



SBD 1

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	LEDA/KKP/2025/26-2C	CLOSING DATE:	27 OCTOBER 2025	CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN, CONSTRUCTION, REFURBISHMENT AND UPGRADE OF EXISTING BUILDING FACILITY AND INSTALLATION OF SWEET POTATO YOGHURT PROCESSING MACHINERY FOR KGAROSE KGAROS PTY LTD AT SESHEGO INDUSTRIAL PARK. CIDB GRADING:7GB OR HIGHER				
<b>BID RESPONSE DOCUMENTS SHOULD BE HAND DELIVERED TO THE ADDRESS BELOW:</b>					
LIMPOPO ECONOMIC DEVELOPMENT AGENCY					
ENTERPRISE HOUSE					
MAIN ROAD					
LEBOWAKGOMO					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	SUZAN MABEBA		CONTACT PERSON	NYIKO MHINGA	
TELEPHONE NUMBER	066 484 1939		TELEPHONE NUMBER	083 310 1277	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:suzan.mabeba@lieda.co.za">suzan.mabeba@lieda.co.za</a>		E-MAIL ADDRESS	<a href="mailto:Nyiko.mhinga@lieda.co.za">Nyiko.mhinga@lieda.co.za</a>	
<b>SUPPLIER INFORMATION</b>					
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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES	<input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES	<input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES	<input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES	<input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES	<input type="checkbox"/> NO	
<b>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.</b>					

**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, 2022, 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](http://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 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: .....



SBD 3.1

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

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

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

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date: 27 October 2025

OFFER TO BE VALID FOR...90.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
** (ALL APPLICABLE TAXES INCLUDED)			

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

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

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

\*Delete if not applicable



SBD 4

**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 interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:  
 .....  
 .....

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

2.3.1 If so, furnish particulars:  
 .....  
 .....

<sup>1</sup> 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.





SBD 6.1

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

*(delete whichever is not applicable for this tender).*

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

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

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

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

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

#### 80/20

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

Where

P<sub>s</sub> = Points scored for price of tender under consideration

P<sub>t</sub> = Price of tender under consideration

P<sub>min</sub> = Price of lowest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of verification
Black people ownership	5		Central Supplier Database
Women equity	3		Central Supplier Database
Youth equity	2		Central Supplier Database
Disability	2		Medical certificate or equivalent
Promotion of small businesses	3		Latest financial statement
Enterprises located within Limpopo	3		Proof of address in the name of the company
Military Veterans (MVA)	2		MVA force number
<b>TOTAL</b>	<b>20</b>		

**5. DECLARATION WITH REGARD TO COMPANY/FIRM**

5.1. Name of company/firm.....

5.2. Company registration number: .....

5.3. 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]

5.4. 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.

	..... <b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....



ROOTED IN THE FUTURE

## TERMS OF REFERENCE

**DESIGN, CONSTRUCTION, REFURBISHMENT AND UPGRADE OF  
EXISTING BUILDING FACILITY AND INSTALLATION OF SWEET  
POTATO YOGHURT PROCESSING MACHINERY FOR KGAROSE  
KGAROS PTY LTD - PHASE 1**

**LOCATED IN LEDA SESHEGO INDUSTRIAL PARK, CAPRICORN  
DISTRICT, LIMPOPO PROVINCE PROPERTY F33/12 ERF 8190. CIDB  
GRADING: 7GB OR HIGHER**

**REQUEST FOR PROPOSAL (RFP): LEDA/KKP/2025/26-2**

**CLOSING DATE : 27 OCTOBER 2025**

**CLOSING TIME : 11H00**

**VALIDITY PERIOD : 90 DAYS**

## **1. PURPOSE**

To appoint a service provider for the design, construction, refurbishment, and upgrade of existing building facility and installation of sweet potato yoghurt processing machinery for Kgarose Kgaros Pty Ltd at Seshego Industrial Park, in Polokwane.

## **2. BACKGROUND**

Kgarose Kgaros (Pty) Ltd is an established agro-processing company located in Polokwane, specializing in the production of Pota Yoga, a sweet potato yogurt. The company was officially registered as a private entity in 2016. Currently, the business operates in both formal and informal markets, primarily by supplying other stores. However, with the acquisition of larger equipment and refrigerated vehicles, the company plans to expand its operations to supply its products to a broader range of formal markets, including retailers, wholesalers, and government departments.

## **3. PROJECT LOCATION**

The factory is located in LEDA Seshego Industrial Park, on stand/property F33/12 Erf 8190, which falls under the jurisdiction of the Polokwane Municipality in the Capricorn District of Limpopo Province, South Africa. The directions to Seshego Industrial Park are as follows: the processing plant is situated approximately 9.8 kilometers via Nelson Mandela Drive. The GPS coordinates for the location are 23°50'16.8"S and 29°51'5.5"E.

## **4. SCOPE OF WORK**

The Contractor shall be appointed for this Turnkey Project implementation, Design and Construction:

- 4.1. Prepare detailed designs and submit them to the relevant institutions to obtain the necessary approvals.
- 4.2. Renovate and modify the facility to meet food processing standards. This includes constructing internal partitions (for ablution facilities, kitchen, storerooms, and working areas), repairing the roof, installing floor drains and a sewer system, paving the driveway, constructing water treatment and storage systems, cold rooms, facility air conditioning system, installing backup power systems, erecting fencing, establishing a mini outlet shop, and installing sweet potato yoghurt processing machinery.

4.3. The yoghurt processing equipment/machinery will include and not limited to the following to achieve the daily production of approximately 11,500 units of 500g yoghurt:

- Cooker/Blender Tank with Dimple Jacket
- Insulated Batch Pasteurizer with Dimple Jacket
- Single-Shell Flavouring Tank
- Single-Shell Juice Mixing Tank
- Metal Detector
- Fully Automatic Rotary Filler
- Steam Boiler

**Note:** The equipment must be successfully commissioned, which includes the sourcing of raw materials, consumables, cleaning, water, and electricity.

## 5. EXPECTED DELIVERABLES

- Compliance approvals with Municipality, Department of Health and Environmental Affairs.
- Approved detailed design documents.
- Refurbished and upgraded facility.
- Fully functional installed and commissioned sweet potato yoghurt Processing Equipment.
- Operation manuals.
- Training and Handover Documentation.
- Product Certification.

## 6. TIME FRAME.

The qualified bidder is expected to design, supply, install, and commission agro-processing equipment for the production of drinkable sweet potato yogurt, renovate and modify the facility to meet food processing standards. This should be completed within a period of twelve (12) months from the date of appointment.

## 7. RESOURCES (EQUIPMENT AND HUMAN)

Human resources must be capable of successfully executing a project of this nature. All technical work must be carried out by qualified artisans with relevant experience. Bidders are required to provide the curriculum vitae of the key personnel who will be performing the work.

CATEGORY	EXPERIENCE AND QUALIFICATIONS	YEARS OF EXPERIENCE
Project Manager	Experience in managing Supply, delivery and installation of agro-processing equipment. Professional registered with ECSA or SACPCMP with minimum of National Diploma in Mechanical or Civil Engineering or National Diploma in Project/ Construction Management	4
Quality Control & Health and Safety	Qualified Safety Officer certificate and with Experience in food manufacturing/ industry Quality Control and safety	1
Plant/Equipment Operators (Forklift)	Forklift operator certificate	1
Electrician Artisan	Electrical Artisan Trade Test certificate with experience in mechanical equipment	4
Electrical Technician	Professional ECSA registered with minimum of Diploma or BTech in Electrical Engineering	4
Mechanical Technician	Professional ECSA registered with minimum of Diploma or BTech in Mechanical Engineering	4
Building works Artisans (all three – bricklayers, painter, plumber)	Artisans with Trade Tests certificates and experience in building works	3

## 8. BID EVALUATION CRITERIA

The bid will be evaluated in accordance with the 80/20 preference point system as contemplated in the Preferential Procurement Regulations of 2022.

### 8.1. EVALUATION AND SELECTION CRITERIA

LEDA has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate1)	Price and Specific Goals (Gate 2)
<p>Bidders must submit all documents as outlined in <b>paragraph 8.2 (Table 2)</b> below.</p> <p>Bidders who are <b>7GB or Higher CIDB Grading</b></p> <p>Only bidders that comply with ALL these criteria will proceed to Gate 1.</p>	<p>Bidder(s) are required to achieve a minimum of <b>60 points</b> out of 100 points to proceed to Gate 2 (Price and Specific Goals)</p>	<p>Bidder(s) will be evaluated on price and Specific Goals claimed points.</p>

### 8.1.1. Gate 0: Pre-qualification Criteria

Without limiting the generality of LEDA’s other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 2** below. All documents must be completed and signed by the duly authorized representative of the Prospective bidder(s). During this phase, Bidders’ responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents:

**Table 2: Documents that must be submitted for Pre-qualification.**

Documents that must be submitted	Non-submission will result in disqualification	Requirement
CIDB grading	YES	7GB or Higher CIDB Grading, in case of JV partnership calculated CIDB results must be attached.
Bid Document Completeness	YES	The document must be compiled in the order and page numbering sequence provided without omission of pages. Documents must be initialized on each page and signed with black ink where required. All documents must be filled by black ink, no typing allowed.
Invitation to Bid – SBD 1	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time
Compulsory attendance of the site briefing	YES	Must attend the site briefing as per scheduled date and time and ensure to sign the attendance register.
Bills of Quantities (BOQs) / Specification form	YES	All items of the BOQs must be fully completed ( <b>rates and amounts</b> ) and submitted with the bid by the closing date and time
Declaration of Interest – SBD 4	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time. Interest in other companies that are not bidding for this bid must be declared. In case of JV, all parties must separately declare.
Preference Points Claim Form – SBD 6.1	NO	Non-submission will lead to a zero (0) score on Specific goals. In case of JV, a consolidated points must be claimed.
A valid certificate or official letter of good standing with Workman Compensation Fund	NO	The successful bidder will be required to comply with the requirements of Occupational Health and Safety Act, 85 of 1993.
Joint Venture Agreement/ Power of Attorney in case of Joint Ventures	YES	JV agreement must be in place indicating shareholding percentages. The leading partner must have higher CIDB grading.

### 8.1.2. Evaluation for Pre-Qualification criteria

Bidders must ensure that they meet the following requirements before the bid can be awarded:

Criteria	Requirement
Tax compliance status	Bidder must be tax compliant before the bid is awarded, i.e. <i>Where the recommended bidder is not tax compliant, the bidder will be notified of their non-compliant status and the bidder must be requested to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax obligations within 7 working days. The bidder should thereafter provide the accounting officer or accounting authority with proof of their tax compliance status which should be verified via the Central Supplier Database or eFiling</i>
Business registration	The Company must be in business
Company registration with central supplier database (CSD)	Company must be registered on central supplier database (CSD)
In the service of the state status	Shareholders or directors must not be employed by state departments, municipalities, municipal entities, public entities
Tender defaulting and restriction status	Bidders Must not be listed as defaulters and/or restricted
Workmen's Compensation Registration Certificate	Must submit Valid copy of COIDA certificate or Confirmation Letter from the Department of Labour or proof of payment thereof
Joint Venture Agreement/ Power of Attorney in case of Joint Ventures	It must be registered on CSD as a J/V. The process is that the service providers must register the J/V at SARS then open a J/V bank account. With those documents they can then register the J/V on CSD

### 8.1.3. Gate 1: Technical Evaluation Criteria = 100 points

All bidders are required to respond to the technical evaluation criteria.

- Only Bidders that have met the **Pre-Qualification Criteria** will be evaluated in **Gate 1** for functionality. Functionality will be evaluated in accordance with the Evaluation Criteria stipulated in the terms of reference.
- A bidder that scores less than **60%** points out of 100% as per categories in respect of functionality will be regarded as submitting a non-responsive proposal and will not proceed to **Gate 2 for Price and Specific goals evaluations**.
- As part of due diligence, LEDA may conduct a site visit at a site of the Bidder (reference) for validation of the services rendered. The choice of the sites will be at the LEDA's sole discretion.

**Functional evaluation criteria**

CRITERIA	EVIDENCE	VALUE	WEIGHTING
<p>Current contractual obligations. Bidder must provide list of previous and current projects with contactable references. The information must include name of project, nature, value, start and end date, contact details.</p> <p>Bidders must declare if they are not committed to anyone. Writing Not Applicable will forfeit points claiming.</p>	No information	0	15
	Committed for 4-months after bid closing date	1	
	Committed for 3 months after closing of this bid	2	
	Committed for 2 months after this bid closing date	3	
	Committed for 1 months after this bid closing date	4	
	Completed all current obligations and no current obligations	5	
<p>Program of Works (Execution Plan with cash flow projections)</p>	No information or form not completed/ not attached	0	10
	Gantt chart without applicable activities	1	
	Gantt chart without applicable activities, time frame outside the contract period	2	
	Clear applicable activities, Gantt chart and within contract period	3	
	Clear applicable activities, Gantt chart and within contract period, with non - realistic cash flow	4	
	Clear applicable activities, Gantt charts and completion is within contract duration and realistic cash flow	5	
<p>Key personnel available for this contract (Bidders must submit/attach cv's of personnel employed by the company and their certified qualifications, professional memberships and identity documents)</p>	No information / CVs not attached	0	20
	<p><b>Two</b> of any of the following:</p> <ul style="list-style-type: none"> <li>• Project Manager</li> <li>• Electrician Artisan</li> <li>• Electrical Technician</li> <li>• Mechanical Technician</li> <li>• Safety Officer</li> <li>• Plant/Equipment Operator (Forklift)</li> </ul> <p>Building works artisans (CVs for all different categories must be provided—bricklayers, painter, plumber)</p>	1	
	<p><b>Three</b> of any of the following:</p> <ul style="list-style-type: none"> <li>• Project Manager</li> <li>• Electrician artisan</li> <li>• Electrical Technician</li> <li>• Mechanical Technician</li> <li>• Safety Officer</li> <li>• Plant/Equipment Operator (Forklift)</li> </ul> <p>Building works artisans (CVs for all different categories must be provided—bricklayers, painter, plumber,)</p>	2	

CRITERIA	EVIDENCE	VALUE	WEIGHTING
	<p><b>Four</b> of any of the following:</p> <ul style="list-style-type: none"> <li>• Project Manager</li> <li>• Electrician artisan</li> <li>• Electrical Technician</li> <li>• Mechanical Technician</li> <li>• Safety Officer</li> <li>• Plant/Equipment Operator (Forklift)</li> </ul> <p>Building works artisans (CVs for all different categories must be provided—bricklayers, painter, plumber)</p>	3	
	<p><b>Five</b> of any of the following:</p> <ul style="list-style-type: none"> <li>• Project Manager</li> <li>• Electrician artisan</li> <li>• Electrical Technician</li> <li>• Mechanical Technician</li> <li>• Safety Officer</li> <li>• Plant/Equipment Operator (Forklift)</li> </ul> <p>Building works artisans (CVs for all different categories must be provided—bricklayers, painter, plumber)</p>	4	
	<p><b>All</b> of the following:</p> <ul style="list-style-type: none"> <li>• Project Manager</li> <li>• Electrician artisan</li> <li>• Electrical Technician</li> <li>• Mechanical Technician</li> <li>• Safety Officer</li> <li>• Plant/Equipment Operator (Forklift)</li> </ul> <p>Building works artisans (CVs for all different categories must be provided—bricklayers, painter, plumber)</p>	5	
<p>Relevant experience in food processing equipment supplies and installation. Experiential track record in execution of similar works (Bidders must submit references indicating type of work done and value. To claim points the following documents per project must be attached:</p> <ul style="list-style-type: none"> <li>• Appointment letters or task orders</li> <li>• Completion certificate</li> <li>• Reference – stamped and signed (utilise provided proforma)</li> </ul>	No information	0	45
	<i>1 applicable experience</i>	1	
	<i>2 applicable experiences</i>	2	
	<i>3 applicable experience</i>	3	
	<i>4 applicable experience</i>	4	
	<i>5 and above applicable experience</i>	5	

