

**Bid Number: SAWS-444/25**

Appointment of a service provider for the replacement of perimeter fencing at Waterkloof, Pretoria

**Closing Date and Time:** 30 January 2026 @ 11:00

**Validity Period:** 90 days from closing date of bid

**COMPULSORY BRIEFING SESSION**

Date:	23 January 2026
Time:	10:00
Venue:	<p>Waterkloof Heights vacant land 225 Matroosberg Road, at the end of Matroosberg Road Waterkloof Heights Pretoria</p> <p><b>GPS Coordinates:</b> 25°47'58.4"S 28°15'17.7"E <b>Google Maps Plus Code:</b> 6723+5XM Pretoria</p> <p>(From N1 highway direction north take Garsfontein road offramp. At the offramp turn left into Garsfontein road. After approximately 270 meter turn left into Matroosberg road. Continue for approximately 1.4km until the end of Matroosberg road at the entrance gate leading to the vacant land.)</p>
Compulsory:	Yes

**THIS BID WILL CLOSE ELECTRONICALLY ON THE eTENDER PLATFORM WHICH MAKES PROVISION FOR THE ELECTRONIC SUBMISSION OF BIDS**

(<https://www.etenders.gov.za/>)

Bidders responding to this bid must ensure that they complete and submit all the documents issued with this bid together with the bidders' response i.e. any additional documentation before the closing time of this bid. Responses received after the closing time will NOT be considered.

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**ENQUIRIES:**

Any clarification required by a bidder regarding the meaning or interpretation of the document or any aspect concerning the submission is to be requested **in writing** from:

SCM: Acquisition Department South African Weather Service Email: <a href="mailto:bids@weathersa.co.za">bids@weathersa.co.za</a>
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Any enquiries relating to this bid must be submitted in writing not later than 5 days prior to the closing date of the bid.

## Contents

Invitation to Bid .....	Annexure A
General Conditions of Contract (GCC) .....	Annexure B
Bidder's Disclosure.....	Annexure C
Preference points claim form in terms of the Preferential Procurement Regulations 2022 ...	Annexure F
Pricing Schedule .....	Annexure G
Specifications / Terms of Reference .....	Annexure H
Bill of Quantity.....	Annexure H1
POPIA Supplier Notice and Consent form.....	Annexure i

## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SOUTH AFRICAN WEATHER SERVICE

### 1 SUPPLIER INFORMATION

The following section must be completed by the bidder. Failure to do so may result in the offer being rejected.

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:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS CLAIMED]</b>					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS</b> <b>/SERVICES /WORKS</b> <b>OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><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></p>			

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION

- 1.1 Bids must be delivered by the stipulated time. 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 (SCC).
- 1.4 **The successful bidder will be required to fill in and sign a written contract form (SBD7).**
- 1.5 Bidders are advised to initial all pages of their bid.
- 1.6 **Submission of bids**

**THIS BID WILL CLOSE ELECTRONICALLY ON THE eTENDER PLATFORM WHICH MAKES PROVISION FOR THE ELECTRONIC SUBMISSION OF BIDS (<https://www.etenders.gov.za/>)**

Bidders responding to this bid must ensure that they complete and submit all the documents issued with this bid together with the bidders' response i.e. any additional documentation before the closing time of this bid. Responses received after the closing time will NOT be considered.

#### **Returnable Documents:**

The following documents must be included:

- Invitation to Bid: Annexure A
- General Conditions of Contract: Annexure B
- Bidder's Disclosure: Annexure C
- Preference points claim form in terms of the Preferential Procurement Regulations: Annexure F
- Pricing Schedule and Financial Proposal: Annexure G
- Specifications / Terms of Reference, Annexure H, together with the bidder's response to Annexure H (Technical / Functional Proposal).
- Bill of Quantity: Annexure H1
- POPIA supplier consent form: Annexure i
- Any other documentation issued with the bid.

The South African Weather Service (SAWS) reserves the right to reject a bid should it not be submitted in the prescribed format.

- 1.7 The South African Weather Service (SAWS) is not bound to accept any of the offers submitted and reserves the right to:
  - 1.7.1 Reject bids that are not according to Specifications / Terms of Reference;
  - 1.7.2 Reject bids with incomplete standard bidding documents (SBD's);
  - 1.7.3 Request further information from any bidder after the closing date of the bid for clarity purposes;
  - 1.7.4 Conduct site inspection/s to verify the infrastructure of bidders before final selection and award;
  - 1.7.5 Not to award the bid if the bid price is not market related;
  - 1.7.6 Not to award the bid to a bidder whose tax matters have not been declared by the SARS to be in order;
  - 1.7.7 Reject a bid if the bidder has committed a proven corrupt or fraudulent act in competing for any contract;
  - 1.7.8 Award the bid in totality to one or partially to more than one bidder;
  - 1.7.9 Conduct reference / background checks on bidders and / or individuals to, among other things, verify information provided by a bidder, confirm a firm's existence and track record, identify its owners and affiliations or verify an individual's educational and professional credentials.
- 1.8 The South African Weather Service may, prior to award of the bid, cancel the bid if:
  - 1.8.1 Due to changed circumstances, there is no longer a need for the goods or services requested;
  - 1.8.2 Funds are no longer available to cover the total envisaged expenditure;
  - 1.8.3 No acceptable tenders are received;
  - 1.8.4 Due to material irregularities in the tender process.
- 1.9 Any effort or attempt by a bidder to influence the award decision in any matter may result in the rejection of the bid.
- 1.10 Costs incurred by the bidder in respect of attending any briefing / information / site visit / presentation will be borne by the bidder and the South African Weather Service will not be liable to reimburse such costs incurred by the bidder or his/her representative/s.
- 1.11 Cost incurred by the bidder in preparing and submission of any bid proposal will be borne by the bidder and the South African Weather Service will not be liable to reimburse such costs incurred by the bidder or his/her representative/s.
- 1.12 The South African Weather Service shall on receipt of any proposal relating to this bid become the owner thereof and shall not be obliged to return any proposal.
- 1.13 The bidders shall indemnify the South African Weather Service against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the South African Weather Service.
- 1.14 The South African Weather Service reserves the right to request a bidders latest audited financial statements prior to the award of the bid in order to ascertain financial stability of the bidder. Failure by a bidder to provide such information upon request may result in the rejection of the bid submitted

by the bidder.

- 1.15 Subcontracting: Tenderers or contractors must submit proof of subcontracting between the main tenderer and the subcontractor. Proof of subcontracting arrangement may include a subcontracting agreement between the main tenderer and the subcontractor.
- 1.16 The SAWS reserves the right to request final presentation only to the short listed bidders to the evaluation committee. The shortlisted service providers will be subjected to present their service offering in line with the bid requirements/scope of work. The SAWS might also conduct site visit to ensure the firm existence and validate the firm's proposed capacity/employees and administration office.
- 1.17 The service provider must have duly approved operational premises with the necessary infrastructure to provide services and relevant accreditation by the relevant body. Before the awarding of the tender a due diligence site visit will be carried out at the premises of the service provider.
- 1.18 Supplier Performance Management is viewed by the SAWS as critical component in ensuring value for money acquisition and good supplier relations between the SAWS and all its suppliers. The successful bidders shall upon receipt of written notification of an award, be required to conclude a SLA with the SAWS, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier's performance level and ensure effective delivery of service, quality and value-add to SAWS's business. Successful bidders are required to comply with the above condition, and also provide a scorecard on how their product / service offering is being measured to achieve the objectives of this condition.
- 1.19 The SAWS respects your privacy and acknowledge that your submission/s will contain personal details, which may belong to you, others and / or to your company (Personal Information). By sending us your submissions, you expressly give us consent to process and further process the Personal Information contained therein which processing will be done in accordance with POPIA, the SAWS POPIA policy and our standard section 18 informed consent documentation which sets out why we need the Personal Information, what we will do with it, and who we will share it with, which you are to familiarise yourself with by downloading it from our website i.e. [www.weathersa.co.za](http://www.weathersa.co.za)
- 1.20 Unless stated otherwise in this Bid or as mutually agreed upon by both parties prior to award of the Bid, all payments due to creditors for goods delivered / services rendered will be settled within thirty (30) days from receipt of an invoice.
- 1.21 In case of a Joint Venture, Consortium, Trust, or Partnership, a signed teaming agreement must be submitted.

## **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 the South African Revenue Service (SARS) to enable the South African Weather Service to verify the taxpayer's (Bidder's) profile and tax status.
- 2.3 Application for a 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 Tax Compliance Status (TCS) certificate together with the bid.
- 2.5 In bids where consortia / joint ventures / sub-contractors are involved **each** party must submit a separate TCS certificate / Pin / CSD number.
- 2.6 Where no TCS Pin is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
- 2.7 No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members persons in the service of the state.
- 2.8 Foreign suppliers with neither South African tax obligations nor history of doing business in South Africa must complete the questionnaire on page 2 and 3 of Annexure A. In instances where a recommendation for award of a bid will be made to a foreign bidder, the South African Weather Service will submit the bidders completed Annexure A bid document to the South African Revenue Service. The South African Revenue Service will then issue a confirmation of tax obligations letter to the South African Weather Service confirming whether or not the foreign entity has tax obligations in South Africa.

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

### PART C DECLARATION BY BIDDER

I, ..... in my capacity as  
..... hereby declare that I have read and understood the contents and conditions of this bid and certify that the information furnished is true and correct. I accept that, in addition to cancellation of a contract, action may be taken against me should the information provided prove to be false.

