
8.1.5	Stop the execution of the works where the agreed specification or plan is not adhered to?	CONT			
	F:..... V:..... T:.....	Item			
7	Clause 7.0 - Design responsibility F:..... V:..... T:.....	Item			
	Insurances and securities (A8-A11)	H3			
8	Clause 8.0 - Works risk F:..... V:..... T:.....	Item			
9	Clause 9.0 - Indemnities F:..... V:..... T:.....	Item			
10	Clause 10.0 - Insurances F:..... V:..... T:.....	Item			
11	Clause 11.0 - Securities	CONT			
	User note	H4			
	If it is deemed advisable, the extent of any guarantee for payment may be stated and whether it is required of the contractor to waive his lien. Edit the following clause:				
	? Guarantee for payment	CONT			
	The employer shall provide to the contractor a guarantee for payment in the amount of ?.....Rand (R.....) ? [11.5.1]. The contractor shall consequently waive his lien or right of continuing possession of the works [11.10]?	CONT			
	User note	H4			
	Where it is expected of the contractor to waive his lien in terms of clause 11.10, the waiver of lien may be extended to subcontracts as follows:				
	? Extension of waiver of lien	CONT			
	The contractor shall ensure that a waiver of lien 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 [11.10] ?	CONT			
	F:..... V:..... T:.....	Item			
	Execution (A12 - A17)	H3			
12	Clause 12.0 - Obligations of the parties	CONT			
	? 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 [12.2.18] ?	CONT			

ITEM NO	DESCRIPTION	UNIT	SCHEDULED QUANTITY	RATE	TOTAL AMOUNT
	? 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 [12.2.18] ?	CONT			
	Statutory and other notices	CONT			
	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	CONT			
	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	CONT			
	F:..... V:..... T:.....	Item			
13	Clause 13.0 - Setting out F:..... V:..... T:.....	Item			
14	Clause 14.0 - Nominated subcontractors	CONT			
	F:..... V:..... T:.....	Item			
15	Clause 15.0 - Selected subcontractors	CONT			
	F:..... V:..... T:.....	Item			
16	Clause 16.0 - Direct contractors Attendance on direct contractors In respect of direct contractors the contractor shall:	CONT			
	1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials	CONT			
	2 Allow the use of personnel welfare facilities, where provided	CONT			
	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	CONT			
	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 [16.1]	CONT			
	F:..... V:..... T:.....	Item			
17	Clause 17.0 - 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 ?	CONT			
	F:..... V:..... T:.....	Item			
	Completion (A18 - A24)	H3			
18	Clause 18.0 - Interim completion	N/A			
19	Clause 19.0 - Practical completion F:..... V:..... T:.....	Item			

ITEM NO	DESCRIPTION	UNIT	SCHEDULED QUANTITY	RATE	TOTAL AMOUNT
20	Clause 20.0 - Completion in sections	CONT			
	F:..... V:..... T:.....	Item			
21	Clause 21.0 - Defects liability period and final completion	CONT			
	F:..... V:..... T:.....	Item			
22	Clause 22.0 - Latent defects liability period F:..... V:..... T:.....	Item			
23	Clause 23.0 - 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 [17.1.8; 23.1 & 2]	CONT			
	F:..... V:..... T:.....	Item			
24	Clause 24.0 - Penalty for late or non-completion F:..... V:..... T:.....	Item			
	Payment (A25 - A27)	H3			
25	Clause 25.0 - Payment	CONT			
	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	CONT			
	F:..... V:..... T:.....	Item			
26	Clause 26.0 - Adjustment of the contract value and final account	CONT			
	? Fluctuations in costs All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor [26.9.5] ?	CONT			
	User note	H4			
	Insert the following or similar clause where tenant installation/user requirements may be delayed or omitted	CONT			
	? Tenant installation/user requirements delayed There is a possibility that certain works related to tenant installation/user requirements may have to be delayed and may consequently not be executed prior to practical completion	CONT			
	Should the contractor be instructed to do so he shall execute this work under the conditions pertaining to this agreement on the basis that a separate amount for preliminaries appurtenant to this work (if applicable) is agreed to between the contractor and the principal agent and on condition that instruction to proceed with such work is given to him within a period of three (3) calendar months after the date of practical completion of the works	CONT			
	The employer reserves the right to omit such work without compensation to the contractor for loss of profit or any other loss which the contractor may suffer as a result of such omission ?	CONT			