CRITERIA	EVIDENCE	VALUE	WEIGHTING
Experience in contracts of similar value, (Proof such as orders, completion certificates and appointment letters must be included)	Up to 10% of this Bid Offer	0	10
	11% to 30% of this Bid Offer	1	
	31% to 60% of this Bid Offer	2	
	61% to 100% of this Bid Offer	3	
	101% to 150% of this Bid Offer	4	
	Above 150% of this Bid Offer	5	
<b>Total</b>			<b>100</b>

#### 8.1.4. Gate 2: Price and Specific Goals Evaluation (80+20) = 100 points

Only Bidders that have met the 60 points thresholds in **Gate 1** will be evaluated in **Gate 2 for Price and Specific goals** as follows:

In terms of regulation 6 of the Preferential Procurement Regulations, 2022, responsive bids will be adjudicated on the 80/20 Preference point system in terms of which points are awarded to bidders based on:

- The bid price (maximum 80 points)
- Specific goals (maximum 20 points)

##### 8.1.4.1. Stage 1- Price Evaluation (80 Points)

Criteria	Points
Price Evaluation $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	80

The following formula will be used to calculate the points for price:

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

### 8.1.4.2. Stage 2 – Specific Goals Evaluation (20 points)

#### a. Specific goals Points allocation

A maximum of 20 points may be allocated to a bidder for attaining their Specific goals per the table below:

Specific goal	Number of points (80/20 system)	Means of verification
Black people ownership	5	Central Supplier Database
Women equity	3	Central Supplier Database
Youth equity	2	Central Supplier Database
Disability	2	Medical certificate or equivalent
Promotion of small businesses	3	Latest financial statement
Enterprises located within Limpopo	3	Proof of address in the name of the company
Military Veterans (MVA)	2	MVA Force Number
<b>Total</b>	<b>20</b>	

**Specific points will be allocated to bidders based on the submission of documentation or evidence as per the table above, along with the duly completed Preference Points Claim Form: Standard Bidding Document (SBD 6.1).**

### 8.1.4.3. Stage 3 (80 + 20 = 100 points)

- a) The Price and Specific goals points will be consolidated.
- b) When calculating prices:
  - i. Unconditional discounts must be taken into account for evaluation purposes; and
  - ii. Conditional discounts must not be taken into account for evaluation purposes but should be implemented when payment is affected.

## 8.5. Criteria for breaking deadlocks in scoring

- 8.5.1. If two or more tenderers score an equal total number of points, the contract shall be awarded to the tenderer that scored the highest points for specific goals.
- 8.5.2. If two or more tenderers score equal total points in all respects, the award shall be decided by the drawing of lots.
- 8.5.3. If functionality is part of the evaluation process and two or more tenders score equal total points and equal points for specific goals, the contract shall be awarded to the tenderer who scored highest points for functionality.

## 8.6. Inspection of bidders

Highest scoring Bidder(s) in terms of preference and price will be inspected before appointment on the following:

- a) Physical structure or business where business activities take place with proper signage.
- b) Main business activities.
- c) Track record will be verified.
- d) Relatedness of the main business activities to the bid under review.
- e) Provision of documentation for previous executed projects (Purchase orders, completion certificates, reference letters, invoices from suppliers).
- f) Registration documents and accredited certificates.
- g) Audited Financial annual statements to verify financial position.

## 8.7. Acceptance of Tender Offer

**Tender Offers will only be accepted on condition that:**

- (a) Tender Offer is signed by a person authorised to sign on behalf of the Tenderer;
- (b) Tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003, is included with his Tender submission;
- (c) The Tenderer who submitted a Tender as a Joint Venture has included an acceptable Joint Venture Agreement with his Tender;
- (d) Tenderer or a competent authorised representative of the Contractor who submitted the Tender has attended the compulsory clarification meeting or site inspection;
- (e) the Contractor who submits the Tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the CIDB Regulations 2003 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of Tenders;
- (f) the Tenderer or any of its principals is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the Public Sector;
- (g) the Tenderer has not abused the Employer's Supply Chain Management System or has failed to perform on any previous Contract and has been given a written notice to this effect;
- (h) the Tenderer or any of its Principals, Directors or Managers is not employed in the service of the State or any Municipality. In the event that such Principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the Public Service must be included in the Tender Submission.

- (i) the Employer is satisfied that the Tenderer or any of his Principals have not influenced the Tender Offer and acceptance by the following criteria:
- a. having Offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract;
  - b. having acted in a fraudulent or corrupt manner in obtaining or executing this Contract;
  - c. having approached an Officer or employee of the Employer or the Employer's Agent with the objective of influencing the award of a Contract in the Tenderer's favour;
  - d. having entered into any agreement or arrangement, whether legally binding or not, with any other Person, Firm or Company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party;
  - e. having disclosed to any other Person, Firm or Company other than the Employer, the exact or approximate amount of his proposed Tender;
  - f. the Employer may, in addition to using any other legal remedies, repudiate the Tender Offer and acceptance and declare the Contract invalid should it have been concluded already.

## 9. ENQUIRIES, BRIEFING SESSION AND CLOSING DATE

9.1. Enquiries related to this bid should be directed to the following contact:

**Administration:** Ms. Suzan Mabeba  
([suzan.mabeba@lieda.co.za](mailto:suzan.mabeba@lieda.co.za) 015 633 4700)

9.2. Completed bid documents should be delivered in sealed envelopes, clearly marked with the "**Design, construction, refurbishment and upgrade of existing building facility and installation of sweet potato yoghurt processing machinery for Kgarose Kgaros Pty Ltd at Seshego Industrial Park, in Polokwane**" and deposited in the LEDA Tender Box at Enterprise Development House, 1 Main Road Lebowakgomo.

9.3. Compulsory briefing session and site visit is scheduled as follows:

Date : **10 October 2025**

Venue : Seshego Industrial Park. Drive approximately 9.8km Via Nelson Mandela Drive.  
GPS coordinates 23°50'16.8"S and 29°51'5.5"E

Time : **10h00**

The closing date of the bid is **27 October 2025** and the closing time is 11h00.

## BILL OF QUANTITIES

### SUMMARY OF SCHEDULE OF QUANTITIES AND CALCULATION OF CONTRACT AMOUNT

SECTION AND DESCRIPTION	AMOUNT
SECTION A0: PLANNING AND DESIGN	R
SECTION A : PRELIMINARY AND GENERAL	R
SECTION B: EARTHWORKS	R
SECTION P : BUILDING	R
SECTION R : ELECTRICAL, MECHANICAL AND PLUMBING	R
SECTION S : POWER GENERATION EQUIPMNET	R
SECTION T : PUMPS & MOTORS, CONTROLS & CABLES	R
SCHEDULE J : DRILLING OF BOREHOLES	R
<b>TOTAL SCHEDULE OF QUANTITIES</b>	<b>R</b>
ADD 15% CONTINGENCIES	R
<b>SUB TOTAL</b>	<b>R</b>
ADD 15% VAT	R
<b>TOTAL TENDER AMOUNT</b>	<b>R</b>

AMOUNT IN WORDS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Surname and Names: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
<b>SECTION A0: PLANNING AND DESIGN</b>						
	<b>8</b>	<b>SUMS STATED PROVISIONALLY BY ENGINEER</b>				
A0.1.1		a) Appointment of Food processing specialist/engineer for Site Investigation and Desk Study of Client Concept and issue design, drawings and design report for the equipment and facility development: for the purpose of acquiring approvals for implementation from client and authorities	Prov Sum	1	500000	R 500,000.00
A0.1.2		Profit over above	%	R500,000		
A0.1.3		All design and reports Submissions and facilitations to acquire approval from Polokwane Municipality, Dept of Health and Dept of Environment	Sum	1		
A0.1.4		a)Appointment of Environmental Consultrant/ Specialist for the application, conducting, and acquiring Environmental Impact Assessment Exemption/ clearance / Approval	Prov Sum	1	100000	R 100,000.00
A0.1.5		Profit over above	%	R100,000		
A0.1.6		Appointment of Social Facilitation professional person for the project planning and design phase	Prov Sum	1	100000	R 100,000.00
A0.1.7		Profit over above	%	R100,000		
A0.1.8		Appointment of Social Facilitation professional person for the project Construction phase, as instructed by the engineer	Prov Sum	1	100000	R 100,000.00
A0.1.9		Profit over above	%	R100,000		
A0.1.10		Time related claim for Contractor to facilitate and complete Planning and Design phase to achieve all approvals	Sum	1		
A0.1.11	<b>NB</b>	Contractor's commitment period to conclude designs and acquire approvals – <b>please indicate the period</b>	Months			<b>Offered Time period only</b>
	<b>NB</b>	<b>The Site Implementation will only proceed once the project has acquired approvals from all authorities inline with regulations</b>				
		<b>SUMS STATED PROVISIONALLY BY ENGINEER (Employer)</b>				
		<b>TRAINING AND COMMISSIONING</b>				
A0.1.12		Provision of Basic principles training on use and operation of facility and equipment (5 People)	Sum	1	50,000	50,000.00
A0.1.13		Provision of raw materials and packaging materials for commissioning and training as instructed by the engineer	PC sum	1	50,000	50,000.00
A0.1.14		Mark up on above	%	50,000		
<b>A0</b>		<b>Carried forward</b>				

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount	
<b>A0</b>		<b>Brought forward</b>					
A0.1.15		Provision of monthly maintenance for a period of 12 months after completion, for all mechanical and electrical equipment service and repairs	Months	12			
		<b>Mark up on other specialists services - Detail designs and installation of works under engineer's instructions</b>					
A0.1.16		Food Processing Specialist Services - Professional agricultural or mechanical engineer or technologist or manufacturing firm specialist during construction under engineer's instruction	PC sum	1	350,000	350,000.00	
A0.1.17		Mark up on above	%	350,000			
A0.1.18		Electrical and mechanical engineering services for design and construction including supervision and as-built drawings, and COC issuing	PC sum	1	250,000	150,000.00	
A0.1.19		Mark up on above	%	150,000			
A0.1.20		Waste Handling Design and Implementation for design and construction including supervision and as-built drawings, and COC issuing	PC sum	1	150,000	150,000.00	
A0.1.21		Mark up on above	%	150,000			
A0.1.22		Agricultural/ mechanical Engineering (Ancillary works) as instructed by engineer when required	PC sum	1	150,000	150,000.00	
A0.1.23		Mark up on above	%	150,000			
A0.1.24		Provision of Operation and maintenance manual for all equipment and plant and facility	PC sum	1	30,000	30,000.00	
A0.1.25		Mark up on above	%	30,000			
A0.1.26		Product Certification services instructed by engineer	PC sum	1	200,000	200,000.00	
A0.1.27		Mark up on above	%	200,000			
		<b>TOTAL SECTION "A0" CARRIED FORWARD TO SUMMARY</b>					



No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
<b>A</b>		<b>Brought forward</b>				
		<b>OCCUPATIONAL HEALTH AND SAFETY</b>				
A.1.20		Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Sum	1		
A.1.21		Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Month	8		
A.1.22		Submission of the Health and Safety File	Sum	1		
A.1.23		Dust suppression by water spraying construction site, with 10 000L Tanker	Day	1		
A.1.24		Supply and fix unto and cover existing clear view fencing with 80% shaded net	m	300		
A.1.25		Extra over mesh fence for pedestrian gate size 1.8 x 1,8m high.	No	0		Rate only
		<u>Provision for Personal Protective Equipment and Protective Clothing per each person:</u>				
A.1.26		Reflective vests.	No	15		
A.1.27		Hard hats.	No	15		
A.1.28		Protective footwear.	No	15		
A.1.29		Ear Plugs.	No	15		
A.1.30		Dust Masks.	No	15		
A.1.31		Working suite - jacket and pants	No	15		
		<u>Costs of Medical Certificates and Medical Surveillance:</u>				
A.1.32		Entry medical fitness examinations per employee	No	15		
A.1.33		Respiratory prevention kit allocation and routine screening	No	15		
A.1.34		Exit Examinations per employee	No	15		
	<b>SANS 1200A</b>	<b>DAYWORKS</b>				
<b>A.2</b>	<b>8.7</b>	<b>Daywork Labour, for instructed day works not in the BOQ</b>				
A.2.1		Contractor's Representative	hour	80		
A.2.2		Surveyor	hour	16		
A.2.4		Plumber	hour	80		
A.2.5		Boilermaker	hour	80		
A.2.6		Bricklayer	hour	120		
<b>A</b>		<b>Carried forward</b>				

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount	
<b>A</b>		<b>Brought forward</b>					
A.2.7		Plasterer	hour	120			
A.2.8		Welder with API 1104 Certificate	hour	40			
A.2.9		Electrician	hour	1			
A.2.10		Semi-skilled labourer	hour	120			
A.2.11		Labourer	hour	120			
<b>A.3</b>	<b>8.7</b>	<b>Plant hire : All Costs included for Works</b>					
A.3.1		Crane 20 t - 35 t capacity	hour	1			
A.3.2		Tractor 60 kW - 90 kW	hour	1			
A.3.3		TLB 60 kW - 70 kW	hour	1			
A.3.4		Motor graders 150 kW - 160 kW	hour	1			
A.3.5		Motor graders 150 kW - 160 kW	hour	1			
A.3.6		Wheel excavators 0,4 - 1,25m <sup>3</sup> bucket size	hour	1			
A.3.7		Water tankers 4 000 - 20 000 litre	hour	1			
A.3.8		Drilling rig up to 200 metres	hour	1			
A.3.9		Borehole Testing equipment up 10 litres/s	hour	1			
A.3.10		Dumpers 0,5m <sup>3</sup> (Hydraulic tip)	hour	1			
A.3.11		Mono pump with 80mm DN outlet (diesel driven) 2.2 - 7.5 kW	hour	1			
A.3.12		Arc-welding unit (300 A)	hour	1			
A.3.13		10 kVA (petrol) 220V Generator	hour	1			
A.3.14		30 kVA (diesel) 380V - 3ph Generator	hour	1			
		<b>TOTAL SECTION "A" CARRIED FORWARD TO SUMMARY</b>					

