



arts, culture,
sports & recreation

Department:
Arts, Culture, Sports and Recreation
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

760 Dr. James Moroka Drive
Gaabomotho Building
Private Bag X90
Mmabatho 2735

DIRECTORATE SUPPLY CHAIN MANAGEMENT

Tel: +27 (0) 18 388 4136/3190

E-Mail: sgpitso@nwpg.gov.za

INVITATION TO BID

ACSR 124/2026: - SUPPLY, DELIVERY AND INSTALLATION OF MODULAR LIBRARY IN TOSCA: KAGISANO MOLOPO LOCAL MUNICIPALITY

1. You are invited to submit a bid for the services as indicated above.
2. The conditions contained in the General Conditions of Contract (GCC), Terms of Reference (ToR) and any other conditions accompanying this bid document are applicable.
3. The work procedure the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.
4. **The following documents will be attached to this bid document:**
 - a) Terms of Reference
 - b) SBD 1: Invitation to bid
 - c) SBD 4: Bidders disclosure
 - d) SBD 6.1: Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2022
 - e) General Conditions of Contract (GCC)
 - f) Bill of Quantity (BOQ)



5. All the documents accompanying this invitation to bid must be fully completed in detail and signed where applicable.

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

6. **There is no compulsory site briefing meeting.**

7. Submission of bid documents:

- Bidders are advised to ensure that their bids are submitted on time as late bids will not be accepted.
- Bidders should deposit their sealed (clearly marked) documents into the tender box available at the address below:

**Department of Arts, Culture, Sports and Recreation,
Gaabomotho Building
760 Dr. James Moroka Drive
Mmabatho
2735**

- The name of the company must clearly be written at the back of the envelope.
- Bids received after the closing date and time will not be accepted for consideration.
- Bid documents should be submitted **before 11H00** on the closing date of **27th February 2026**.



**MR. I.S. MOGOROSI
HEAD OF DEPARTMENT**

DATE: 06/02/2026





**Department of Arts, Culture, Sports and
Recreation**

North West Provincial Government

REPUBLIC OF SOUTH AFRICA

"TERMS OF REFERENCE"

**SUPPLY, DELIVERY AND INSTALLATION
OF MODULAR LIBRARY IN TOSCA:
KAGISANO MOLOPO LOCAL
MUNICIPALITY**

BID NUMBER: ACSR 124/2026

CLOSING DATE: 27 FEBRUARY 2026

CLOSING TIME: 11H00

Coordinates: -25.8788451, 23.9669347



Physical Address :

Department of Arts, Culture, Sports and
Recreation

Gaabomotho Building

760 Dr. James Moroka Drive

Mmabatho, 2735

Technical enquiries

**Contact person: Mr. M.S. Mosimane
and Mr. K. Phelwane**

Telephone: 018 388 2850/51 or 3967 or
2166

Email: bmossimane@nwpg.gov.za

SCM enquiries

Contact: Ms. S. Pitso

Telephone: 018 388 2968/3190

Email: sgpitso@nwpg.gov.za

ARP 05/02/2026

1. INTRODUCTION

As per Schedule 5 (a) of the Constitution of the Republic of South Africa, library services other than national, are provincial competency. Department of Arts, Culture, Sports and Recreation (ACSR) is mandated to provide library services to communities of the North West Province. The library services in the North West Province is a concurrent function of the Department of Arts, Culture, Sport and Recreation and Local Municipalities.

2. BACKGROUND

One of the responsibilities of ACSR in the provision of library services to the communities is to establish library services which include building new libraries, converting unused buildings to accommodate libraries and install modular structures.

A need has been identified to establish a modular library in Tosca, Kagisano Molopo Local Municipality in Dr. Ruth Segomotsi Mompati District. The library will be installed on the premises identified by the local municipality and will operate as a Dual-Purpose library to meet the needs of learners and the general community.

3. SCOPE OF WORK

- Site clearance, soil treatment (for white ants etc.). Provide certificate of soil treatment.
- Supply, delivery and installation of the modular library structure. Provide structural engineering certificate
- Electrical connection and provide COC for electrical works.
- Water plan for supply and water drainage of water in the structure.
- Connection to existing sewerage line.
- Apply for approval from Kagisano Molopo Local Municipality for Fire Plan.

4. OUTCOME, DELIVERABLES AND PERFORMANCE STANDARDS

A structure that complies with health and safety standards. The deliverables of the project are also to provide the COC for electrical services, structural engineer report, OHS file and fire plan.

5. TERMS OF CONTRACT

- The successful bidder(s) will enter into a JBCC contract with the Department.
- The contract is to be effected upon the date of the signatures on the contractual agreement between the Head of Department and the Service Provider and will be for the duration as specified by the Department for completion of project and certificate of completion awarded.

6. PAYMENTS AND PENALTIES

- Successful bidders will enter into an agreement with the Department which will detail payments and penalties.
- Payment to the Service Provider will be processed upon delivery of an order, certified payment certificate and invoice attached.
- 5% percentage of the contract amount will be held back for a period of 30 days after the completion of work (practical completion). On or before the 30 day retention period the contractor will be awarded final completion certificate and submit a close out report to allow the payment of final account.

7. CONTRACTUAL TERMS AND CONDITIONS

- Contractual terms and conditions for the project will be on the JBCC and will detail the obligations of the service provider and other contractual agreements with the Department.
- General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) will apply to this project.
- The contractor will be expected that during the installation of the structure, must comply with the Occupational Health and Safety Act, Act 85 of 1993.

8. SPECIFIC REQUIREMENTS

Refer to the attached Bills of Quantities (BOQ)

9. EVALUATION CRITERIA

The department will follow minimum standard or criteria that the bidder needs to meet in order to progress through evaluation and selection process.

9.1. PHASE 1: PRE-QUALIFICATION REQUIREMENTS

9.1.1. Administrative requirements

- SBD 1: Invitation to bid
- SBD 4: Bidders disclosure
- SBD 6.1: Preference Points Claim Form in terms of Preferential Procurement Regulations 2022
- CSD Registration Report

9.1.2. Mandatory requirements

All mandatory documents to be submitted must be valid on the closing date of the bid.

- Proof of registration with CIDB Contractor Grading with a minimum of 4GB or higher;
- Letter of good standing for Compensation for Occupational Injuries and Diseases (COIDA)
- Joint Ventures: Bidders must submit a signed joint venture agreement as acceptable proof of the existence of joint venture.

Should any of the above mentioned mandatory requirement not be attached, the bid will be considered to be non-responsive and will be disqualified.

9.2. PHASE 2: TECHNICAL REQUIREMENTS (FUNCTIONALITY)

- Only bidders that have met the Pre-Qualification Criteria in Phase 1 will be evaluated in Phase 2 on technical requirements;
- The bidders' will be scored according to the technical criteria;
- The minimum qualifying threshold will be 70 points.

No.	Criteria	Value	Weight
1.	Company experience		
	Five (05) building projects greater than R450 thousand successfully completed in the last 5 years. <i>As proof, attach final or practical completion certificates together with appointment letters.</i>	5	70 points
	Four (04) building projects greater than R450 thousand successfully completed in the last 5 years. <i>As proof, attach final or practical completion certificates together with appointment letters.</i>	4	
	Three (03) building projects greater than R450 thousand successfully completed in the last 5 years. <i>As proof, attach final or practical completion certificates together with appointment letters.</i>	3	
	Two (02) building projects greater than R450 thousand successfully completed in the last 5 years. <i>As proof, attach final or practical completion certificates together with appointment letters.</i>	2	
	One (01) building project greater than R450 thousand successfully completed in the last 5 years.	1	

	<i>As proof, attach final or practical completion certificates together with appointment letters.</i>		
	No building project greater than R450 thousand construction value of similar work.	0	
2.	Locality		
	Proof of Residence (e.g. Municipal account or letter from the Tribal Authority) for a company within Ramotshere Moiloa Local Municipality	5	30 points
	Company outside Kagisano Molopo Local Municipality	0	

Note: For a bid to be responsive, the minimum points for technical requirements shall be seventy (70) points, which will be calculated after the information provided. Any bidders that scored below seventy (70) points, will be eliminated.

9.3. PHASE 3: PREFERENCE POINT SYSTEM

The qualifying bidder (after obtaining the minimum points for seventy (70) and above in Phase 2 of technical requirements) will be evaluated in terms of Preferential Procurement Policy of 2022 using 80/20 preference point system.

9.3.1. OBJECTIVE CRITERIA

- Bidders are allowed to bid for all four (4) modular library bids issued by the department;
- Bidder will only be considered for one (1) bid;
- In instances the highest scoring bidder has already been considered in other bid, the next responsive bidder will then be considered.
- The department reserves the right to award the bid in whole or in part;
- The department reserves the right not to award the lowest scoring bid.

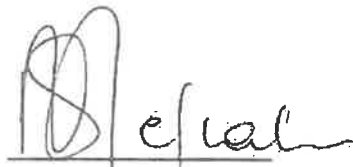
10. SUBMISSION OF BID DOCUMENTS

- 10.1.** Bidders are advised to ensure their bids are submitted on time.

- 10.2.** Bidders should deposit their sealed documents into the tender box situated next to the reception area at the following address:

Department of Arts, Culture, Sports and Recreation
Gaabomotho Building
760 Dr. James Moroka Drive
Mmabatho, 2735

- 10.3.** The name of the company must be clearly written at the back of the envelope.
- 10.4.** The closing date of the bid will be on **27TH February 2026**, at **11H00**
- 10.5.** Bid documents submitted after the closing date and time will not be accepted.
- 10.6.** Validity period is 90 days from the closing date.