ITEM NO	DESCRIPTION	UNIT	SCHEDULED QUANTITY	RATE	TOTAL AMOUNT
	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 [30.6 & 7] from making a determination on costs	CONT			
	Claims from subcontractors The contractor shall review, assess and adjudicate any claims received by him from any subcontractor and thereafter submit same to the principal agent with a recommendation in order to assist the principal agent in adjudicating the claim [26.6]	CONT			
	F:..... V:..... T:.....	Item			
27	Clause 27.0 - Recovery of expense and/or loss F:..... V:..... T:.....	Item			
	Suspension and termination (A28 - A29)	H3			
28	Clause 28.0 - Suspension by the contractor	CONT			
	F:..... V:..... T:.....	Item			
29	Clause 29.0 - Termination	CONT			
	F:..... V:..... T:.....	Item			
	Dispute resolution (A30)	H3			
30	Clause 30.0 - Dispute resolution F:..... V:..... T:.....	Item			
31	Agreement	CONT			
	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			
32	Contract data	CONT			
	User note	H4			
	Insert under the above heading, with suitable sub-headings, any amendments, modifications, corrections or supplements to the contract data				
	Tenderer's selections	CONT			
	Before submission of his tender the contractor is to complete the tenderer's selections in the contract data	CONT			
	User note All information for the above requires consultation with the contractor. The principal agent should not pre-select any of the alternatives available to the contractor	CONT			
	F:..... V:..... T:.....	Item			
	SECTION B: GENERAL PRELIMINARIES	H2			
	User note Amendments, modifications, corrections or supplements to the General Preliminaries in Section B should be recorded in the contract data				
	Should it be necessary to expand on any of the General Preliminaries clauses, the user should list the appropriate General Preliminary clause number and heading and insert the relevant provision under a suitable heading in bold as may be necessary				

ITEM NO	DESCRIPTION	UNIT	SCHEDULED QUANTITY	RATE	TOTAL AMOUNT
	Definitions and interpretation (B1)	H3			
33	Clause 1.1 - Definitions F:..... V:..... T:.....	Item			
34	Clause 1.2 - Interpretation F:..... V:..... T:.....	Item			
	Documents (B2)	H3			
35	Clause 2.1 - Checking of documents F:..... V:..... T:.....	Item			
36	Clause 2.2 - Provisional bills of quantities	CONT			
	User note	H4			
	Check "wet trades" included in the bills of quantities and edit the following clause as may be necessary	CONT			
	? Multiple procurement These bills of quantities are in multiple procurement format ie the "wet trades" - earthworks, concrete, formwork and reinforcement, precast concrete, masonry, waterproofing and sub-surface drainage - are provisionally (fully?) measured and the subsequent trades are budgetary allowances and/or provisional sums ? F:..... V:..... T:.....	Item			
37	Clause 2.3 - Availability of construction information	CONT			
	F:..... V:..... T:.....	Item			
38	Clause 2.4 - Ordering of materials and goods F:..... V:..... T:.....	Item			
	Previous work and adjoining properties (B3)	H3			
39	Clause 3.1 - Previous work - dimensional accuracy F:..... V:..... T:.....	Item			
40	Clause 3.2 - Previous work - defects F:..... V:..... T:.....	Item			
41	Clause 3.3 - Inspection of adjoining properties F:..... V:..... T:.....	Item			
	The site (B4)	H3			
42	Clause 4.1 - Handover of site in stages F:..... V:..... T:.....	Item			
43	Clause 4.2 - Enclosure of the works	Item			
	User note	H4			
	Describe any specific hoarding requirements, other than already described in clause 4.2 or in the contract data	CONT			
	F:..... V:..... T:.....	CONT			
44	Clause 4.3 - Geotechnical and other investigations F:..... V:..... T:.....	Item			