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
<b><u>SECTION B: EARTHWORKS</u></b>						
<b>B.1</b>		<b>SITE CLEARANCE</b>				
B.1.1		Clear and grub site including vegetation, grass clearing, waste materials removal and transport to municipal dumping site, and other construction waste materials.	m <sup>2</sup>	2400		
		<b><u>SOIL POISONING</u></b>				
B.1.2		Vegetation herbicide including no growth soil poisoning and anti-termite soil poisoning applied by a Registered Pest Control company utilizing complaint chemicals	m <sup>2</sup>	2400		
		<b>Traffic Control during Works</b>				
B.1.3		Managing works which interact with traffic, e.g. delivery trucks, including all compliance requirement with Traffic management and safety management	Sum	1		
		<b>DRAINAGE CHANNELS</b>				
B.1.4		25Mpa/19mm V shaped concrete drainage channel 100mm thick with overall canal size 600mm wide x 50mm deep finished smooth on all exposed surfaces to a uniform dense finish with closed cell expanded polyethylene filler and polyurethane sealant expansion joints at 2m centres, 150mm bottom layer to be ripped and re-compacted to 93% Modified AASHTO density, 150mm top layer of G5 imported material to 95% Modified AASHTO density including all necessary excavation, backfilling, carting away, cutting into paving, formwork, reinforcement, dowels, etc.. Channels including slopes, overall shape etc.	m	120		
		<b>PAVING</b>				
		200 x 150 mm cement interlocking paving brick, laid in herringbone pattern in accordance with SANS 1200 MJ and CMA Concrete Block Paving Manuals, with a minimum longitudinal fall of 1% on a transverse fall of at least 2% on 20mm compacted sand bed with fine jointing sand swept and vibrated into joints, all laid on subbase conforming to SANS 1200 D Degree of Accuracy (sub-base elsewhere measured) 1. Paving to be inspected and re-sanded after three months. Rates for paving must include all cutting.				
<b>B</b>		<b>Carried forward</b>				



No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
<b><u>SECTION P : BUILDING</u></b>						
P.1		<b><u>DEMOLISHING AND REMOVING</u></b>				
P.1.1		Demolish existing building structures comprising of brickwork, roofing, closures and foundations. and dispose safely at municipal dumping site	m <sup>2</sup>	50		
P.1.2		Demolition of non-reinforced concrete, to 200mm depth	m <sup>2</sup>	1		
P.1.3		Demolition of reinforced concrete, to 200mm depth	m <sup>2</sup>	10		
P.1.4		Cart away rubble from demolitions and dispose safely at municipal dumping site	m <sup>3</sup>	1		
P.1.5		Restore site with soil material filling and compaction.	m <sup>3</sup>	5		
P.1.6		Saw cutting of non reinforced concrete before demolition, to 200mm depth, for new foundations or casting and drainage installations	m	200		
P.1.7		Saw cutting of reinforced concrete before demolition, to 200mm depth, for new foundations or casting and drainage installations	m	400		
P.2		<b><u>EARTHWORKS</u></b>				
		<u>Excavation in earth not exceeding 1,5m deep:</u>				
P.2.1		Trenches	m <sup>3</sup>	80		
P.2.2		Footing Holes.	m <sup>3</sup>	5		
P.2.3		Cut levels and depositing excavated material in prescribed stock piles on site.	m <sup>3</sup>	1		
		<u>Extra over trench and hole excavations in earth for excavation in:</u>				
P.2.4		Intermediate excavation and compacted bases	m <sup>3</sup>	45		
P.2.5		Soft/loose rock	m <sup>3</sup>	15		
P.2.6		Hard rock	m <sup>3</sup>	10		
		<u>Extra over all excavations for carting away:</u>				
P.2.7		Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor.	m <sup>3</sup>	1		
		<u>Risk of collapse of excavations:</u>				
P.2.8		Shoring Sides of trench and hole excavations not exceeding 1,5m deep.	m <sup>2</sup>	50		
P.2.9		Shoring Sides of trench and hole excavations exceeding 1,5m deep.	m <sup>2</sup>	50		
<b>P</b>		<b>Carried forward</b>				

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
<b>P</b>		<b>Brought forward</b>				
		<u>Keeping excavations free of water:</u>				
P.2.10		Keeping excavations free from mud and storm water	Sum	1		
P.2.11		Handling and Keeping excavations free from water irrespective of source.	Sum	1		
P.3		<b><u>SOIL POISONING</u></b>				
		Vegetation herbicide and anti-termite soil poisoning applied by a Registered Pest Control company utilizing complaint chemicals				
P.3.1		Surrounding area, foundation trenches/ furrows, under floors, forming against foundation walls. Including injecting into existing facility boundary foundations	m <sup>2</sup>	450		
P.3.2		To bottoms and sides of trenches, holes, etc. to new excavations	m <sup>2</sup>	150		
P.4		<b><u>BACK FILLING</u></b>				
P.4.1		Back filling obtained from the excavations and / or prescribed stockpiles on site (minimum G7 material) compacted to 93% Mod. AASHTO density.	m <sup>3</sup>	45		
P.4.2		Imported G5 filling, selected and supplied by the Contractor, including depositing in layers not exceeding 150mm thick and compacting to 98% modified AASHTO dry densit. Including areas for paving	m <sup>3</sup>	420		
P.4.4		Coarse river sand filling supplied by the contractor.	m <sup>3</sup>	6		
P.4.5		Compaction of in-situ material under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density.	m <sup>3</sup>	5		
P.4.6		Allow for Prescribed density tests on filling compaction by an approved laboratory to determine density of filling material.	no	1		
P.4.7		Allow for sample collection and submitting for test by an approved laboratory to determine material class, for site stockpiled and borrowing materials	no	1		
<b>P</b>		<b>Carried forward</b>				

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
P		<b>Brought forward</b>				
P.5		<b><u>CONCRETE</u></b>				
P.5.1		Surface blinding layer under footings and bases (15Mpa/19mm Concrete).	m <sup>3</sup>	1		
P.5.2		Surface screeds (20Mpa/19mm), limited to 30mm thick	m <sup>3</sup>	1		
P.5.3		25Mpa/19mm <b>Un-Reinforced</b> concrete casting and vibrated for Foundations, floor, footings, aprons etc.	m <sup>3</sup>	10		
P.5.4		25Mpa/19mm <b>Reinforced</b> concrete casting and vibrated for Foundations, floor, footings, aprons, etc.	m <sup>3</sup>	52		
P.5.5		30Mpa/19mm <b>Un-Reinforced</b> concrete casting and vibrated for Foundations, footings, etc.	m <sup>3</sup>	1		
P.5.6		30Mpa/19mm <b>Reinforced</b> concrete casting and vibrated for Foundations, footings, etc.	m <sup>3</sup>	1		
P.5.7		Making and testing of 150x150x150mm concrete strength test cubes	no	3		
P.5.8		Concrete Top Surface Finishing: Smooth wood floated finish	m <sup>2</sup>	130		
P.5.9		Concrete Top Surface Finishing: Steel Floated Finish	m <sup>2</sup>	30		
P.5.10		Chamfers at corners: 19 x 19mm triangular fillet at corners forming	m	230		
P.6		<b><u>ROUGH FORMWORK</u></b>				
P.6.2		<b><u>Temporary Formwork:</u></b>				
P.6.2.1		To sides, edging, risers, ends and reveals, not exceeding 300mm height	m <sup>2</sup>	20		
P.6.2.2		To sides, edging, risers, ends and reveals, not exceeding 600mm height	m <sup>2</sup>	46		
P.6.2.5		Suspended slabs shuttering	m <sup>2</sup>	80		
P.7.2.6		Reinforced precasted rib and block Slabs as permanent shutters - top ref mesh and concrete topping measured elsewhere	m <sup>2</sup>	80		
P.8		<b><u>CONCRETE JOINTS</u></b>				
P.8.1		Saw cut joints: 6mm wide x 50mm deep Saw cut joints on top of concrete	m	200		
P.8.2		Joints filling: 6mm silicon seal	m	300		
P		<b>Carried forward</b>				

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
<b>P</b>		<b>Brought forward</b>				
P.9		<b><u>CONCRETE REINFORCEMENT</u></b>				
P.9.1		High tensile steel reinforcement bars to structural concrete work.	t	0.5		
P.9.2		<b><u>Fabric reinforcement:</u></b>				
P.9.2.1		REF. 193 fabric reinforcement in concrete surface beds, raft slabs, aprons etc.	m <sup>2</sup>	120		
P.9.2.2		REF. 245 fabric reinforcement in concrete surface beds, raft slabs etc.	m <sup>2</sup>	30		
P.10		<b><u>MASONRY BRICKWORK</u></b>				
		Supply, Deliver, and Construct Brickwork consisting of solid clay bricks to SABS 227-1986, with 10.5 MPa minimum nominal compressive strength in Class I mortar. (Cement to be 42.5N all-purpose cement):				
P.10.1		Stock Brick 220mm wide (One brick) wall, complete with mortar, ties, etc.	m <sup>2</sup>	120		
P.10.2		Stock Brick 110mm wide (Half brick) wall, complete with mortar, ties, etc.	m <sup>2</sup>	400		
P.10.5		Brick Samples, Supply and deliver samples for approval	no	1		
		<b>FACE BRICK:</b> FBS clay face brick, bedded and jointed in Class II mortar and pointed with recessed vertical and horizontal joints (Cement to be 42.5N all-purpose cement):				
P.10.8		Supply, Deliver, and Construct Brickwork: Face Brick outside, 110mm wide (Half brick) wall, complete with mortar, ties, pointed outside, etc.	m <sup>2</sup>	150		
P.11		<b><u>BRICKFORCE</u></b>				
P.11.1		NHBRC Galvanized brick force: 150 x 2.8 mm	m	2000		
P.11.2		NHBRC Galvanized brick force: 75 x 2.8 mm	m	600		
		-				
<b>P</b>		<b>Carried forward</b>				

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
<b>P</b>		<b>Brought forward</b>				
P.13		<b><u>WATERPROOFING</u></b>				
P.13.1		Sealing of walls with 1:3 cement and sand mixture	m <sup>2</sup>	1		
P.13.2		Sealing of walls with cement sealer clear paint - applied on external bricks	m <sup>2</sup>	150		
P.14		<b><u>LINTOLS</u></b>				
P.14.1		Pre-Cast Concrete lintols 75 x 110				
P.14.1.1		Lintels 0.9 m	no	5		
P.14.1.2		Lintels 1.2 m	no	8		
P.14.1.3		Lintels 1.8 m	no	4		
P.14.2		Pre-Cast Concrete lintols 75 x 150mm				
P.14.2.1		Lintels 0.9 m	no	8		
P.14.2.2		Lintels 1.2 m	no	1		
P.14.2.3		Lintels 1.8 m	no	2		
P.16		<b><u>JOINT SEALANTS</u></b>				
P.16.1		Clear Neutral silicone sealant for joint sealing around windows, door frames, etc.	m	150		
P.16.2		Two-part grey polysulphide sealing compound (10x12mm) including backing cord, bond breaker, primer, etc for joints in floors, walls, etc.	m	200		
P.17		<b><u>ROOF COVERINGS</u></b>				
		Galvanised profiled metal sheeting, screws and all accessories, supply and install complete, fixed to roof / cladding members.				
P.17.5		Galvanised IBR profile 0,58mm Z200.	m <sup>2</sup>	100		
P.17.6		Galvanised IBR profile 0,3mm for Ceiling making	m <sup>2</sup>	1210		
		Galvanised (0.58mm) Flashings, fixed in strict accordance with manufacturer's instructions including installation accessories:				
P.17.7		Mono pitched ridge capping with 225mm lapping secured onto the roof.	m	55		
P.17.8		Ridge cover, 0,58mm.	m	50		
P.17.9		Ridge Closures, 0,58mm ridge closures fixed under the ridge line.	m	50		
<b>P</b>		<b>Carried forward</b>				

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
<b>P</b>		<b>Brought forward</b>				
P.18		<b><u>ROOF INSULATION</u></b>				
P.18.2		Polystyrene foam of 50mm thickness	m <sup>2</sup>	1		
P.18.3		<b>Partition Walls</b>				
		Dry wall erection up to 2,5m height, including all accessories and fixing to floor, water back flash strip at bottom on both sides, waterproof lamination.	m <sup>2</sup>	50		
P.18.4		Panel walls up to 2,5m height- sandwich made of 1mm thick sheets on both sides of 75mm Polystyrene foam, sheets must factory coated with white enamel. Including fixing to floor and anchoring to other walls	m <sup>2</sup>	100		
P.19		<b><u>PROVISIONAL SUM FOR STEEL STRUCTURES</u></b>				
P.19.1		Provisional Sum, as specified by the Engineer, for the fabrication, supply, delivery and installations the replacement of damaged roof and cladding sheets, replacement of all roof screws and seals, water guttering system replacement and new positioning to dispose water outside, roof top ventilators installation, etc to have roof waterproof and sound.	Prov sum	1	150000	R 120,000.00
		Provisional Sum, as specified by the Engineer, for the application of roof sheets insulation coating using instructed product and methods	Prov sum	1	100000	R 100,000.00
P.19.2		Profit Over item above	%	250000		
P.19.3		Supply and install 75x50x2mm steel purlins under the roof for the installation of IBR roof ceiling, including cleats to existing trusses	m	700		
P.20		<b><u>CARPENTRY &amp; JOINERY</u></b>				
		Supply, deliver and install the following Carpentry				
P.20.1		38 x 114mm Wall plate.	m	1		
P.20.2		50 x 76mm Purlins/ Bracing	m	1		
P.20.3		38 x 152mm Rafters.	m	1		
P.20.4		TRI FIX or equal approved hurricane clip fixed using 10 x 32mm galvanised clout nails.	no	1		
P.20.5		"Everite Nutec" or equally approved fibre cement, 85 x 275 x 6mm Barge board drilled and brass screwed to purlin ends including galvanised steel H-profile jointing strips, screws, holes, etc.	m	1		
<b>P</b>		<b>Carried forward</b>				

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
P		<b>Brought forward</b>				
P.21		<b><u>DOORS</u></b>				
		Supply, deliver and install the following doors complete.				
P.21.1		Frame and ledge open back solid Meranti door, size 813 x 2032mm. (Exterior use)	no	4		
P.21.2		Light Duty Hardboard door, size 813 x 2032mm. (Interior use)	no	12		
P.22		<b><u>IRONMONGERY</u></b>				
P.22.1		HINGES: 75 x 100mm Brass Medium duty ball bearing HMP butt hinges.	Pair	15		
P.22.2		LOCKS: "UNION 2277-78SS" or equal approved three lever sash mortice lockset.	no	12		
P.22.3		"UNION 2277-78SS" or equal approved three lever sash mortice lockset.	no	12		
P.22.4		Door indicator bolt satin chrome complete	no	8		
P.22.5		HANDLES: "Dorma DPH301B" or equal approved Stainless Steel Straight Tubular Pull door handle flange fixing.	no	1		
P.22.6		Stainless Steel Hat and coat hook, code DHC - SS-030-A or equal approved.	no	10		
P.22.7		38mm Diameter black rubber door stop plugged and screwed to wall.	no	10		
P.22.8		Overhead surface mounted type door closer with aluminium casing	no	4		
P.23		<b><u>METALWORK</u></b>				
		<b>STEEL BURGLAR GATES TO DOORS</b>				
		Security Gate (mild steel) consisting of 25 x 25 x 2mm steel frame with 12mm square bars infill placed at 109mm centres, hung with one pair of galvanised hinges including locks, handles, ironmongery complete and fixed to brickwork:				
P.23.1		Security gate size 900 x 2050mm high	no	4		
P.23.2		Security double gate size 1800 x 2050mm high.	no	1		
P.24		<b><u>PLASTERING</u></b>				
P.24.3		INTERNAL PLASTER: 10mm thick, 1:4 sand cement mixture to smooth steel floated finish	m <sup>2</sup>	400		
		INTERNAL PLASTER: 10mm thick, 1:4 sand cement mixture to wood finish	m <sup>2</sup>	60		
P		<b>Carried forward</b>				