MR. A.R.P. SEKATI
BSC CHAIRPERSON

05/02/2026
DATE:

APPROVED / NOT APPROVED



MR. I.S. MOGOROSI
HEAD OF DEPARTMENT

05/02/20
DATE:

Item	SECTION 1	AMOUNT
	PRELIMINARIES (ANNEXTURE A) MEANING OF TERMS "TENDER / TENDERER" Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder" BUILDING AGREEMENT AND PRELIMINARIES The JBCC Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described to be read in conjunction with the Contract Data issued with the tender. The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these bills of quantities / lump sum document, amended as hereinafter described The contractor is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause The clauses in the abovementioned 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 abovementioned documents TENDERER'S SELECTIONS Before submission of his tender the contractor is to complete the tenderer's selections in the contract data for organs of state and other public sector bodies STRUCTURE OF THIS PRELIMINARIES BILL 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 PRICING OF PRELIMINARIES Should the contractor select Option A in the contract data for organs of state and other public sector bodies 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 1: PRELIMINARIES (SECTION A) TOSCA MODULAR LIBRARY	Carried to Collection

PRICING OF BILLS OF QUANTITIES

The **contractor** is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this **agreement**.

Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the **contractor's** omission to price any item will be entertained

Prices for all **construction equipment**, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary

VALUE ADDED TAX

Provision is made in the summary page of these **bills of quantities** / lump sum document for the inclusion of Value Added Tax (VAT)

SECTION A: PRINCIPAL BUILDING AGREEMENT

INTERPRETATION

A1.0 DEFINITIONS AND INTERPRETATION

Clause 1.0

The following definitions replace corresponding definitions or are added to the definitions in the **JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**, whatever the case may be

ADVERSE WEATHER CONDITIONS: Adverse weather and inclement weather has the same meaning and used interchangeably and means any weather conditions i.e.: Rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site

AGREEMENT: The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and contract data for organs of state and other public sector bodies, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representative or representatives of the parties

CONSTRUCTION PERIOD: The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**

CONTRACT PERIOD: The period commencing on the date of the letter of acceptance and ending on the date of final completion

COST FLUCTUATION shall mean contract price adjustment provision (CPAP) for the adjustment of fluctuation in the cost of labour, plant, material and goods as stated in the schedule

DEFAULT INTEREST: No Clause

GUARANTEE FOR CONSTRUCTION: A security in terms of the DPWI's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD]

INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State

LETTER OF ACCEPTANCE: The letter of formal acceptance of the contractor's or Service Provider's Tender / Bid, issued and signed by the Employer

PAYMENT CERTIFICATE: A certificate issued at regular agreed intervals [CD] by the principal agent to the parties certifying the amount due and payable in terms of Clause 25.3

PRINCIPAL AGENT: The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**

TARGETED SUBCONTRACTORS: Subcontractors that must be appointed to a total of 30% or more of the contract sum, by the contractor, projects with a contract sum of the amount determined by the Minister in terms of the latest Preferential Procurement regulations, as may be amended from time to time.

F:..... V:..... T:.....
Item

A2.0 **LAW, REGULATIONS AND NOTICES**

Clause 2.0

F:..... V:..... T:.....
Item

A3.0 **OFFER AND ACCEPTANCE**

Replace Clause 3.3 with the following:

This **agreement** shall come into force on the date of **letter of acceptance** and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

F:..... V:..... T:.....
Item

A4.0 **CESSION AND ASSIGNMENT**

Clause 4.0

Ref Clause 6.7 [CD] - Clause 4.2

Replace Clause 4.3 with the following:

Where a **contractor** cedes any right or any monies due to or to become due under this **agreement** as security in favour of a financial institution, the prior written consent of the **employer**, which consent shall not be unreasonably withheld, must be obtained

F:..... V:..... T:.....

A5.0 **DOCUMENTS**

Clause 5.0

Replace last sentence of Clause 5.2 with the following:

The original signed **agreement** shall be held by the **Employer**

Replace Clause 5.4 with the following:

The Bills of Quantities shall not be used as a specification of material and goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of discrepancy between the drawings and Bills of Quantity, the drawings shall take preference

Replace Clause 5.5 with the following:

The parties may publish or disclose on any platform only the contract scope and contract amount

F:..... V:..... T:.....

Item

A6.0

EMPLOYER'S AGENTS

Clause 6.0

Replace Clause 6.5 with the following:

Where the principal agent and/or an agent fails to act or is unable to act or ceases to be the principal agent or an agent in terms of this agreement, the employer shall appoint another principal agent and/or an agent

Add the following as Clause 6.7:

In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent, notwithstanding other provisions in the contract. The employer shall sign all documents in relation to clauses 4.2, 14.1.4, 14.4.1, 14.6, 15.1.4, , 15.4.1, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12

F:..... V:..... T:.....

Item

A7.0

DESIGN RESPONSIBILITY

Clause 7.0

Replace first sentence of Clause 7.2 with the following:

Any design responsibility undertaken by a subcontractor shall not devolve on the contractor except for items that require specific component design and or compatibility design and or shop drawings and or the assembly thereof

F:..... V:..... T:.....

Item

INSURANCES AND SECURITIES

A8.0

WORKS RISK

Clause 8.0

Replace Clause 8.4 with the following:

The **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary

F:..... V:..... T:.....

Item

A9.0

INDEMNITIES

Clause 9.0

Add the following to the end of the first sentence of Clause 9.2.7:

".... due to no fault of the **contractor**

9.2.9 No Clause

9.2.10 No Clause

Add the following as clause 9.3:

The employer's rights to claim damages for the contractor's omissions and actions will not be affected.

F:..... V:..... T:.....
Item

A10.0 **INSURANCES**

Clause 10.0

Replace Clause 10.1 with the following:

The party responsible shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary, from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractors obligations after the date of practical completion [8.2.2]

Add the following as Clause 10.1.5.1:

Hi Risk Insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply

Add the following as Clause 10.1.5.1.1 Damage to the works

The contractor shall, from the date of possession of the site until the date of the certificate of practical completion, bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary

When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs

10.1.5.1.2 Injury to persons or loss of or damage to property

The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

10.1.5.1.3 Replace Clause with the following:

It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of letter of acceptance, but before commencement of the works, submit to the employer proof of such insurance policy.

10.1.5.1.4 Replace Clause with the following:

The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

10.2 Replace Clause with the following:

Where practical completion in sections is required [20.0], or where the works is for alterations and additions, the contractor shall effect and keep in force contract works insurance [10.1.1], supplementary insurance [10.1.2], public liability insurance [10.1.3] and where applicable, removal of lateral support insurance [10.1.4] and other insurances [10.1.5] in favour of the employer as beneficiary

10.6 No Clause

Add the following as Clause 10.11

In the event that an insurer dispute the amount of the claim to be paid to the employer, the contractor shall be liable to the employer for the difference between the claim (as determined by the employers QS appointed on the project) made by the employer and the amount that the insurer is willing to pay

F:..... V:..... T:.....

Item

A11.0 **SECURITIES**

Add the following as to the relevant related Clauses as follows:

Add the following to Clause 11.1:

In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).

In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of C 1.0 Securities, as stated in the schedule. Such security shall be provided to the employer within fifteen (15) working days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within fifteen (15) working days from commencement date, the security in terms of C 1.0 Option C shall be deemed to have been selected.

The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5

11.1.1 No Clause

11.1.2 No Clause

11.2.2 No Clause

11.3 No Clause

Replace Clause 11.4.1 with the following:

Hand over the site to the contractor and withhold an amount equal to ten per cent (10%) of each interim payment certificate until practical completion is achieved. The value certified shall be subject to the adjustments in terms of 25.12.6 to 25.12.10.

11.5 No Clause

11.6 No Clause

11.7 No Clause

11.8 No Clause

11.9 No Clause

11.10 No Clause

Add the following as Clause 11.11:

Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:

Add the following as Clause 11.11.1:

The contractor shall furnish the employer with a cash deposit equal in value to ten percent (10%) of the contract sum (excluding VAT) within fifteen (15) working days from commencement date. Failure to furnish the employer with a cash deposit within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.

Add the following as Clause 11.11.2:

The employer shall be entitled to recover expense and loss from the cash deposit in terms of Clause 27.0 provided that the employer notifies the contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.

Add the following as Clause 11.11.3:

Within fifteen (15) working days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT) and refund the balance to the contractor

Add the following as Clause 11.11.4:

Within fifteen (15) working days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor.

Add the following as Clause 11.11.5:

On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor.

Add the following as Clause 11.11.6:

The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party.

Add the following as Clause 11.12:

Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:

Add the following as Clause 11.12.1:

The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within fifteen (15) working days after issuance of the letter of acceptance. Failure to submit an acceptable variable construction guarantee within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.

Add the following as Clause 11.12.2:

The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender.

Add the following as Clause 11.12.3:

The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring.

Add the following as Clause 11.12.4:

Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall issue a written demand in terms of the variable construction guarantee.

Add the following as Clause 11.13:

Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:

Add the following as Clause 11.13.1:

The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT).

Add the following as Clause 11.13.2:

The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion.

Add the following as Clause 11.13.3:

The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring.

Add the following as Clause 11.13.4:

The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5.

Add the following as Clause 11.13.5:

Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or from both.

Add the following as Clause 11.14.1:

Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:

Add the following as Clause 11.14.2:

The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within fifteen (15) working days from commencement date. Failure to submit a cash deposit within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.

Add the following as Clause 11.14.3:

Within fifteen (15) working days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor.

Add the following as Clause 11.14.4:

The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5.

Add the following as Clause 11.14.5:

Where the employer has a right of recovery against the contractor in terms of 27, the employer may recover from the payment reduction or cash deposit or from both.

Add the following as Clause 11.15:

Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected.

Add the following as Clause 11.15.1:

The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.6 to 25.12.10.

Add the following as Clause 11.15.2:

The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.

Add the following as Clause 11.16:

Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement.

Add the following as Clause 11.17:

Should the contractor fail to furnish the security in terms of 11.2 the employer, in his sole discretion, and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT).

F:..... V:..... T:.....

