



# agriculture, land reform & rural development

Department:  
Agriculture, Land Reform and Rural Development  
**REPUBLIC OF SOUTH AFRICA**

Contract No : DALRRD-RID-FS 001 (2022/2023)

A Tender for Category 3GB or higher CIDB Registered Contractors

## APPOINTMENT OF A CONTRACTOR FOR REPAIRS TO STORM DAMAGED ROOF AT JACOBSDAL RECREATIONAL CENTRE UNDER THE DEPARTMENT AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: FREE STATE PROVINCE

Description of services, works or goods	Stipulated minimum threshold	Description of services, works or goods	Stipulated minimum threshold
<b>Electrical Cables :</b>		<b>Construction Materials:</b>	
• Low Voltage	90%		
• Medium and High Voltage	90%	• Roof Coverings & Insulation	100%
<b>Fencing :</b>			
• Clearvu Fencing	100%		

### VOLUME 1

Name of Tenderer : \_\_\_\_\_

Name of duly authorised person: \_\_\_\_\_

Address : \_\_\_\_\_

Tel. Number : \_\_\_\_\_

Cell number : \_\_\_\_\_

Fax number : \_\_\_\_\_

E-mail : \_\_\_\_\_

Receipt number : \_\_\_\_\_

#### ISSUED BY:

Director: Finance and Supply Chain Management  
Department of Agriculture Land Reform and Rural Development  
Private Bag X 4376  
Bloemfontein  
9300

Tel: (051) 400 4200  
Fax: (051) 430 2392

#### PREPARED BY:

Rural Development  
136 Charlotte Maxeke Street  
Bloemfontein  
9300

Tel: 071 331 6342

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2



# agriculture, land reform & rural development

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Department:  
Agriculture, Land Reform and Rural Development  
**REPUBLIC OF SOUTH AFRICA**

**Contract No: DALRRD-RID-FS001 (2022/2023)**

## THE TENDER

### FOR THE

**APPOINTMENT OF A CONTRACTOR FOR REPAIRS TO STORM DAMAGED ROOF AT  
JACOBSDAL RECREATIONAL CENTRE UNDER THE DEPARTMENT AGRICULTURE,  
LAND REFORM AND RURAL DEVELOPMENT: FREE STATE PROVINCE**

### VOLUME 1

**CLOSING DATE: 16 AUGUST 2022**

**CLOSING TIME: 11h00**

**ISSUED BY:**

**Director: Finance and Supply Chain Management  
Department of Agriculture Land Reform and Rural Development  
Private Bag X 4376  
Bloemfontein  
9300**

Tel: (051) 400 4200  
Fax: (051) 430 2392

**PREPARED BY:**

**Rural Development  
136 Charlotte Maxeke Street  
Bloemfontein  
9300**

Tel: 071 331 6342

**CHECKLIST WHEN SUBMITTING BID PROPOSAL/DOCUMENT**

TENDER NO: DALRRD-RID-FS 001 (2022/2023)

**APPOINTMENT OF A CONTRACTOR FOR REPAIRS TO STORM DAMAGED ROOF AT JACOBSDAL RECREATIONAL CENTRE UNDER THE DEPARTMENT AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: FREE STATE PROVINCE**

**A TENDER FOR CATEGORY 3GB OR HIGHER REGISTERED CONTRACTORS  
ENSURE THAT PRIOR TO SUBMITTING THE TENDER TO THE DEPARTMENT THE  
FOLLOWING  
INFORMATION IS COMPLETED AND ATTACHED**

Please indicate <b>YES</b> or <b>NO</b> ✓ Place a Tick in the appropriate column	YES	NO
<b>Indicate / Attach CRS printout from CIDB</b> (in case of JV, ENSURE THAT THE LEAD PARTNER'S AS WELL AS JV PARTNERS CRS NUMBERS ARE INDICATED ON THE FORM (printouts may be submitted as well))		
Signed Letter of authority on Company Letterhead is attached		
<b>CSD Supplier Number and Tax compliance PIN numbers in case of Bidder only / Consortia / JV:</b> Did bidder submit CSD Supplier Number and Tax compliance PIN numbers of the Bidder / Consortia / JV Partners? <b>OR</b> <b>A valid Tax Clearance Certificate : In the case of Bidder/ Consortia/JV:</b> Did bidder submit a valid tax clearance certificate		
<b>B-BBEE Certificate IN Cases of Joint Ventures submit CONSOLIDATED CERTIFICATE</b>		
<b>B-BBEE Certificate: In the case of Bidder/ Consortia/JV:</b>		
<b>CSD Supplier Number and Tax compliance PIN numbers if Bidder is Sub-Contracting:</b> Did bidder submit CSD Supplier Number and Tax compliance PIN numbers for the subcontracting companies? <b>OR</b> <b>A valid Tax Clearance Certificate : If Bidder is Sub-Contracting</b> Did bidder submit a valid tax clearance certificate for the subcontracting companies		
Submit <b>B-BBEE Certificate for Sub-contracting companies/Certified Copy/Original OR Sworn Affidavit</b>		
Attendance of a compulsory meeting		
Did you Tamper with the document		
Used correction fluid		
Are mistakes made on the prices/form of offer inclusive of vat crossed out in ink and altered on each and every price		
Is the form of offer fully completed and signed by the authorized signatory		
Local content ( <b>SBD 6.2</b> ) form is completed and all annexures are completed (if applicable)		
Are all addenda issued completed and returned (if applicable)		