ITEM NO	DESCRIPTION	UNIT	SCHEDULED QUANTITY	RATE	TOTAL AMOUNT
45	Clause 4.4 - Encroachments F:..... V:..... T:.....	Item			
46	Clause 4.5 - Existing premises occupied F:..... V:..... T:.....	Item			
47	Clause 4.6 - Services - known F:..... V:..... T:.....	Item			
	Management of contract (B5)	H3			
48	Clause 5.1 - Management of the works F:..... V:..... T:.....	Item			
49	Clause 5.2 - Progress meetings F:..... V:..... T:.....	Item			
50	Clause 5.3 - Technical meetings F:..... V:..... T:.....	Item			
	Samples, shop drawings and manufacturer's instructions (B6)	H3			
51	Clause 6.1 - Samples of materials F:..... V:..... T:.....	Item			
52	Clause 6.2 - Workmanship samples F:..... V:..... T:.....	Item			
53	Clause 6.3 - Shop drawings F:..... V:..... T:.....	Item			
54	Clause 6.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....	Item			
	Deposits and fees (B7)	H3			
55	Clause 7.1 - Deposits and fees F:..... V:..... T:.....	Item			
	Temporary services (B8)	H3			
56	Clause 8.1 - Water F:..... V:..... T:.....	Item			
57	Clause 8.2 - Electricity F:..... V:..... T:.....	Item			
58	Clause 8.3 - Ablution and welfare facilities F:..... V:..... T:.....	Item			
59	Clause 8.4 - Communication facilities F:..... V:..... T:.....	Item			
	Prime cost amounts (B9)	H3			
60	Clause 9.1 - Responsibility for prime cost amounts	CONT			
	User note	H4			

ITEM NO	DESCRIPTION	UNIT	SCHEDULED QUANTITY	RATE	TOTAL AMOUNT
	Where details of materials included in prime cost amounts are not readily available and it is therefore not possible for the contractor to price for waste, the relevant prime cost amount shall be inserted in the bills of quantities as a lump sum with the contractor being given the opportunity to separately price his overheads and profit and for taking delivery, etc as called for in this clause 9.1 of the preliminaries. In such case the fixing only or installation only of the relevant materials shall be provisionally measured for the contractor to price and shall be re-measured upon completion	CONT			
	Where details of materials for which prime cost amounts are to be allowed are readily available, the quantity surveyor may elect to insert the relevant prime cost amounts in measured items, which measured items shall contain sufficient detail for the contractor to price for fixing and installation, waste, etc F:..... V:..... T:.....	Item			
	Attendance on subcontractors (B10)	H3			
61	Clause 10.1 - General attendance User note General attendance is defined as being the duties of the contractor in terms of clause 12.2 of the JBCC n/s subcontract agreement F:..... V:..... T:.....	Item			
62	Clause 10.2 - Special attendance	CONT			
	User note	H4			
	Insert details after the provisional sums (nominated or selected subcontract amounts) for any special attendance where specifically required for each n/s subcontractor separately	CONT			
	It is important to note that general attendance only requires the contractor to "permit the subcontractor 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" (refer to 12.2.13 of the JBCC n/s subcontract agreement). Many n/s subcontractors qualify their tenders to exclude scaffolding and/or hoisting facilities. Especially scaffolding could be an expensive item and it may be necessary in order to avoid claims to require the contractor to provide for the extended use of scaffolding for specific subcontracts within a description of "special attendance" in the applicable bill F:..... V:..... T:.....	Item			
	General (B11)	H3			
63	Clause 11.1 - Protection of the works F:..... V:..... T:.....	Item			
64	Clause 11.2 - Protection/isolation of existing works and works occupied in sections F:..... V:..... T:.....	Item			
65	Clause 11.3 - Security of the works F:..... V:..... T:.....	Item			
66	Clause 11.4 - Notice before covering work F:..... V:..... T:.....	Item			
67	Clause 11.5 - Disturbance	CONT			
	User note	H4			
	The following clause may be used should "disturbance" [11.5] need to be extended	CONT			