Item

EXECUTION

A12.0

OBLIGATIONS OF THE PARTIES

Clause 12.0

12.1.1 No Clause

Replace Clause 12.1.5 with the following:

Give possession of the site to the contractor within ten (10) working days after approval of the Health and Safety Plan or the issue of a construction permit by the Department of Labour, if applicable, after the contractor complied with the terms of 12.2.22

12.1.6 No Clause

12.1.8 No Clause

Replace Clause 12.2.2 with the following:

The priced Bills must be submitted to the Employer within fourteen (14) calendar days from date of request. Where the priced document contains errors or discrepancies and/or prices considered by the employer or principal agent to be imbalanced or unreasonable the employer or principal agent and the contractor shall adjust such prices without any change to the contract sum

Replace Clause 12.2.5 with the following :

Effect and keep in force insurances in favour of the employer as beneficiary where the contractor is responsible for providing insurances [10.0) [CD]

Replace Clause 12.2.13 with the following:

Designate a competent person full time on site to continuously administer and control the works on site and to receive and implement notices and contract instructions on behalf of the contractor

Add the following as Clause 12.2.22:

Within fourteen (14) working days of the date of the letter of acceptance submit to the principal agent an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

Add the following as Clause 12.2.23:

The contractor shall within reasonable time inform the agents regarding inspection of the works before covering / closing [B 12.0]

Offices

The contractor shall provide, maintain and remove on completion of the works an office accommodation or boardroom for the exclusive use of the principal agent, minimum size 10 x 4 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times [12.2.18]

F:..... V:..... T:.....

Item

Main notice board

The **contractor** shall provide, erect where directed, maintain and remove on completion of the **works** a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering [12.2.18]

F:..... V:..... T:.....
Item

A13.0 SETTING OUT

Clause 13.0

F:..... V:..... T:.....
Item

A14.0 NOMINATED SUBCONTRACTORS

Clause 14.0

Ref Clause 6.7 [CD] - Clause 14.1.4

14.1.5 No Clause

Replace "principal agent " with "employer" [6.7 [CD]] in Clause 14.4.1

Ref Clause 6.7 [CD] - Clause 14.6

F:..... V:..... T:.....
Item

A15.0 SELECTED SUBCONTRACTORS

Clause 15.0

Ref Clause 6.7 [CD] - Clause 15.1.4 & Clause 15.5

15.1.5 No Clause

Replace Clause 15.1.2 with the following:

The principal agent shall call for tenders from a list of tenderers agreed between the contractor and the employer

Replace "principal agent " with "employer" [6.7 [CD]] in Clause 15.4.1

F:..... V:..... T:.....
Item

A16.0 DIRECT CONTRACTORS

Clause 16.0

F:..... V:..... T:.....
Item

A17.0 CONTRACT INSTRUCTIONS

Clause 17.0

Replace Clause 17.4 with the following:

The contractor shall comply with and duly execute all contract instructions except any contract instruction for additional work issued after the date of practical completion other than making good physical loss and repairing damage to the works in terms of 8.0 and 21

Add the following clause as Clause 17.6:

Minutes of meetings shall not constitute a site instruction unless reduced to a written contract instruction issued by the principal agent in terms of this contract / agreement.

F:..... V:..... T:.....

Item

COMPLETION

A18.0 INTERIM COMPLETION

Clause 18.0

F:..... V:..... T:.....

N/A

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A19.0 PRACTICAL COMPLETION

Clause 19.0

Replace Clause 19.5 with the following:

On issue of the only or last certificate of practical completion the employer shall be entitled to possession of the works and the site. On issue of the certificate of practical completion for a section, the employer shall be entitled to possession of such section

Add the following as Clause 19.8:

WORKS COMPLETION

(1) Within seven (7) calendar days of the date of practical completion the principal agent shall issue to the contractor a works completion list defining the outstanding work and defects apparent at the date of practical completion to be completed or rectified to achieve works completion.

(2) Where, in the opinion of the contractor, the works completion list has been completed the contractor shall notify the principal agent who shall inspect within seven (7) calendar days of receipt of such a notice. Where, in the opinion of the principal agent, the Works Completion list:

(2)(a) Has been satisfactorily completed, the principal agent shall forthwith issue a certificate of Works Completion to the contractor with a copy to the employer

(2)(b) Has not been satisfactorily completed, the principal agent shall forthwith identify the works completion list items that are not yet complete and inform the contractor thereof. The contractor shall repeat the procedure in terms of 19.8(2)

(3) Should the principal agent not issue a works completion list, in terms of 19.8 (1) or 19.8

(2)(b), within seven (7) calendar days from the end of the inspection period, the contractor shall notify the employer and principal agent. Should the principal agent not issue such Works Completion list within seven (7) calendar days of receipt of such notice, the employer may within seven (7) calendar days issue to the contractor a Works Completion list. Should the employer:

(3)(a) Not issue such works completion list within seven (7) calendar days, then the certificate of Works Completion shall be deemed to have been issued on the date of expiry of the initial notice period and works completion shall be deemed to have been achieved on such date

(3b) Issue a works completion list and the work on Works Completion list not have been completed or where further defects have become apparent, the employer shall forthwith identify such items on the updated works completion list and notify the contractor. The contractor shall repeat the procedure in terms of 19.8(2)(b) until such items have been completed to the satisfaction of the employer

(4) Should the works completion list not be completed to the satisfaction of the employer within a period of twenty one (21) working days of the issue first works completion list the contractor shall be liable to a daily penalty as described in B12.0

(5) The defects liability period in terms of 21.1 shall commence with the issue or deemed issue of the certificate of Works Completion in terms of 19.8(2)(a) or 19.8(3).

F:..... V:..... T:.....
Item

A20.0 COMPLETION IN SECTIONS

Clause 20.0

Add the following as Clause 20.2.1.A

A certificate of Works Completion [19.8]

F:..... V:..... T:.....
Item

A21.0 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION

Clause 21.0

Replace Clause 21.1 with the following:

The defects liability period for the works shall commence on the calendar day following the date of works completion and end at midnight (00:00) ninety (90) calendar days from the date of works completion [CD] or when work on the list for completion has been satisfactorily attended to [21.6], whichever is the later (if we use works completion)

Replace Clause 21.6 with the following:

On the expiry of the ninety (90) calendar days defects liability period [21.1] for items not indicated as items with an extended liability as indicated in B14 and on receipt of the contractor's notice to the principal agent

And/or

On the expiry of the defects liability period as indicated in B14, for items indicated in B14 and on receipt of the contractor's notice to the principal agent, the principal agent shall:

(1) inspect the works And within ten (10) working days either issue a list for final completion detailing all outstanding work or defects that must be attended to, or rectified to achieve final completion or

(2) issue the certificate of final completion to the contractor with a copy to the employer for that part of the works where defects liability period has expired

21.6.1 Omit Clause

21.6.2 Omit Clause

Add the following as Clause 21.13:

The ninety (90) calendar days defects liability period for the works [21.1] is replaced with an extended defects liability period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements in B14

Add the following as Clause 21.14:

Penalties will be applied if the items on the completion list have not been attended to within a period of ninety (90) calendar days [21.1]. If additional defect items have being added to the list during this period, then the Principal Agent and contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied.[B12.0]

F:..... V:..... T:.....
Item

A22.0 **LATENT DEFECTS LIABILITY PERIOD**

Clause 22.0

22.3.2 No Clause

F:..... V:..... T:.....

Item

A23.0 **REVISION OF THE DATE FOR PRACTICAL COMPLETION**

Clause 23.0

Ref Clause 6.7 [CD] – Clause 23.1

Ref Clause 6.7 [CD] – Clause 23.2

23.2.13 No Clause

Replace Clause 23.3 with the following:

Further circumstances that delays practical completion due to any other cause beyond the contractor's reasonable control that could not have reasonably been anticipated and provided for which the contractor may be entitled to a revision of the date for practical completion, with or without an adjustment of the contract value as determined by the Employer [6.7 CD]

Ref Clause 6.7 [CD] - Clause 23.7

Ref Clause 6.7 [CD] - Clause 23.8

F:..... V:..... T:.....

A24.0 **PENALTY FOR LATE OR NON-COMPLETION**

Clause 24.0

Replace Clause 24.1 with the following:

Where the contractor fails to bring the works, or a section thereof, to practical-, works-, or final completion by the applicable completion date [CD], or the revised applicable completion date, the contractor shall be liable to the employer for the penalty [CD]

Replace Clause 24.2 with the following:

Where the employer elects to levy such penalty the employer, or the principal agent on instruction from the employer, shall give notice thereof to the contractor. The principal agent shall determine the penalty due from the later of the date for practical- works-, or final completion [CD], or the revised date for practical- works-, or final- completion, up to and including the earlier of:

Replace Clause 24.2.1 with the following:

The actual or deemed date of practical- works-, or final- completion, of the works, or a section thereof [23.7.1]

F:..... V:..... T:.....

Item

PAYMENT

A25.0 **PAYMENT**

Clause 25.0

Replace Clause 25.2 with the following:

The principal agent shall issue at regular agreed intervals [CD] payment certificates, to the contractor with a copy to the employer, up to and including practical completion. Interim Payment certificates may be issued to the contractor between practical completion and the final payment certificate. A payment certificate may be for a nil or negative amount

Add the following to Clause 25.3:

25.3.12 Monthly Local content report,

25.3.13 EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between contractor and EPWP/ NYS beneficiaries, attendance register. (if applicable)

25.3.14 Tax Invoice

25.3.15 Labour intensive report

25.3.16 Contract participation goal reports

25.5 No Clause

Replace Clause 25.6 with the following:

Materials and goods will only be certified and paid for upon providing proof of full payment to the supplier and proof of transfer of ownership from the supplier to the contractor by the contractor. Once paid, material and goods shall become the property of the employer and shall not be removed from site without the written authority of the Employer.

25.7.5 No clause.

Replace Clause 25.10 with the following:

The employer shall pay the contractor the amount stipulated in an issued payment certificate, correct in all material respects, within thirty (30) calendar days from the date of receiving the payment certificate, invoice and all other substantiating documentation for items certified in the payment certificate

Replace Clauses 25.12 to 25.12.3 with the following:

The value certified shall be subject to the following percentage adjustments :

(Clauses 25.12.1 to 25.12.5 shall be applicable to a contract sum up to R1 million. In the event of a contract sum more than R1 million for Options D & E (C 1.0 Securities [11.0]) Clauses 25.12.1 to 25.12.5 shall be applicable)

25.12.1 Where a security is selected in terms of C 1.0 Securities [11.0], the value of the works in terms of 25.1 and of the materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

25.12.2 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion

25.12.3 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion

25.12.4 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26

25.12.5 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.