## DOCUMENT LAYOUT

SECTION	HEADING	COLOUR
<b>VOLUME 1</b>		
<b>PART 1: THE TENDER</b>		
<b>PART T1</b>	<b>TENDERING PROCEDURES</b> SECTION T1.1: TENDER NOTICE AND INVITATION TO TENDER SECTION T1.2: TENDER DATA	WHITE PINK
<b>PART T2</b>	<b>RETURNABLE DOCUMENTS</b> SECTION T2.1: LIST OF RETURNABLE DOCUMENTS SECTION T2.2: RETURNABLE SCHEDULES	YELLOW YELLOW
<b>PART 2: THE CONTRACT</b>		
<b>PART C1:</b>	<b>AGREEMENT AND CONTRACT DATA</b> SECTION C1.1: FORM OF OFFER AND ACCEPTANCE SECTION C1.2: CONTRACT DATA SECTION C1.3: CONSTRUCTION GUARANTEE (PRO-FORMA) SECTION C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT BETWEEN EMPLOYER AND CONTRACTOR	YELLOW YELLOW WHITE WHITE
<b>PART C2:</b>	<b>PRICING DATA</b> SECTION C2.1: PRICING INSTRUCTIONS SECTION C2.2: BILLS OF QUANTITIES	YELLOW YELLOW
<b>VOLUME 2</b>		
<b>PART C3:</b>	<b>SCOPE OF WORKS</b> SECTION C3.1: DESCRIPTION OF WORKS SECTION C3.2: LABOUR INTENSIVE CONSTRUCTION SECTION C3.3: CONSTRUCTION AND MANAGEMENT REQUIREMENTS SECTION C3.4: SITE FACILITIES SECTION C3.5: OCCUPATIONAL HEALTH AND SAFETY SECTION C3.6: GENERAL SECTION C3.7: CONTRACTOR'S ESTABLISHMENT ON SITE	BLUE BLUE BLUE BLUE BLUE BLUE BLUE BLUE
<b>PART C4:</b>	<b>SITE INFORMATION</b> SECTION C4.1: SITE INFORMATION	WHITE
<b>PART C5:</b>	<b>ANNEXURES</b> SECTION C4.1: PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION SECTION C4.2: CONTRACT DRAWINGS	WHITE WHITE

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

# THE TENDER

# PART T1: TENDERING PROCEDURES

For a proposed contract  
between **Department of Agriculture Land Reform and  
Rural Development  
(the Employer)**  
and

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**(the Contractor)**

for **APPOINTMENT OF A CONTRACTOR FOR  
REPAIRS TO STORM DAMAGED ROOF AT  
JACOBSDAL RECREATIONAL CENTRE  
UNDER THE DEPARTMENT AGRICULTURE,  
LAND REFORM AND RURAL DEVELOPMENT:  
FREE STATE PROVINCE**

Documentation prepared by:

**DEPARTMENT OF AGRICULTURE LAND REFORM  
AND RURAL DEVELOPMENT (RD-FS).  
RURAL DEVELOPMENT**

## SECTION T1.1: TENDER NOTICE AND INVITATION TO TENDER

FOR:

**APPOINTMENT OF A CONTRACTOR FOR REPAIRS TO STORM DAMAGED ROOF AT JACOBSDAL RECREATIONAL CENTRE UNDER THE DEPARTMENT AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: FREE STATE PROVINCE**

**CONTRACT/TENDER NO.: DALRRD-RID-FS 001 (2022/2023)**  
**INVITATION AND SCOPE OF WORK:**

The proposed works consist, in general terms,

**APPOINTMENT OF A CONTRACTOR FOR REPAIRS TO STORM DAMAGED ROOF AT JACOBSDAL RECREATIONAL CENTRE UNDER THE DEPARTMENT AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: FREE STATE PROVINCE**  
**CONDITIONS:**

Bidders shall be registered with the Construction Industry Development Board (CIDB) and should have a minimum CIDB Contractor grading of **3GB** or higher.

Preferential Procurement Policy Framework Act (PPPFA), Act no. 5 of 2000 and its associated Regulations Of 2017. The **80/20** Preference Point system will be applied where a maximum of Eighty (80) tender adjudication points will be awarded for price and Twenty (20) points will be awarded for preference.

**The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>	<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<b>Electrical Cables :</b>		<b>Construction Materials:</b>	
• Low Voltage	90%		
• Medium and High Voltage	90%	• Roof Coverings & Insulation	100%
<b>Fencing :</b>			
• Clearvu Fencing	100%		

Bid documents shall be made available on the **25 JULY 2022** from one of the offices listed below during the following hours: Monday to Friday 08h30 to 12h45 and 13h30 to 16h00. No documents will be available or issued at the Briefing Session and should, therefore, be collected timeously beforehand.

**Department of Rural Development and Land Reform:**

**Mr. T Makitle/ Mr T Khateane**  
**136 Charlotte Maxeke Street**  
**SA Eagle Building**  
**Bloemfontein**  
**9300**

**Tel: (051) 400 4200**

A non-refundable bid fee of **R 100, 00** (One hundred rand) per set of documents, is payable by cash only.

**A Compulsory Tender Briefing/ Site Inspection meeting** will be conducted at **11h00** on **03 August 2022**.  
Recreational centre, Ratanang in Jacobsdal.

.....  
**GPS Coordinates: 29°13'21.8"S 26°51'15.0"E**

**Closing date and time** for the receipt of completed bid documents is **16 August 2022 at 11h00**.

Tenders must remain valid for a period of **90** Calendar Days and **120** Calendar Days for tenders closing in October, November and December; after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Department.