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
P		<b>Brought forward</b>				
P.25		<b><u>PAINTWORK</u></b>				
P.25.1		Prepare existing steel surfaces (stop, sand down, etc.) and apply one coat primer, one undercoat and two coats eggshell enamel paint (Plascon or equal approved) (exposed Steel structure members, Doors, door frames, windows etc.)	m <sup>2</sup>	100		
P.25.2		Allow for working at height to complete all paint repairs, max 8m high	Sum	1		
P.25.3		Prepare and apply weatherproof two coats of primer and on coat of washable paint on plastered walls.	m <sup>2</sup>	250		
P.25.4		Prepare and apply two coats enamel paint on new windows frames, putty, door frames, etc.	m <sup>2</sup>	30		
		High pressure degreasing and cleaning including disinfection for the floor after upgrade works	m <sup>2</sup>	1000		
		Application of two coats of floor primer and bonding	m <sup>2</sup>	805		
		Application of two coats of floor epoxy	m <sup>2</sup>	805		
P.26		<b><u>ROLLER DOORS</u></b>				
P.26.1		Repairs to Industrial Roller door, Chain operated, 2400 x 6000mm high galvanized with locking mechanism, sealing all holes to prevent birds	no	3		
		Installation of birds and weather proof door straps made of clear PVC strips on all roller entrance doors	Sum	3	7500	R22,500.00
		Profit over above	%	22,500		
P.27		<b><u>STEEL WINDOW FRAMES</u></b>				
P.27.1		Supply, deliver and install the following complete steel window frames.				
P.27.3		Window frame NC4F (1511 x 949 mm)	no	2		
P.27.4		Window frame C1H (533 x 949 mm)	no	2		
P.27.5		Window frame NE1 (533 x 359 mm)	no	8		
P.27.6		Window frame NE11 (1975 x 629 mm)	no	2		
P.27.7		Glazing including putty, 3 - 4mm clear glass	m <sup>2</sup>	20		
P.27.8		Glazing including putty, 4mm frosted glass	m <sup>2</sup>	25		
P		<b>Carried forward</b>				

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
<b>P</b>		<b>Brought forward</b>				
P.28		<b><u>ALUMINIUM WINDOWS</u></b>				
		Supply, deliver and install the following complete glazed Aluminium windows. Crealco SWIFT 28 or similar approved, powder coated.				
P.28.1		Aluminium Window 600wide x 600 high (PT66E)	no	2		
P.28.2		Aluminium Window 900wide x 600 high (PT96E)	no	2		
P.28.3		Aluminium Window 1200wide x 600 high (PT126E)	no	1		
P.28.4		Aluminium Window 600wide x 900 high (PT69E)	no	1		
P.28.5		Aluminium Window 900wide x 900 high (PT99E)	no	1		
P.28.6		Aluminium Window 1200wide x 900 high (PT129LE)	no	1		
P.30		<b><u>PRESSED STEEL DOOR FRAMES</u></b>				
		Supply, deliver & install the following mild steel (1,2mm thick) door frames complete with standard butt hinges and factory applied primer:				
P.30.1		Double rebated frame suitable for half brick (110mm) walls for door 813 x 2032mm high	no	1		
P.30.2		Double rebated frame suitable for one brick (220mm) walls for door 813 x 2032mm high	no	1		
P.30.3		Double rebated frame suitable for one brick (220mm) walls for door 1511 x 2032mm high	no	1		
P.30.4		Combination Door and Frame, Double Door, 1511 x 2 032mm high	no	1		
P.30.5		Combination Door and Frame, Single Door, 813 x 2 032mm high	no	1		
P.31		<b><u>LOCKS</u></b>				
P.31.1		Supply 50 mm "Viro" Padlocks and Keys (or equal approved)	no	1		
P.31.2		Three lever double cylinder lockset code 2222 or similar with Gower Handel code CZ682-05 SC complete with striking plate.	no	1		
P.31.3		Four- lever double cylinder lockset, with Gower Handel code CZ682-05 SC or similar complete with striking plate.	no	1		
P.31.4		DMWS-SS-008 or similar Bathroom /WC small case deadlock	no	1		
P.31.5		Aluminium door stop with rubber insert	no	1		
<b>P</b>		<b>Carried forward</b>				

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
<b>P</b>		<b>Brought forward</b>				
P,32		<b><u>SIGNAGE PLATES</u></b>				
P,32,1		Wheelchair, pictogram Engraved on 152 x 152 mm stainless steel plate.	no	1		
P,32,2		Female, pictogram Engraved on 152 x 152 mm stainless steel plate.	no	1		
P,32,3		Male, pictogram Engraved on 152 x 152 mm stainless steel plate.	no	1		
P.33		<b><u>OTHER SIGNAGE PLATES</u></b>				
P.33.1		Prov sum under instruction	Prov Sum	1	20000	R 20,000.00
P.33.2		Profit over above	%	20,000		
P.34		<b><u>CEILINGS</u></b>				
		Supply, deliver and install the following ceiling complete with all support and accessories.				
P.34.1		Rhino gypsum plasterboard (6,4mm) with taped and skimmed joints finished with one coat rhinolite plaster, nailed to 38 x 38mm branderling at 350mm centre to centre.	m <sup>2</sup>	60		
P.34.2		Trap door (650 x 650mm) complete with trimmers, frame, etc	no	1		
P.34.3		Cornices 60 x 60 mm, Upper Edge Cove Polystyrene including fixtures, etc.	m	80		
		<b><u>Suspended Ceiling</u></b>				
		Pre-painted 600 x 1200 x 17mm "Armstrong Fine Fissured 95% RH" or equally approved acoustic panels on aluminium pre-painted exposed tee suspension system including main and cross tees, necessary hangers, grids, etc				
P.34.4		Ceilings suspended not exceeding 0,5m below steel roof trusses	m <sup>2</sup>	100		
P.35		<b><u>FLOOR AND WALL TILES</u></b>				
		Supply, deliver and install Floor and Wall Tiles, inclusive of all adhesive and grouting. Payment will be done on actual area tiled. No extra payment will be done for wastages and cutting of tiles.				
P.35.1		A Grade ceramic floor tiles, 500x500mm, including adhesive cement and grouting.	m <sup>2</sup>	120		
P.35.2		A Grade ceramic floor tiles skirting 75mm, including adhesive cement and grouting.	m	200		
P.35.3		Promax Aluminium Square Edge, 8mm or similar approved, including fasteners.	m	45		
<b>P</b>		<b>Carried forward</b>				

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
<b>P</b>		<b>Brought forward</b>				
P.35.4		A grade ceramic 200 x 200mm White glazed wall tiles, including adhesive cement and grouting.	m <sup>2</sup>	30		
P.36		<b><u>OTHER TILES</u></b>				
P.36.1		Mark up on other Tiles as specified by the Engineer (3 Quotations from reputable suppliers)	PC Sum	1	50000	R 50,000.00
P.36.2		Mark up on other Tiles.	%	50000		
P.37		<b><u>HANDRAILS IN TOILETS</u></b>				
P.37.1		Mark up on Grab Rails as specified by the Engineer (3 Quotations from reputable suppliers)	PC Sum	1	15000	R 15,000.00
P.37.2		Mark up on Grab rails.	%	15000		
P.38		<b><u>FIRE SERVICES</u></b>				
P.38.1		DCP dry powder portable fire extinguisher (4,5kg), including a formed Saligna Wood backboard size 450 x 100 x 22mm thick plugged and screwed to wall and finished with two coats of polyurethane varnish, including 120 x 20 x 2mm Stainless or Galvanised Steel "J" Wall Bracket.	Set	5		
P.38.2		Fixed type Fire hose reel complete with ID 20mm x 30m PVC hose (SANS 1086), chromium plated stopcock (25mm BSP), shut-off nozzle and wall bracket bolted to wall with and including expansion bolts.	Set	4		
P.39		<b>Factory Outlet Shop</b>				
P.39.1		20ft Ship Container Converted to a factory outlet mini shop including surface preparation and Painting Exterior,	Sum	1		
P.39.2		Ship Container Finish works - Interior walls lamination, Floor lamination with removeable rubber/plastic interlocking carpet blocks, 1 x 900x900mm and 2x 1800x450mm Aluminum windows with burglar bars with window bank flashing, 1 x steel entrance door with SABS approved lock and 2 x 300x300 whirly birds, 1 x sliding door 1570x2200mm and 2x steel checker plate disabled access ramps	Sum	1		
P.39.3		Ship Container Electrical: 6-way DB, 2 x LED lights, 3 DBL plug point, switches,	Sum	1		
<b>P</b>		<b>Carried forward</b>				

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
<b>P</b>		<b>Brought forward</b>				
P.39.4		Allow a sum for constructing a IBR roof hood (carport over the container) and IBR roof car parking	Prov sum	1	50000	R 50,000.00
P.39.5		Profit over above	%	50000		
P.39.6		Allow a sum for Supply and installation of shop display freezer and refrigerator under instruction	Prov sum	1	20000	R 20,000.00
P.39.7		Profit over above	%	20000		
P.40		<b><u>FLOOR DRAINAGE</u></b>				
P.40.1		Supply, deliver and install Stainless Floor Trap: PHT DN100 single design, Vertical	Prov Sum	1	12,000.00	R 12,000.00
P.40.2		Supply, deliver and install PHT Stainless Floor Trap with side Box Channels: DN100 Double Industrial Drain (Vertical) + (Equal Length Boxes x 1200 mm)	Prov Sum	1	40,000.00	R 40,000.00
P.40.3		Supply, deliver and install PHT Stainless Floor Trap with side Box Channels: DN100 Double Industrial Drain (Vertical) + (Equal Length Boxes x 3200 mm)	Prov Sum	1	65,000.00	R 65,000.00
P.40.4		Overheads, charges and profit on Items C4.1 to C4.3 above ( <b>max 10%</b> )	%	117,000		
P.40.5		Supply, deliver and install Rofo Interceptor Grease Trap: RO GT 2000 (10l/s) or similar	Sum	1		
P.40.6		Supply, deliver and install PVC pipe: 110 mm diameter	m	180		
P.40.7		Supply, deliver and install PVC elbow: 110 mm diameter	no	10		
P.40.8		Supply, deliver and install PVC pipe: T-piece Horizontal 110 mm diameter	no	6		
P.40.9		Supply, deliver and install RAS Drain Assembly or similar	no	4		
P.40.10		Supply, deliver and install Trench Drain Precasted with Grid: Fibre Grating 400 x 700 mm Stainless Floor Trap: PHT DN100 single design or similar, Vertical	no	6		
P.40.11		Supply, deliver and install Trench Drain-end Precasted with Grit: Fibre Grating 400 x 700mm	no	2		
P.40.12		Supply, deliver and install all plumbing from WC's and kitchen to existing network.	sum	1		
P.41		<b>OFFICE EQUIPMENT</b>				
		<b>Grey Windovert/Similar Vertical Blinds</b>				
P.41.1		(a)Size 1.5m x 1.2m	No	2		
P.41.2		(b)Size 0.5m x 1.5m	No	1		
<b>P</b>		<b>Carried forward</b>				



No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
		-	-	-	-	-
		<b><u>ELECTRICAL AND MECHANICAL</u></b>				
R.1		<b><u>ELECTRICAL - GENERAL</u></b>				
R.1.1		Test the complete electrical works and issue a Certificate of Compliance (CoC) by an applicable certified and registered electrical person.	Sum	1		
R.1.2		Earth Spike (Include Conductor Termination Clamp)	Sum	1		
R.2		<b><u>ELECTRICAL - TRENCHING &amp; EARTHWORKS</u></b>				
		Trenching (450mm width by 500mm depth for LV Cables) Danger tape: Orange/Yellow PVC material-300mm above cable.				
R.2.1		Hand pickable soil (soft soil)	m <sup>3</sup>	20		
R.2.2		Machine excavation (soft rock)	m <sup>3</sup>	10		
R.3		<b><u>ELECTRICAL CABLES</u></b>				
		Supply, deliver, install, and test SABS approved copper cables. Inclusive of all terminations and glands.				
R.3.1		Surfix cable - 1.5mm <sup>2</sup> x 2 + Earth (Black, White)	m	20		
R.3.2		Surfix cable - 1.5mm <sup>2</sup> x 3 + Earth (Black, White)	m	30		
R.3.3		Surfix cable - 1.5mm <sup>2</sup> x 4 + Earth (Black, White)	m	30		
R.3.4		Surfix cable - 2.5mm <sup>2</sup> x 2 + Earth (Black, White)	m	30		
R.3.5		Surfix cable - 2.5mm <sup>2</sup> x 3 + Earth (Black, White)	m	30		
R.3.6		Surfix cable -21.5mm <sup>2</sup> x 4 + Earth (Black, White)	m	50		
R.3.7		Insulated Housewire 1,5mm <sup>2</sup> , 1core cable; red, black, yellow, brown, etc	m	50		
R.3.8		Insulated Housewire 2,5mm <sup>2</sup> , 1core cable; red, black, yellow, brown, etc	m	20		
R.3.9		Insulated Housewire 4mm <sup>2</sup> , 1core cable; red, black, yellow, brown, etc	m	1		
R.3.10		Insulated Housewire 6mm <sup>2</sup> , 1core cable; red, black, yellow, brown, etc	m	1		
R.3.11		Bare copper Earth wire (SANS 1411)				
		a) 1.5 mm <sup>2</sup>	m	0		Rate only
		b) 2.5 mm <sup>2</sup>	m	0		Rate only
		c) 4 mm <sup>2</sup>	m	0		Rate only
<b>R</b>		<b>Carried forward</b>				

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
R		<b>Brought forward</b>				
R.4		<b><u>LIGHT FITTINGS</u></b>				
		Supply, deliver, install, and test the following SABS approved light fittings complete with bulbs.				
R.4.1		Bulkhead Rectangular, Including 9w LED globe	no	22		
R.4.2		Batten Fitting 1,2m (4Ft) for 2 LED lamps, Including 2 x 18 w LED lamps	no	3		
R.4.3		Dust / Damp Proof 1,2 (4Ft) 2 LED lamps (Frosted UV stabilized polycarbonate), Including 2 x 18 LED lamps.	no	20		
R.5		<b><u>OTHER LIGHT FITTINGS</u></b>				
R.5.1		Mark up on other Light fittings as specified by the Engineer (3 Quotations from reputable suppliers)	PC Sum	1	25000	R 25,000.00
R.5.2		Mark up on other Light Fittings.	%	25000		
R.5.3		Extra over Item R.5.2: Deliver, Install, and test other light fittings.	no	1		
R.6		<b><u>ENCLOSURES</u></b>				
		Supply, deliver, install, and test the following Enclosures complete with fittings, etc.				
R.6.1		Wall Box 100 x 50mm (4 x 2)	no	1		
R.6.2		Wall Box 100 x 100mm (4 x 4)	no	1		
R.6.3		Indoor 24 Way DB Box, steel and coated, flash mounted.	no	1		
R.6.4		Indoor 12 Way DB Box, steel and coated, flash mounted.	no	1		
R.6.5		Indoor 6 Way DB Box, steel and coated, flash mounted.	no	0		Rate Only
R.6.6		Supply, deliver, and install, Mild Steel, Single Door, Lockable Enclosure, IP66, Outdoor, Powder coating, Including Galvanized Mounting plate.				
		a) 200 H x 200 W x 155 D mm	no	1		
		b) 300 H x 250 W x 155 D mm	no	0		Rate Only
		c) 350 H x 250 W x 155 D mm	no	1		
R.7		<b><u>OTHER ENCLOSURES</u></b>				
R.7.1		Mark up on other Enclosures as specified by the Engineer (3 Quotations from reputable suppliers)	PC Sum	1	10000	R 10,000.00
R.7.2		Mark up on other Enclosures.	%	10000		
R		<b>Carried forward</b>				