(Clauses 25.12.6 to 25.12.10 shall be applicable to a contract sum more than R1 million for Option C (C 1.0 Securities [11.0])

25.12.6 Where security is a payment reduction in term of C 1.0 Option C, value of the works in terms of 25.1 and materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

25.12.7 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion

25.12.8 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion

25.12.9 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of

25.12.10 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate

F:..... V:..... T:.....
Item

A26.0 **ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT**

Clause 26.0

Ref Clause 6.7 [CD] – Clause 26.1

Omit Clause 26.4.3

Ref Clause 6.7 [CD] – Clause 26.7

Replace Clause 26.10 with the following:

The principal agent shall prepare the final account in consultation with the employer and issue the final account, to the contractor within sixty (60) working days of the date of practical completion

Ref Clause 6.7 [CD] – Clause 26.12

F:..... V:..... T:.....

A27.0 **RECOVERY OF EXPENSE AND/OR LOSS**

Clause 27.0

Replace Clause 27.1.2 with the following:

Interest due to late payment only

Replace Clause 27.1.4 with the following:

Interest due to late payment only

27.1.5 No Clause

Replace Clause 27.5 with the following:

Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date-of notice by the employer, the employer may recover such an amount from the security

Add the following as Clause 27.6:

Where a provisional sequestration or provisional liquidation order has been granted or where an order has been granted which commences sequestration, liquidation, bankruptcy, receivership, winding-up or any similar effect, against the contractor or this agreement is cancelled in terms of 29, the employer may issue a demand to the guarantor in terms of the construction guarantee or advance payment guarantee held as security

F:..... V:..... T:.....

Item

SUSPENSION AND TERMINATION

A28.0 **SUSPENSION BY THE contractor**

Clause 28.0

28 No Clause

28.1 No Clause

SECTION 1: PRELIMINARIES (SECTION A)
TOSCA MODULAR LIBRARY

Carried to Collection

28.1.1 No Clause
 28.1.2 No Clause
 28.1.3 No Clause
 28.1.4 No Clause
 28.1.5 No Clause
 28.2 No Clause
 28.3 No Clause
 28.4 No Clause
 F:..... V:..... T:.....

A29.0 TERMINATION

Clause 29.0

Add the following as Clause 29.1.4:

The contractor's estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

Add the following as Clause 29.1.5:

The contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract

Add the following as Clause 29.1.6:

Honour his obligations in terms of Clauses 10.1.5.1.3, 11.4.1 and 12.2. sub Clauses 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 19, 20, 22.

Replace Clause 29.7 with the following:

The employer, on notice to the contractor, may recover damages from the contractor from the date of termination including, but not limited to, additional costs incurred in the completion, consultant cost, rental of alternative accommodation, invitation of completion tenders, salaries of officials and safeguarding the site, of the remaining work [25.3.7; 27.1.3]

Replace Clause 29.9 with the following:

The employer has the right of recovery against the contractor, where applicable, [CD] from:
 The guarantee for construction (variable) until the final payment has been made;

or

The guarantee for construction (fixed) until the date of practical completion;

or

The payment reduction until the final payment is made;

or

The cash deposit made as security until the final payment is made

29.14.1 No Clause
 29.14.3 No Clause
 29.14.4 No Clause
 29.14.5 No Clause
 29.14.6 No Clause
 29.14.7 No Clause
 29.15 No Clause
 29.16 No Clause
 29.17.3 No Clause
 29.17.6 No Clause
 29.21.5 No Clause
 29.22 No Clause
 29.23 No Clause
 29.25.3 No Clause
 29.25.4 No Clause

29.27 No Clause

F:..... V:..... T:.....

Item

DISPUTE RESOLUTION

A30.0

DISPUTE RESOLUTION

Clause 30.0

Replace Clause 30.2 with the following:

Where such disagreement is not resolved within ten (10) working days of receipt of such notice it shall be deemed to be a dispute and shall be submitted to Mediation as a first method of dispute resolution failing which the parties will resort to Litigation

30.3 to 30.7.7 No Clauses

Replace Clause 30.8 with the following:

The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:

30.8.1 No Clause

Replace Clause 30.8.2 with the following:

The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties

Replace Clause 30.8.3 with the following:

Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses

Replace Clause 30.9 with the following:

Institution of Litigation shall be commenced and process served within three (3) year from the date of existence of the dispute, failing which the dispute shall lapse

30.10 No Clause

30.12 No Clause

F:..... V:..... T:.....

Item

SECTION B: GENERAL PRELIMINARIES

B1.0

DEFINITIONS AND INTERPRETATION

B1.1

Definitions

F:..... V:..... T:.....

Item

B1.2

Interpretation

F:..... V:..... T:.....

Item

B2.0

DOCUMENTS

B2.1

Checking of documents

F:..... V:..... T:.....

Item

B2.2

Provisional bills of quantities

F:..... V:..... T:.....

Item

SECTION 1: PRELIMINARIES (SECTION A)
TOSCA MODULAR LIBRARY

Carried to Collection

B2.3	Availability of construction information F:..... V:..... T:..... Item
B2.4	Ordering of materials and goods F:..... V:..... T:..... Item
B3.0	PREVIOUS WORK AND ADJOINING PROPERTIES
B3.1	Previous work - dimensional accuracy F:..... V:..... T:..... Item
B3.2	Previous work - defects F:..... V:..... T:..... Item
B3.3	Inspection of adjoining properties F:..... V:..... T:..... Item
B4.0	THE SITE
B4.1	Handover of site in stages F:..... V:..... T:..... Item
B4.2	Enclosure of the works F:..... V:..... T:..... Item
B4.3	Geotechnical and other investigations F:..... V:..... T:..... Item
B4.4	Encroachments F:..... V:..... T:..... Item
B4.5	Existing premises occupied F:..... V:..... T:..... Item
B4.6	Services - known F:..... V:..... T:..... Item
B5.0	MANAGEMENT OF CONTRACT
B5.1	Management of the works F:..... V:..... T:..... Item
B5.2	Progress meetings F:..... V:..... T:..... Item
B5.3	Technical meetings F:..... V:..... T:..... Item

B6.0 **SAMPLES, SHOP DRAWINGS AND MANUFACTURER'S INSTRUCTIONS**

B6.1 **Samples of materials**

F:..... V:..... T:.....
Item

B6.2 **Workmanship samples**

F:..... V:..... T:.....
Item

B6.3 **Shop drawings**

F:..... V:..... T:.....
Item

B6.4 **Compliance with manufacturer's instructions**

F:..... V:..... T:.....
Item
Item R c

B7.0 **DEPOSITS AND FEES**

B7.1 **Deposits and fees**

F:..... V:..... T:.....
Item

B8.0 **TEMPORARY SERVICES**

B8.1 **Water**

F:..... V:..... T:.....
Item

B8.2 **Electricity**

F:..... V:..... T:.....
Item

B8.3 **Ablution and welfare facilities**

F:..... V:..... T:.....
Item

B8.4 **Communication facilities**

F:..... V:..... T:.....
Item

B9.0 **PRIME COST AMOUNTS**

B9.1 **Responsibility for prime cost amounts**

F:..... V:..... T:.....
Item

B10.0 **ATTENDANCE ON SUBCONTRACTORS**

B10.1 **General attendance**

The **contractor** shall at his own expense provide the following general attendance on the **subcontractors**:

Access to the **site** and places where the subcontract work is to be carried out, including the reasonable use of any temporary personnel hoists erected by the **contractor**

The provision of water and lighting and single phase electric power to a position within 50 metres of the place where the subcontract work is to be carried out but excluding water, fuel and power for commissioning of any installation

The provision of an area for the **subcontractor** to establish temporary office accommodation and workshops and for the storage of plant and materials

The use of erected scaffolding belonging to the **contractor**, in common with others having the

like right, while it remains erected on the **site**

The use, at reasonable times by arrangement of the **contractor's** erected hoisting equipment

F:..... V:..... T:.....
Item

B10.2 Special attendance

F:..... V:..... T:.....
Item

B11.0 GENERAL

B11.1 Protection of the works

F:..... V:..... T:.....
Item

B11.2 Protection/isolation of existing works and works occupied in sections

F:..... V:..... T:.....
Item

B11.3 Security of the works

F:..... V:..... T:.....
Item

B11.4 Notice before covering work

F:..... V:..... T:.....
Item

B11.5 Disturbance

The **contractor** shall keep the **site**, structures, etc. well watered during operations to prevent dust and shall provide and erect and remove on completion of the **works** all necessary temporary dust screens all to the satisfaction of the **principal agent**

F:..... V:..... T:.....
Item

B11.6 Environmental disturbance

F:..... V:..... T:.....
Item

B11.7 Works cleaning and clearing

F:..... V:..... T:.....
Item

B11.8 Vermin

F:..... V:..... T:.....
Item

B11.9 Overhand work

F:..... V:..... T:.....
Item

B11.10 Tenant installations

F:..... V:..... T:.....
Item

B11.11 Advertising

F:..... V:..... T:.....
Item

SECTION C: SPECIFIC PRELIMINARIES

Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

C1.0 **CONTRACT DRAWINGS**

* Select relevant paragraph and delete whichever is not applicable depending on whether the contract is based on a **bills of quantities** or lump sum document

* The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed

* A full set of drawings is issued with the tender documents indicating the full scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed

Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent**

F:..... V:..... T:.....

Item

C2.0 **PREAMBLES**

The document "Construction Works: Specifications: General Specification (PW371-A) Edition 2.1" is obtainable on the Department's website (<http://www.publicworks.gov.za/> under "Consultants Guidelines"), and shall be read in conjunction with the **bills of quantities** / lump sum document and be referred to for the full descriptions of work to be done and materials to be used

The document "Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.2" is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities** / lump sum document

F:..... V:..... T:.....

Item

C3.0 **TRADE NAMES**

Wherever a trade name for any product has been described in the **bills of quantities** / lump sum document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the **principal agent** being obtained prior to the closing date for submission of tenders

If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for

F:..... V:..... T:.....