The original and completed bid document shall be placed in a sealed envelope clearly marked:

**APPOINTMENT OF A CONTRACTOR FOR REPAIRS TO STORM DAMAGED ROOF AT JACOBSDAL RECREATIONAL CENTRE UNDER THE DEPARTMENT AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: FREE STATE PROVINCE**

**SUBMITTING OF TENDERS – PLEASE NOTE:** Tenders can only be submitted in the Tender Box in **BLOEMFONTEIN**.

Tenders will be received on the closing date and time shown above. All tenders must be enclosed in sealed envelopes bearing the applicable tender heading and contract number, as well as the closing time and due date, and must be addressed to the **CHIEF DIRECTOR: SUPPLY CHAIN AND FACILITY MANAGEMENT SERVICES, DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT**, and must be submitted in the tender box situated at:

**Department of Agriculture Land Reform and Rural Development**  
**136 Charlotte Maxeke Street**  
**SA Eagle Building**  
**Bloemfontein**  
**9300**

**No telephonic or any other form of communication relating to this bid will be permitted with any other staff by bidders other than with the named individuals stated below.**

**All enquiries regarding this bid must be directed to:**

**ENQUIRIES – TECHNICAL RELATED:**

Durapi Consulting  
Tishan Govender  
37 Homestead Road  
Rivonia  
2128  
Tel: (011) 312 8629/8599  
E-mail: [tishan@durapi.co.za](mailto:tishan@durapi.co.za)

**OR**

Mrs Sibongile Mankahla  
051 400 4200  
Cell: 071 331 6342  
[sibongile.mankahla@dalrrd.gov.za](mailto:sibongile.mankahla@dalrrd.gov.za)

**ENQUIRIES – SUPPLY CHAIN MANAGEMENT RELATED:**

Mr Teboho Makitle  
Tel: 051 400 4200  
E-mail: [teboho.makitle@dalrrd.gov.za](mailto:teboho.makitle@dalrrd.gov.za)

OR

Mr Theotse Khateane  
Tel: 051 400 4200  
E-mail: [theotse.khateane@dalrrd.gov.za](mailto:theotse.khateane@dalrrd.gov.za)

Bids will be opened in public. No late submissions will be considered. Telegraphic, telexed, facsimiled or e-mail submissions will not be accepted. Failure to meet the **mandatory requirements** required in this Bid will result in the submissions being deemed null and void and shall be considered non-responsive.

## **BID BOX INFORMATION**

TENDER NO.: **DALRRD-RID-FS 001 (2022/2023)**

CLOSING DATE: **16 August 2022 at 11h00**

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA  
(DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT)

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE  
ACCEPTED FOR CONSIDERATION.

**SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE**

Bid documents **must** be deposited in the box  
which is identified as the bid box of the:

### **Department of Agriculture Land Reform and Rural Development**

**136 CHARLOTTE MAXEKE STREET  
SA EAGLE BUILDING  
BLOEMFONTEIN  
9300**

**THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND  
REFORM IS OPEN 24 HOURS A DAY, 7 DAYS A WEEK. THE BID BOX WILL BE CLOSED ON THE  
CLOSING TIME OF BIDS WHICH IS 11H00.**

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

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***SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE***

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**\*Note:** Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be constructed  
to have the same meaning as the words "Tender" or "Tenderer"

## SECTION T1.2: TENDER DATA

### SECTION T1.2.1: CONDITIONS OF TENDER

This edition incorporates the amendments made in Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and erratum notices issued thereafter.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

### SECTION T1.2.2: TENDER DATA

The clause numbers in the Tender Data refer to the corresponding clause numbers in the Conditions of Tender.

The additional Conditions of Tender are:

Item	Data	
<b>F.1</b>	<b>GENERAL</b>	<b>ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER</b>
F.1.1	<b>Actions</b>	The Employer is the "Department of Rural Development and Land Reform". The term "bid" in the context of this standard is synonymous with term "tender".
F.1.2	<b>Tender Documents</b>	This document; <b>Volumes 1</b> in which are bound the Tendering Procedures, Returnable Documents, Agreements and Contract Data, Pricing Data and <b>Volume 2</b> in which are bound the Scope of Works, Site Information, Specifications and Drawings. <b><u>The full contents of Volume 1, duly completed shall be submitted as tender.</u></b>
F.1.3	<b>Interpretation</b>	Add the following new clause: "1.3.3" The tender documents have been drafted in English. The contract arising from the invitation of tender shall be interpreted and construed in English.
F.1.4	<b>Communication and Employer's Agent:</b>  <b>The Employer's Agent is:</b>	<b>Rural Development</b> <b>Contact : Sibongile Mankahla</b> <b>Address : 136 Charlotte Maxeke</b> <b>Bloemfontein</b> <b>9300</b> <b>Tel No. : (051) 400 4200</b> <b>E-mail : sibongile.mankahla@dalrrd.gov.za</b> <b>Cell : 0713316342</b>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.1	<b>Eligibility:</b>	<p>Only those Tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>3GB</b> or Higher Class of construction work, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that they comply with all three of the following conditions:</p> <ol style="list-style-type: none"> <li>1. Every member of a joint venture is registered with the CIDB.</li> <li>2. The lead partner has a contractor grading designation of <b>not lower than one level below</b> the required grading designation of <b>3GB</b> of construction work.</li> <li>3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation determined in accordance with the sum tendered for a <b>3GB</b> class of construction work, is eligible to submit tenders.</li> </ol>
F.2.2	<b>Cost of Tendering:</b>	<p>Add the following to the clause:</p> <p>"Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer's Agent."</p>
F.2.5	<b>Reference documents:</b>	<p>The document "JBCC Principal Building Agreement EDITION 6.1 – March 2014".</p> <p>Tenderers, Contractors and Sub-contractors shall obtain their own copies of this document for tendering purposes and for use for the duration of the Contract. Copies of these documents may be obtained from the Association of South African Quantity Surveyors (011-315 4140), the Master Builders Association (011-205 9000), the South African Association of Consulting Engineers (011-463 2022) or the South African Institute of Architects (011-486 0684).</p>
F.2.7	<b>Clarification meeting:</b>	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list and paid for Bid Documents</p>
F.2.8	<b>Seek clarification:</b>	<p>"Request clarification of the tender documents, if necessary, by notifying the Employer's Official or the Employer's Agent indicated in the Tender Notice and Invitation to Tender in writing at least 7 (seven) calendar days before the closing time stated in the foregoing notice and clause 2.15."</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.9	<b>Insurance:</b>	<p>Add the following to the clause:</p> <p>"Accept that the submission of a Tender shall be construed as an acknowledgement by the Employer that he/she is satisfied with the insurance cover that the Contractor will have to effect Contract Works Insurance to be limited to the the Tender amount including VAT plus 20%, and Public Liability to be limited to R 2 000 000 .00 under the contract. The contractor must ensure that any damage to the existing building (e.g. structural) be included in his Public Liability insurance.</p> <p>The Employer will not provide for any insurance as it will be provided for by the Contractor.</p>
F.2.11	<b>Alterations to documents:</b>	<p><b>Add the following to the clause:</b></p> <p><b>"In the event of mistakes having been made on the form of offer inclusive of VAT it must be crossed out in ink at each and every price alteration on the form of offer and be accompanied by an initial.</b></p> <p>Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product. If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid must be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the Tender as a whole will not be considered.</p> <p>Tampering with or taking apart the bound document is strictly prohibited. <b>All additional documentation must be stapled into the tender document or attached in a separate file."</b></p> <p><b>The Department will reject the bid if the above conditions are not adhered to.</b></p>
F.2.13	<b>Submitting a tender offer</b>	
	F.2.13.1	Each Tenderer is required to return the complete set of documents <b>contained in Volume 1</b> and as listed in the Tender Data with all the required information supplied and completed in all respects.
	F.2.13.2	Return all returnable documents to the employer after completing them in their entirety, by writing legibly in non-erasable ink. Failure to adhere to this the bid will be disqualified.
	F.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.13.4		<p>Add the following to the clause:</p> <p>"Only duly authorised signatories must sign the original and all copies of the tender offer where required in terms of 2.13.3.</p> <p>In the case of a <b>ONE-PERSON CONCERN</b> submitting a tender, this shall be clearly stated on the company letter head.</p> <p>In case of a <b>COMPANY</b> submitting a tender, include a copy of a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a <b>CLOSED CORPORATION</b> submitting a tender, include a copy of a resolution by its members authorising a member or other official of the corporation to sign the documents on each member's behalf.</p> <p>In the case of a <b>PARTNERSHIP</b> submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such an authorisation shall be included in the Tender.</p> <p>In the case of a <b>JOINT VENTURE</b> submitting a tender, must include a resolution of each company of the Joint Venture signed by all the members/ directors of the Joint Venture authorising a member or an official of the Joint Venture to sign the documents on behalf of the Joint Venture <b>OR</b> a resolution bearing the letter heads of each company of the Joint Venture and signed by all the members/ directors of the Joint Venture authorizing a member or an official of the Joint Venture to sign the documents on behalf of the Joint Venture shall be included in the tender.</p> <p>The signature of the authorized person should also appear on the Authority of Signatory(s) or resolution letter(s).</p> <p><b>Accept that failure to submit proof of Authorisation to sign the tender shall result in a Tender Offer being regarded as non-responsive</b></p>
F.2.13.5		<p>The Employer's address for delivery of tender offers:</p> <p><b>Department of Agriculture Land Reform and Rural Development</b></p> <p>Provincial Shared Service Centre Ground Floor 136 Charlotte Maxeke Street Department of Rural Development Bloemfontein 9300</p>
F.2.13.6		A two-envelope procedure will NOT be followed.
F.2.13.9		Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.14	<b>Information and Data to be completed in all respects:</b>	<p>Add the following to the clause: "Accept that the Employer shall in the evaluation of tenders take due account of the Tenderer's past performance in executing for similar works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and Principal Agent as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in <b>Section T2.2</b>.</p> <p>Accept that the Employer is restricted in accordance with clause 4.(4) of the Construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely.</p>
F.2.15	<b>Closing time:</b>	The closing date and time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	<b>Tender offer validity:</b>	<p>The tender offer validity period is <u>90</u> calendar days. For tenders closing in October, November and December the tender validity period is <u>120</u> calendar days.</p> <p>Add the following to the clause:</p> <p>"If the tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day."</p>