ITEM NO	DESCRIPTION	UNIT	SCHEDULED QUANTITY	RATE	TOTAL AMOUNT
	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			
68	Clause 11.6 - Environmental disturbance	CONT			
	? 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	CONT			
	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 ?	CONT			
	User note	H4			
	Insert the following clause if an environmental management plan (EMP) is available and insert the EMP in an annexure	CONT			
	Environmental management plan The employer has prepared an environmental management plan (EMP) (refer to Annexure ? for a copy of the relevant plan). The contractor shall price opposite this item for compliance with all the requirements of such EMP ? F:..... V:.....T:.....	Item			
69	Clause 11.7 - Works cleaning and clearing F:..... V:..... T:.....	Item			
70	Clause 11.8 - Vermin F:..... V:..... T:.....	Item			
71	Clause 11.9 - Overhand work F:..... V:..... T:.....	Item			
72	Clause 11.10 - Tenant installations F:..... V:..... T:.....	Item			
73	Clause 11.11 - Advertising F:..... V:..... T:.....	Item			
	SECTION C: SPECIFIC PRELIMINARIES	H2			
	User note	H4			
	Users shall avoid inserting in Section C items which may be construed as amending, modifying, correcting or supplementing the provisions of the JBCC Principal Building Agreement. Such amendments, modifications, corrections or supplements should be kept to the absolute minimum and should be inserted in Section A under the recited clause headings of the JBCC Principal Building Agreement in this Bill No. 1				
	Selected examples of typical clauses are provided to indicate ways of describing such clauses. Users must delete, adapt or add to these examples to suit their particular circumstances				
74	Warranties for materials and workmanship 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	CONT			

ITEM NO	DESCRIPTION	UNIT	SCHEDULED QUANTITY	RATE	TOTAL AMOUNT
	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	CONT			
	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 F:..... V:..... T:.....	Item			
75	Overtime 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 F:..... V:..... T:.....	Item			
76	Cooperation of the contractor for cost management 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 F:..... V:..... T:.....	Item			
77	Overloading 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 F:..... V:..... T:.....	Item			
78	Propping of floors below 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 F:..... V:..... T:.....	Item			
79	Testing of flat roof waterproofing for watertightness 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 F:..... V:..... T:.....	Item			
	User note Insert the following where a health and safety specification is not yet available. Note that there is an obligation on the employer to ensure that the contractor has priced opposite this item for the compliance with the act and the regulations and the reasonable provisions of the health and safety specification				
80	Health and safety	CONT			
	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]				
	User note Insert the following where a health and safety specification is available. Note that there is an obligation on the employer to ensure that the contractor has priced opposite this item for the compliance with the act and the regulations and the reasonable provisions of the health and safety specification				

ITEM NO	DESCRIPTION	UNIT	SCHEDULED QUANTITY	RATE	TOTAL AMOUNT
	Health and safety 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 (refer to Annexure ? for a copy of the relevant specification) 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 provisions of the aforementioned health and safety specification [2.1]				
	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			
81	Green star building certification User note Insert the provisions called for by the relevant green star consultant should it be a requirement that the project be submitted for green star certification F:..... V:..... T:.....	Item			
82	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	CONT			
	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			
83	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			
84	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 F:..... V:..... T:.....	Item			
85	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 F:..... V:..... T:.....	Item			
	SUMMARY OF CATEGORIES	H3			
	Category : Fixed R:..... Category : Value R:..... Category : Time R:.....				
	SUBTOTAL SECTION A TAKEN TO SUMMARY PAGE				