Item

C4.0 **IMPORTED MATERIALS AND EQUIPMENT**

Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer)

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)

F:..... V:..... T:.....

Item

C5.0 **VIEWING THE SITE IN SECURITY AREAS**

The **site** is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the **site** for tendering purposes

F:..... V:..... T:.....

Item

C6.0 **COMMENCEMENT OF WORKS IN SECURITY AREAS**

As the works falls within a security area the **contractor** must give the unit commander or other responsible officer notice before commencement of the **works**. Should the **contractor** fail to make such arrangements, admission to the site may be refused and any additional costs will be for the **contractor's** account

F:..... V:..... T:.....
Item

C7.0 **ENTRANCE PERMITS TO SECURITY AREAS**

As the **works** falls within a security area the **contractor** shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer

F:..... V:..... T:.....
Item

C8.0 **SECURITY CHECK OF PERSONNEL**

The **principal agent** may require the **contractor** to have his personnel and workmen, or a certain number of them, security classified

In the event of the **principal agent** requesting the removal of a person or persons from the works for security reasons, the **contractor** shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the **works** and the **site** and/or to any document or information relating to the **works**

F:..... V:..... T:.....
Item

C9.0 **PROHIBITION ON TAKING OF PHOTOGRAPHS**

In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister

The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959

F:..... V:..... T:.....
Item

C10.0 HIV/AIDS AWARENESS

It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained

The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of Clause A 25.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

C10.1 **AWARENESS CHAMPION**

Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification

F:..... V:..... T:.....
Item

C10.2 **AWARENESS WORKSHOPS**

Selection and appointment of a competent Service Provider approved by the **principal agent**, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification

F:..... V:..... T:.....

Item

C10.3 **POSTERS, BOOKLETS, VIDEOS, ETC.**

Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

F:..... V:..... T:.....

Item

C10.4 **ACCESS TO CONDOMS**

Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

F:..... V:..... T:.....

Item

C10.5 **MONITORING**

Monitoring HIV/AIDS awareness of workers, providing the **principal agent** with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the **construction period** and close out, all in accordance with the HIV/AIDS Specification

F:..... V:..... T:.....

Item

C11.0 **OCCUPATIONAL HEALTH AND SAFETY ACT**

The **contractor** shall comply with all the requirements as set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

It is required of the **contractor** to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities** / lump sum document

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of Clause A25.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including **interest**, due to such delay of payment

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained

F:..... V:..... T:.....

Item

C12.0	EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS: NATIONAL YOUTH SERVICE (NYS) The contractor shall comply with all the requirements as set out in the "Additional Specification SL: Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS)" as attached to these bills of quantities / lump sum document The contractor shall identify a minimum number of youth workers from a priority list, and shall employ them at the statutory labour rates for a minimum period and train them, all as per the aforementioned specification and as elsewhere measured in these bills of quantities / lump sum document The contractor shall liaise and co-ordinate with the employer and the EPWP Training Service Provider with regard to the priority list, the selection of youth workers, and the employment and training of the identified youth workers The contractor shall avail the services of an adequately qualified foreman specifically for the EPWP-NYS youth workers, to act as their construction supervisor. The foreman will be responsible for continually monitoring the progress of the youth workers and for addressing questions and issues that may arise from the youth workers Separate items which will be subject to re-measurement have been included elsewhere in these bills of quantities / lump sum document to cover the direct costs associated with the employment and training of the youth workers. Any additional requirements in respect of the aforementioned specification are deemed to be priced hereunder and no additional claims in this regard shall be entertained F:..... V:..... T:..... Item
C13.0	IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) The contractor shall comply with all the requirements of the "Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes" issued in terms of the "Basic Conditions of Employment Act, 1997 (Act No 75 of 1997)" and the related "Ministerial Determination", for the employment of locally employed temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP) The contractor shall maintain daily records with regard to the workers employed and shall, on a monthly basis, submit a report to the principal agent in the prescribed format. Compulsory indicators such as the project budget, actual project expenditure, number of job opportunities created, demographic characteristics of workers employed, minimum daily wage rate, number of person-days of employment created and number of training person-days, shall be included in said report, all as defined in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)" Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained F:..... V:..... T:..... Item
C14.0	OTHER SPECIFIC PRELIMINARIES 14.1 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. SECTION 1: PRELIMINARIES (SECTION A) TOSCA MODULAR LIBRARY

Carried to Collection

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.

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

14.2 Working hours

The work shall be executed outside normal working hours i.e. 15h00 until 23h00 from Monday to Friday. Work required to be executed outside of these hours and on weekends must be arranged with the Court Manager in advance. Non-working hours are from 08:00 to 15:00 Monday to Friday.

F:..... V:..... T:.....

Item

14.3 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. The contractor undertakes to extend these procedures, as necessary, to all subcontractors.

F:..... V:..... T:.....

Item

14.4 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 e.g. 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

14.5 Testing of flat roof waterproofing for water tightness

Flat roof waterproof areas shall be flooded and kept 'ponded' for at least forty eight hours as a test to ensure the water tightness of the waterproofing and before any further construction work is carried out above the waterproofing.

F:..... V:..... T:.....

Item

14.6 Community liaison officer

The contractor shall employ during the construction period a community liaison officer. A monetary allowance has been included in C2:2: Bills of Quantities for the salary of the community liaison officer, but the contractor shall allow for all other costs related to the employment of the community liaison officer such as but not limited to, toilet facilities, office space, supervision, stationery, safety clothing, etc.

F:..... V:..... T:.....

Item

14.7 Employment of SMME subcontractors

It is the requirement of the employer that the contractor enhances the use of SMME's on the project. The contractor shall allow for all administrative costs relating to the employment of SMME's, which shall include but not limited to administration, appointment, training, health and safety and payment and the contractor shall enter into contract agreements for minimum of 30% of the contract value.

F:..... V:..... T:.....

Item

14.8 Administration

The contractor must allow for all costs, including profit and attendance, associated with administration, appointment, training of students, candidate professionals as applicable and included in this tender document (refer Provisional Sums section). No additional claims in this regard shall be entertained.

F:..... V:..... T:.....

Item

SECTION 1		
PRELIMINARIES		
COLLECTION		
SECTION A: PRINCIPAL BUILDING AGREEMENT		
		AMOUNT
Interpretation		
A1.0 Definitions and interpretation	2	
A2.0 Law, regulations and notices	3	
A3.0 Offer and acceptance	3	
A4.0 Cession and assignment	3	
A5.0 Documents	3	
A6.0 Employer's agents	4	
A7.0 Design responsibility	4	
Insurances and securities		
A8.0 Works risk	4	
A9.0 Indemnities	4	
A10.0 Insurances	5	
A11.0 Securities	6	
Execution		
A12.0 Obligations of the parties	9	
A13.0 Setting out	10	
A14.0 Nominated subcontractors	10	
A15.0 Selected subcontractors	10	
A16.0 Direct contractors	10	
A17.0 Contract instructions	10	
Completion		
A18.0 Interim completion	11	
A19.0 Practical completion	11	
A20.0 Completion in sections	12	
A21.0 Defects liability period and final completion	12	
A22.0 Latent defects liability period	13	
A23.0 Revision of the date for practical completion	13	
A24.0 Penalty for late and non-completion	13	
Payment		
A25.0 Payment	13	
SECTION 1: PRELIMINARIES (SECTION A)		Carried Forward
TOSCA MODULAR LIBRARY		

		Brought Forward
A26.0	Adjustment of the contract value and final account	15
A27.0	Recovery of expense and/or loss	15
	Suspension and termination	
A28.0	Suspension by the contractor	15
A29.0	Termination	16
	Dispute resolution	
A30.0	Dispute resolution	17
	SECTION B: GENERAL PRELIMINARIES	
B1.0	Definitions and interpretation	
B1.1	Definitions	17
B1.2	Interpretation	17
B2.0	Documents	
B2.1	Checking of documents	17
B2.2	Provisional bills of quantities	17
B2.3	Availability of construction information	18
B2.4	Ordering of materials and goods	18
B3.0	Previous work and adjoining properties	
B3.1	Previous work - dimensional accuracy	18
B3.2	Previous work - defects	18
B3.3	Inspection of adjoining properties	18
B4.0	The site	
B4.1	Handover of site in stages	18
B4.2	Enclosure of the works	18
B4.3	Geotechnical and other investigations	18
B4.4	Encroachments	18
B4.5	Existing premises occupied	18
B4.6	Services - known	18
B5.0	Management of contract	
B5.1	Management of the works	18
B5.2	Progress meetings	18
B5.3	Technical meetings	18
B6.0	Samples, shop drawings and manufacturer's instructions	
B6.1	Samples of materials	19
B6.2	Workmanship samples	19
	SECTION 1: PRELIMINARIES (SECTION A)	
	TOSCA MODULAR LIBRARY	Carried Forward

		Brought Forward
B6.3	Shop drawings	19
B6.4	Compliance with manufacturer's instructions	19
B7.0	Deposits and fees	
B7.1	Deposits and fees	19
B8.0	B8.0 Temporary services	
B8.1	Water	19
B8.2	Electricity	19
B8.3	Ablution and welfare facilities	19
B8.4	Communication facilities	19
B9.0	Prime cost amounts	
B9.1	Responsibility for prime cost amounts	19
B10.0	Attendance on subcontractors	
B10.1	General attendance	19
B10.2	Special attendance	20
B11.0	General	
B11.1	Protection of the works	20
B11.2	Protection/isolation of existing works and works occupied in sections	20
B11.3	Security of the works	20
B11.4	Notice before covering work	20
B11.5	Disturbance	20
B11.6	Environmental disturbance	20
B11.7	Works cleaning and clearing	20
B11.8	Vermin	20
B11.9	Overhand work	
B11.10	Tenant installations	20
B11.11	Advertising	20
	SECTION C: SPECIFIC PRELIMINARIES	
C1.0	Contract drawings	21
C2.0	Preambles	21
C3.0	Trade names	21
C4.0	Imported materials and equipment	21
C5.0	Viewing the site in security areas	21
C6.0	Commencement of works in security areas	22
C7.0	Entrance permits to security areas	22
	SECTION 1: PRELIMINARIES (SECTION A)	
	TOSCA MODULAR LIBRARY	
		Carried Forward