F.2.17	<b>Clarification of tender offer after submission</b>	The Tenderer shall provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of arithmetical errors by the adjustment of certain rates or items prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
F.2.18	<b>Provide other material</b>	The Tenderer shall provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
F.2.19	<b>Inspections, tests and analysis:</b>	The Tenderer must provide access during working hours to his premises for inspections on request.
F.2.20	<b>Submit securities, bonds and policies:</b>	If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.23	<b>Certificates:</b>	<p>The following certificates/ information may be provided with the tender offer:</p> <ul style="list-style-type: none"> <li>a) Copy of Certificate of Incorporation (if tenderer is a Company), e.g. CM1, CM29, or CM44</li> <li>b) Copy of Founding Statement (if tenderer is a Closed Corporation), e.g. CK1, or CK2</li> <li>c) Copy of Partnership Agreement (if tenderer is a Partnership)</li> <li>d) Copy of Identity Document (if tenderer is a One-man concern)</li> <li>e) Copy of Deed of Trust (If a trust is involved).</li> </ul> <p>In cases where the tenderer has failed to submit any of the documents above with the tender, the Department reserves the right to, at any time after the closure of the tender, but before the award of the tender, request the tenderer to provide the outstanding documents within 5 (five) calendar days from the date of notification.</p>
<b>ADD THE FOLLOWING NEW CLAUSES:</b>		
F2.24	<b>Canvassing and obtaining of additional information by tenderers:</b>	<p>Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's agent in respect of his tender, after the opening of the tenders, but prior to the Employer arriving at a decision thereon.</p> <p>No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders."</p>
F2.26	<b>Awards to close family members of persons in the service of the state</b>	<p>In order to adjudicate fairness or eligibility, the questionnaire for the declaration of interests in the tender of persons in service of state in <b>Section T2.2.5 – Form E</b> must be completed."</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<b>F.2</b>	<b>TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER</b>	
F.2.28	<b>TAX COMPLIANCE</b>	<p>Bidders must ensure compliance with their tax obligations.</p> <p>Bidders are required to submit their unique personal identification number (PIN) issued by sars to enable the organ of state to view the taxpayer's profile and tax status.</p> <p>Application for tax compliance status (TCS) or pin may also be made via e-filing. in order to use this provision, taxpayers will need to register with sars as e-filers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a>.</p> <p>Bidders may also submit a printed TCS together with the bid.</p> <p>In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate proof of TCS / PIN / CSD number.</p> <p>Where no TCS is available but the bidder is registered on the central supplier database (CSD), a csd number must be provided.</p>
F.2.29	<b>CSD –National Treasury Central Supplier Database (CSD) Registration</b>	<p>Bidders must register on the central supplier database (CSD) to upload mandatory information namely: ( business registration/ directorship/ membership/identity numbers; tax compliance status; and banking information for verification purposes). B-BBEE certificate or sworn affidavit for B-BBEE must be submitted to bidding institution.</p> <p>Where a bidder is not registered on the CSD, mandatory information namely: (business registration/ directorship/ membership/identity numbers; Tax compliance status may not be submitted with the bid documentation. B-BBEE certificate or sworn affidavit for B-BBEE must be submitted to bidding institution.</p>
F.2.30	<b>Local Labour</b>	<p>It is a requirement of this contract that work be executed in such a manner so as to maximise the use of local labour intensive construction methods ."</p>
<b>F.3</b>	<b>THE EMPLOYER'S UNDERTAKINGS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER</b>	
F.3.1	<b>Respond to requests from the Tenderer:</b>	<p>Replace the contents of the clause with the following:</p> <p>"Respond to a request for clarification received up to seven (5) calendar days before the tender closing time stated in the tender data and notify all Tenderers who drew procurement documents"</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.2	<b>Issue Addenda:</b>	<p>If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven (7) calendar days before the tender closing time stated in the Tender Data. If , as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and,shall then notify all tenderers who drew documents.</p>
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3	THE EMPLOYER'S UNDERTAKINGS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.3.3	<b>Return late tender offers</b>	Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
F.3.4	<b>Opening of tender submissions:</b>	<p>The closing date and time for receipt of tenders is:</p> <p><b>16 AUGUST 2022 AT 11:00.</b></p> <p>Tenders will be received on the closing date and time shown, must be enclosed in a sealed envelope bearing the applicable tender heading and contract number, as well as the closing time and due date, and must be addressed to the:</p> <p><b>CHIEF DIRECTOR: SUPPLY CHAIN AND FACILITIES MANAGEMENT SERVICES:</b>  <b>DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT.</b></p> <p>Tenders <b>must</b> be submitted in the tender box situated in <b>Bloemfontein</b> :</p> <p><b>Department of Agriculture Land Reform and Rural Development</b>  <b>136 Charlotte Maxeke Street</b>  <b>SA Eagle Building</b>  <b>Bloemfontein</b>  <b>9300</b></p> <p>Only tenders submitted to this tender box will be opened/ considered.</p> <p>Valid tender submissions shall be opened in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.11	<b>Evaluation of Tenders:</b>	<p>The tender evaluation method to evaluate all responsive tender offers will be Method 2.</p> <p>Tenderers will be evaluated as per the Preferential Procurement Regulation 8(1) which prescribes that only locally produced goods, service or works locally manufactured goods with a stipulated minimum threshold(as indicated in SBD 6.2) for local production and content will be considered.</p> <p><b>LOCAL CONTENT AND MINIMUM THRESHOLD:</b></p> <table border="1" data-bbox="435 383 1402 763"> <thead> <tr> <th>Description of services, works or goods</th> <th>Stipulated minimum threshold</th> <th>Description of services, works or goods</th> <th>Stipulated minimum threshold</th> </tr> </thead> <tbody> <tr> <td><b>Electrical Cables :</b></td> <td></td> <td><b>Construction Materials:</b></td> <td></td> </tr> <tr> <td>• Low Voltage</td> <td>90%</td> <td>• Roof Coverings &amp; Insulation</td> <td>100%</td> </tr> <tr> <td>• Medium and High Voltage</td> <td>90%</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>Fencing :</b></td> <td></td> <td></td> <td></td> </tr> <tr> <td>• Clearvu Fencing</td> <td>100%</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Apply the <b>80/20</b> Preference Point system where a maximum of eighty (<b>80</b>) tender adjudication point be awarded for price. <b>Twenty (20)</b> points will be awarded for preference in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulation, 2017. See section T2.2.8, Form H for the Preference model.</p> <p>The financial offer will be scored in terms of formula 2, option 1 of the Standard Conditions of Tender (Section T1.3 of the document).</p>	Description of services, works or goods	Stipulated minimum threshold	Description of services, works or goods	Stipulated minimum threshold	<b>Electrical Cables :</b>		<b>Construction Materials:</b>		• Low Voltage	90%	• Roof Coverings & Insulation	100%	• Medium and High Voltage	90%							<b>Fencing :</b>				• Clearvu Fencing	100%										
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The proposal will be evaluated individually on score sheets, by a representative evaluation panel according to the evaluation criteria indicated above. All service providers who scored less than 60 out of 100 points for functionality will not be considered further.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