ITEM NO	DESCRIPTION	UNIT	SCHEDULED QTY	RATE	TOTAL AMOUNT
	SECTION C: FENCING AND PAVING				
	SECTION. 2	H1			
	BILL NO. 1	H1			
	FOUNDATIONS (PROVISIONAL)	H1			
	EARTHWORKS	H1			
	SITE CLEARANCE ETC	H2			
	Site clearance	H3			
2/1/1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc	m2	25		
2/1/2	Stripping average 150mm thick layer of top soil and stockpiling on site	m2	25		
	EXCAVATION, FILLING, ETC	H2			
	Excavation in earth not exceeding 2m deep	H3			
2/1/3	Trenches	m3	8		
	Extra over trench and hole excavations in earth for excavation in	H3			
2/1/4	Soft rock	m3	1		
2/1/5	Hard rock	m3	0.4		
	Extra over all excavations for carting away	H3			
2/1/6	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	4		
	Risk of collapse of excavations	H3			
2/1/7	Sides of trench and hole excavations not exceeding 1,5m deep	m2	15		
	Keeping excavations free of water	H3			
2/1/8	Keeping excavations free of all water other than subterranean water	Item	1		
	Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 95% Mod AASHTO density	H3			
2/1/9	Backfilling to trenches, holes, etc	m3	3		
	SOIL POISONING	H2			
	Soil insecticide	H3			
2/1/10	To bottoms and sides of trenches	m2	23		
	CONCRETE	H1			
	(CPAP FORMULA WORK GROUP NO. 110)	H2			
	UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES	H2			
	15MPa/19mm concrete	H3			
2/1/11	Surface blinding under footings and bases	m3	1		
2/1/12	Strip footings	m3	3		
	BRICKWORK	H1			
	(CPAP FORMULA WORK GROUP NO. 116)	H2			
	Brickwork of NFX bricks (14 MPa nominal compressive strength) in class I mortar	H3			
2/1/13	One and half brick walls	m2	7		
	Brickwork reinforcement	H3			
2/1/14	230mm Wide reinforcement built in horizontally	m	21		
	External face bricks (Prime Cost Amount R 5 500.00/1000) pointed with flush horizontal and vertical joints	H3			
2/1/15	Extra over brickwork for face brickwork	m2	2		
	SUPERSTRUCTURE	H2			
	Brickwork of NFP bricks in class II mortar	H3			
2/1/16	One and half brick walls	m2	19		
	BRICKWORK SUNDRIES	H2			
	Brickwork reinforcement	H3			
2/1/17	230mm Wide reinforcement built in horizontally	m	57		
	FACE BRICKWORK	H2			