		Brought Forward	
C8.0	Security check of personnel	22	
C9.0	Prohibition on taking of photographs	22	
C10.0	HIV/AIDS awareness	22	
C10.1	Awareness champion	22	
C10.2	Awareness workshops	23	
C10.3	Posters, booklets, videos, etc.	23	
C10.4	Access to condoms	23	
C10.5	Monitoring	23	
C11.0	Occupational Health and Safety Act	23	
C12.0	C12.0 Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS)	24	
C13.0	Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)	24	
C14.0	Other Specific Preliminaries		
C14.1	Warranties for materials and workmanship	24	
C14.2	Working hours	25	
C14.3	Cooperation of the contractor for cost management	25	
C14.4	Overloading	25	
C14.5	Testing of flat roof waterproofing for watertightness	25	
C14.6	Community liaison officer	25	
C14.7	Employment of SMME subcontractors	26	
C14.8	Administration	26	
SECTION 1 PRELIMINARIES			
CARRIED TO FINAL SUMMARY			
		SUBTOTALS: R	c
		Category: Fixed R	
		Category: Value R	
		Category: Time R	
TOSCA MODULAR LIBRARY			

INSTALLATION OF MODULAR LIBRARY AT TOSCA FOR ACSR

BILL OF QUANTITIES

INSTALLATION OF MODULAR LIBRARY AT TOSCA FOR ACSR

[illegible]

A: MODULAR LIBRARY B: SEPTIC TANK
BILL NO. 1

EARTHWORKS

SUPPLEMENTARY PREAMBLES

The contractor is referred to the Model Preambles for published by the Association of South African Quantity Surveyors

Nature of ground

The tenderer must acquaint himself with material to be excavated the nature of the ground

Carting away of excavated material

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

Filling and layer work materials

References such as "G1", "G2", etc. and "C1", "C2", etc. in descriptions of filling and layer work materials refer to corresponding references in the document "Guidelines for Road Construction Materials. TRH 14 : 1985" compiled by the Committee of State Road Authorities and the properties set out therein for each kind shall be applicable to the respective materials described hereinafter

Testing

Prices for filling are to include for all necessary density and other tests

SITE CLEARANCE

Site clearance

- 1 Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc. and trees not exceeding 200mm girth

A: 327

B: 32

m²

357

BULK EXCAVATION, FILLING, ETC.

Excavation in earth exceeding 2000mm and not exceeding 4000m deep

Carried to Bill Summary

2	Trenches including working around piles A: 0 B: 90	m ³	90		
	<u>Extra over bulk excavations in earth for excavation in</u>				
3	Soft rock A: 0 B: 9	m ³	9		
4	Hard rock A: 0 B: 5	m ³	5		
	<u>Extra over all excavations for carting away</u>				
5	Surplus material from excavations and/or stock piles on site, to a dumping site to be located by the contractor A: 0 B: 30	m ³	30		
	<u>Risk of collapse of excavations</u>				
6	Sides of trench and hole excavations exceeding 1,5m and not exceeding 4m deep A: 0 B: 66	m ²	66		
	<u>Keeping excavations free of water</u>				
7	Keeping excavation free of water A: 0 B: 1	Item	1		
	<u>FILLING ETC.</u>				
8	Earth filling obtained from the excavations (not compacted) A: 0 B: 66	m ³	66		
	<u>EXCAVATION, FILLING, ETC. OTHER THAN BULK</u>				
	<u>Excavate trench for laying of sewer pipes not exceeding 2000mm deep</u>				
10	Trench A: 51 B: 0	m ³	51		
	<u>Extra over all excavations for carting away</u>				
11	Surplus material from excavations and/or stock piles on site, to a dumping site to be located by the contractor A: 53 B: 0	m ³	53		
Carried to Bill Summary					

BILL NO. 1

EARTHWORKS

BILL SUMMARY

Total Brought Forward from Page No.

PAGE

AMOUNT

2

3

4

Carried to Sectional summary

BILL NO. 2**CONCRETE, FORMWORK AND REINFORCEMENT****SUPPLEMENTARY PREAMBLES**

The contractor is referred to the Model Preambles for Trades published by the Association of South African Quantity Surveyors

Cost of tests

The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests for approval. The testing shall be undertaken by an approved independent firm or institution nominated by the contractor (test cubes are measured separately)

Formwork

Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use

Formwork to soffits of solid slabs etc. shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described

UNREINFORCED CONCRETE CAST ON/IN FORMWORK**15MPa/19mm concrete**

- | | | | | | |
|---|--------------|------|----------------|-----|--|
| 1 | Surface beds | | | | |
| | A: 113 | B: 6 | m ³ | 119 | |

19MPa/150mm concrete

- | | | | | | |
|---|--|------|----------------|---|--|
| 2 | 400mm x 300mm x 100mm Concrete water channel on the down pipes | | | | |
| | A: 1 | B: 0 | m ³ | 1 | |

REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES.**Carried to Bill Summary**

	Reinforced concrete with a coarse aggregate of 19mm and a minimum compressive strength of 20MPa:			
3	Concrete slab and finished smooth with a wood float with provision of 450 x 600mm manhole (Measured elsewhere) A: 323 B: 6	m ²	329	
	<u>ROUGH FORMWORK</u> <u>Rough</u>			
4	Rough formwork to edges of concrete aprons not exceeding 300mm high A: 85 B: 0	m	85	
	<u>Special formwork to sides</u>			
5	Steps A: 4 B: 0	m	4	
	<u>PERMANENT FORMWORK</u> <u>1.2mm galvanised steel permanent decking system to soffits</u>			
6	Decking for slabs with ends laid on brick walls A: 0 B: 12	m ²	12	
7	6m Maxi concrete lintels at 300mm centre to centre A: 0 B: 12	no	12	
8	3.5m x 0.5mm IBR sheeting A: 0 B: 10	no	10	
	<u>REINFORCEMENT</u> <u>High tensile steel reinforcement to structural concrete work</u>			
9	12mm Diameter Y bars A: 0 B: 0,07	m	0.075	
	<u>Mild tensile steel reinforcement to structural concrete work</u>			
10	12mm Diameter Y bars A: 0 B: 0,07 <u>Fabric reinforcement</u>	m	0.07	
11	200 x 200 x 6,3mm Steel mesh reinforcement reference 245 in concrete slabs, surface beds, etc. A: 0 B: 150	m	150	
	Carried to Bill Summary			

BILL NO. 2

CONCRETE, FORMWORK AND REINFORCEMENT

BILL SUMMARY PAGE

Total Brought Forward from Page No.

PAGE

AMOUNT

6

7

Carried to Sectional Summary

BILL NO. 3**MASONRY****SUPPLEMENTARY PREAMBLES**

The contractor is referred to the Model Preambles for Trades edition published by the Association of South African Quantity Surveyors

BRICKWORK**Sizes in descriptions**

Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick

Face bricks

Bricks shall be ordered timeously to obtain uniformity in size and colour

Pointing

Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc.

FOUNDATIONS**Brickwork Face brick in class II mortar**

- 1 One brick walls

A: 66

B: 54

m²

120

2.5mm Brickwork reinforcement

- 2 150mm Wide reinforcement built in horizontally

A: 53

B: 204

m

257

Carried to Sectional Summary

BILL NO. 4**WATERPROOFING****SUPPLEMENTARY PREAMBLES**

The contractor is referred to the Model Preambles for Trades edition published by the Association of South African Quantity Surveyors

Waterproofing

Waterproofing of roofs, basements, etc. shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc. with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs

DAMP PROOFING OF WALLS AND FLOORS

One layer 250 micron green polyethylene waterproof sheeting (SANS 952-1985 type C) sealed at laps with PVC self-adhesive tape

1 Under surface beds

m²

323

Carried to Sectional Summary

BILL NO. 5**PLASTERING****SUPPLEMENTARY PREAMBLES**

The contractor is referred to the Model Preambles for Trades edition published by the Association of South African Quantity Surveyors

Plaster to existing brick walls & newly build walls.

Plaster to walls shall be of 1:4:4 mixture cement mortar. The plaster shall be 19 mm thick & finished to a true & even surface with steel trowel, neatly finished on corners and reveals.

INTERNAL PLASTER

Cement plaster steel trowelled, on brickwork

1	On walls A: 0	B: 80	m ²	80
---	------------------	-------	----------------	----

Carried to Sectional Summary

BILL NO. 6

PLUMBING AND DRAINAGE (PROVISIONAL)

SUPPLEMENTARY PREAMBLES

The contractor is referred to the Model Preambles for Trades published by the Association of South African Quantity Surveyors

PVC-U pipes and fittings

Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings. Soil, waste and vent pipes and fittings shall be solvent weld jointed or sealed with butyl rubber rings.

Fixing of pipes

Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls, etc., casting in, building in or suspending not exceeding 1m below suspension level.

Disinfection of water pipework

Water pipework is to be disinfected at completion.

Laying, backfilling, bedding, etc. of pipes

Pipes shall be laid and bedded in accordance with manufacturers' instructions and trenches shall be carefully backfilled.

Where no manufacturers' instructions exist, pipes shall be laid in accordance with the relevant section of SANS 2001.

General

Descriptions of pipes laid in and including trenches and of inspection chambers, catchpits, etc. shall be deemed to include excavation, bedding, backfilling, compaction to a minimum of 90% Mod AASHTO density and disposal of surplus material on site.

As-built drawings

Where required, the contractor shall prepare an updated set of as-built drawings. At completion of the contract the contractor shall hand these drawings to the Project Manager for reproducing onto the originals for handing over to the employer.