QUALITY CRITERIA																
NO.	CRITERIA	WEIGHT	INDICATE VALUE	TOTAL												
1	<p><b>SUCCESSFUL COMPLETION OF REPAIR AND RENOVATIONS TO COMMERCIAL/ OFFICIAL/ PUBLIC BUILDING PROJECTS IN THE LAST FIVE (5) YEARS FROM A MINIMUM VALUE OF R 1 000 000.00. (ATTACH APPOINTMENT LETTER AND COMPLETION CERTIFICATES)</b> <b>(NO SCORE WILL BE AWARDED IF COMPLETION CERTIFICATES ARE NOT ATTACHED )</b></p> <p>Tenderers are required to demonstrate relevant past experience and competency. Tenderers are required to submit full details of, and reliable contactable references for, relevant project which were successfully completed. Projects relevant must be of similar scope, nature and size , completed within the last five (5) years.</p> <p>Successful completion of similar projects in the last 5 years.</p> <table><tr><td><b>Not Submitted (score 0)</b></td><td>The tenderer has failed to address the question and has not provided any proof of completing a similar project.</td></tr><tr><td><b>Poor (score 1)</b></td><td>One (1) relevant similar project executed successfully by the contractor in the past 5 years</td></tr><tr><td><b>Average (score 2)</b></td><td>Two (2) relevant similar projects successfully executed by the contractor in the past 5 years</td></tr><tr><td><b>Good (score 3)</b></td><td>Three(3) relevant similar projects successfully executed by the contractor in the past 5 years</td></tr><tr><td><b>Very Good (score 4)</b></td><td>Four(4) relevant similar project successfully executed by the contractor in the past 5 years</td></tr><tr><td><b>Excellent (score 5)</b></td><td>More than five(5) relevant similar projects successfully executed by the contractor in the past 5 years</td></tr></table> <p><b>Note: Returnable Document = FORM J</b></p>	<b>Not Submitted (score 0)</b>	The tenderer has failed to address the question and has not provided any proof of completing a similar project.	<b>Poor (score 1)</b>	One (1) relevant similar project executed successfully by the contractor in the past 5 years	<b>Average (score 2)</b>	Two (2) relevant similar projects successfully executed by the contractor in the past 5 years	<b>Good (score 3)</b>	Three(3) relevant similar projects successfully executed by the contractor in the past 5 years	<b>Very Good (score 4)</b>	Four(4) relevant similar project successfully executed by the contractor in the past 5 years	<b>Excellent (score 5)</b>	More than five(5) relevant similar projects successfully executed by the contractor in the past 5 years	40		
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2	<p><b>EXPERIENCE OF FOREMAN</b></p> <p>This Sub Criteria covers the general average experience of the proposed Foreman (total duration of professional activity at Construction Manager Site Agent level) .</p> <p>Tenderers are required to submit curriculum vitae for the Foreman proposed to be employed on the project. These curriculum vitae are to include specific details of these individuals including past experience and competence in delivering key similar relevant building project .This evaluation is based on the following weighting: (CV to be attached)</p> <p><b>NB : No score will be awarded to bidder who has not attached a CV</b></p> <table border="1"> <tr> <td><b>Not Submitted (score 0)</b></td> <td>No CV Submitted</td> </tr> <tr> <td><b>Poor (score 1)</b></td> <td>More than 2 to 5 year experience as a site agent</td> </tr> <tr> <td><b>Average (score 2)</b></td> <td>More than 5 to 8 years experience as a site agent</td> </tr> <tr> <td><b>Good (score 3)</b></td> <td>More than 8 to 11 years experience as a site agent</td> </tr> <tr> <td><b>Very Good (score 4)</b></td> <td>More than 11 to 14 years experience as a site agent</td> </tr> <tr> <td><b>Excellent (score 5)</b></td> <td>14 years and above as foreman</td> </tr> </table> <p><b>Note: Returnable Document = FORM L</b></p>	<b>Not Submitted (score 0)</b>	No CV Submitted	<b>Poor (score 1)</b>	More than 2 to 5 year experience as a site agent	<b>Average (score 2)</b>	More than 5 to 8 years experience as a site agent	<b>Good (score 3)</b>	More than 8 to 11 years experience as a site agent	<b>Very Good (score 4)</b>	More than 11 to 14 years experience as a site agent	<b>Excellent (score 5)</b>	14 years and above as foreman	40		
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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