Signature: .....

Date: .....

# Annexure B

General Conditions of Contract

# THE NATIONAL TREASURY

Republic of South Africa



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## GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT  
GENERAL CONDITIONS OF CONTRACT  
July 2010

NOTES

The purpose of this document is to:

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

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

☐ The General Conditions of Contract will form part of all bid documents and may not be amended.

☐ Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

## TABLE OF CLAUSES

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

## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

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| 2. Application  | <p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>   |
| 3. General  | <p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>  |
| 4. Standards  | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>  |
| 5. Use of contract documents and information; inspection. | <p>5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p> |
| 6. Patent rights  | <p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>   |



7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## 9. Packing

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

## 10. Delivery and documents

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

## 11. Insurance

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

## 12. Transportation

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

## 13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### 14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### 15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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| 16. Payment                              | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>   |
| 17. Prices                               | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>  |
| 18. Contract amendments                  | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>   |
| 19. Assignment                           | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>   |
| 20. Subcontracts                         | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>   |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the</p> |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## 22. Penalties

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

## 23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

#### 24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force  
Majeure

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

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

26. Termination  
for insolvency

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

27. Settlement of  
Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of  
liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;  
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
32. Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>



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

# Annexure C

Bidder's Disclosure

## **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.

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>

<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.

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:

.....  
.....

### 3 DECLARATION

I, the undersigned, (name).....

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or

---

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

---

arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

# Annexure F

Preference Points Claim Form in terms of the  
Preferential Procurement Regulations 2022

## 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

The applicable preference point system for this tender is the 80/20 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender



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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level of Contributor		
Level 1	20	
Level 2	18	
Level 3	14	
Level 4	12	
Level 5	8	
Level 6	6	
Level 7	4	
Level 8	2	
Non-compliant contributor	0	

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
    - (a) disqualify the person from the tendering process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution, if deemed necessary.

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

# Annexure G

## Pricing Schedule for Services

SBD3.3

NAME OF BIDDER: .....

**1. PRICING SCHEDULE/S**

- 1.1 Item 1:** Appointment of a service provider for the replacement of perimeter fencing at Waterkloof, Pretoria as per requirement in Annexure H.

**All prices must be in South African rand value and must be inclusive of VAT.**

- 1.1.1 Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project.

R .....

- 1.1.2 Any other costs not included in the above price?

*YES	NO
------	----

\* If YES, please specify


Bidders are required to indicate the cost component/s used for determining the ceiling price as given in 1.1.1 above.

[illegible]

1.1.4 Period required for commencement of the project after acceptance of bid?

1.1.5 Are the rates quoted firm for the full period of the project?

☐ YES☐ \*NO

1.1.6 \*If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.


# Annexure H

## Specifications / Terms of Reference for bids



## Template: Specifications / Terms of Reference for bids – Annexure H



### 1 DESCRIPTION

This bid invites the service providers to assist SAWS with installation of ClearVu (or equivalent) fence with razor wires at the South African Weather Service Waterkloof land.

### 2 INTRODUCTION

The South African Weather Service (SAWS) is a public entity of the Department of Forestry, Fisheries and the Environment (DFFE) and derives its mandate from the South African Weather Service Act (No 8 of 2001 as amended). The public entity is listed as a Schedule 3A Public Entity in terms of the Public Finance Management Act (PFMA).

SAWS is tasked with providing timely and accurate scientific data in the field of meteorology to the broader South African society: a combination of both public good and commercial services. The organisation plays a vital role in South African public life, not just as a provider of key services, but also in empowering citizens to adapt the effects of the ever-changing weather.

### 3 BACKGROUND

The South African Weather Service owns 37-hectare property which currently fenced with old palisade fencing and for that effect SAWS request suitable service providers to assist SAWS with supply and installation of ClearVu (or equivalent) fence with razor wires to maximise security in and around the land, enhance appearance of the property and also to avoid any illegal occupation of the Land. The existing fence is old and damaged in some areas and a long-lasting fence will be required.

The fence perimeter measures up to 2343m (2,34km) and that is the area where the installation will be required.

The Waterkloof vacant Land is situated at Waterkloof Heights, 225 Matroosberg, at the end of Matroosberg Road.

### 4 REQUIREMENT / SCOPE OF WORK

#### 4.1 Technical / Functional requirements

- Removal of the existing palisade fence (Existing fence shall remain the property of SAWS and must be left at the Waterkloof site.)
- Prepare and clean the installation area/site before installation

## Template: Specifications / Terms of Reference for bids – Annexure H

- Supply and installation of ClearVu (or equivalent) fence
- The fencing must be black
- Supplier is also expected to provide all materials such as (posts, bolts and nuts, drills, measuring tapes, levels, shovels and safety gears)
- Supplier expected to mark the locations ensuring that the posts are evenly spaced according to the width of the fence panels
- Dig post holes, the depth could be at least third of the post height plus size inches for gravel and concrete for stability
- Sets post in the holes, use level to ensure they are straight, fill the holes with concrete and let it cure as per the manufacturer's instructions
- Prepare panels and attach panels to posts (all panels should be straight and must be tested for stability)
- The ClearVu (or equivalent) fencing must be precoated or be applied with a rust proof paint or sealant for longevity.
- Remove and installation debris to keep the area clean and safe
- The onus lies on service providers to verify the measurements of the perimeter fence, however the attached BOQ (Annexure H1) is used as a guide
- The fencing material must comply with the local building codes and regulations
- The supplier must also install concertina razor wire on top and at the bottom of the clear view fencing. Concertina razor wire on top of the fence must be installed in a "V" shape on top of the fence.
- The fence, including the razor wire on top of the fence, must sustain a height of at least 2 meter above ground level.
- Razor wire must also be installed to the outside perimeter of the fence at ground level.
- Razor wire specification: At least 450mm diameter concertina hot dipped galvanised wire, with core wire diameter between 2.5 and 3mm.
- All posts must be secured with concrete at least 300mm into the ground.
- A 2-year warrantee plan for service must be provided upon installation

### Example of fence



**Waterkloof site aerial view**



## 5 EVALUATION PROCESS

### 5.1 Administrative Compliance requirements

Bids received will be verified for completeness and correctness. SAWS reserves the right to accept or reject a bid based on the completeness and correctness of the documentation and information provided.

## Template: Specifications / Terms of Reference for bids – Annexure H

Bidders are to ensure that they submit the following documentation / information with their bid.

Document	Comments
Proof of registration on the Central Supplier Database (CSD) of National Treasury	Bidders must be registered on the CSD. CSD registration number must be provided.
Bid Invitation (Annexure A)	Completed and signed
SBD 3.3 for services (Pricing Schedule)	Completed
SBD 4 (Bidder's Declaration)	Completed and signed
SBD 6.1 (Preference Points Claim Form)	Completed and signed if points are claimed
SARS (South African Revenue Service) Tax Compliant	Bidders tax matters must be in order
BBBEE Certificate	Valid and compliant original B-BBEE and/or certified copies of Sworn Affidavit must be submitted for any points claimed
Annexure H1 – Bill of Quantity	Completed

### 5.2 Mandatory requirements

The following requirements which are mandatory must be complied with by the bidder. Please note that bidders will not be evaluated further if they do not provide evidence confirming compliance with any of the specified mandatory requirements.

	Mandatory requirements	Evidence to be submitted with bid
<b>1</b>	Compulsory briefing session  Bidders must attend the compulsory briefing session. (Refer to the cover page of the bid document for details regarding the compulsory briefing session.)	Bidders must ensure that they complete and sign the briefing session attendance register at the compulsory briefing session.
<b>2</b>	CIDB  For this bid bidders are required to have a CIDB (Construction Industry Development Board) grading of 5SQ or higher. <i>SAWS reserve the right to verify the CIDB grading of the bidder on CIDB.</i>	Bidder to submit evidence of CIDB Grading of 5SQ or higher.



## Template: Specifications / Terms of Reference for bids – Annexure H

<b>3</b>	Health and Safety plan Bidder to provide Health and Safety Plan <ul style="list-style-type: none"> <li>• Health and Safety Policy</li> <li>• Roles of responsibilities of Health and Safety Personnel</li> <li>• Overview of the project specific baseline risk assessment</li> <li>• Health and Safety Officer with 5 Years experience with construction health and safety certificate (SACPCMP affiliation).</li> </ul>	Bidder to submit Health and Safety Plan with the following evidence:  Policy, organizational structure, Baseline Risk Assessment, OHS Officer and CV and SACPCMP certificate.
<b>4</b>	COIDA Bidders must be in good standing with COIDA	A valid COIDA certificate will be required as evidence
<b>5</b>	UIF Registration with UIF	Bidder to provide letter of good standing from UIF not older than 12 months.

Bidders who comply with the mandatory requirements will be considered for further evaluation.

### 5.3 Functional evaluation

Functional evaluation of the bid will be done in terms of the criteria as stated in the table below. Bidders should take note of the Criterion, Weighting & Scoring when responding to this bid.