ITEM NO	DESCRIPTION	UNIT	SCHEDULED QTY	RATE	TOTAL AMOUNT
	External face bricks (Prime Cost Amount R 5 500.00/1000) pointed with flush horizontal and vertical joints	H3			
2/1/18	Extra over brickwork for face brickwork	m2	19		
	Brick-on-edge header course copings, sills, etc of external face bricks (Prime Cost Amount R 3 500.00/1000) pointed with recessed joints on all exposed faces	H3			
2/1/19	Coping on top of one brick wall	m	8		
2/1/20	340mm Wide sill set bull nose sloping and slightly projecting	m	10		
	WATERPROOFING	H1			
	NOTE : Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No. 120 for CPAP formula purposes				
	DAMP-PROOFING OF WALLS AND FLOORS	H2			
	One layer of 375 micron "Consol Plastics Brikgrip DPC" embossed damp proof course	H3			
2/1/21	In walls	m2	3		
	SIGNAGE	H2			
	5mm Painted steel plate lettering cut-outs supported by 50mm long steel rods extension welded from behind. All lettering to be in Arial Fount	H3			
2/1/22	3,45mm Wide x 1,52mm High Steel plate signage	No	1		
	EXTERNAL PLASTER	H2			
	Cement plaster on brickwork	H3			
2/1/23	On walls	m2	5		
2/1/24	On narrow widths	m2	2		
	ON FLOATED PLASTER	H2			
	One coat alkali resistant primer, one undercoat and two coats eggshell enamel paint	H3			
2/1/25	On external walls	m2	7		
	SUBTOTAL A				
	SECTION. 3	H1			
	BILL NO. 1	H1			
	FOUNDATIONS (PROVISIONAL)	H1			
	NOTE : Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No. 104 for CPAP formula purposes				
	SUPPLEMENTARY PREAMBLES	H2			
	Nature of ground	H3			
	The nature of the ground is assumed to be loose sandy material, therefore "earth", but possibly interspersed with "hard rock" or "soft rock"				
	Carting away of excavated material	H3			
	Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site				
	ALTERATIONS	H1			
	DEMOLITIONS, ETC.	H2			
3/1/1	Take out existing diamond mesh fence and move to storage as directed by the project manager	m	350		
	EARTHWORKS	H1			
	SITE CLEARANCE ETC	H2			
	Site clearance	H3			
3/1/2	Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc	m2	525		
	EXCAVATION, FILLING, ETC	H2			
	Excavation in earth not exceeding 2m deep	H3			
3/1/3	Trenches	m3	53		
	Extra over trench and hole excavations in earth for excavation in	H3			

ITEM NO	DESCRIPTION	UNIT	SCHEDULED QTY	RATE	TOTAL AMOUNT
3/1/4	Soft rock	m3	5		
3/1/5	Hard rock	m3	3		
	Extra over all excavations for carting away	H3			
3/1/6	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	14		
	Risk of collapse of excavations	H3			
3/1/7	Sides of trench and hole excavations not exceeding 1,5m deep	m2	175		
	Keeping excavations free of water	H3			
3/1/8	Keeping excavations free of all water other than subterranean water	Item	1		
	Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 93% Mod AASHTO density	H3			
3/1/9	Backfilling to trenches, holes, etc	m3	3		
	SOIL POISONING	H2			
	Soil insecticide	H3			
3/1/10	To bottoms of trenches	m2	525		
	CONCRETE	H1			
	(CPAP FORMULA WORK GROUP NO. 110)	H2			
	UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES	H2			
	25MPa/19mm concrete	H3			
3/1/11	Ground beams	m3	53		
	TEST CUBES	H2			
3/1/12	Making and testing 150 x 150 x 150mm concrete strength test cube (Provisional)	No	6		
	SMOOTH FORMWORK (DEGREE OF ACCURACY II)	H2			
	Smooth formwork to sides	H4			
3/1/13	Walls in foundations (Provisional)	m2	350		
	MOVEMENT JOINTS ETC	H2			
	surfaces	H4			
3/1/14	Not exceeding 300mm high through slabs	m	267		
	REINFORCEMENT	H2			
	Mild steel reinforcement to structural concrete work	H4			
3/1/15	Various Diameter bars	t	4.68		
	INVISIBLE FENCING	H2			
3/1/16	2.40m high Fence in panels 2.625m width with aperture size (centres) 76 x 12.7mm and 4mm thick wire galvanised and polymetic 6000 coated. Panel to be reinforced with 4 x 50mm deep "V" formation horizontal recessed bands to enhance rigidity. Fence to be installed in strict accordance with manufacturers printed instructions	m	350		
	Spikes	H3			
	Galvanised and alu coated spike	H4			
3/1/17	Galvanised and alu coated spike bolted to high security fence installed as per manufacturer's specifications	m	350		
	Fence Posts	H3			
	3m high Intermediate Fence post	H4			
3/1/18	3m high Intermediate Fence post galvanised and polymetic 6000 coated size 85 x 85mm - tapering to 45mm with a depth of 85mm with and including locking recess mechanism to secure panel edge complete with a UV stabilised polymer cap	No	133		
	Corner Posts	H3			
	3m high Corner Fence post	H4			
3/1/19	3m high Corner Fence post galvanised and polymetic 6000 coated size 76 x 76mm with a depth of 85mm with and including locking recess mechanism to secure panel edge complete with a UV stabilised polymer cap	No	8		
	Extra over for invisible fencing for gates	H3			
	GATE	H2			