<b>3</b>	<b>CONSTRUCTION PROGRAMME</b>	<b>20</b>													
<p>Submission of the following comprehensive construction programme indicating all work flow items in relation to reaching listed project deliverables on time.</p> <table border="1"> <tr> <td><b>Not Submitted</b> (score 0)</td> <td>No programme attached.</td> </tr> <tr> <td><b>Poor</b> (score 1)</td> <td>The programme is poorly compiled and there are major inconsistencies with timing of project deliverables.</td> </tr> <tr> <td><b>Average</b> (score 2)</td> <td>The programme omits important tasks or the timing of the activities and correlation among them are inconsistent with project deliverables. There is a lack of clarity and logic in the sequence.</td> </tr> <tr> <td><b>Good</b> (score 3)</td> <td>All key activities are included in the programme, but are not detailed. There are minor inconsistencies between timing and project deliverables.</td> </tr> <tr> <td><b>Very Good</b> (score 4)</td> <td>All key activities are included and well detailed in the programme. There are no inconsistencies between timing and project deliverables.</td> </tr> <tr> <td><b>Excellent</b> (score 5)</td> <td>The programme fits the project deliverables well; all important activities are indicated in the programme and their timing and sequencing is appropriate and consistent with project objectives and requirements. There is an excellent degree of detail with links that facilitates understanding of the proposed programme.</td> </tr> </table>		<b>Not Submitted</b> (score 0)	No programme attached.	<b>Poor</b> (score 1)	The programme is poorly compiled and there are major inconsistencies with timing of project deliverables.	<b>Average</b> (score 2)	The programme omits important tasks or the timing of the activities and correlation among them are inconsistent with project deliverables. There is a lack of clarity and logic in the sequence.	<b>Good</b> (score 3)	All key activities are included in the programme, but are not detailed. There are minor inconsistencies between timing and project deliverables.	<b>Very Good</b> (score 4)	All key activities are included and well detailed in the programme. There are no inconsistencies between timing and project deliverables.	<b>Excellent</b> (score 5)	The programme fits the project deliverables well; all important activities are indicated in the programme and their timing and sequencing is appropriate and consistent with project objectives and requirements. There is an excellent degree of detail with links that facilitates understanding of the proposed programme.		
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.13	<b>Acceptance of tender offer:</b>	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>The Tenderer submits a duly signed and dated relevant resolution signed by all their members or their board of directors, as the case may be, on their company letterhead. In the case of a sole proprietor or a single member in a company, it must be clearly indicated on a document bearing the company's letterhead. In the case of a joint venture submitting a tender, must include a resolution of each company of the Joint Venture signed by all the members/ directors of the Joint Venture authorising a member or an official of the Joint Venture to sign the documents on behalf of the Joint Venture <b>OR</b> a resolution bearing the letterheads (logos) of each company of the Joint Venture and signed by all the members/ directors of the Joint Venture authorizing a member or an official of the Joint Venture to sign the documents on behalf of the Joint Venture shall be included in the tender. The signature of the authorized person should also appear on the resolution letter(s). <b>(FORM PA-15.1 – 15.3)</b> A resolution, PA-15.1 (for a single Service Provider tendering herein) or PA-15.2 plus special resolution, PA-15.3 (for multiple Service Providers tendering in consortium or joint venture herein) (forms PA-15.1 to 3 are bound in hereafter).</li> <li>Bidders must ensure compliance with their tax obligations. Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status. Application for tax compliance status (TCS) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a>. Bidders may also submit a printed TCS together with the bid. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate proof of TCS / PIN / CSD number. Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.</li> <li>The Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. Proof of Registration in respect of each partner, where a tenderer satisfied the CIDB contractor grading designation requirements through the formation of a joint venture. The Lead partner must have a contractor grading designation of not lower than one level below the required grading designation;</li> <li>The Bidder did not tamper, dismantle or remove any documents from the tender document.</li> <li>The Tenderer has acknowledged and signed the record of addenda page, and submitted the addendum or addenda, in the event that the addendum or addenda has been issued.</li> <li>The Tenderer has attended the compulsory tender clarification meeting as stipulated.</li> <li>The Tenderer has completed the form of offer and is signed by the duly authorized person and witnessed.</li> <li>The Tenderer submits an letter of intent from the bank or a FSCA registered or NCR registered financial institution with whom he/she has made the necessary arrangements, to the effect that the said institution will be prepared to provide the required performance guarantee. In the event of a JV the letter of intent for the JV or for the lead partner must be submitted.</li> </ol>
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		<p>i) The Tenderer is registered and in good standing with respect to Compensation for Occupational Injuries and Diseases Act (COIDA) for Building Construction, with Department of Labour or with a licensed compensation insurer. The Tenderer must submit the letter of good standing for Building Construction projects. In the event of the Tenderer being a joint venture/consortium, each company must submit the letter of good standing for building construction projects. A Tenderer who presently do not have any labour in their employ must submit a Tender Letter obtainable from the Department of Labour.</p> <p><b><i>Note: Any tender not complying with any of the above-mentioned stipulations, numbered 1 to 9 above, will be regarded as non-responsive and will therefore <u>not</u> be considered for further evaluation.</i></b></p>
	<b>Provide copies of the contract</b>	One signed copy of the contract shall be provided by the Employer to the successful Tenderer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.4	ADDITIONAL CONDITIONS OF TENDER
The additional conditions of Tender are:	
F.4.1	<p><b>Compliance with Occupational Health and Safety Act 1993</b></p> <p>Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.</p> <p>In this regard the <b>Contractor</b> shall submit, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:</p> <ol style="list-style-type: none"> <li>(1) Management Structure, Site Supervision and Responsible Persons including a succession plan.</li> <li>(2) Contractor's induction training programme for Employees, Sub-contractorss and Visitors to the Site.</li> <li>(3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.</li> <li>(4) Regular monitoring procedures to be performed.</li> <li>(5) Regular liaison, consultation and review meetings with all parties.</li> <li>(6) Site security, welfare facilities and first aid.</li> <li>(7) Site rules and fire and emergency procedures.</li> </ol>
	<p>Tenderers are to note that the Contractor is required to ensure that all Sub-contractorss or others engaged in the performance of the Contract also comply with the above requirements.</p> <p>The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.</p> <p>The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in <b>Part C1.4</b> of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the Contract.</p>
F.4.2	<p><b>Community Liaison Officer</b></p> <p>It is a requirement of the Contract that a Community Liaison Officer (CLO) be appointed by the Contractor. The primary functions of the CLO shall be to assist the Contractor with the selection and recruitment of targeted labour, to represent the local community in matters concerning the use of targeted labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Principal Agent and the local communities.</p> <p>The method of identifying suitable candidates for the position of CLO, as well as requirements in respect of the employment of the selected candidate, are described in <b>Part C3.3.2: Scope of Work</b>.</p>