Criterion	Weight	Score
<b>Company years of experience</b>  Bidders to provide SAWS with company years of experience in installation of clearVu (equivalent) fencing indicated in the company profile or Bidder's letter indicating years of experience on company letterhead.	<b>20</b>	<b>0</b> = Company years of experience not provided <b>10</b> = Less than 3 years' experience <b>20</b> = 3 and more years' of experience
<b>Contactable reference</b>  Bidders to provide SAWS with contactable reference letters whom SAWS may contact to ascertain Fencing/similar work carried out with previous clients	<b>30</b>	<b>0</b> = No contactable reference provided/ provided but missing one of the requirements <b>10</b> = 1-2 Reference provided

## Template: Specifications / Terms of Reference for bids – Annexure H

<p>Contactable references shall include:</p> <ul style="list-style-type: none"> <li>- Name of the client</li> <li>- Be on client letterhead</li> <li>- Contact person with Email and Phone number</li> <li>- Must be signed by the client</li> <li>- Description of the project for the work undertaken</li> </ul> <p>SAWS reserves the right to verify references provided.</p>		<p><b>20</b> = 3-4 References provided</p> <p><b>30</b> = 5 or more References provided</p>
<p><b>Project plan</b></p> <p>Bidders must provide SAWS with project plan for the installation of the fence</p> <p>The project plan must have the following:</p> <ul style="list-style-type: none"> <li>• Timelines from (commencement and completion from the date of mutual agreement/an award)</li> <li>• Work plan (outline deliverables or project/task checklist)</li> <li>• Resource planning indicating the following: mechanical tools, human resource</li> </ul>	<b>50</b>	<p><b>0</b> = No project plan provided</p> <p><b>10</b> = Project plan provided addressing the requirements project to be completed within 6 and more Months</p> <p><b>30</b> = Project plan provided addressing all the requirements and project to be completed within 3-6 Months</p> <p><b>50</b> = Project plan provided addressing all the requirements and project to be completed within less than 3 Months</p>
<p><b>Total score</b></p> <p>The total score obtained by the bidder will be converted to a percentage (out of 100).</p>	<b>100</b>	

**Bidders who score 70% and more will qualify for further evaluation in terms of Price and Specific Goals.**

#### 5.4 PRICE AND SPECIFIC GOALS EVALUATION

Bidders who comply with the requirements of this bid will be evaluated according to the preference point scoring system as determined in the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000.

## Template: Specifications / Terms of Reference for bids – Annexure H



The following preference point systems are applicable to all bids:

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

The value of this bid is estimated NOT to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific Goals (Refer to Annexure F: Preference Points Claim Form).

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS (Refer to Annexure F: Preference Points Claim Form)	20
<b>Total points for Price and Specific Goals</b>	<b>100</b>

Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 (Act no 5 of 2000), the tender will be awarded to the tenderer scoring the highest points.

### 5.5 DUE DILIGENCE

The South African Weather Service reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits, reference checks and requests for additional information.

## 6 SPECIAL CONDITIONS OF CONTRACT

This bid and all contract emanating there from will be subject to the General Conditions of Contract (GCC) issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions are supplement to that of the General Conditions of Contract. Where, however the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of the Contract prevail.

### 6.1 Delivery and installation address

## Template: Specifications / Terms of Reference for bids – Annexure H



The successful bidder will be required to supply and install the ClearVu (or equivalent) fence at the address below.

South African Weather Service vacant land  
Situated at the end of Matroosberg Road (225 Matroosberg Road)  
Waterkloof Heights  
Pretoria



## Annexure H1 – Bill of Quantity

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# Annexure H 1

## Bill of Quantity

(To be completed and submitted by bidder)

Item No	Unit	Quantity	Rate	Amount
<b><u>SECTION 1</u></b>				
<b><u>SECTION NO. 1</u></b>				
<b><u>BILL NO. 1</u></b>				
<b><u>PRELIMINARIES</u></b>				
<b><u>BUILDING AGREEMENT AND PRELIMINARIES</u></b>				
<p>The <b>JBCC</b> Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described</p>				
<p>The <b>JBCC</b> Principal Building Agreement <b>contract data</b> form an integral part of this <b>agreement</b></p>				
<p>The <b>JBCC</b> General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the <b>JBCC</b> Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these <b>bills of quantities</b>, amended as hereinafter described</p>				
<p>The <b>contractor</b> is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause</p>				
<p>The clauses in the above mentioned documents are hereinafter referred to by clause number and heading only</p>				
<p>Where any item is not relevant to this <b>agreement</b> such item is marked N/A signifying "not applicable"</p>				
<p>Where standard clauses or alternatives are not entirely applicable to this <b>agreement</b> such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the above mentioned documents</p>				
Carried Forward			R	
Section No. 1 Preliminaries Bill No. 1 Preliminaries <b>225 Matroosberg Height Fence</b>				

Brought Forward

R

**PREAMBLES FOR TRADES**

The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these **bills of quantities** and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained

Supplementary preambles and/or specifications are incorporated in these **bills of quantities** to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles

The **contractor's** prices for all items throughout these **bills of quantities** shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications

**STRUCTURE OF THIS PRELIMINARIES BILL**

Section A : A recital of the headings of the individual clauses in the aforementioned **JBCC** Principal Building Agreement

Section B : A recital of the headings of the individual clauses in the aforementioned **JBCC** General Preliminaries

Section C : Any special clauses to meet the particular circumstances of the project

**PRICING OF PRELIMINARIES**

Should the **contractor** select Option A in the **contract data** for the adjustment of **preliminaries**, the amounts entered against the relevant items in these **preliminaries** are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)

**SECTION A: PRINCIPAL BUILDING AGREEMENT**

Carried Forward

R

Section No. 1

Preliminaries

Bill No. 1

Preliminaries

**225 Matroosberg Height Fence**

	<b>Brought Forward</b>		R
	<b><u>Interpretation (A1-A7)</u></b>		
1	<p>Clause 1.0 - Definitions and interpretation</p> <p><b>Pricing of bills of quantities</b></p> <p>The <b>contractor</b> is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this <b>agreement</b>. Value Added Tax (VAT) is to be separately stated on the summary page of these <b>bills of quantities</b></p> <p>Items left unpriced will be deemed to be covered in prices against other items throughout these <b>bills of quantities</b> and no claim for any extras arising out of the <b>contractor's</b> omission to price any item will be entertained</p> <p>Prices for all <b>construction equipment</b>, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary</p> <p><b>Abbreviated descriptions</b></p> <p>The items in these <b>bills of quantities</b> utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the <b>contractor</b> shall, before submission of his tender, call for a written directive from the <b>principal agent</b>, failing which it shall be assumed that the <b>contractor</b> has allowed in his pricing for materials and workmanship in terms of international best practice</p> <p><b>Legal status of contractor</b></p>		
	<b>Carried Forward</b>		R
	<p>Section No. 1 Preliminaries Bill No. 1 Preliminaries <b>225 Matroosberg Height Fence</b></p>		

	<b>Brought Forward</b>			R
	<p>If the <b>contractor</b> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:</p> <p>1. These persons are deemed to be jointly and severally liable to the <b>employer</b> for the performance of this <b>agreement</b></p> <p>2. These persons shall notify the <b>employer</b> of their leader who has assigned authority to bind the <b>contractor</b> and each of these persons</p> <p>3. The <b>contractor</b> shall not alter its composition or legal status without the prior written consent of the <b>employer</b></p> <p>F:..... V:..... T:.....</p>			
2	Clause 2.0 - <b>Law</b> , regulations and <b>notices</b>		Item	
	<p>F:..... V:..... T:.....</p>		Item	
3	Clause 3.0 - Offer and acceptance			
	<p>F:..... V:..... T:.....</p>		Item	
4	Clause 4.0 - Cession and assignment			
	<p>F:..... V:..... T:.....</p>		Item	
5	Clause 5.0 - Documents			
	<b>Value Added Tax</b>			
	<p>Provision is made in the summary page of these <b>bills of quantities</b> for the inclusion of Value Added Tax (VAT)</p> <p><b>Priced document as specification</b></p> <p>Clause 5.4 is deemed to be deleted</p>			
	<b>Carried Forward</b>			R
	<p>Section No. 1 Preliminaries Bill No. 1 Preliminaries <b>225 Matroosberg Height Fence</b></p>			

<div>Brought Forward</div> <div>The <b>principal agent</b> shall decide which portion of the <b>priced document</b> may be used as a specification of <b>materials and goods</b> or methods, if any</div> <div>Electronic issue of drawings</div> <div>All drawings for this project will be issued electronically and the <b>contractor</b> shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [5.6]</div> <div>F:..... V:..... T:.....</div>	Item	R	
<div>Carried Forward</div> <div>Section No. 1 Preliminaries Bill No. 1 Preliminaries 225 Matroosberg Height Fence</div>		R	

	Brought Forward		R
6	<p>Clause 6.0 - <b>Employer's agents</b></p> <p>6.1. Project Manager:</p> <p>SA Weather Service</p> <p>6.2. Agent Service: Architect</p> <p>SA Weather Service</p> <p>6.3. Agent Service: Quantity Surveyor</p> <p>Vumah Consulting QS</p> <p>6.4. Agent Service: Civil Engineer</p> <p>SA Weather Service</p> <p>6.5. Agent Service: Structural Engineer:</p> <p>SA Weather Service</p> <p>6.6. Agent Service: Electrical Engineer</p> <p>SA Weather Service</p> <p>6.7. Agent Service: Mechanical, Wet services and Fire Engineer</p> <p>SA Weather Service</p> <p>6.8. Agent Service: Health and Safety</p> <p>TBA</p> <p>6.9. Agent Service: Environmental Health</p> <p>TBA</p> <p><b>6.1 Delegated authority</b></p> <p>The authority of the <b>principal agent</b> to issue <b>contract instructions</b> [17.1] and perform duties for specific aspects of the <b>works</b> is delegated to <b>agents</b> as follows [6.2]. This does not preclude the <b>principal agent</b> from issuing such <b>contract instructions</b>:</p>		
	Carried Forward		R
	<p>Section No. 1 Preliminaries Bill No. 1 Preliminaries <b>225 Matroosberg Height Fence</b></p>		