ITEM NO	DESCRIPTION	UNIT	SCHEDULED QTY	RATE	TOTAL AMOUNT
3/1/20	controlled installed in strict accordance with manufactures instructions sliding gate with motor gate (PC Amount R35,000.00/gate) supply and delivered to site allow for installation and profit.	No	1		
3/1/21	Single Swing galvanised and alu coated pedestrian gate size 3 000mm wide x 2400mm high installed in strict accordance with manufactures instructions (PC Amount R26,000.00/ gate) supply and delivered to site	No	1		
3/1/22	Single galvanised and alu coated pedestrian gate size 1 000mm wide x 2400mm high installed in strict accordance with manufactures instructions (PC Amount R20,000.00/ gate) supply and delivered to site	No	1		
3/1/23	D10 Gate Motor installed in strict accordance with manufactures instructions, including electrical reticulation (PC Amount R28,000.00/ gate) supply and delivered to site.	No	1		
	SUBTOTAL B				
	SECTION. 3	H1			
	BILL NO. 2	H1			
	PAVING	H1			
	NOTE:Tenderers are advised to study the Model Preambles for Trades and SANS 1200 - Standardized Specification for Civil Engineering Construction before pricing this Bill. -----				
	Tenderers are advised to use the following definitions/ classifications as guidelines for pricing the document : "Hard Rock" - Shall mean materials which removal of which requires drilling, wedging and splitting or the use of explosives. All explosives are to be precision blasting and all remedial works due to over blasting will be for the contractor's account. "Soft Rock" - Shall mean hard material the removal of which warrants the use of pneumatic tools or material that can be effectively ripped by a bulldozer of mass approximately 35 t, fitted with a single-tine ripper suitable for heavy ripping, and of flywheel power approximately 220 KW "Earth" - shall mean all ground materials other than that classified as "Hard Rock" or "Soft Rock" and shall include made-up ground and any loose stones or pieces of concrete not exceeding 0.03m3 in volume				
	PAVING (PROVISIONAL)	H1			
	PAVEMENT LAYERS OF GRAVEL MATERIAL	H2			
	up to 1.0km:	H3			
	Gravel subbase (stabilised gravel with 3% CEM II) compacted to:	H3			
3/2/1	98% of modified AASHTO density (150mm thick)	m3	59		
	Gravel selected (un-stabilised gravel) compacted to:	H3			
3/2/2	95% of modified AASHTO density (150mm thick)	m3	59		
3/2/3	Overhaul on material hauled in excess of 1.0km (ordinary overhaul)	m3/km	17		
	STABILIZATION	H2			
	Chemical stabilization extra over unstabilized compacted layers.	H3			
3/2/4	Sub base 150mm thickness	m3	20		
	Chemical stabilizing agent:	H3			
3/2/5	Ordinary portland cement	t	6		
3/2/6	Provision and application of water for curing	kl	17		
	CONCRETE BLOCK PAVING FOR ROADS	H2			
	60mm Thick "Corobrick" clay paving, laid with 3-5mm joints including sand brushed into joints (Colour : Cederberg or similar approved)	H3			
3/2/7	Prefabricated concrete interlocking paving blocks ,60mm	m2	59		
	80mm Thick "Corobrick" clay paving, laid with 3-5mm joints including sand brushed into joints (Colour : Cederberg or similar approved)	H3			
3/2/8	Prefabricated concrete interlocking paving blocks ,80mm	m2	72		
	SOIL POISONING	H2			
	Soil insecticide	H3			