Carried to Bill Summary

<u>SANITARY PLUMBING</u>			
<u>PVC soil and vent pipes</u>			
1	110mm Pipes	m	17
2	50mm Pipes	m	10
<u>Extra over PVC-U soil and vent pipes for fittings</u>			
3	110mm x 87.5° bend with IE	No	3
<u>WATER SUPPLIES</u>			
4	Excavation in earth not exceeding 1m deep for pipe trenches	m³	18
5	Backfilling to pipe trenches compacted to 90% Mod AASHTO density	m³	18
<u>Polycopper pipes</u>			
6	20mm Polycopper pipes laid in and including trenches not exceeding 1m deep	m	76
<u>Galvanised pipes</u>			
7	15mm Galvanised pipe	m	12
8	20 x 15mm Galvanised reducer	No	4
9	15mm Galvanised Tee piece	No	6
10	15mm Galvanised elbow	No	40
11	Testing waste pipe system	Item	1
12	450mm x 600mm Cast iron manhole cover	No.	2
Carried to Bill Summary			

BILL NO. 6

PLUMBING AND DRAINAGE

BILL SUMMARY PAGE

Total Brought Forward from Page No.

PAGE

AMOUNT

12

13

Carried to Sectional Summary

BILL NO. 7

**ALLUMINIUM WINDOW OPENING TO CHILDREN
LIBRARY AREA**

- 1 Supply and install alluminium window openning frame of
15mx 1.5m high including 6.38mm tinted soundproof glass

no

1

Carried to Sectional Summary

BUILDING WORKS				
SECTIONAL SUMMARY PAGE				
	Brought Forward from		PAGE	AMOUNT
EARTHWORKS			5	
CONCRETE, FORMWORKS AND REINFORCEMENT			8	
MASONRY			9	
WATERPROOFING			10	
PLASTERING			11	
PLUMBING AND DRAINAGE			14	
ALLUMINIUM WINDOW OPENING(Children Library)			15	
CARRIED TO FINAL SUMMARY				

<u>EXTERNAL WORKS</u>			
<u>BILL NO. 8</u>			
<u>INSTALLATION CLEAR VIEW FENCE</u>			
<u>EARTHWORKS</u>			
<u>EXCAVATIONS ETC.</u>			
<u>Excavation in earth not exceeding 2m deep</u>			
<u>Digging of holeS</u>			
1	Holes	m³	5
<u>Extra over all excavations for carting away</u>			
2	Surplus material from excavations and/or stock piles on site, to a dumping site to be located by the contractor	m³	5
<u>Keeping excavations free of water</u>			
3	Keeping excavations free of all water other than subterranean water	Item	1
<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>			
<u>REINFORCED CONCRETE CAST ON/IN FORMWORK</u>			
<u>15MPa/19mm concrete</u>			
4	Surface beds	m³	5
<u>FENCING</u>			
<u>Fence</u>			
<u>Clear view welded mesh fence anti-cut fully galvanised at a Minimum of 275g/m2 Zinc coated</u>			
Carried to Bill Summary			

5	3000mm x 2500mm high Anti-cut/ Anti-climb Clear view welded mesh fence panel of 4mm diameter vertical wire and 3,15mm horizontal wire and 4 horizontal V-bends for added strength and rigidity, fully hot dip galvanised at a Minimum of 275g/m2 Zinc coated with 100 x 8mm clamp finished with spikes on top	m	164		
6	4mm Thick x 60 x 60 x 3000mm high Zincalume corner post	No.	8		
7	4mm Thick x 60 x 60 x 3000mm high Zincalume intermediate post	No.	38		
8	5030mm x 2500mm High sliding motor gate of 2515mm x 1800mm high Clear view welded mesh fence panel fully galvanised at a Minimum of 275g/m2 Zinc coated with 100 x 8mm clamp. Support the gate on each side with two 100 x 100mm zinc coated square tubing of the same height of the gate embedded in concrete 400 mm deep and a pair of roller guides and wheels. 12 mm diameter round bar welded to on full length to 8 x 40 x 40 x 5mm angle iron bar rail track fixed level in concrete and finished with 50 mm spikes on top, security lock set with provision of handles both sides.	No.	1		
9	900mm x 1800mm High single motor gate of 2515mm x 4200mm high Clear view welded mesh fence panel fully galvanised at a Minimum of 275g/m2 Zinc coated with 100 x 8mm clamp including excavation and concrete for sliding.	No.	1		
Carried to Bill Summary					

BILL NO. 8

INSTALLATION CLEAR VIEW FENCE

BILL SUMMARY PAGE

Total Brought Forward from Page No.

PAGE AMOUNT

17

18

Carried to Sectional Summary

BILL NO. 9**ROADWORK, PARKING AREAS AND PAVING****SUPPLEMENTARY PREAMBLES****Testing of material and filling**

Descriptions of earth filling, compaction, etc. shall be deemed to include for all necessary testing required in accordance with the SABS 1200 series

Precast concrete block road surfacing

Paving shall be laid in accordance with SABS 1200 MJ, SANS 1058 and the Concrete Masonry Association's specifications

Paving shall be laid to herringbone pattern on 20mm thick (thickness after final compaction) clean river sand (preparation of ground or filling elsewhere)
Clean sand shall be swept into joints between road stones at completion

Open face excavation in earth over sloping site

- | | | | |
|---|---|----------------|-----|
| 1 | Open face excavation to form platforms under parking areas etc. and depositing excavated material over site, including haulage not exceeding 1000mm from perimeter of excavations | m ³ | 105 |
|---|---|----------------|-----|

Extra over all excavations for carting away

- | | | | |
|---|--|----------------|-----|
| 2 | Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor | m ³ | 105 |
|---|--|----------------|-----|

Keeping excavations free of water

- | | | | |
|---|---|------|---|
| 3 | Keeping excavations free of water other than subterranean water | Item | 1 |
|---|---|------|---|

Carried to Bill Summary

<u>Compaction of surfaces</u>					
4	Compaction of ground surfaces under pavings etc., including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m ²	349		
<u>WEED KILLERS, INSECTICIDES, ETC.</u>					
Weed killer (active ingredients metalaclor 102,8 g/l, terbitilasien 248,6 g/l and atrasien 248,6 g/l) mixed in the proportion of 100 ml weed killer to 100 l water and applied at a rate of 10 l/m ²					
<u>Soil insecticide in accordance with SANS 5859</u>					
5	Under paving, etc., including forming and poisoning shallow furrows against foundation walls etc., filling in furrows and ramming	m ²	349		
<u>60mm Thick 25MPa precast concrete interlocking block paving of 110 x 220mm grey paving blocks in accordance with SANS 1058, laid to falls on and including 25mm thick sand layer with joints filled in with sand, compacted with a vibration compactor</u>					
6	Paving to parking areas etc. to falls, including necessary straight edge blocks	m ²	349		
7	Edging to paving not exceeding 300mm wide	m	54		
<u>Precast concrete finished smooth on exposed surfaces, including bedding, jointing and pointing</u>					
8	150 x 300mm High kerbs with 150 x 150 x 300mm unreinforced concrete hunching at back of each joint, including excavation, backfilling, etc.	m	54		
Carried to Bill Summary					

<u>DOUBLE CURVED SHAPE CARPORTS</u>				
<u>The Curved double carport of 6m wide x 6m in length for Four (4) cars</u>				
<u>EARTHWORKS</u>				
<u>Excavation in earth not exceeding 2m deep</u>				
10	Digging for holes	m ³	6	
<u>Extra over all excavations for carting away</u>				
11	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m ³	6	
<u>Risk of collapse of excavations</u>				
12	Sides of trench and hole excavations not exceeding 1,5m deep	m ²	6	
<u>WEED KILLERS, INSECTICIDES, ETC.</u>				
<u>Weed killer (active ingredients Metolachlor 102,8 g/l, terbitilasien 248,6 g/l and atrasiensien 248,6 g/l) mixed in the proportion of 100 ml weed killer to 100 l water and applied at a rate of 10 l/m²½</u>				
<u>Soil insecticide in accordance with SANS 5859</u>				
13	In holes	m ²	6	
<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>				
<u>UNREINFORCED CONCRETE CAST ON/IN FORMWORK</u>				
<u>15MPa/19mm concrete</u>				
14	In holes	m ³	6	
<u>ROOF COVERINGS, CLADDINGS, ETC.</u>				
<u>SUPPLEMENTARY PREAMBLES</u>				
<u>PROFIED METAL SHEETING AND ACCESSORIES</u>				
<u>0,6mm Z275 spelter galvanised troughed (Chromadek steel sheets in single lengths not exceeding 13m with grey finish of approved standard colour on one side and standard grey backing finish on reverse side, fixed to timber purlins</u>				
15	0,58mm flat IBR roof sheeting fixed on steel purlins with self-taping bolts and washers	m ²	83	
Carried to Bill Summary				

<u>METALWORK</u>					
16	100 x 100 x 2.5m high vertical Square tubing embedded in concrete footings with 250 x 250 x 2.5mm thick base plate of 4 x 15mm diameter holes for bolts fixed to concrete	No	6		
17	100 x 100mm horizontal square tubing welded to the vertical posts	m	20		
18	75 x 75mm Steel Purlins (CURVED) welded on the horizontal square tubing at 1200mm centers	m	26		
<u>PAINTWORK</u>					
<u>SUPPLEMENTARY PREAMBLES</u>					
<u>PAINT SPECIFICATIONS</u>					
All painting shall be done in accordance with SABS specifications unless otherwise described					
<u>ON METAL SURFACES</u>					
One coat alkyl based zinc phosphate primer and two coats premium quality polyurethane enamel paint on steel					
19	On structural steel	m ²	57		
20	On structural steel not exceeding 300mm girth	m	26		
Carried to Bill Summary					

BILL NO. 9

ROADWORK, PARKING AREAS AND PAVING

BILL SUMMARY PAGE

Total Brought Forward from Page No.