<p style="text-align: right;"><b>Brought Forward</b></p> <p>6.2. Architect</p> <p>6.2.1 Duties [6.2] :</p> <p>The architect is responsible for the architectural design, functional design and quality inspection of the <b>works</b></p> <p>6.2.2 <b>Contract instructions</b> [6.2; 17.1] :</p> <p>6.2.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the <b>agreement</b> other than in the <b>JBCC</b> Principal Building Agreement</p> <p>6.2.2.2 Alteration to design, standards or quantity of the <b>works</b> provided that such <b>contract instructions</b> shall not substantially change the scope of the <b>works</b></p> <p>6.2.2.3 The <b>site</b> [13.0]</p> <p>6.2.2.4 Compliance with the <b>law</b>, regulations and bylaws [2.1]</p> <p>6.2.2.5 Provision and testing of samples of <b>materials and goods</b> and/or of finishes and assemblies of elements of the <b>works</b></p> <p>6.2.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]</p> <p>6.2.2.7 Removal or re-execution of work</p> <p>6.2.2.8 Removal or substitution of any <b>materials and goods</b></p> <p>6.2.2.9 Protection of the <b>works</b></p> <p>6.2.2.10 Making good physical loss and repairing damage to the <b>works</b> [23.2.2]</p> <p>6.2.2.11 Rectification of <b>defects</b> [21.2]</p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1 Preliminaries Bill No. 1 Preliminaries <b>225 Matroosberg Height Fence</b></p>	<p style="text-align: center;">R</p>
	<p style="text-align: center;">R</p>



<p style="text-align: right;"><b>Brought Forward</b></p> <p>6.2.2.12 A <b>list for practical completion</b> specifying outstanding or defective work to be rectified to achieve <b>practical completion</b>, a <b>list for completion</b> and a <b>list for final completion</b> specifying outstanding or defective work to be rectified to achieve <b>final completion</b></p> <p>6.2.2.13 Expenditure of <b>budgetary allowances, prime cost amounts</b> and <b>provisional sums</b></p> <p>6.2.2.14 Appointment of a <b>subcontractor</b> [14.0; 15.0]</p> <p>6.2.2.15 Work by <b>direct contractors</b> [16.0]</p> <p>6.2.2.16 On suspension or termination, protection of the <b>works</b>, removal of <b>construction equipment</b> and surplus <b>materials and goods</b> [29.0]</p> <p>6.3. <u>Quantity surveyor</u></p> <p>6.3.1 Duties [6.2] :</p> <p>The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the <b>works</b></p> <p>6.3.2 <b>Contract instructions</b> [6.2; 17.1] :</p> <p>6.4. <u>Civil engineer</u></p> <p>6.4.1 Duties [6.2] :</p> <p>The civil engineer is responsible for all aspects of civil and structural engineering design and quality inspection of the <b>works</b></p> <p>6.4.2 <b>Contract instructions</b> [6.2; 17.1] :</p> <p>6.4.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the <b>agreement</b> other than in the <b>JBCC</b> Principal Building Agreement</p> <p style="text-align: right;"><b>Carried Forward</b></p>	<p style="text-align: center;">R</p>
<p>Section No. 1 Preliminaries Bill No. 1 Preliminaries <b>225 Matroosberg Height Fence</b></p>	<p style="text-align: center;">R</p>

<p style="text-align: right;"><b>Brought Forward</b></p> <p>6.4.2.2 Alteration to design, standards or quantity of the <b>works</b> provided that such <b>contract instructions</b> shall not substantially change the scope of the <b>works</b></p> <p>6.4.2.3 The <b>site</b> [13.0]</p> <p>6.4.2.4 Compliance with the <b>law</b>, regulations and by laws [2.1]</p> <p>6.4.2.5 Provision and testing of samples of <b>materials and goods</b> and/or of finishes and assemblies of elements of the <b>works</b></p> <p>6.4.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]</p> <p>6.4.2.7 Removal or re-execution of work</p> <p>6.4.2.8 Removal or substitution of any <b>materials and goods</b></p> <p>6.4.2.9 Protection of the <b>works</b></p> <p>6.4.2.10 Making good physical loss and repairing damage to the <b>works</b> [23.2.2]</p> <p>6.4.2.11 Rectification of <b>defects</b> [21.2]</p> <p>6.4.2.12 A <b>list for practical completion</b> specifying outstanding or defective work to be rectified to achieve <b>practical completion</b>, a <b>list for completion</b> and a <b>list for final completion</b> specifying outstanding or defective work to be rectified to achieve <b>final completion</b></p> <p>6.4.2.13 Expenditure of <b>budgetary allowances, prime cost amounts</b> and <b>provisional sums</b></p> <p>6.5. <u>Structural engineer</u></p> <p>6.5.1 Duties [6.2] :</p> <p>The structural engineer is responsible for all aspects of civil and structural engineering design and quality inspection of the <b>works</b></p>			R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1 Preliminaries Bill No. 1 Preliminaries <b>225 Matroosberg Height Fence</b></p>			R	

Brought Forward	R
<p>6.5.2 <b>Contract instructions</b> [6.2; 17.1] :</p> <p>6.5.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the <b>agreement</b> other than in the <b>JBCC</b> Principal Building Agreement</p> <p>6.5.2.2 Alteration to design, standards or quantity of the <b>works</b> provided that such <b>contract instructions</b> shall not substantially change the scope of the <b>works</b></p> <p>6.5.2.3 The <b>site</b> [13.0]</p> <p>6.5.2.4 Compliance with the <b>law</b>, regulations and by laws [2.1]</p> <p>6.5.2.5 Provision and testing of samples of <b>materials and goods</b> and/or of finishes and assemblies of elements of the <b>works</b></p> <p>6.5.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]</p> <p>6.5.2.7 Removal or re-execution of work</p> <p>6.5.2.8 Removal or substitution of any <b>materials and goods</b></p> <p>6.5.2.9 Protection of the <b>works</b></p> <p>6.5.2.10 Making good physical loss and repairing damage to the <b>works</b> [23.2.2]</p> <p>6.5.2.11 Rectification of <b>defects</b> [21.2]</p> <p>6.5.2.12 A <b>list for practical completion</b> specifying outstanding or defective work to be rectified to achieve <b>practical completion</b>, a <b>list for completion</b> and a <b>list for final completion</b> specifying outstanding or defective work to be rectified to achieve <b>final completion</b></p> <p>6.5.2.13 Expenditure of <b>budgetary allowances</b>, <b>prime cost amounts</b> and <b>provisional sums</b></p>	
Carried Forward	R
<p>Section No. 1 Preliminaries Bill No. 1 Preliminaries <b>225 Matroosberg Height Fence</b></p>	

<p style="text-align: right;"><b>Brought Forward</b></p> <p>6.6. <u>Mechanical, wet services and fire engineer</u></p> <p>6.6.1 Duties [6.2] :</p> <p>The mechanical, wet services and fire engineer is responsible for all aspects of mechanical engineering design and quality inspection of the <b>works</b> and, where appointed by the <b>employer</b> for quantity surveying services in respect of the mechanical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions</p> <p>6.6.2 <b>Contract instructions</b> [6.2; 17.1] :</p> <p>6.6.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the <b>agreement</b> other than in the <b>JBCC</b> Principal Building Agreement</p> <p>6.6.2.2 Alteration to design, standards or quantity of the <b>works</b> provided that such <b>contract instructions</b> shall not substantially change the scope of the <b>works</b></p> <p>6.6.2.3 Compliance with the <b>law</b>, regulations and bylaws [2.1]</p> <p>6.6.2.4 Provision and testing of samples of <b>materials and goods</b> and/or of finishes and assemblies of elements of the <b>works</b></p> <p>6.6.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]</p> <p>6.6.2.6 Removal or re-execution of work</p> <p>6.6.2.7 Removal or substitution of any <b>materials and goods</b></p> <p>6.6.2.8 Protection of the <b>works</b></p> <p>6.6.2.9 Making good physical loss and repairing damage to the <b>works</b> [23.2.2]</p> <p>6.6.2.10 Rectification of <b>defects</b> [21.2]</p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1 Preliminaries Bill No. 1 Preliminaries <b>225 Matroosberg Height Fence</b></p>	<p style="text-align: center;">R</p>
	<p style="text-align: center;">R</p>