ITEM NO	DESCRIPTION	UNIT	SCHEDULED QTY	RATE	TOTAL AMOUNT
3/2/9	Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m2	131		
	"Technicrete" Pre-cast concrete kerbs including bedding, jointing and pointing	H3			
3/2/10	Edge beam: 300 mm x 200 mm cast in situ class	m	17		
	Concrete	H3			
3/2/11	25/19 concrete	m3	3.06		
	ROAD MARKINGS	H2			
	Retro-reflective roadmarking paint	H3			
	White lines (unbroken)	H4			
3/2/12	150mm Wide	m	25		
	SUBTOTAL C				
	SECTION C: SUBTOTAL A + B + C CARRIED FORWARD TO SUMMARY PAGE				

ITEM NO	DESCRIPTION	AMOUNT
1	SECTION A: PRELIMINARY AND GENERAL	
2	SECTION B: MAIN BUILDING	
3	SECTION C: PAVING AND FENCING	
4	SUB-TOTAL	
5	Add Contingencies @ 10%	
6	SUB-TOTAL	
7	Add VAT at the rate of 15%	
8	TOTAL TENDERED AMOUNT CARRIED TO C1.1 FORM OF OFFER AND ACCEPTANCE	

NAME OF BIDDER

SIGNATURE



TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate**Purpose**Select the applicable optionTenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicantName/Legal name
(Initials & Surname
or registered name)Trading name
(if applicable)

ID/Passport no

Company/Close Corp.
registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax
no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax
no

E-mail address

Physical address

Particulars of tender (If applicable)Tender number Estimated Tender amount R Expected duration of the tender year(s)**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
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Audit

Are you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as 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

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.

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:

.....

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.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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.

SBD4

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.

- 3.6 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.

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. Locality Mpumalanga province-municipality within which the traditional council is situated-attach proof of business address	11	
2. Woman	3	
3. Disabled	3	
4. Youth	3	
Total Points	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
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:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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 in order 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

- 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 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 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.

- (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: _____

Local Content Declaration - Summary Schedule

Tender No.	
Tender description:	
Designated product(s)	
Tender Authority:	
Tendering Entity name:	
Tender Exchange Rate:	Pula
Specified local content %	EU

Note: VAT to be excluded from all calculations

GBP

[illegible]

Signature of tenderer from Annex B

Date:

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. 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 any thing 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 ancillary 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

- 2.1 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.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in 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:
- (a) 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
 - (b) a cashier's or certified cheque
- 7.4 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.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.

- 8.8 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.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final 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' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 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.

10. Delivery and documents

- 10.1 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.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 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.

12. Transportation

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

13. Incidental services

- 13.1 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.

13.2 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.

14. Spare parts

14.1 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.

15. Warranty

15.1 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.

15.2 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.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 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.

15.5 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.

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| 16. Payment | 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. |
| | 16.2 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. |
| | 16.3 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. |
| | 16.4 Payment will be made in Rand unless otherwise stipulated in SCC. |
| 17. Prices | 17.1 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. |
| 18. Contract amendments | 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned. |
| 19. Assignment | 19.1 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. |
| 20. Subcontracts | 20.1 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. |
| 21. Delays in the supplier's performance | 21.1 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. |
| | 21.2 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. |
| | 21.3 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. |
| | 21.4 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.

21.5 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.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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.

22. Penalties

22.1 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.

23. Termination for default

23.1 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.

23.2 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.

23.3 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.

23.4 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.

23.5 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.

23.6 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.

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

23.7 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.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping 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

25. Force Majeure

- 25.1 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.
- 25.2 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.

26. Termination for insolvency

- 26.1 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.

27. Settlement of Disputes

- 27.1 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.
- 27.2 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.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 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.

28. Limitation of liability

- 28.1 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.
29. Governing language	29.1	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.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	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
	31.2	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.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	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.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	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).
	34.2	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.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.