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
<b>R</b>		<b>Brought forward</b>				
R.8		<b><u>ELECTRICAL SWITCHGEAR</u></b>				
		Supply, deliver, install, and test the following Electrical Switchgear, etc.				
R.8.1		Main switch (60Amp)	no	1		
R.8.2		Earth Leakage circuit breaker (63Amp)	no	1		
R.8.3		Overload with Earth Leakage circuit breaker (63Amp)	no	1		
R.8.4		Circuit breaker (10Amp)	no	2		
R.8.5		Circuit breaker (15Amp)	no	2		
R.8.6		Circuit breaker (20Amp)	no	1		
R.8.7		Circuit breaker (25Amp)	no	2		
R.8.8		Circuit breaker (30Amp)	no	2		
R.8.9		Surge Protection breaker	no	1		
R.8.10		Waterproof Industrial 3phase socket, Eurolux or similar	no	6		
R.8.11		Single socket 3 pin wall plug, 15Amp	no	5		
R.8.12		Double socket 3 pin wall plug, 15Amp	no	5		
R.8.13		2 Lever 1 way light switch	no	1		
R.8.14		3 Lever 1 way light switch	no	1		
R.9		<b><u>CONDUIT PIPES</u></b>				
		Supply, deliver, and install the following Conduit pipes, inclusive of all couplings, adaptors, bends, etc.				
R.9.1		PVC Conduit 20mm (Inclusive of all fittings)	m	1		
R.9.2		PVC Conduit 25mm (Inclusive of all fittings)	m	1		
R.9.3		Steel Galv Conduit 32mm (Inclusive of all fittings)	m	50		
R.9.4		Suspended Truncking tray - rectengular, 150mm wide	m	100		
R.10		<b><u>OTHER ELECTRICAL MATERIAL</u></b>				
R.10.1		Mark up on other Electrical Material as specified by the Engineer (3 Quotations from reputable suppliers)	PC Sum	1	50000	R 50,000.00
R.10.2		Mark up on other Electrical Material.	%	50000		
<b>R</b>		<b>Carried forward</b>				

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
R		<b>Brought forward</b>				
		<b><u>PLUMBING AND SEWAGE</u></b>				
R.11		<u>Supply, deliver, install, and test the following sanitary fixtures.</u>				
R.11.1		Miami Close Couple Toilet Suit or similar approved, complete with all fittings.	no	4		
R.11.2		Solo Tamarin Basin and Full Pedestal or similar approved, complete with all fittings.	no	8		
R.11.3		Icon Urinal Large or similar approved, complete with all fittings.	no	2		
R.11.4		Supply & install shower head complete with chrome shower arm & Rose, and all accessories to control valves for hot and cold water	no	4		
R.11.5		Supply & install 450x600x6mm "GG"QUALITY POLISHED GLASS MIRROR: Fixed with round nose chromium plated mirror screws.	no	4		
R.11.6		Mark up on other Bathroom Accessories as specified by the Engineer (3 Quotations from reputable suppliers)	PC Sum	1	50000	R 50,000.00
R.11.7		Mark up on other Bathroom Accessories.	%	50000		
R.12		<u>Sewage Pipeline: Supply, deliver, install, and test complete pipelines inclusive of all bends, couplings, saddles, etc.</u>				
R.12.1		Sewage pipe, 50mm PVC, including all fittings.	m	30		
R.12.2		Sewage pipe, 110mm PVC, including all fittings.	m	80		
R.12.3		Mark up on other sewer fittings as specified by the Engineer (3 Quotations from reputable suppliers)	PC Sum	1	5000	R 5,000.00
R.12.4		Mark up on other sewer fittings.	%	5000		
R.13		<u>Polycop pipes: Supply, deliver, install (Chased into brickwalls), and testing, including joints, bends, sockets, and etc.</u>				
R.13.1		Poly cop pipe 15mm	m	100		
R.13.2		Poly cop pipe 20mm	m	100		
R.13.3		Polycop pipe Joints, Bends, Tees, etc. for 15mm pipe	no	30		
R.13.4		Poly Cop pipe Joints, Bends, Tees, etc. for 20mm pipe	no	30		
R		<b>Carried forward</b>				

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
<b>R</b>		<b>Brought forward</b>				
R.14		<b><u>OTHER PIPES AND FITTINGS</u></b>				
R.14.1		Mark up on other pipes & fittings as specified by the Engineer (3 Quotations from reputable suppliers)	PC Sum	1	15000	R 15,000.00
R.14.2		Mark up on other Pipes and Fittings.	%	15000		
R.15		<b><u>VALVES</u></b>				
		Supply, deliver, install, and test the following valves.				
R.15.1		Pressure control valve for 600kPA, on 15 or 20mm pipes	no	1		
R.15.2		15mm Ball-o-stop valve.	no	1		
R.15.3		22mm Non Return valve.	no	1		
R.16		<b><u>HOT WATER GEYSERS</u></b>				
		Electric element and Dual Solar geysers, complete with wastewater tray, anchoring and plumbing inlet and outlet adapters, fitted with isolator switch, with temperature and pressure safety relief valve, vacuum breaker, draincock.	no	1		
R.16.1		Dual Solar and Electric element geyser, 200 Litres, complete	no	2		
R.16.2		Supply all necessary testing apparatus, water, materials, etc. and allow for testing of all plumbing works and issue Certificate of Compliance (COC)	no	1		
R.17		<b><u>WATER PURIFICATION PLANTS</u></b>				
		Provide a sum for supply and installation of combined system of Filtering, Reverse Osmosis System, Chlorinator, UV treatment, Disinfection chamber, and De-ironizing Chamber by a specialist as instructed by engineer	PC Sum	1	220000	R 220,000.00
R.17.3		Profit over above	%	220000		
<b>R</b>		<b>Carried forward</b>				

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
R		<b>Brought forward</b>				
R.19		<b><u>AIR CONDITIONING SYSTEM</u></b>				
		Supply, deliver, install and test complete air Conditioning unit, wall mounted, inclusive of all electricals, pipes, etc.				
R.19.1		9000 BTU complete air Conditioning unit, wall mounted	sum	2		
R.19.2		12000 BTU complete air Conditioning unit, wall mounted	sum	1		
R.19.3		Building HVAC system, as specified by the Engineer (3 Quotations from reputable suppliers, by local supplier firms within the municipality for better repairs and maintenance purpose).	PC Sum	1	300000	R 300,000.00
R.19.4		Mark up on Item above	%	300000		
R0.20		<b><u>Cold Rooms</u></b>				
		Panel Walls with Doors				
R,20,1		3 x (5m x 5m x 3,6m height) rooms, positioned in next to each other, including wall panels, sliding doors, roof support; made of sandwich Polystyrene insulated panels of 75mm wide, lined by 1mm thick enamel coated sheets	m2	400		
		<b><u>Coldrooms equipment</u></b>				
R,20,2		Coldroom mechanical equipment installation and commissioning, as specified by the Engineer (3 Quotations from reputable suppliers, by local supplier firms within the municipality for better repairs and maintenance purpose).	PC Sum	1	370000	R 370,000.00
		Mark up on Item above	%	370000		
R21		<b><u>Prefabricated Galvanized steel water reservoir</u></b>				
		Prefabricated Galvanized food grade HDPE lined steel water reservoir complete with roof, internal ladder, external cat ladder with safety cage, 1x inlet (50 mm) including galvanized steel inlet pipe and fittings, outlet (80 mm) including valve, overflow, manhole, scour valve, whirlybird or similar approved ventilator, water level indicator, concrete ring beam or slab with Engineers Certificate were applicable and PVC lining in the following size categories:				
R,21,1		300 000 Litres capacity	Sum	1		
R0.22		<b><u>Steel Tank Stand</u></b>				
		Supply and erect a prefabricated complete elevated steel tank stand (painted) with Engineers Certificate suitable for a 10 000-storage tank:				
R,22,1		3 meter high for 10 000 litres	sum	3		
R		<b>Carried forward</b>				

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
R		<b>Brought forward</b>				
		<b><u>Polyethylene Water Tank</u></b>				
		Supply, erect and anchored elevated polyethylene water tank onto tank stand (3, 6 or 9m high):				
		10 000 Litres LDPE Tank includig HDPE pipes and fittings for inlet and delivery connections and overflow	sum	4		
R.21		<b><u>PROVISIONAL SUMS for Processing Equipment</u></b>				
R.21.1		Allow for a provisional sum for Mechanical/Electrical or processing Equipment for Fabrication and installation of Sweet potato wash trough, rollers with brush, elevator, spray run, including all control systems, by a specialist or manufacturing contractor.	Prov Sum	1	402000	402,000.00
R.21.2		Profit over above	%	402,000		
R.21.3		Allow for a provisional sum for Mechanical/Electrical or processing Equipment for Fabrication and installation of Sweet potato Sorting roller line with tables, knives, work tools , including all control systems, by a specialist or manufacturing contractor	Prov Sum	1	50000	50,000.00
R.21.4		Profit over above	%	50,000		
R.21.5		Allow for a provisional sum for Mechanical/Electrical or processing Equipment for Bottle packaging and purification plant, including all control systems, by a specialist or manufacturing contractor.	Prov Sum	1	3472000	3,472,000.00
R.21.6		Profit over above	%	3,472,000		
R.21.7		Allow for a provisional sum for Mechanical/Electrical or processing Equipment for Blender, cooker, pasteurizer, flavouring tank, mixing tanks including all control systems, by a specialist or manufacturing contractor.	Prov Sum	1	3105000	3,105,000.00
R.21.8		Profit over above	%	3,105,000		
R.21.9		Allow for a provisional sum for Mechanical/Electrical or processing Equipment for Sweet Potato Boiler and supporting equipment, including all control systems, by a specialist or manufacturing contractor.	Prov Sum	1	1495000	1,495,000.00
R.21.10		Profit over above	%	1,495,000		
R.21.11		Allow for a provisional sum for Mechanical/Electrical, processing Equipment, processing inputs instructed by the engineer to have processing complete, including packaging materials	Prov Sum	1	300000	300,000.00
R.21.12		Profit over above	%	300,000		
		<b>TOTAL SECTION "R" CARRIED FORWARD TO SUMMARY</b>				

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
<b><u>SECTION S : POWER GENERATION EQUIPMNET, FENCING</u></b>			-	-	-	-
S.1		<b><u>SOLAR SYSTEM</u></b>				
		Supply, deliver, install, and test, Pure sine wave inverter complete with: AC/DC compatibility, Overvoltage and undervoltage protection, Overload protection and overcurrent protection, Overtemperature protection, No-load protection, Operating history memory, Detachable control panel, Enclosure class IP66, Automatic generator start, Display of function.				
S.1.1		Pure sine wave inverter 8kVA	sum	1		
S.1.2		Other inverter under instruction	Prov Sum	1	200000	200,000.00
S.1.3		Mark-up on Item above	%	200000		
S.1.4		Supply and install DC Circuit breakers and surge protector	sum	2		
S.1.5		Supply and install Combined Junction Box for solar panels	sum	2		
S.1.6		Supply and install array to array cable for solar panels: Flexible single core cable for photovoltaic or solar systems, Halogen free, double insulated, zone & UV resistant (AC 1000V & DC 1500V) (Black/Red)				
		a) 1.5 mm <sup>2</sup>	m	30		
		b) 2.5 mm <sup>2</sup>	m	50		
		c) 4 mm <sup>2</sup>	m	20		
S.2		<b><u>SOLAR PANELS (PV)</u></b>				
		Supply, deliver, install, and test monocrystalline solar panels complete with all cables, connectors, Junction boxes, surge protectors and Circuit breakers. (Ground, Roof, Elevated or floating installation)				
S.2.1		d) 500 to 550 W	no	32		
S.3		<b><u>SOLAR (PV) MOUNTING SYSTEMS</u></b>				
		Supply, deliver, install a complete Solar (PV) mounting system including all rails, brackets, fasteners, and steel support structure. (Galvanised or Aluminium)				
S.3.1		<b><u>Roof Top mounting system for PV Solar panels.</u></b>				
		d) Set of four (4) PV solar panels mounting system	Sum	8		
<b>S</b>		<b>Carried forward</b>				

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
<b>S</b>		<b>Brought forward</b>				
S.3.6		<b><u>Solar DB Board</u></b>				
		Supply, deliver, install, and test complete solar DB Board				
S.3.6.1		Complete combiner box, MCE CB1-1, 32 A, 1000 VDC, Input Strings 1, Output Strings 1	Sum	1		
S.3.6.2		Complete combiner box, MCE CB2-2, 60 A, 1000 VDC, Input Strings 2, Output Strings 2	Sum	1		
S.3.7		<b><u>Batteries</u></b>				
S.3.7.1		Mark up on the supply, installation, and testing of Batteries for power control units switching as specified by the Engineer (3 Quotations from reputable suppliers)	PC Sum	1	80000	80,000.00
S.3.7.2		Mark up on Item above	%	80000		
S.3.8		<b><u>Other Solar Equipment</u></b>				
S.3.8.1		Mark up on other Solar Equipment set as instructed by the Engineer (3 Quotations from reputable suppliers)	PC Sum	1	60000	60,000.00
S.3.8.2		Mark up on other Solar Equipment.	%	60000		
S.4		<b><u>FUEL GENERATORS</u></b>				
		Supply, deliver, install, test, and commission diesel generators with electric start, automatic voltage regulator, and automatic transfer switch.				
S.4.1		50kVA	sum	1		
S.4.2		2000 litres diesel fuel tank with stand, fuel line, guage, meter, water drain, vapor release, etc to be compliant to Fuel storage regulation, provide COC	sum	1		
S.4.3		<b><u>Other Fuel Generators</u></b>				
S.4.3.1		Mark up on other Fuel Generator set as specified by the Engineer (3 Quotations from reputable suppliers)	PC Sum	1	50000	50,000.00
S.4.3.2		Mark up on other Fuel Generator.	%	50000		
S.4.4		<b><u>Service of Generators</u></b>				
S.4.4.1		Mark up on the Service and repair of Generators as specified by the Engineer for 12 months	PC Sum	1	75000	75,000.00
S.4.4.2		Mark up on the Service and repair of Generators.	%	75000		
<b>S</b>		<b>Carried forward</b>				