<p style="text-align: right;"><b>Brought Forward</b></p> <p>6.6.2.11 A <b>list for practical completion</b> specifying outstanding or defective work to be rectified to achieve <b>practical completion</b>, a <b>list for completion</b> and a <b>list for final completion</b> specifying outstanding or defective work to be rectified to achieve <b>final completion</b></p> <p>6.6.2.12 Expenditure of <b>budgetary allowances</b>, <b>prime cost amounts</b> and <b>provisional sums</b></p> <p>6.7. <u>Electrical engineer</u></p> <p>6.7.1 Duties [6.2] :</p> <p>The electrical engineer is responsible for all aspects of electrical engineering design and quality inspection of the <b>works</b> and, where appointed by the <b>employer</b> for quantity surveying services in respect of the electrical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions</p> <p>6.7.2 <b>Contract instructions</b> [6.2; 17.1] :</p> <p>6.7.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the <b>agreement</b> other than in the <b>JBCC</b> Principal Building Agreement</p> <p>6.7.2.2 Alteration to design, standards or quantity of the <b>works</b> provided that such <b>contract instructions</b> shall not substantially change the scope of the <b>works</b></p> <p>6.7.2.3 Compliance with the <b>law</b>, regulations and bylaws [2.1]</p> <p>6.7.2.4 Provision and testing of samples of <b>materials and goods</b> and/or of finishes and assemblies of elements of the <b>works</b></p> <p>6.7.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]</p> <p>6.7.2.6 Removal or re-execution of work</p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1 Preliminaries Bill No. 1 Preliminaries <b>225 Matroosberg Height Fence</b></p>	<p style="text-align: center;">R</p> <hr/> <p style="text-align: center;">R</p>
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<p style="text-align: right;"><b>Brought Forward</b></p> <p>6.7.2.7 Removal or substitution of any <b>materials and goods</b></p> <p>6.7.2.8 Protection of the <b>works</b></p> <p>6.7.2.9 Making good physical loss and repairing damage to the <b>works</b> [23.2.2]</p> <p>6.7.2.10 Rectification of <b>defects</b> [21.2]</p> <p>6.7.2.11 A <b>list for practical completion</b> specifying outstanding or defective work to be rectified to achieve <b>practical completion</b>, a <b>list for completion</b> and a <b>list for final completion</b> specifying outstanding or defective work to be rectified to achieve <b>final completion</b></p> <p>6.7.2.12 Expenditure of <b>budgetary allowances, prime cost amounts</b> and <b>provisional sums</b></p> <p>6.8. <u>Health and safety consultant</u></p> <p>6.8.1 Duties [6.2] :</p> <p>The health and safety consultant is responsible for all aspects of health and safety of the <b>works</b>. Without derogating from the generality thereof, the health and safety consultant will perform the following specific functions and duties in respect of the health and safety aspects of the <b>works</b>. He shall:</p> <p>6.8.1.1 Act as the <b>employer's agent</b> in terms of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended</p> <p>6.8.1.2 Prepare and update the health and safety specification for the <b>works</b></p> <p>6.8.1.3 Agree with the <b>contractor</b> the health and safety plan for the <b>works</b></p> <p>6.8.1.4 Carry out regular audits to ensure adherence to the safety plan and compliance with the act and regulations</p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1 Preliminaries Bill No. 1 Preliminaries <b>225 Matroosberg Height Fence</b></p>	<p style="text-align: center;">R</p>
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	<b>Brought Forward</b>			R
	6.8.1.5 Stop the execution of the <b>works</b> where the agreed specification or plan is not adhered to			
	6.9. <u>Environmental Health consultant</u>			
	6.9.1 Duties [6.2] :			
	The Environmental health consultant is responsible for all aspects of environmental health of the <b>works</b> . Without derogating from the generality thereof, the environmental health consultant will perform the following specific functions and duties in respect of the environment health aspects of the <b>works</b> and the construction site environmental plan			
	6.8.1.1 Act as the <b>employer's agent</b> in terms of the Construction Regulations issued in terms of the National Health Act, 2003			
	F:..... V:..... T:.....	Item		
7	Clause 7.0 - Design responsibility			
	F:..... V:..... T:.....	Item		
	<b><u>Insurances and securities (A8-A11)</u></b>			
8	Clause 8.0 - <b>Works</b> risk			
	F:..... V:..... T:.....	Item		
9	Clause 9.0 - Indemnities			
	F:..... V:..... T:.....	Item		
10	Clause 10.0 - Insurances			
	F:..... V:..... T:.....	Item		
11	Clause 11.0 - <b>Securities</b>			
	<b>Guarantee for payment</b>			
	<b>Carried Forward</b>			R
	Section No. 1 Preliminaries Bill No. 1 Preliminaries <b>225 Matroosberg Height Fence</b>			

	<div>Brought Forward</div> <div>The <b>employer</b> shall not provide to the <b>contractor</b> a <b>guarantee for payment</b> in the amount of N/A .....Rand (R N/A.....) [11.5.1]. The <b>contractor</b> shall consequently waive his lien or right of continuing possession of the <b>works</b> [11.10]</div> <div>Extension of waiver of lien</div> <div>The <b>contractor</b> shall ensure that a waiver of lien is included in all subcontracts and that the <b>works</b> executed on the <b>site</b> are kept free of all liens and other encumbrances at all times [11.10]</div> <div>F:..... V:..... T:.....</div> <div>Execution (A12 - A17)</div>			R
12	<div>Clause 12.0 - Obligations of the <b>parties</b></div> <div>Office accommodation</div> <div>The <b>contractor</b> shall provide, maintain and remove on <b>practical completion</b> air conditioned office accommodation with suitable tables and chairs for meetings to be held on the <b>site</b>. Such offices shall be kept clean and fit for use at all times [12.2.18]</div> <div>Notice board</div> <div>The <b>contractor</b> shall erect in a position approved by the <b>principal agent</b>, maintain and remove on <b>practical completion</b> a notice board recommended by the South African Institute of Architects and as approved by the <b>principal agent</b> listing the names and logos of the <b>employer</b>, the <b>contractor</b> and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the <b>principal agent</b> for such notice boards to be erected [12.2.18]</div> <div>Statutory and other notices</div>	Item		
	<div>Carried Forward</div> <div>Section No. 1 Preliminaries Bill No. 1 Preliminaries 225 Matroosberg Height Fence</div>			R



	<b>Brought Forward</b>			R
	<p>The <b>contractor</b> shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the <b>works</b> by the <b>contractor</b>. The <b>contractor</b> shall pay all deposits or fees in this regard</p> <p>It is, however, specifically recorded that the <b>employer</b> shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto</p> <p>F:..... V:..... T:.....</p>			
13	Clause 13.0 - Setting out		Item	
	<p>F:..... V:..... T:.....</p>		Item	
14	Clause 14.0 - Nominated <b>subcontractors</b>			
	<p>F:..... V:..... T:.....</p>		Item	
15	Clause 15.0 - Selected <b>subcontractors</b>			
	<p>F:..... V:..... T:.....</p>		Item	
16	Clause 16.0 - <b>Direct contractors</b>			
	<b>Attendance on direct contractors</b>			
	<p>In respect of <b>direct contractors</b> the <b>contractor</b> shall:</p> <p>1. Designate an area for the <b>direct contractor</b> to establish a temporary office and workshop and storage of equipment and materials</p> <p>2. Allow the use of personnel welfare facilities, where provided</p>			
	<b>Carried Forward</b>			R
	<p>Section No. 1 Preliminaries Bill No. 1 Preliminaries <b>225 Matroosberg Height Fence</b></p>			

	Brought Forward		R
	<p>3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation</p> <p>4. Permit the <b>direct contractor</b> to use erected scaffolding, hoisting facilities, etc provided by the <b>contractor</b>, in common with others having the like right, while it remains erected on the <b>site</b> [16.1]</p> <p>F:..... V:..... T:.....</p>	Item	
17	<p>Clause 17.0 - <b>Contract instructions</b></p> <p><b>Site instructions</b></p> <p>Instructions issued on <b>site</b> are to be recorded in a site instruction book which is to be supplied and maintained on <b>site</b> by the <b>contractor</b></p> <p>F:..... V:..... T:.....</p> <p><b><u>Completion (A18 - A24)</u></b></p>	Item	
18	Clause 18.0 - Interim completion	N/A	
19	<p>Clause 19.0 - <b>Practical completion</b></p> <p>F:..... V:..... T:.....</p>	Item	
20	<p>Clause 20.0 - Completion in <b>sections</b></p> <p>F:..... V:..... T:.....</p>	Item	
21	<p>Clause 21.0 - <b>Defects</b> liability period and <b>final completion</b></p> <p>F:..... V:..... T:.....</p>	Item	
	Carried Forward		R
	<p>Section No. 1 Preliminaries Bill No. 1 Preliminaries <b>225 Matroosberg Height Fence</b></p>		

	Brought Forward			R	
22	Clause 22.0 - <b>Latent defects</b> liability period  F:..... V:..... T:.....	Item			
23	Clause 23.0 - Revision of the date for <b>practical completion</b>  <b>Substitution of materials and goods</b>  The removal or substitution of any <b>materials and goods</b> which do not conform to the specification or the <b>contract drawings</b> shall not constitute grounds for the extension of the <b>construction period</b> nor for the adjustment of the <b>contract value</b> [17.1.8; 23.1 & 2]  F:..... V:..... T:.....	Item			
24	Clause 24.0 - <b>Penalty</b> for late or non-completion  F:..... V:..... T:.....	Item			
	<b>Payment (A25 - A27)</b>				
25	Clause 25.0 - Payment  <b>Prices submitted</b>  Where prices are submitted by the <b>contractor</b> or <b>subcontractor</b> during the progress of the <b>works</b> in respect of <b>contract instructions</b> or in regard to a claim under the terms of this <b>agreement</b> and notwithstanding the fact that such prices may be used in an interim <b>payment certificate</b> , there is to be no presumption of acceptance. Should the <b>principal agent</b> wish to accept any such prices prior to the issue of the <b>certificate of final completion</b> , it shall be in writing  F:..... V:..... T:.....	Item			
26	Clause 26.0 - Adjustment of the <b>contract value</b> and <b>final account</b>				
	Carried Forward			R	
	Section No. 1 Preliminaries Bill No. 1 Preliminaries <b>225 Matroosberg Height Fence</b>				