PAGE

AMOUNT

20

21

22

23

Carried to Sectional Summary

EXTERNAL WORKS

SECTIONAL SUMMARY PAGE

Brought Forward from

PAGE

AMOUNT

INSTALLATION CLEAR VIEW FENCE

19

ROADWORK, PARKING AREAS AND PAVING

24

CARRIED TO FINAL SUMMARY

BILL NO. 10				
ELECTRICAL WORKS				
CABLING				
Supply and install SANS approved PVC insulated stranded copper conductors cable. The tendered rates shall make provision for normal wastage.				
1	16mm X 3 core armoured cable	m	107	
2	Cable glands	No.	2	
CABLE TRENCHES				
3	Excavation in earth not exceeding 2m deep for cable trenches including risk of collapse of excavations, keeping excavations free from water, setting aside excavated material and later refilling of trenches	m ³	36	
EARTHING & BONDING				
All metal parts of roofs, gutters and down pipes shall be earthed. One bare 10mm ² copper conductor shall be installed over the full length of the ceiling void, fixed to the top purlin and connected to the main earth conductor at each Distribution Board. The roof and gutters shall be connected at 15mm X 0,8mm copper strapping (not conductor) and galvanised bolts & nuts.				
4	10mm ² copper conductor	m	6	
5	Copper strapping complete with galvanised bolts & nuts	m	5	
6	1m earth spike complete with clamps & terminals	No.	1	
7	20mm galvanize pipe (with steel saddles)	No.	1	
SECURITY LIGHT FITTINGS				
Supply, deliver to site, store & install SANS approved wall mounted water resistant brackets type Beka bulkhead 85W heat resistant, shrouded ES lamp complete with accessories. (Current must be tapped from the D\B)				
8	Bulkhead 85W light fitting energy saver with bulb to be operated by photo-cell	No.	4	
9	24W Photo -cell	No.	1	
10	Supply and install Electrical gate motor D5 Evo Centurion	No.	1	
ELECTRICAL TEST				
11	Provision for the required inspections, tests and commissioning of the complete installation and the issuing of the required certificates of compliance.	Item	1	
MECHANICAL WORK SUNDRIES				
12	Units mounting brackets (Set of 2)	No.	3	
CARRIED TO FINAL SUMMARY				

BILL NO. 11**PROVISIONAL SUMS****MODULAR LIBRARY****SUPPLEMENTARY PREAMBLES****General**

Work for which budgetary allowances are provided will be measured and valued in accordance with the Principal Building Agreement of the Joint Building Contract Committee contract and deducted in whole or in part if not required without any compensation for loss of profit on the said allowances

Prime cost amounts and provisional sums are net. Prime cost amounts shall include for delivery to site of all articles concerned Provisional sums are for material and equipment supplied and installed complete by firms of specialists

Profit

Where stated, the contractor may allow for profit if required

BUDGETARY ALLOWANCES

Supply and delivery of 19m x 17m Library as per the attached plan to the specification

- 1 Allow the sum of R 1850 000.00 for supply, delivery and installation of prefabricated modular library as per the plan attached to this bill of quantities
- 2 Add for profit and general attendance upon above if required

SUM

SUM

CARRIED TO FINAL SUMMARY

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO 12 <u>PREFABRICATED GUARDHOUSE</u> <u>NOTES</u> <u>PREAMBLES</u> The contractor is referred to the General Preambles for Trades published by the Association of South African Quantity Surveyors before pricing this bill. <u>Roof</u> The 3 x 3 guard shack roof consists of galvanized steel rolled roofing for long lasting durability <u>Floor</u> Strong and robust, made with premium OSB flooring over pressure treated floor joists. The floor should be insulated and covered with tough vinyl flooring. <u>Walls</u> Walls consist of interior vinyl clad gypsum, OSB sheathing and aluminium exterior makes for a dent resistant and maintenance free finish. <u>Doors</u> Hinged insulated metal swinging door with half glass for the guard room and an insulated metal swinging door for the toilet. Supply, deliver and install a 3m x 3m prefabricated guardhouse with a toilet. The toilet door should open from outside.		1		
	Carried to Sectional Summary				

BILL NO 12

PREFABRICATED GUARDHOUSE

NOTES

PREAMBLES

The contractor is referred to the General Preambles for Trades published by the Association of South African Quantity Surveyors before pricing this bill.

Roof

The 3 x 3 guard shack roof consists of galvanized steel rolled roofing for long lasting durability

Floor

Strong and robust, made with premium OSB flooring over pressure treated floor joists. The floor should be insulated and covered with tough vinyl flooring.

Walls

Walls consist of interior vinyl clad gypsum, OSB sheathing and aluminium exterior makes for a dent resistant and maintenance free finish.

Doors

Hinged insulated metal swinging door with half glass for the guard room and an insulated metal swinging door for the toilet.

Supply, deliver and install a 3m x 3m prefabricated guardhouse with a toilet. The toilet door should open from outside.	Item
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Item

1

Carried to Sectional Summary

BILL NO 13**PROVISIONAL SUMS**

- | | | | |
|---|---|------|---|
| 1 | Allow R7 500.00 for electrical connection to the DB.
Amount to be used as directed by the Project Manager and to be use deducted in whole or part if not used. | Item | 1 |
| 2 | Allow R7 500.00 for drainage connection and commissioning to the drainage system. Amount to be used as directed by the Project Manager and to be use deducted in whole or part if not used. | Item | 1 |

Carried to Sectional Summary

BILL NO 14**EXTERNAL WORKS - GENERAL PAVING WORKS****GENERAL PREAMBLES**

Supplementary preambles contained in any individual trade of these bills of Quantities shall apply equally to any work of a similar nature in this External Works trade unless otherwise stated.

PAVING WORK

1	Excavation in earth for reduced levels	m ³	30
2	Extra over all excavation for carting away surplus material from excav and or storkpile on site to a dumping site to be located by the Contractor	m ³	30
3	Earth filling supplied by the Contractor (G5 Material) under paving	m ³	30
4	Compacting ground surface under pavings, etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 95% Mod AASTO density.	m ²	197
5	Soil poisoning surfaces of ground under paving bricks including forming poisoning shallow furrows against kerbing etc. filling in furrows and	m ²	197
6	250 micron Upvc plastic under paving	m ²	300
7	Laying of 60 mm thick grey double zig zag (shape S-A) interlocking paving paving bricks with butt joints to herringbone pattern on and including thick river sand bedding treated with weedkiller and with clean sand swept into joints, laid to falls to sides of drive and walk ways, road, parking areas	m ²	197
8	200 X 150mm deep 15Mpa concrete on edge of pavers	No	66

Note: poisoning certificate to be issued after completion of activity

Carried to Sectional Summary

BILL NO 15

STEEL WORKS

1	Supply and install 1m x 1m, 10mm aluminium tubes buglers on window openings with a spacing of 100mm c/c.	No.	2
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Carried to Sectional Summary

SECTIONAL SUMMARY PAGE
GUARDHOUSE

PREFABRICATED GUARDHOUSE

28

PROVISIONAL SUMS

29

PAVING WORK

30

STEEL WORK

31

SUB TOTAL

CARRIED TO FINAL SUMMARY PAGE

FINAL SUMMARY PAGE				
		PAGE	AMOUNT	
PRELIMINARIES(ANNEXURE A)		30(Prelim)		
BUILDING WORK		16		
EXTERNAL WORK		25		
ELECTRICAL WORK		26		
PROVISIONAL SUMS(MODULAR LIBRARY)		27		
GUARD HOUSE		32		
SUB-TOTAL				
CONTINGENCY				
Contingencies to be used as instructed by the Department			50,000.00	
SUB-TOTAL including Contingencies, but excluding Value Added Tax (VAT)				
ADD: Value Added Tax (VAT) calculated at the rate of 15%				
GRAND TOTAL				

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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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.

- | | |
|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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.

Js General Conditions of Contract (revised July 2010)

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ACSR 124/2026	CLOSING DATE:	27 FEBRUARY 2026	CLOSING TIME:	11H00
DESCRIPTION	SUPPLY, DELIVERY AND INSTALLATION OF MODULAR LIBRARY IN TOSCA: KAGISANO MOLOPO LOCAL MUNICIPALITY				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
760 DR JAMES MOROKA ROAD					
GAABOMOTHO BUILDING					
MMABATHO					
2735					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MS. S. PITSO		CONTACT PERSON	MR. K. PHELWANE	
TELEPHONE NUMBER	018 388 2968/3190		TELEPHONE NUMBER	018 388- 3967/ 2166	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	sgpitso@nwpg.gov.za		E-MAIL ADDRESS	kphelwane@nwpg.gov.za	
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:

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 institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted

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.

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 quotations and 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 equal to or below R50 million (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 million (all applicable taxes included).

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

- a) The applicable preference point system for this quotations and tender is 80/20 and 90/10 preference point system.

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	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS and PRICE	100	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 regarding 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:

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

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:

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

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	ACHIEVEMENT AND OWNERSHIP LEVELS	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)
Historically Disadvantaged Individuals (Before 1994)	100% black ownership 51% - 99% black ownership Less than 50% black ownership (Maximum to be claimed = 06 points)	06 03 01	
Enterprises owned by Women (CSD to be attached)	100% women ownership 51% - 99% women ownership Less than 50% women ownership (Maximum to be claimed = 08 points)	08 04 02	
Enterprises owned by persons with disability (Medical Certificate to be attached)	100% owned by persons with disability 51% - 99% owned by persons with disability Less than 50% owned by persons with disability (Maximum to be claimed = 03 points)	03 02 01	
Enterprises owned by youth (CSD to be attached)	100% owned by youth 51% - 99% owned by youth Less than 50% owned by youth (Maximum to be claimed = 03 points)	03 02 01	
TOTAL		20	

TABLE 1 B (90/10 PREFERENCE POINT SYSTEM)

The specific goals allocated points in terms of this tender	ACHIEVEMENT AND OWNERSHIP LEVELS	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Historically Disadvantaged Individuals (Before 1994)	100% black ownership Less than 100% black ownership (Maximum to be claimed = 02 points)	02 01	
Enterprises owned by Women (CSD to be attached)	100% women ownership 51% - 99% women ownership Less than 50% women ownership (Maximum to be claimed = 04 points)	04 02 01	
Enterprises owned by persons with disability (Medical Certificate to be attached)	100% owned by persons with disability Less than 100% owned by persons with disability (Maximum to be claimed = 02 points)	02 01	
Enterprises owned by youth (CSD to be attached)	100% owned by youth Less than 100% owned by youth (Maximum to be claimed = 02 points)	02 01	
TOTAL		10	

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.

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SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

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