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
<b>S</b>		<b>Brought forward</b>				
S.6		<b><u>GRID POWER SUPPLY</u></b>				
S.6.1		Mark up on the replacement, upgrade or installation of power grid line and transformers by a Eskom registered contractor as specified by the Engineer (3 Quotations from reputable suppliers)	PC Sum	1	150000	150,000.00
S.6.2		Mark up on Item above	%	150000		
		<b>INVISIBLE FENCING</b>				
		Clea View Fence installation for Distance of: Invincible mesh security fencing all materials supply and installation:				
		1. Powder -coated security fencing 2400mm high above ground level, of ref 3510-3D mesh panels fabricated from absel with a strength of 60% and a tensile strength of 500N/mm <sup>2</sup> , with core diameter of 3mm and a tolerance of 0,07mm, with 4 no,43mm V-profiled horizontal stiffeners, fixed to and including 76x45x3mm by 3000mm length galvanized and powder coated steel posts with rubber cap on top, planted in concrete (concrete elsewhere). Fencing panels fixed between posts including galvanized and powder coated fixators and nuts at centres not exceeding 300mm.	m	100		
		2. Galvanized anti-burrow fencing, 500mm deep below ground level, secured into 25MPa concrete for posts and haunching of 200x200x200mm at 1000mm centres maximum, of ref 3510-3D mesh panels fabricated from absel with strength of 60% and tensile strength of 500N/mm <sup>2</sup> , with core diameter of 3mm and a tolerance of 0,07mm,	m	100		
		3. Powder coated anti-climb structure spiked rail bolted to invisible fence mesh flang along fence top	m	100		
		4. Gates fabrication using 100x75x3mm galvanized and powder coated for frame. Panel covered with clear view ref 3510-3D mesh. Hinged or on track rail including locking mechanism.	PC Sum	1	40000	R40,000.00
		Mark up on Item above	%	40000		
		<b>TOTAL SECTION "S" CARRIED FORWARD TO SUMMARY</b>				

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
<b><u>SECTION I : PUMPS &amp; MOTORS, CONTROLS &amp; ELECTRICAL CABLES AND WATER PIPES</u></b>						
T.1		<b><u>Flexible pipe - reinforced clear/visible food grade pipe to Processing equipment supplies and delivery</u></b>				
		Supply, deliver and install flexible pipe, complete with all applicable fittings to connect to the water take off points and supply points				
T,1,1		a) 50 mm inside diameter	m	50		
<b><u>STEEL PIPES AND FITTINGS</u></b>						
		Supply, deliver, install, and test the following steel pipes, fittings, and specials complete. (Conforming to SABS 719, SABS 62-1989 and BS534.) (All steel pipes and fittings to be galvanized according to SABS 1461 and SABS ISO 14713.)				
T.1,2		Stainless steel food grade pipes fabrication and installation by specialist as instructed by the engineer.	Prov Sum	1	100000	R 100,000.00
		Mark up on Item above	%	100,000		
T.2		<b><u>Close coupled centrifugal pump and motor (Three phase, 2 pole motor)</u></b>				
		Supply, deliver, install and test the following three phase close coupled end-suction centrifugal pump and motor (2 pole) complete with cast iron impeller, and cast iron & coated casing. (Including trimming of the Impeller)				
T.2.1		Suction - 50mm; Discharge - 32mm; Impeller - 125mm (Q - 25 <sup>3</sup> /h; H - 23m; P - 2,2kW) for water distribution and Potato wash sump water reticulation	set	3		
T.2.3		Mark up on other Close coupled pump and motor set.	Prov Sum	1	40000	R 40,000.00
		Mark up on Item above	%	40000		
T.2.4		Extra over above: Deliver, Install, Testing and Commission a complete Close coupled pump and motor set.	set	0		Rate only
T.3		<b><u>Valves</u></b>				
T.3,1		Mark up on Valves as specified by the Engineer (3 Quotations from reputable suppliers)	PC Sum	1	30000	R 30,000.00
T.3,2		Mark up on other Valves.	%	30000		
T.3,3		Extra over above: Deliver, Install, Testing and Commission other Valves.	set	0		Rate only
T		<b>Carried forward</b>				

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
T		<b>Brought forward</b>				
T.4		<b><u>Other Electrical motor.</u></b>				
T.4.1		Mark up on other Electrical motor as specified by the Engineer (3 Quotations from reputable suppliers)	PC Sum	1	70000	R 70,000.00
T.4.2		Mark up on other Electrical motor.	%	70000		
T.4.3		Extra over Item T.10.2: Deliver, Install, Testing and Commission a complete Electrical motor and coupling.	set	0		Rate only
T.5		<b><u>ELECTRICAL - GENERAL</u></b>				
T.5.1		Test the complete electrical works and issue a Certificate of Compliance (CoC) by an applicable certified and registered electrical person. For all water and processing circulation pumps and motors	sum	1		
T.5.2		Electrical Power Connection Fee under instruction and account handling	Prov Sum	1	100,000	R 100,000.00
T.5.3		Handling Cost and profit in respect of Item T.11.2	%	100,000		
T.5.4		Earthing of building - including issuing of certificate by specialist	sum	1		
T.6		<b><u>ELECTRICAL - TRENCHING &amp; EARTHWORKS</u></b>				
		Trenching (450mm width by 1500mm depth for LV Cables)				
T.6.1		Hand pickable soil (soft soil)	m <sup>3</sup>	10		
T.6.2		Machine excavation (soft rock)	m <sup>3</sup>	10		
T.6.3		Hard rock (Hydraulic Breakers, Blasting)	m <sup>3</sup>	3		
T.6.4		Back-filling and compaction to 90% Mod AASHTO	m <sup>3</sup>	20		
T.6.5		Sifting of local soil for bedding of the cables	m <sup>3</sup>	15		
T.6.6		Import soil for bedding of cables	m <sup>3</sup>	15		
T		<b>Carried forward</b>				

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
T		<b>Brought forward</b>				
T.7		<b><u>Electrical Motor Control and Starters</u></b>				
		Supply, deliver, install, and test a complete DB Board in a lockable IP55 powder coated mild steel enclosure (or similar approved by Engineer) for a pump and motor set with all applicable switch gear and starters with protections for Dry run, Pump stall, Overload, Under voltage, Over voltage, Phase failure, Phase rotation and short circuit. Inclusive of all wiring, terminations, and glands.				
		Included on the processing equipment installations				
		<b>Other Electrical Motor Control and Starters</b>				
T.7,1		Mark up on other Electrical motor Control and Starters as specified by the Engineer (3 Quotations from reputable suppliers)	PC Sum	1	50000	R 50,000.00
T.7,2		Mark up on other Electrical motor Control and Starters.	%	50000		
T.7,3		Extra over Item above: Deliver, Install, Testing and Commission a complete Electrical motor Control and Starter.	set	1		
T8		<b><u>Electrical Cables</u></b>				
T.8,1		<b>Two Core Armoured copper cable (SANS 1507)</b>				
		a) 1.5 mm <sup>2</sup>	m	500		
T.8,2		<b>Two Core Armoured copper cable with Earth continuity Conductor in the armour. (SANS 1507)</b>				
		a) 1.5 mm <sup>2</sup>	m	500		
		b) 2.5 mm <sup>2</sup>	m	250		
		c) 4 mm <sup>2</sup>	m	100		
		d) 6 mm <sup>2</sup>	m	10		
		e) 10 mm <sup>2</sup>	m	5		
		f) 16 mm <sup>2</sup>	m	5		
		g) 25 mm <sup>2</sup>	m	5		
		h) 35 mm <sup>2</sup>	m	5		
		l) 50 mm <sup>2</sup>	m	5		
T		<b>Carried forward</b>				

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
T		<b>Brought forward</b>				
T.8,3		<b>Three Core Armoured copper cable with Earth continuity Conductor in the armour. (SANS 1507)</b>				
		a) 1.5 mm <sup>2</sup>	m	1		
		b) 2.5 mm <sup>2</sup>	m	1		
		c) 4 mm <sup>2</sup>	m	1		
		d) 6 mm <sup>2</sup>	m	1		
		e) 10 mm <sup>2</sup>	m	1		
		f) 16 mm <sup>2</sup>	m	1		
		g) 25 mm <sup>2</sup>	m	1		
		h) 35 mm <sup>2</sup>	m	1		
		l) 50 mm <sup>2</sup>	m	1		
		<b>Four Core Cable</b>				
		<b>Supply, deliver, install and test four core SABS approved copper cables. Inclusive of all terminations and glands.</b>				
T.8,4		<b>Four Core Submersible pump cable (SANS 1574)</b>				
		a) 1.5 mm <sup>2</sup>	m	1		
		b) 2.5 mm <sup>2</sup>	m	1		
		c) 4 mm <sup>2</sup>	m	20		
		d) 6 mm <sup>2</sup>	m	20		
		e) 10 mm <sup>2</sup>	m	1		
		f) 16 mm <sup>2</sup>	m	1		
		g) 25 mm <sup>2</sup>	m	1		
		h) 35 mm <sup>2</sup>	m	1		
		l) 50 mm <sup>2</sup>	m	1		
T		<b>Carried forward</b>				

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
T		<b>Brought forward</b>				
T.8,5		<b>Four Core Armoured copper cable (SANS 1507)</b>				
		a) 1.5 mm <sup>2</sup>	m	1		
		b) 2.5 mm <sup>2</sup>	m	1		
		c) 4 mm <sup>2</sup>	m	1		
		d) 6 mm <sup>2</sup>	m	1		
		e) 10 mm <sup>2</sup>	m	1		
		f) 16 mm <sup>2</sup>	m	1		
		g) 25 mm <sup>2</sup>	m	1		
		h) 35 mm <sup>2</sup>	m	1		
		l) 50 mm <sup>2</sup>	m	1		
T.8,6		<b>Four Core Armoured copper cable with Earth continuity Conductor in the armour. (SANS 1507)</b>				
		a) 1.5 mm <sup>2</sup>	m	1		
		b) 2.5 mm <sup>2</sup>	m	1		
		c) 4 mm <sup>2</sup>	m	1		
		d) 6 mm <sup>2</sup>	m	1		
		e) 10 mm <sup>2</sup>	m	1		
		f) 16 mm <sup>2</sup>	m	50		
		g) 25 mm <sup>2</sup>	m	20		
		h) 35 mm <sup>2</sup>	m	1		
		l) 50 mm <sup>2</sup>	m	1		
		<b>Supply, deliver, install and test SABS approved copper cables. Inclusive of all terminations and glands.</b>				
T.8,7		<b>Bare copper Earth wire (SANS 1411)</b>				
		a) 1.5 mm <sup>2</sup>	m	1		
		b) 2.5 mm <sup>2</sup>	m	1		
		c) 4 mm <sup>2</sup>	m	1		
T		<b>Carried forward</b>				

No.	Clause	DESCRIPTION	Unit	Qty	Rate	Amount
T		<b>Brought forward</b>				
		d) 6 mm <sup>2</sup>	m	1		
		e) 10 mm <sup>2</sup>	m	1		
		f) 16 mm <sup>2</sup>	m	1		
		g) 25 mm <sup>2</sup>	m	1		
		h) 35 mm <sup>2</sup>	m	1		
		l) 50 mm <sup>2</sup>	m	1		
T.8.8		<b>Building Earthing and Lightning Protection and Other Electrical Cables to Equipment and Rooms and Fittings points for the whole facility</b>				
T.8.9		Mark up on other Electrical works under instruction (3 Quotations from reputable suppliers or specialists)	PC Sum	1	300000	R 300,000.00
T.8.10		Mark up on other Electrical Cables.	%	300000		
T.8.11		Extra over Item above: Deliver, install and test other cables.	set	1		
T.9		<b>Manual On-Line screen filters complete with Stainless-steel screen and drain valve (10 bar max)</b>				
T.9.1		50mm Filter with minimum 25 m <sup>3</sup> /h flow, 100 - 500 micron screen, Filtration Surface minimum 800 cm <sup>2</sup>	no	2		
T.10		<b><u>Supply deliver and install the following water meters</u></b>				
		<b><u>Cast Iron, Epoxy coated (Flange Table D)</u></b>				
T.10.1		a) 50 mm, complete with flanges	no	1		
T.11		<b><u>Other Water Meters and Pipeline accessories</u></b>				
T.11.1		Mark up on other Water Meters as specified by the Engineer (3 Quotations from reputable suppliers)	PC Sum	1	25000	R 25,000.00
T.11.2		Mark up on other Water Meters.	%	25000		
T.11.3		Extra over Item above: Deliver, Install, Testing and Commission other Water Meters.	set	1		
		<b>TOTAL SECTION "T" CARRIED FORWARD TO SUMMARY</b>				

<b>SCHEDULE J : DRILLING OF BOREHOLES</b>						
<b>Item Nr.</b>	<b>Payment Refer.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
<b>2</b>		<b><u>DRILLING OF BOREHOLES</u></b>				
<b>2.1</b>	<b>SANS 1200C</b>	<b><u>SITE ESTABLISHMENT</u></b>				
2.1.1	8.2.1	Clear and grub 3m wide for access road (Provisionally)	m	0		Rate only
2.1.2		Mobilisation and set up of plant to/at first borehole	Sum	1		
2.1.3		Set-up of plant per boreholes (after first) up to 10km	No	0		Rate only
2.1.4		Interhole moves For distances more than 10km	km	0		Rate only
2.1.5	8.2.5	Take down and reinstate existing fences with written approval of the Engineer. (Provisional)	m	0		Rate only
		<b><u>DRILLING: (Unconsolidated and consolidated sediments and igneous, metamorphic and fractured carbonate rocks)</u></b>				
<b>2.2</b>		<b>Rotary air percussion with foam - 0 to 150m</b>				
2.2.1		165mm diameter	m	0		Rate only
2.2.2		203 or 216mm diameter	m	0		Rate only
2.2.3		254mm diameter	m	100		
2.2.4		305mm diameter	m	0		Rate only
<b>2.3</b>		<b>Odex (including supply, delivery &amp; installation of at least 6 mm sidewall Odex casing)</b>				
2.3.1		194 mm OD (including casing)	m	0		Rate only
2.3.2		219 mm OD (including casing)	m	0		Rate only
2.3.3		273 mm OD (including casing)	m	0		Rate only
		<b><u>DRILLING (Highly abrasive rocks e.g. quartzite)</u></b>				
<b>2.4</b>		<b>Rotary air percussion with foam – 0 to 150 m</b>				
2.4.1		165mm diameter	m	0		Rate only
2.4.2		203 or 216mm diameter	m	0		Rate only
2.4.3		254mm diameter	m	80		
2.4.4		305mm diameter	m	0		Rate only
<b>Total Carried Forward</b>						