-19-

	Brought Forward			R
	<b><u>Dispute resolution (A30)</u></b>			
30	Clause 30.0 - Dispute resolution  F:..... V:..... T:.....	Item		
31	<b><u>Agreement</u></b>  The required information of the <b>parties</b> and the amount of the <b>contract sum</b> shall be inserted in the <b>agreement</b> for signature of the <b>agreement</b> by the <b>parties</b>  F:..... V:..... T:.....	Item		
32	<b><u>Contract data</u></b>  <b>Tenderer's selections</b>  Before submission of his tender the <b>contractor</b> is to complete the tenderer's selections in the <b>contract data</b>  F:..... V:..... T:.....	Item		
	<b><u>SECTION B: GENERAL PRELIMINARIES</u></b>			
	<b><u>Definitions and interpretation (B1)</u></b>			
33	Clause 1.1 - Definitions  F:..... V:..... T:.....	Item		
34	Clause 1.2 - Interpretation  F:..... V:..... T:.....	Item		
	<b><u>Documents (B2)</u></b>			
35	Clause 2.1 - Checking of documents  F:..... V:..... T:.....	Item		
	Carried Forward			R
	Section No. 1 Preliminaries Bill No. 1 Preliminaries <b>225 Matroosberg Height Fence</b>			

	Brought Forward			R
36	Clause 2.2 - Provisional <b>bills of quantities</b>  <b>Multiple procurement</b>  These <b>bills of quantities</b> are in multiple procurement format ie the "wet trades" - earthworks, concrete, formwork and reinforcement, precast concrete, masonry, waterproofing and sub-surface drainage - are provisionally measured and the subsequent trades are <b>budgetary allowances</b> and/or <b>provisional sums</b>  F:..... V:..... T:.....	Item		
37	Clause 2.3 - Availability of <b>construction information</b>  F:..... V:.....  T:.....	Item		
38	Clause 2.4 - Ordering of <b>materials and goods</b>  F:..... V:..... T:.....  <u><b>Previous work and adjoining properties (B3)</b></u>	Item		
39	Clause 3.1 - Previous work - dimensional accuracy  F:..... V:..... T:.....	Item		
40	Clause 3.2 - Previous work - <b>defects</b>  F:..... V:..... T:.....	Item		
41	Clause 3.3 - Inspection of adjoining properties  F:..... V:..... T:.....	Item		
	Carried Forward			R
	Section No. 1 Preliminaries Bill No. 1 Preliminaries <b>225 Matroosberg Height Fence</b>			

	Brought Forward			R
	<b><u>The site (B4)</u></b>			
42	Clause 4.1 - Handover of <b>site</b> in stages F:..... V:..... T:.....	Item		
43	Clause 4.2 - Enclosure of the <b>works</b>	Item		
44	Clause 4.3 - Geotechnical and other investigations F:..... V:..... T:.....	Item		
45	Clause 4.4 - Encroachments F:..... V:..... T:.....	Item		
46	Clause 4.5 - Existing premises occupied F:..... V:..... T:.....	Item		
47	Clause 4.6 - Services - known F:..... V:..... T:.....	Item		
	<b><u>Management of contract (B5)</u></b>			
48	Clause 5.1 - Management of the <b>works</b> F:..... V:..... T:.....	Item		
49	Clause 5.2 - Progress meetings F:..... V:..... T:.....	Item		
50	Clause 5.3 - Technical meetings F:..... V:..... T:.....	Item		
	Carried Forward			R
	Section No. 1 Preliminaries Bill No. 1 Preliminaries <b>225 Matroosberg Height Fence</b>			

	Brought Forward			R
	<b><u>Samples, shop drawings and manufacturer's instructions (B6)</u></b>			
51	Clause 6.1 - Samples of materials F:..... V:..... T:.....	Item		
52	Clause 6.2 - Workmanship samples F:..... V:..... T:.....	Item		
53	Clause 6.3 - Shop drawings F:..... V:..... T:.....	Item		
54	Clause 6.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....	Item		
	<b><u>Deposits and fees (B7)</u></b>			
55	Clause 7.1 - Deposits and fees F:..... V:..... T:.....	Item		
	<b><u>Temporary services (B8)</u></b>			
56	Clause 8.1 - Water F:..... V:..... T:.....	Item		
57	Clause 8.2 - Electricity F:..... V:..... T:.....	Item		
58	Clause 8.3 - Ablution and welfare facilities F:..... V:..... T:.....	Item		
	Carried Forward			R
	Section No. 1 Preliminaries Bill No. 1 Preliminaries 225 Matroosberg Height Fence			



-24-

	<b>Brought Forward</b>			R
66	Clause 11.4 - Notice before covering work  F:..... V:..... T:.....	Item		
67	Clause 11.5 - Disturbance  <b>Disturbance</b>  All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the <b>construction period</b> or <b>contract value</b> whatsoever  F:..... V:..... T:.....	Item		
68	Clause 11.6 - Environmental disturbance  <b>Controlling all forms of pollution</b>  The <b>contractor</b> shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the <b>site</b> during the <b>construction period</b> due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc  The <b>contractor</b> is to ensure that all roads which border the <b>site</b> and are used by the <b>contractor</b> during the execution of the <b>works</b> are kept clean and free of any dirt or debris caused by the execution of the <b>works</b>  <b>Environmental management plan</b>  The <b>employer</b> has prepared an environmental management plan (EMP) (refer to Annexure D-2 for a copy of the relevant plan). The <b>contractor</b> shall price opposite this item for compliance with all the requirements of such EMP  F:..... V:..... T:.....	Item		
	<b>Carried Forward</b>			R
	Section No. 1 Preliminaries Bill No. 1 Preliminaries <b>225 Matroosberg Height Fence</b>			

	Brought Forward			R
69	Clause 11.7 - <b>Works</b> cleaning and clearing  F:..... V:..... T:.....	Item		
70	Clause 11.8 - Vermin  F:..... V:..... T:.....	Item		
71	Clause 11.9 - Overhand work  F:..... V:..... T:.....	Item		
72	Clause 11.10 - Tenant installations  F:..... V:..... T:.....	Item		
73	Clause 11.11 - Advertising  F:..... V:..... T:.....	Item		
	<b>SECTION C: SPECIFIC PRELIMINARIES</b>			
74	Warranties for materials and workmanship  Where warranties for materials and/or workmanship are called for, the <b>contractor</b> shall obtain a written warranty, addressed to the <b>employer</b> , from the entity supplying the materials and/or executing the work and shall deliver same to the <b>principal agent</b> on <b>final completion</b> of the contract  The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of <b>practical completion</b> and that any <b>defects</b> that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written <b>notice</b> to do so			
	Carried Forward			R
	Section No. 1 Preliminaries Bill No. 1 Preliminaries <b>225 Matroosberg Height Fence</b>			

	<b>Brought Forward</b>			R	
	<p>The warranty will not be enforced if the work is damaged by <b>defects</b> in the execution of the <b>works</b>, in which case the responsibility for replacement shall rest entirely with the <b>contractor</b></p> <p>F:..... V:..... T:.....</p>	Item			
75	<p>Overtime</p> <p>Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the <b>contractor</b> unless the <b>principal agent</b> has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the <b>employer</b></p> <p>F:..... V:.....T:.....</p>	Item			
76	<p>Cooperation of the <b>contractor</b> for cost management</p> <p>It is specifically agreed that the <b>contractor</b> accepts the obligation of assisting the <b>principal agent</b> in implementing proper cost management. The <b>contractor</b> will be advised by the <b>principal agent</b> of all cost management procedures which will be implemented to ensure that the <b>contract value</b> does not exceed the budget</p> <p>F:..... V:.....T:.....</p>	Item			
77	<p>Overloading</p> <p>The <b>contractor</b> shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the <b>works</b> or temporary works eg scaffolding, etc. The <b>contractor</b> shall submit details of his proposed loading, storage, plant erection, etc to the <b>principal agent</b> for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the <b>principal agent's</b> requirements in connection with the provision of temporary support work, etc. Any damage caused to the <b>works</b> by overloading shall be made good by the <b>contractor</b> at his sole expense</p> <p>F:..... V:.....T:.....</p>	Item			
	<b>Carried Forward</b>			R	
	<p>Section No. 1 Preliminaries Bill No. 1 Preliminaries <b>225 Matroosberg Height Fence</b></p>				

	Brought Forward			R
78	<p>Propping of floors below</p> <p>The <b>contractor</b> is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of <b>materials and goods</b> and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the <b>principal agent</b> and the cost thereof shall be borne by the <b>contractor</b></p> <p>F:..... V:..... T:.....</p>	Item		
79	<p>Testing of flat roof waterproofing for watertightness</p> <p>Flat roof waterproof areas shall be flooded and kept "ponded" for at least forty eight (48) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing</p> <p>F:..... V:..... T:.....</p>	Item		
80	<p>Health and safety</p> <p>The <b>contractor</b> shall:</p> <ol style="list-style-type: none"> <li>1. Comply with the health and safety specification for the <b>works</b></li> <li>2. Prepare and agree with the health and safety consultant the health and safety plan for the <b>works</b></li> <li>3. Cooperate with the health and safety consultant in all respects</li> <li>4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification</li> <li>5. Conform to the conditions contained in the <b>employer's</b> health and safety specification</li> </ol> <p>F:..... V:..... T:.....</p>	Item		
	Carried Forward			R
	<p>Section No. 1 Preliminaries Bill No. 1 Preliminaries <b>225 Matroosberg Height Fence</b></p>			

	Brought Forward		R
81	Green star building certification  F:..... V:.....T:.....	Item	
82	Broad based black economic empowerment (BBBEE)  Tenders submitted will be evaluated taking into account their empowerment rating  The <b>employer</b> will be monitoring the broad based black economic empowerment (BBBEE) status of the <b>contractor</b> throughout the execution of the <b>works</b>  The <b>contractor</b> is to submit to the <b>principal agent</b> on an annual basis a schedule of spend, split into vendors engaged as <b>subcontractors</b> and suppliers indicating their BBBEE rating including proof of the said rating  F:..... V:.....T:.....	Item	
83	Advertising rights  The <b>employer</b> may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The <b>contractor</b> shall not prevent such an arrangement and will assist in the facilitation of same. The position and type of advertising structure to be agreed with the <b>principal agent</b> so as not to hinder the <b>contractor</b> in meeting his obligations under this <b>agreement</b>  F:..... V:.....T:.....	Item	
84	Confidentiality  The <b>contractor</b> undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all <b>subcontractors</b> and suppliers. Such information shall not be used in any way except in connection with the execution of the <b>works</b>  No information regarding this project shall be published or disclosed without the prior written consent of the <b>employer</b>  F:..... V:.....T:.....	Item	
	Carried Forward		R
	Section No. 1 Preliminaries Bill No. 1 Preliminaries <b>225 Matroosberg Height Fence</b>		

	Brought Forward		R	
85	<p>Media releases</p> <p>All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the <b>employer</b></p> <p>The <b>contractor</b> together with his <b>subcontractors</b> shall not, without the prior written consent of the <b>employer</b>, cause any statement or advertisement connected with this project to be printed, screened or aired by the media</p> <p>F:..... V:..... T:.....</p> <p>Allow provision for signage on the contractor's crane for the developers logo</p>	Item		
86	<p>F:..... V:.....</p> <p>T:.....</p> <p><b><u>SUMMARY OF CATEGORIES</u></b></p>	Item		
87	<p>Category : Fixed R.....</p> <p>Category : Value R.....</p> <p>Category : Time R.....</p>	Item		
88	<p>Occupational Health and Safety Specification</p> <p>F:.....</p> <p>V:..... T:.....</p> <p>Any Principal Contractor entering into a contract with The Developer must achieve an acceptable level of Occupational Health and Safety performance. Refer to "Project Specification" and "Safety, Health and Environmental Evaluation Questionnaire" The contractor to comply with all provisions of the above and to be enforced on all selected and or other sub-contractors, as no claim afterwards will be entertained</p>	Item		
	Carried Forward		R	
	<p>Section No. 1 Preliminaries Bill No. 1 Preliminaries <b>225 Matroosberg Height Fence</b></p>			

	Brought Forward			R
89	<p>Obligatory Sub-contracting and Training</p> <p>F:..... V:.....T:.....</p> <p>The Principal Agent shall call for tenders for Sub-Contractors. The Department of Public Works data base of registered Contractors shall be used where possible.</p> <p>The Principal Agent and the Contractor shall provide for sections of the proposed tender to be subcontracted to a Domestic Sub-Contractor. The Principal Agent and the Contractor shall at all times make sure that the work complies with the relevant specifications, standards and norms as contained in this tender.</p> <p>The Principal Agent and the Contractor shall provide for the necessary skills transfer and assistance to complete the subcontracted section of the works.</p> <p>The Principal Agent and the Contractor shall provide the necessary documentation to the Domestic Sub Contractor for upgrading of the rating by CIDB.</p> <p>BEE Sub-Contractors must be 100% black owned and be locally based</p>	Item		
	Carried to Final Summary			R
	<p>Section No. 1 Preliminaries Bill No. 1 Preliminaries 225 Matroosberg Height Fence</p>			



Item No		Unit	Quantity	Rate	Amount
	<b><u>SECTION 2</u></b>				
	<b><u>BILL NO. 1</u></b>				
	<b><u>DEMOLITIONS (PROVISIONAL)</u></b>				
	<b><u>Note:</u></b>				
1	The tenderer shall visit the site after carefully studying the drawings, and make himself thoroughly acquainted with the nature and extent of the work to be done and the value of any materials to become the property of the contractor. No claim for extras arising from his failure to do so will be entertained.		Item		
2	The contractor will likewise be required to comply with the municipality's traffic requirements and the municipal traffic by-laws in regard to the periods during which he may cart away or do any loading or off loading of materials.		Item		
3	In taking down and removing existing work, the utmost care is to be taken to avoid any structural or other damage to the remaining portions of the building. Supply and erect suitable and substantial shoring, needling, strutting, barricading, etc., that may be necessary whilst carrying out any portion of the alterations to ensure the stability of the premises during alterations, all to the satisfaction of the architect, and remove when directed. The contractor must also protect all work not removed such as walls, floors, doors, windows, joinery, loose and fixed fittings, electrical appliances, etc., from damage during the progress of the work and provide all necessary materials for so doing.		Item		
4	The contractor is to carry out the demolition at all times in such a way as will least inconvenience the adjoining building and the general public. If any work to be demolished is against or connected to adjoining floor area, he shall disconnect and demolish in such a manner as to leave adjoining area intact and undamaged.		Item		
	<b>Carried Forward</b>			R	
	Section No. 2 Building works Bill No. 1 Demolition <b>225 Matroosberg Height Fence</b>				

Brought Forward			R
5	The contractor shall provide, erect, maintain and afterwards remove all hoists, tarpaulins, fans, weatherproofing and dustproof screens and drop sheets or other methods of protection and provide any drains, trenches, etc., as directed or as may be necessary or as may be required by the authorities to properly -protect from damage to the works, materials and property whether of the employer, other owners or the general public, and secure the safety and freedom from injury of all persons. The contractor shall provide similar protection to protect the inside of existing structures during the progress of the work, taking particular care when existing roofs are altered. Any damage caused by storms, surface water or water from other causes or by inclement weather or by other causes shall be made good at the contractors expense.	Item	
6	The contractor is to allow for watering the works with a jet or spray from a hose, sufficient to prevent any nuisance from dust.	Item	
7	The contractor shall provide and erect all casings and protection for and cover up all existing fittings, doors, windows, joinery work, walls, floors, etc., not disturbed during the alterations and clear away and make good on completion.	Item	
8	The contractor shall provide, erect and remove when directed all casings temporary roof coverings, tarpaulins, dust covers and weatherproof screens and barriers that may be necessary as protection against inclement weather or other damage to the architect's satisfaction.	Item	
9	The contractor shall provide, erect and remove when directed all incidental shoring, needling, strutting, etc., that may be necessary while carrying out any portion of the works to ensure stability of the premises with suitable and substantial timber and other materials. Prices for all items of demolition to form openings shall include for the provision of such support.	Item	
Carried Forward			R
Section No. 2 Building works Bill No. 1 Demolition <b>225 Matroosberg Height Fence</b>			

	Brought Forward			R
10	Allow for the giving of notice to the proper authorities to disconnect the existing water supply, drain pipes, fire mains or other piping that may be encountered and for sealing pipes as required during the course of the demolitions, all to the satisfaction of the architect to whom due notice is to be given of all alterations to existing services. Pay all fees and costs in connection therewith. Allow for temporary work so that services to existing premises are maintained.	Item		
11	The contractor shall allow for liaison, co-ordinating, working with, programming and sequencing work to suit the programmes of the other direct contractors on site.	Item		
<b>DEMOLITION AND ALTERATION WORK</b>				
<b>REMOVAL OF EXISTING WORK</b>				
<b>Breaking down and remove existing building</b>				
12	Safely breakdown and set aside securely on site all existing steel palisade fence, poles and existing gates to be later used by the Client, at 1,5m high including existing gates and carting away rubble off site	m	1,354	
<b>Carried to Sectional Summary</b>				
Section No. 2 Building works Bill No. 1 Demolition <b>225 Matroosberg Height Fence</b>				R

Item No	Unit	Quantity	Rate	Amount
<b><u>SECTION NO. 2</u></b>				
<b><u>BILL NO. 2</u></b>				
<b><u>EARTHWORKS (PROVISIONAL)</u></b>				
<u>Note:</u>				
1. Unless otherwise stated all the items in this bill shall be deemed to fall into Work Group No. 104 for Haylett Formula purposes.				
2. The Tenderer is referred to the relevant Clause in the separate document "Model Preambles for Trades" (2008 Edition) and to the Supplementary Preambles which are incorporated hereunder.				
3. The foundations have measured to the top of the surface bed. Foundations depths shall be confirmed on site. All excavations shall not be covered prior to the approval and recording of the depths by the Engineer.				
<u>Nature of ground</u>				
Use "assumed to be" if no trial holes, soils investigations, etc have been carried out - discuss with engineer. Use "Trial holes indicate that" where the ground has been investigated by means of trial holes.				
A soils investigation has been carried out on site by the engineer and the report is available at their offices for scrutiny. Descriptions of excavations shall be deemed to include all ground conditions classifiable as "earth" described in the above report and where conditions of a more difficult character are indicated these are separately measured				
<u>Carting away of excavated material</u>				
Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site.				
<b>Carried Forward</b>			R	
Section No. 2 Building works Bill No. 2 Earthworks <b>225 Matroosberg Height Fence</b>				