**SCHEDULE B : DRILLING OF BOREHOLES (continue)**

Item Nr.	Payment Refer.	Description	Unit	Qty	Rate	Amount
		<b>Brought Forward</b>				
		<b><u>DRILLING (Leached / cavernous carbonate rocks)</u></b>				
<b>2.5</b>		<b>Rotary air percussion with foam</b>				
2.5.1		165mm diameter	m	0		Rate only
2.5.2		203 or 216mm diameter	m	0		Rate only
2.5.3		254mm diameter	m	0		Rate only
2.5.4		305mm diameter	m	0		Rate only
<b>2.6</b>		<b>Odex (including supply, delivery &amp; installation of at least 6 mm sidewall Odex casing)</b>				
2.6.1		194 mm OD (including casing)	m	0		Rate only
2.6.2		219 mm OD (including casing)	m	0		Rate only
2.6.3		273 mm OD (including casing)	m	0		Rate only
		<b><u>CASING (supplied, delivered and installed)</u></b>				
<b>2.7</b>		<b>Steel (bevel-edged plain)</b>				
2.7.1		165 mm ID (minimum wall thickness 4 mm)	m	0		Rate only
2.7.2		215 mm ID (minimum wall thickness 4.5 mm)	m	30		
2.7.3		254 mm ID (minimum wall thickness 4.5 mm)	m	0		Rate only
<b>2.8</b>		<b>Steel (slotted, width 3-4 mm)</b>				
2.8.1		165 mm ID (minimum wall thickness 4 mm)	m	0		Rate only
2.8.2		215 mm ID (minimum wall thickness 4.5 mm)	m	0		Rate only
2.8.3		254 mm ID (minimum wall thickness 4.5 mm)	m	0		Rate only
<b>2.9</b>		<b>UPVC (flush internal/external thread-jointed, plain)</b>				
2.9.1		165 mm ID (minimum wall thickness 7 mm)	m	0		Rate only
2.9.2		181 mm ID (minimum wall thickness 8.5 mm)	m	0		Rate only
2.9.3		203 mm ID (minimum wall thickness 9.1 mm)	m	0		Rate only
2.9.4		227 mm ID (minimum wall thickness 11 mm)	m	120		
<b>Total Carried Forward</b>						

**SCHEDULE B : DRILLING OF BOREHOLES (continue)**

Item Nr.	Payment Refer.	Description	Unit	Qty	Rate	Amount
<b>Brought Forward</b>						
<b>2.10</b>		<b>UPVC (flush internal/external thread-jointed, perforated)</b>				
2.10.1		127 mm ID (minimum wall thickness 6 mm)	m	0		Rate only
2.10.2		150 mm ID (minimum wall thickness 6 mm)	m	0		Rate only
2.10.3		165 mm ID (minimum wall thickness 7 mm)	m	0		Rate only
2.10.4		181 mm ID (minimum wall thickness 8.5 mm)	m	0		Rate only
2.10.5		203 mm ID (minimum wall thickness 9.1 mm)	m	0		Rate only
2.10.6		227 mm ID (minimum wall thickness 11 mm)	m	12		
<b>2.11 CASING SHOES</b>						
2.11.1		To fit 165 mm ID steel casing	m	0		Rate only
2.11.2		To fit 215 mm ID steel casing	m	0		Rate only
2.11.3		To fit 254 mm ID steel casing	m	6		
<b>2.12 REAMING OF BOREHOLES</b>						
2.12.1		152 mm or 165 mm to 203 mm or 219 mm diameter	m	0		Rate only
2.12.2		203 mm or 219 mm to 254 mm diameter	m	0		Rate only
2.12.3		152 mm or 165 mm to 254 mm diameter	m	60		
<b>2.13 RECOVERY OF STEEL CASING</b>						
<b>2.14 FORMATION STABILISER</b>						
		(supplied, delivered and installed)				
		5-8mm well rounded silica gravel	kg	24		
<b>2.15 CONCRETE COLLAR (complete per borehole)</b>						
		(2 m x 2 m x 0.5 m)	No	1		
<b>2.16 BENTONITE SANITARY SEAL</b>						
		(complete per borehole) (maximum of 5m)				
2.16.1		Type I (305 mm hole & 254 mm ID casing)	No	1		
2.16.2		Type II (305 mm hole & 215 mm ID casing)	No	0		Rate only
<b>2.17 BOREHOLE DISINFECTION (complete per borehole)</b>						
			No	1		
<b>2.18 BOREHOLE PROTECTION (complete per borehole)</b>						
		(including casing lid)	No	1		
<b>Total Carried Forward</b>						

**SCHEDULE B : DRILLING OF BOREHOLES (continue)**

Item Nr.	Payment Refer.	Description	Unit	Qty	Rate	Amount
		<b>Brought Forward</b>				
2.19		<b>STONE PLUG (for unsuccessful boreholes)</b> 3m casing installed and concrete block constructed around casing. Must be marked clearly dry on casing lid)	No	1		
2.20		<b>BOREHOLE MARKING</b> (complete per borehole) 300 mm x 200 mm x 3mm thick rectangular steel plate (complete with concrete embedment)	No	1		
2.21		<b>DATA RECORDING AND REPORTING</b> (Complete per borehole to include: GPS coordinates, penetration rates, logs)	No	1		
2.22		<b>DEVELOPMENT of BOREHOLE</b> (also for blow yield)	Hr	1		
2.23		<b>BOREHOLE YIELD WATER TESTING</b> Set-up of Plant, installation of yield testing pump, discharge pipes, Stepped discharge test, Borehole Disinfections	Sum	1		
2.23.1						
2.24		<b>Professional Services</b> Sum for compensation for comprehensive Geohydrological report Hydrogeologist for Geophysical investigations (sitting report, 2.24.1 Geophysical field work, reporting, water quality and, yield test, supervision and traveling expenses during construction.	PC Sum	1	-	R35,000.00
2.24.2		Charges and profit on above items	%	35000		
<b>TOTAL SCHEDULE B CARRIED FORWARD TO SUMMARY</b>						

## LIMPOPO ECONOMIC DEVELOPMENT AGENCY

### TERM CONTRACT FOR THE DESIGN, CONSTRUCTION, REFURBISHMENT AND UPGRADE OF EXISTING BUILDING FACILITY AND INSTALLATION OF SWEET POTATO YOGHURT PROCESSING MACHINERY FOR KGAROSE KGAROS PTY LTD AT SESHEGO INDUSTRIAL PARK FOR A PERIOD OF TWELVE MONTHS

#### C1.2 CONTRACT DATA

*Section 1.01 The General Conditions of Contract for Construction Works (2010) published by the South African Institution of Civil Engineering, is applicable to this Contract. Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947).*

The General Conditions of Contract for Construction Works make several references to the Contract Data for Specific Data, which together with these Conditions collectively describe the risks, liabilities and obligations of the Contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

Each item of Data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

## **LIMPOPO ECONOMIC DEVELOPMENT AGENCY**

**TERM CONTRACT FOR THE DESIGN, CONSTRUCTION, REFURBISHMENT AND UPGRADE OF EXISTING BUILDING FACILITY AND INSTALLATION OF SWEET POTATO YOGHURT PROCESSING MACHINERY FOR KGAROSE KGAROS PTY LTD AT SESHEGO INDUSTRIAL PARK FOR A PERIOD OF TWELVE MONTHS**

### **C1.2.1: CONDITIONS OF CONTRACT**

#### **GENERAL CONDITIONS OF CONTRACT**

#### **SPECIAL CONDITIONS OF CONTRACT**

- 1. GENERAL**
- 2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT**
- 3. TRANSFER OF RIGHTS**

## C1.2.1 CONDITIONS OF CONTRACT

### GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works – 2<sup>nd</sup> Edition 2010", issued by the South African Institution of Civil Engineering (Short title: "**General Conditions of Contract 2010**") and can be obtained from:

#### SAICE

Waterfall Park  
Howick Gardens  
Vorna Valley Half way House  
Becker Street  
MIDRAND  
1685  
Gauteng Province  
Tel: (011) 805-5947/8  
Fax: (011) 805-5971

It is agreed that the only variations from the General Conditions of Contract 2010 are those set out hereafter under "Special Conditions of Contract".

### SPECIAL CONDITIONS OF CONTRACT

#### 1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2010 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the General Conditions of Conditions 2010, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

#### 2. FOR CONTRACT ABOVE R3M (THREE MILLION RAND), THE FOLLOWING SPECIAL CONDITIONS APPLY

- (a)
  - (i) All bidders from outside the province must enter into a Consortium or Joint Venture with local SMMEs or suppliers.
  - (ii) Preference must be given to local bidders entering into Joint Ventures with local SMME's or suppliers.
  - (iii) The members of consortium or Joint Venture, formed in response to preferential procurement conditions, must share in the control and management of such consortium.
  - (iv) The percentage of the contract value managed or executed by the local partner must not be less than 40% of the project value.
  - (v) All white owned bidders must enter into joint venture with black owned local contractor and percentage of management and control for equity owned by black must not be less than 25% in the venture arrangement.
- (b) The AO/AA may, after consulting the departmental or public entities demand management unit, in the bid documentation, exempt bidders from complying with the provisions of clause (a), if there are no SMME's or suppliers in Limpopo with the skills or knowledge required to execute the project.
- (c) In the case of construction works, applicable to the construction industry;
- (d)
  - (i) The Consortium or Joint Venture that benefits from the preference system, must within 30 days of receiving notice of the contract ,must organize themselves into legal entity or provide with a working agreement between members of the Joint venture or consortium. Successful suppliers, both from in and outside the province, must upon implementation of the project, establish fully fledged office, branch or plant in the province. The department reserves the right to retain a percentage of contract value to ensure that the above condition is complied with.
  - (ii) The retained fee must be paid to the supplier or service provider on successfully completing the contract and after having complied with the special conditions.
  - (iii) Where the supplier or service provider fails to successfully complete the contract or comply with any condition, such supplier or service provider will forfeit the retained percentage.

- (iv) Notwithstanding the forfeiture of the retained percentage of the contract value, if the failure to comply with conditions in clause (i) amounts to breach of the contract, the department or public entity may invoke any remedy available to it in law.
  - (v) A performance guarantee of 10% is applicable to all contracts above R2 000 000.00 and must be obtained from either commercial bank or insurance company prior to award of bids. The performance security shall be dominated in the currency of the contract and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in South Africa. The accounting officer reserves the right to cancel the award of the bid when the bidder fails to present the required security as stipulated in the special conditions.
- (e) In all labour intensive projects, at least 100% of the labourers must be employed from the local community where the project will be executed.

### 3. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

Clause no.	Description
<b>SCC 4.5.2</b>	Replace the term "Safety" with "Occupational Health and Safety"
<b>SCC 42.2</b>	Add the following to the sub-clause: Extension of time in respect of abnormal rainfall shall be calculated using the rainfall (Formula 1) for each calendar month or part thereof.
<b>SCC 49.6.1 to 4.9.6.3</b>	Replace the term "Bank" with "Bank or Insurance Company"
<b>SCC 55.1.8</b>	Replace sub-clause with: The Contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer, or in the employ of the Engineer, a gratuity or reward or commission.
<b>SCC 50</b>	Replace the Heading with " <b>VARIATIONS EXCEEDING 20 PERCENT</b> "
<b>SCC 50.1</b>	Replace the wording: " <i>greater than 15 percent</i> " with " <i>greater than 20 percent</i> ".
	<b><u>The following additional clauses to the General Conditions of Contract shall apply:</u></b>

<p><b>SCC 59</b></p> <p><b>SCC 59.1</b></p> <p><b>SCC 59.2</b></p> <p><b>SCC 59.3.1</b></p> <p><b>SCC 59.3.2</b></p>	<p><b>LABOUR INTENSIVE WORKS</b></p> <p><b>Payment for the labour-intensive component of the works</b></p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in Contract or in delict.</p> <p><b>Applicable labour laws</b></p> <p>The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as reproduced below, shall apply to work which are undertaken by unskilled or semi-skilled workers.</p> <p><b>Introduction</b></p> <p>(a) This document contains the Standard Terms and Conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and Conditions do NOT apply to persons employed in the supervision and management of a SPWP.</p> <p>(b) In this document –</p> <p>(i) “Department” means any department of State, implementing Agent or Contractor;</p> <p>(ii) “Employer” means any Municipality, implementing Agency or Contractor that hires workers to work in elementary occupations on a SPWP;</p> <p>(iii) “worker” means any person working in an elementary occupation on a SPWP.;</p> <p>(iv) “elementary occupation” means any occupation involving unskilled or semi-skilled work;</p> <p>(v) “Management” means any person employed by a Municipality or implementing Agency to administer or execute an SPWP;</p> <p>(vi) “task” means a fixed quantity of work;</p> <p>(vii) “task-based work” means work in which a worker is paid a fixed rate for performing a task;</p> <p>(viii) “task-rated worker” means a worker paid on the basis of the number of tasks completed;</p> <p>(ix) “time-rated worker” means a worker paid on the basis of the length of time worked.</p> <p><b>Terms of Work</b></p> <p>(a) Workers on a SPWP are employed on a temporary basis.</p> <p>(b) A worker may NOT be employed for longer than 24 months in any five year cycle on a SPWP.</p> <p>(c) Employment on a SPWP does not qualify as employment as a contributor for the purpose of the Unemployment Insurance Act 30 of 1966.</p>
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<p><b>SCC 59.3.3</b></p>	<p><b>Normal Hours of Work</b></p> <p>(a) An Employer may not set tasks or hours of work that require a worker to work–</p> <ul style="list-style-type: none"> <li>(i) more than forty hours in any week</li> <li>(ii) on more than five days in any week; and</li> <li>(iii) for more than eight hours on any day.</li> </ul> <p>(b) An Employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.</p> <p>(c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.</p>
<p><b>SCC 59.3.4</b></p>	<p><b>Meal Breaks</b></p> <p>(a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.</p> <p>(b) An Employer and worker may agree on longer meal breaks.</p> <p>(c) A worker may not work during a meal break. However, an Employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An Employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.</p> <p>(d) A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.</p>
<p><b>SCC 59.3.5</b></p>	<p><b>Special Conditions for Security Guards</b></p> <p>(a) A security guard may work up to 55 hours per week and up to eleven hours per day.</p> <p>(b) A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.</p>
<p><b>SCC 59.3.6</b></p>	<p><b>Daily Rest Period</b></p> <p>Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.</p>
<p><b>SCC 59.3.7</b></p>	<p><b>Weekly Rest Period</b></p> <p>Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work (“emergency work”).</p>
<p><b>SCC 59.3.8</b></p>	<p><b>Work on Sundays and Public Holidays</b></p> <p>(a) A worker may only work on a Sunday or Public holiday to perform emergency or security work.</p> <p>(b) Work on Sundays is paid at the ordinary rate of pay.</p> <p>(c) A task-rated worker who works on a public holiday must be paid –</p>

	<ul style="list-style-type: none"> <li>(i) the worker's daily task rate, if the worker works for less than four hours;</li> <li>(ii) double the worker's daily task rate, if the worker works for more than four hours.</li> </ul> <p>(d) A time-rated worker who works on a public holiday must be paid –</p> <ul style="list-style-type: none"> <li>(i) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;</li> <li>(ii) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.</li> </ul> <p><b>SCC 59.3.9 Sick Leave</b></p> <p>(a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.</p> <p>(b) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a Contract.</p> <p>(c) A worker may accumulate a maximum of twelve days' sick leave in a year.</p> <p>(d) Accumulated sick-leave may not be transferred from one Contract to another Contract.</p> <p>(e) An Employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.</p> <p>(f) An Employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.</p> <p>(g) An Employer must pay a worker sick pay on the worker's usual payday.</p> <p>(h) Before paying sick-pay, an Employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is–</p> <ul style="list-style-type: none"> <li>(i) absent from work for more than two consecutive days; or</li> <li>(ii) absent from work on more than two occasions in any eight-week period.</li> </ul> <p>(i) A medical certificate must be issued and signed by a Medical Practitioner, a qualified Nurse or a Clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.</p> <p>(j) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.</p>
<p><b>SCC 59.3.10</b></p>	<p><b>Maternity Leave</b></p> <p>(a) A worker may take up to four consecutive months' unpaid maternity leave.</p> <p>(b) A worker is not entitled to any payment or employment-related benefits during maternity leave.</p> <p>(c) A worker must give her Employer reasonable notice of when she will start maternity leave and when she will return to work.</p>