-36-

-37-

-38-

Item No		Unit	Quantity	Rate	Amount
	<b><u>SECTION NO. 2</u></b>				
	<b><u>BILL NO. 4</u></b>				
	<b><u>METALWORK</u></b>				
	<b><u>STANDARD PREAMBLES</u></b>				
	The contractor is referred to the Model Preambles for Trades (2008 edition) as issued the Association of South African Quantity Surveyors before pricing this bill				
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>				
	<u>Descriptions</u>				
	Descriptions of bolts shall be deemed to include nuts and washers.				
	Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete.				
	Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described.				
	<b><u>FENCING</u></b>				
	<b><u>"ClearVu" or other approved fencing</u></b>				
1	2800mm High fencing in 3305mm panels, each panel having approved side, top and toe flanges including 76.2mm 12.7mm apertures and 4mm/4mm wire diameter, 4 x 50mm deep V horizontal recessed reinforcing bands and clamps bolted to 150mm x 75mm x 150mm taper post 3.0m in length, each post covered with cap and cast 600mm deep into 300 x 300 x 650mm reinforced concrete base measured elsewhere including necessary excavations, cart away, etc. all in accordance with the manufacturer's instructions	m	2,343		
2	Extra over the Clearvu fence for coiled razor wire on top and bottom of the fence to receive electric fence at the top	m	4,686		
	<b>Carried Forward</b>			R	
	Section No. 2 Building works Bill No. 4 Metal Works <b>225 Matroosberg Height Fence</b>				



Brought Forward			R
<b><u>Gates</u></b>			
3	1200 x 2800mm high Single swing pedestrian gate, Frame out of square tube 76mm x 76mm, square posts out of welded tube with cap, and fixation strips for the fixation of the fencing panels to the gate posts by means of special clamps, complete with hinges and lock system	No	2
4	6000 x 2800mm high Sliding gate, Frame out of square tube 80 x 60 mm, square posts out of welded tube with cap, and fixation strips for the fixation of the fencing panels to the gate posts by means of special clamps, complete with hinges and lock system	No	1
Carried to Sectional Summary			R
Section No. 2 Building works Bill No. 4 Metal Works 225 Matroosberg Height Fence			

**Carried to Final Summary**

Section No. 2  
Building works  
**225 Matroosberg Height Fence**

**Carried to Form of Tender**  
**225 Matroosberg Height Fence**

# Annexure I

POPIA : Supplier Notice and Consent Form

**POPIA: SUPPLIER NOTICE AND CONSENT FORM**

I confirm that I am duly authorised to sign this consent form.

Name (Print) .....

Capacity .....

Signature .....

Name of Firm .....

Date .....

(Hereinafter referred to as “the **Data Subject** “)

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A company/organization duly incorporated under the laws of Republic of South Africa, having its  
main place of business

At ....., with

registration number:.....

## POPIA: SUPPLIER NOTICE AND CONSENT FORM

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### Preparatory Statement

Whereas the “**Data Subject**” is in agreement with the contents of this Notice and Consent Form and grants SAWS permission to process certain confidential/personal information, for purposes of

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whereas the “**Data Subject**” is considering making an offer (the “**Offer**”) to SAWS on a solicited Bid/Tender/RFQ/RFP/RFI, subject to conducting due diligence, as a result of which certain confidential/personal information of the Data Subject may be disclosed to SAWS.

The Data Subject hereby gives consent to the following:

### 1. Purposes

SAWS will process, including collect, your personal information (as set out in point 2 below) for the following purposes:

- a) strategic sourcing;
- b) procurement;
- c) contract management;
- d) supplier management;
- e) invoice management;
- f) payments;
- g) debt recovery;
- h) fraud prevention; and
- i) supplier discovery.

The provision of personal information is voluntary. However, if you do not provide your personal information, we may not be able to perform the above-mentioned purpose/s.

### 2. Legal basis for the processing

We process your personal information on the basis that (i) processing information is necessary for pursuing our legitimate interests (according to section 11(1) of the Protection of Personal Information Act, No. 4 of 2013 (“POPIA”)), which lies in achieving the purposes as set out in point 1 above, (ii) processing is necessary to carry out actions for the conclusion or performance of “supply chain management functions” for which you are party (according to section 11(1)(b) of POPIA), or (iii) processing complies with an obligation imposed by law on us (according to section 11(1)(c) of POPIA).

We process the following personal information (for specific natural or juristic person and can be used to identify you or that person):

## **POPIA: SUPPLIER NOTICE AND CONSENT FORM**

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- a) Master data
  - Name
  - Addresses
  - Contact numbers
  - Email address
  - Other contact details of the supplier
  - Supplier primary contact person's name and contact information
  - Job position and role / qualifications
  - Partner roles of the suppliers needed for invoicing and ordering
  - Identification / company registration number
  - BBBEE status
  - Central Supplier Database number
- b) Accounting and payment information
  - VAT & Income tax numbers
  - Tax clearance pin
  - Bank details
  - Bank account type and number
  - Name of the account holder
  - Attachment of confirmation documents
  - Terms of payment
  - Accounting correspondence
- c) Supplier classification
  - Category
  - Vendor portfolio
  - Product categories
  - Main product category
  - Additional product categories
  - Vendor category.
- d) Declared conflict or potential conflict of interest
- e) Information on goods and/or services offered by supplier
  - quantity and quality of offered goods and/or services
  - other commercial terms of the offer
- f) Contract information
  - commercial terms of the contract
  - legal terms of the contract
  - any other contractual documentation
  - information about contract performance and instances of non-performance

**POPIA: SUPPLIER NOTICE AND CONSENT FORM**

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**3. Retention periods**

Your personal information will only be kept for as long as we reasonably consider necessary for achieving the purposes set out in point 1 above and as is permissible under applicable laws. We will, in any case, retain your personal information for as long as there are statutory retention obligations or potential legal claims are not yet time barred.

**4. Law enforcement**

We may disclose personal information if required:

- by a subpoena or court order;
- to comply with any law;
- to protect the safety of any individual or the public; and
- to prevent violation of our supplier relation terms.

**5. Regulators**

We may disclose your personal information as required by law or governmental audit.

**6. Sharing**

We may share your personal information with:

- other divisions or public entities within the South African Government as the South African Weather Service (SAWS) is a Section 3(a) public entity under the Ministry of Environmental Affairs and is governed by a Board, so as to provide joint content and services like registration, for transactions and customer support, to help detect and prevent potentially illegal acts and violations of our policies, and to guide decisions about our products, services;
- an affiliate, in which case we will seek to require the affiliates to honor this privacy notice;
- our goods or services providers under contract who help provide certain goods or services or help with parts of our business operations, including fraud prevention, bill collection, marketing, technology services (our contracts dictate that these goods or services providers only use your information in connection with the goods or services they supply or services they perform for the SAWS and not for their own benefit);
- credit bureaus to report account information, as permitted by law;
- banking partners as required by credit card association rules for inclusion on their list of terminated merchants (in the event that you utilize the services to receive payments and you meet their criteria); and
- other third parties who provide us with relevant services, where appropriate.

**7. Suppliers rights**

Under applicable law, you have, among others, the rights (under the conditions set out in applicable law):

- (i) to check whether and what kind of personal data we hold about you and to request access to and the right to rectify the information collected
- (ii) in certain circumstances, to object to the processing of personal information, in the prescribed manner, on reasonable grounds relating to your particular situation, unless legislation provides for such processing or to object for the purposes of direct marketing; or



**POPIA: SUPPLIER NOTICE AND CONSENT FORM**

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- (iii) to lodge a complaint with the Information Regulator if they believe that their personal information was not used to the intended purpose. The address of the Information Regulator is Woodmead North Office Park, 54 Maxwell Drive, Woodmead, Johannesburg, 2191.
- (iv) Supplier may withdraw his, her, its Consent so long as they provide SAWS with a “withdrawal of consent notice”, through the Information Officer.
- (v) Supplier may request for correction or deletion of personal information or destruction or deletion of record of personal information.

**8. Your obligations**

You may only send us your own personal information or the information of another data subject where you have their permission to do so.

**9. Security**

We take the security of personal information very seriously and always do our best to comply with applicable data protection laws. Our website is hosted in a secure server environment that uses a firewall and other advanced security measures to prevent interference or access from outside intruders. We authorize access to personal information only for those employees who require it to fulfil their job responsibilities. We implement disaster recovery procedures where appropriate.

**10. Data Storage**

We will try to keep the personal information we collect as accurate, complete, and up to date as is necessary for the purposes defined in this notice. Please note that to better protect you and safeguard your personal information, please inform us of any required corrections to your personal information.

**11. Limitation**

We are not responsible for, give no warranties, nor make any representations in respect of the privacy policies/notices or practices of any third parties.

**12 Enquiries**

If you have any questions or concerns arising from this notice and consent form or the way in which we handle personal information, please contact the South African Weather Service Deputy Information Officer:

HEAD OFFICE  
1263 Heuwel Road  
Centurion  
0157  
+27 12 367 6000  
Email for Head Office: CRS@weathersa.co.za