	<p>(d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.</p> <p>(e) A worker may begin maternity leave –</p> <p>(i) four weeks before the expected date of birth; or</p> <p>(ii) on an earlier date –</p> <p>(1) if a medical Practitioner, Midwife or Certified Nurse certifies that it is necessary for the health of the worker or that of her unborn child; or</p> <p>(2) if agreed to between Employer and worker; or</p> <p>(iii) on a later date, if a medical Practitioner, Midwife or Certified nurse has certified that the worker is able to continue to work without endangering her health.</p> <p>(f) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.</p> <p>(g) A worker who returns to work after maternity leave has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.</p>
<p><b>SCC 59.3.11</b></p>	<p><b>Family responsibility leave</b> Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –</p> <p>(a) when the employee’s child is born;</p> <p>(b) when the employee’s child is sick;</p> <p>(c) in the event of a death of –</p> <p>(i) the employee’s spouse or life partner;</p> <p>(ii) the employee’s parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.</p>
<p><b>SCC 59.3.12</b></p>	<p><b>Statement of Conditions</b></p> <p>(a) An Employer must give a worker a statement containing the following details at the start of employment –</p> <p>(i) the Employer’s name and address and the name of the SPWP;</p> <p>(ii) the tasks or job that the worker is to perform; and</p> <p>(iii) the period for which the worker is hired or, if this is not certain, the expected duration of the Contract;</p> <p>(iv) the worker’s rate of pay and how this is to be calculated;</p> <p>(v) the training that the worker will receive during the SPWP.</p> <p>(b) An Employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.</p> <p>(b) An Employer must supply each worker with a copy of these Conditions of employment.</p>

<b>SCC 59.3.13</b>	<p><b>Keeping Records</b></p> <p>(a) Every Employer must keep a written record of at least the following –</p> <ul style="list-style-type: none"> <li>(i) the worker’s name and position;</li> <li>(ii) in the case of a task-rated worker, the number of tasks completed by the worker;</li> <li>(iii) in the case of a time-rated worker, the time worked by the worker;</li> <li>(iv) payments made to each worker.</li> </ul> <p>(b) The Employer must keep this record for a period of at least three years after the completion of the SPWP.</p>
<b>SCC 59.3.14</b>	<p><b>Payment</b></p> <p>(a) An Employer must pay all wages at least monthly in cash or by cheque or into a bank account.</p> <p>(b) A task-rated worker will only be paid for tasks that have been completed.</p> <p>(c) An Employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the Contractor having submitted an invoice to the Employer.</p> <p>(d) A time-rated worker will be paid at the end of each month.</p> <p>(e) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.</p> <p>(f) Payment in cash or by cheque must take place –</p> <ul style="list-style-type: none"> <li>(i) at the workplace or at a place agreed to by the worker;</li> <li>(ii) during the worker’s working hours or within fifteen minutes of the start or finish of work;</li> <li>(iii) in a sealed envelope which becomes the property of the worker.</li> </ul> <p>(g) An Employer must give a worker the following information in writing –</p> <ul style="list-style-type: none"> <li>(i) the period for which payment is made;</li> <li>(ii) the numbers of tasks completed or hours worked;</li> <li>(iii) the worker’s earnings;</li> <li>(iv) any money deducted from the payment;</li> <li>(v) the actual amount paid to the worker.</li> </ul> <p>(h) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it</p> <ul style="list-style-type: none"> <li>(i) If a worker’s employment is terminated, the Employer must pay all monies owing to that worker within one month of the termination of employment.</li> </ul>

<b>SCC 59.3.15</b>	<p><b>Deductions</b></p> <ul style="list-style-type: none"> <li>(a) An Employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.</li> <li>(b) An Employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.</li> <li>(c) An Employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.</li> <li>(d) An Employer may not require or allow a worker to – <ul style="list-style-type: none"> <li>(i) repay any payment except an overpayment previously made by the Employer by mistake;</li> <li>(ii) state that the worker received a greater amount of money than the Employer actually paid to the worker; or</li> <li>(iii) pay the Employer or any other person for having been employed.</li> </ul> </li> </ul>
<b>SCC 59.3.16</b>	<p><b>Health and Safety</b></p> <ul style="list-style-type: none"> <li>(a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe.</li> <li>(b) A worker must – <ul style="list-style-type: none"> <li>(i) work in a way that does not endanger his/her health and safety or that of any other person;</li> <li>(ii) obey any health and safety instruction;</li> <li>(iii) obey all health and safety rules of the SPWP;</li> <li>(iv) use any personal protective equipment or clothing issued by the Employer;</li> <li>(e) report any accident, near-miss incident or dangerous behaviour by another person to their Employer or manager.</li> </ul> </li> </ul>
<b>SCC 59.3.17</b>	<p><b>Compensation for Injuries and Diseases</b></p> <ul style="list-style-type: none"> <li>(a) It is the responsibility of the Employers (other than a Contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.</li> <li>(b) A worker must report any work-related injury or occupational disease to their Employer or manager.</li> <li>(c) The Employer must report the accident or disease to the Compensation Commissioner.</li> <li>(d) An Employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The Employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.</li> </ul>

<p><b>SCC 59.3.18</b></p>	<p><b>Termination</b></p> <p>(a) The Employer may terminate the employment of a worker for good cause after following a fair procedure.</p> <p>(b) A worker will not receive severance pay on termination.</p> <p>(c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the Employer in advance to allow the Employer to find a replacement.</p> <p>(d) A worker who is absent for more than three consecutive days without informing the Employer of an intention to return to work will have terminated the Contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p> <p>(e) A worker who does not attend required training events, without good reason, will have terminated the Contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p>
<p><b>SCC 59.3.19</b></p>	<p><b>Certificate of Service</b></p> <p>On termination of employment, a worker is entitled to a certificate stating –</p> <ul style="list-style-type: none"> <li>(i) the worker’s full name;</li> <li>(ii) the name and address of the Employer;</li> <li>(iii) the SPWP on which the worker worked;</li> <li>(iv) the work performed by the worker;</li> <li>(v) any training received by the worker as part of the SPWP;</li> <li>(vi) the period for which the worker worked on the SPWP;</li> <li>(vii) any other information agreed on by the Employer and worker.</li> </ul>
<p><b>SCC 59.3.20</b></p>	<p><b>Reporting</b></p> <p>The Contractor shall report the breakdown of each payment certificate into the broad categories of:</p> <ul style="list-style-type: none"> <li>a) Overheads,</li> <li>b) Supervision,</li> <li>c) Materials,</li> <li>d) Plant, and</li> <li>e) Labour.</li> </ul> <p>The Contractor shall further report for each payment certificate the person-days of employment as set out in the Pro Forma, Schedule X: Monthly Labour Report.</p> <p>In the calculation of person-days, a day shall be taken as 8 hours and no time over and above 8 hours per day shall be used to contribute to the number of person-days reported.</p>
<p><b>SCC 59.3.21</b></p>	<p><b>Source of Labour</b></p> <p>The Contractor shall source his labour from the local area through the services of an appropriate Councillor or Community Liaison Officer or another appointed person who has contact with a labour pool in the area.</p>

**4. TRANSFER OF RIGHTS**

The successful tenderer should complete and submit a Transfer of Rights Form to claim for materials on site with every progress payment for the project. No payment for materials on site would be granted if this Document is not submitted with the progress payment being considered.

**TRANSFER OF RIGHTS**

**TRANSFER OF RIGHTS AND INDEMNITY (To be completed during construction by successful Tenderer only)**

**Claim for materials on site, Payment Certificate No.** ..... **Date:** .....

**Contract No:** ..... For (Contract title) .....

.....

I, the undersigned (name of signatory) ..... in my capacity as

..... of (name of Contractor) .....

duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of Employer) ..... insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any defect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

This transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

**This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table.**

Description of Item	Unit	Quantity	Rate	Amount	Supplier
Total Value of Materials and goods					

**Signed by:** ..... **Date:** .....  
for and on behalf of the Contractor.

**Witnessed by:** ..... **Date:** .....

**NOTE:** This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 49.1.5 of the General Conditions of Contract 2004.

**C1.2.2 PART A: DATA PROVIDED BY THE EMPLOYER**

The following Contract Specific Data are applicable to this Contract.

**REFERENCE CONTRACT SPECIFIC DATA BY THE EMPLOYER**

Clause 1.1.14: **Name of Employer:** Limpopo Economic Development Agency, Lebowakgomo

Clause 1.2.2: **Address of Employer:**

Physical:

Limpopo Economic Development Agency  
Enterprise Development House  
1 Main Road, Lebowakgomo  
0737

Postal:

Limpopo Economic Development Agency  
P.O Box 760  
Lebowakgomo  
0737

Telephone No: (015) 633 4700

Fax No: (015

Clause 1.1.15: **Name of Engineer:** Mr DE SIBUYI

Clause 1.2.2: **Address of Engineer:**

Physical:

Limpopo Department of Agriculture  
& Rural Development  
67/69 Biccard Street  
Polokwane  
0700

Postal:

Limpopo Department of Agriculture  
& Rural Development  
Private Bag X9487  
Polokwane  
0700

E-Mail: SibuyiDE@agric.limpopo.gov.za

Telephone No: (015) 294 3000

Clause 1.6 & 38.1: Special non-working days are Sundays and the following statutory public holidays as declared by National or Regional Government:

New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill including the construction industry year end break.

Clause 1.1.1.26: The Pricing Strategy is Re-measurable Contract.

The year end break commences on the first working day after 15 December and ends on the first working day after 5 January of the next year.

Appendix 3: Performance Guarantee to be delivered within 14 days of the Award of Task Order.

The total liability under the guarantee should not be less than 10% of the tender amount, excluding VAT.

Clause 5.3: The Contractor shall commence executing the work within 14 days of the Commencement date.

Clause 5.3.2: The time to submit the documentation required before commencement of work execution is 14 days.

Clause 8.6.1.1.2: The value of material to be supplied by the Employer is nil.

Clause 8.6.1.1.3: The amount to cover Professional fees for repairing damage and loss to be included in the Insurance sum is R 500 000.00

Clause 8.6.1.3: The limit of indemnity for Liability Insurance is R 5 000 000.00 for any single liability claim. Liability insurance shall include spread of fire risk.

- Clause 6.5.1.2.3: The percentage allowance to cover overhead charges is 15%.
- Clause 1.1.1.14: The Works shall be completed within 12 months excluding special non-working days and the year end break.
- Clause 5.13.1: The penalty for failing to complete the works is 0.025 % of the Total Tender Sum per Calendar Day.
- Clause 5.16.3: The latent defect period is 10 years.
- Clause 6.8: No Contract Price Adjustment will be allowed for this Contract.
- Clause 6.10.1.5: The percentage advance on materials not yet built into the Permanent Works is: 80%
- Clause 6.10.3: The percentage retention on the amounts due to the Contractor is 10 %, excluding Contract Price Adjustment, Contingencies and VAT.
- A Retention money Guarantee will **not** be permitted.
- Clause 1.1.1.13: The Defects Liability Period is 12 months measured from the date of the Certificate of Completion.
- Clause 10.3.2: Dispute resolution shall be by Adjudication.

**C1.2.2: PART B: DATA PROVIDED BY THE CONTRACTOR**

The following Contract Specific Data are applicable to this Contract:

**REFERENCE CONTRACT SPECIFIC DATA BY THE CONTRACTOR**

Clause 1.1.8: **Name of Contractor:** .....

Clause 1.2.2: **Address of the Contractor:**

Physical:

Postal:

.....

.....

.....

.....

.....

.....

.....

.....

E-Mail: .....

Telephone No: ..... Fax No: .....

Clause 46.3: The variation in cost of all special materials is to be provided in the table SM 1 for special materials.

The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. **The quoted price is the ruling price on the Month prior to close of tender.**

**TABLE: SM1**

Special material	Unit on which variation will be determined		Price for base month ex factory, excluding transport, labour or any other costs.
	Containers	Delivered in bulk	

\* Contractor to indicate the type, unit and rate of special material to be listed. When called upon to do so, the Contractor shall substantiate the above rates or prices with acceptable documentary evidence. Contractor to provide any other Special Materials if deemed necessary

**C1.3 FORM OF GUARANTEE - PRO FORMA**

Contract No. LEDA/KKP/2025/26-2

WHEREAS **The Limpopo Economic Development Agency** (hereinafter referred to as the Employer”) entered into, a Contract with:

.....  
(Hereinafter called “the Contactor”) on the ..... day of ..... 20.....

**for TERM CONTRACT FOR THE DESIGN, CONSTRUCTION, REFURBISHMENT AND UPGRADE OF EXISTING BUILDING FACILITY AND INSTALLATION OF SWEET POTATO YOGHURT PROCESSING MACHINERY FOR KGAROSE KGAROS PTY LTD AT SESHEGO INDUSTRIAL FOR A PERIOD OF TWELVE MONTHS.**

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a Guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS ..... has / have at the request of the Contractor, agreed to give such Guarantee;

NOW THEREFORE WE ..... do hereby Guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and execution for the due and faithful performance by the Contractor of all the Terms and Conditions of the said Contract, subject to the following Conditions:

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this Guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This Guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any Guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This Guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this Guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the Guaranteed Sum of:  
 .....  
 .....Rand (in words);  
 R..... (in figures)

6. The Guarantor reserves the right to withdraw from this Guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as  
 .....  
 .....  
 .....  
 .....

IN WITNESS WHEREOF this Guarantee has been executed by us at .....  
on this ..... day of ..... 20 .....

Signature .....

Duly authorized to sign on behalf of .....

Address .....  
.....  
.....

As witnesses:

1 .....

2 .....

**C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993**

THIS AGREEMENT is made between **The Limpopo Economic Development Agency**

(hereinafter called the EMPLOYER of the one part, herein represented by:

.....  
in his capacity as: .....

AND: .....

(hereinafter called the CONTRACTOR) of the other part, herein represented by .....

.....  
in his capacity as: .....

duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an Agreement between the CONTRACTOR and the EMPLOYER in respect of

**CONTRACT No: LEDA/KKP/2025/26-2: TERM CONTRACT FOR THE DESIGN, CONSTRUCTION, REFURBISHMENT AND UPGRADE OF EXISTING BUILDING FACILITY AND INSTALLATION OF SWEET POTATO YOGHURT PROCESSING MACHINERY FOR KGAROSE KGAROS PTY LTD AT SESHEGO INDUSTRIAL FOR A PERIOD OF TWELVE MONTHS.**

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act No 181/1993 (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts Sole Liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the Contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at ..... for and on behalf of the CONTRACTOR  
on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

Thus signed at ..... for and on behalf of the EMPLOYER on this  
the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....