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

# CIDB STANDARD CONDITIONS OF TENDER

## SECTION T1.2.3: CIDB STANDARD CONDITIONS OF TENDER

*As published in Annex F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 136 Government Gazette No 38960 of 10 July 2015.*

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## F.1 GENERAL

### F.1.1 Actions

**F.1.1.1** The Employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**F.1.1.2** The Employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the Employer shall declare any conflict of interest to whomever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

**Note:**

- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

**F.1.1.3** The Employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

### F.1.2 Tender Documents

The documents issued by the Employer for the purpose of a tender offer are listed in the tender data.

### F.1.3 Interpretation

**F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**F.1.3.3** For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially.
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit.
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis.

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- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process.
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels.
- e) **organisation** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body.
- f) **quality (functionality)** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

#### **F.1.4 Communication and Employer's agent**

Each communication between the Employer and a tenderer shall be to or from the Employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the Employer's agent are stated in the tender data.

#### **F.1.5 Cancellation and Re-Invitation of Tenders**

**F.1.5.1** An organ of state may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.

**F.1.5.2** The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

#### **F.1.6 Procurement procedures**

##### **F.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

##### **F.1.6.2 Competitive negotiation procedure**

**F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the Employer shall announce only the names of the tenderers who make a submission.

The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the Employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

### **F.1.6.3 Proposal procedure using the two stage-system**

#### **F.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The Employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 **Option 2** Tenderers shall only submit technical proposals in the first stage. The Employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents. The Employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

## **F.2 TENDERER'S OBLIGATIONS**

### **F.2.1 Eligibility**

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with Employer.

F.2.1.2 Notify the Employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the Employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the Employer's written approval to do so prior to the closing time for tenders.

### **F.2.2 Cost of tendering**

F.2.2.1 Accept that, unless otherwise stated in the tender data, the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

### **F.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

**F.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

**F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

**F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

**F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time stated in the tender data.

**F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

**F.2.10 Pricing the tender offer**

**F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

**F.2.10.2** Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

**F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**F.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

**F.2.12 Alternative tender offers**

**F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

**F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the Employer.

**F.2.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

**F.2.13 Submitting a tender offer**

**F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**F.2.13.2** Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorised signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures, shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.

**F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data.

**F.2.13.8** Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the Employer, unless stated otherwise in the tender data.

**F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Employer as non-responsive.

**F.2.15 Closing time**

**F.2.15.1** Ensure that the Employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

**F.2.15.2** Accept that, if the Employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

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**F.2.16 Tender offer validity**

- F.2.16.1** Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- F.2.16.3** Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

**F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

**F.2.18 Provide other material**

- F.2.18.1** Provide, on request by the Employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

- F.2.18.2** Dispose of samples of materials provided for evaluation by the Employer, where required.

**F.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

**F.2.20 Submit securities, bonds, policies, etc.**

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**F.2.21 Check final draft**

Check the final draft of the contract provided by the Employer within the time available for the Employer to issue the contract.

**F.2.22 Return of other tender documents**

If so instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**F.2.23 Certificates**

Include in the tender submission or provide the Employer with any certificates as stated in the tender data.

**F.3 THE EMPLOYER'S UNDERTAKINGS**

**F.3.1 Respond to requests from the tenderer**

**F.3.1.1** Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

**F.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

**F.3.4 Opening of tender submissions**

**F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

**F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

**F.3.5 Two-envelope system**

**F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

**F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

**F.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

**F.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

**F.3.8 Test for responsiveness**

**F.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**F.3.9 Arithmetical errors, omissions and discrepancies**

**F.3.9.1** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the Pricing Data or bills of quantities; or
- c) arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

**F.3.9.2** The employer must correct the arithmetical errors in the following manner:

- a) Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

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- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected.
- c) Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- d) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

### **F.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### **F.3.11 Evaluation of tender offers**

#### **F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### **F.3.11.2 Method 1: Price and Preference**

In the case of price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

#### **F.3.11.3 Method 2: Functionality, Price and Preference**

In case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data
- 2) Tender must be regarded as an acceptable if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R30 million.

4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders( including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 ( all applicable taxes included):

$$Ps = 80 \left[ 1 - \frac{Pt - Pmin}{Pmin} \right]$$

where

*Ps = Points scored for comparative price of tender or offer under consideration;*  
*Pt = Comparative price of tender or offer under consideration; and*  
*Pmin = Comparative price of lowest acceptable tender or offer.*

Contractor

Witness 1

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(4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

(4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-complaint contributor	0

(4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

(4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

(4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

**The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million**

**90/10**

$$P_s = 90 \left[ 1 - \frac{P_t - P_{min}}{P_{min}} \right]$$

(5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R 50 000 000 (all applicable taxes included):

Where  $P_s$  = Points scored for comparative price of tender or offer under consideration;  
 $P_t$  = Comparative price of tender or offer under consideration; and  
 $P_{min}$  = Comparative price of lowest acceptable tender or offer.

(5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the BBBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-complaint contributor	0

Contractor

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Witness 2

(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

#### F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

#### F.3.11.7 Scoring Financial Offers

Score price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for price.  $W_1$  is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

$A$  is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

**Table F.1: Formulae for calculating the value of A**

Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
a	$P_m$ is the comparative offer of the most favourable tender offer. $P$ is the comparative offer of tender offer under consideration.		

#### F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

#### F.3.11.9 Scoring quality (Functionality)

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

where:  $S_O$  is the score for quality allocated to the submission under consideration;

$M_S$  is the maximum possible score for quality in respect of a submission; and

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

$W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

**F.3.12 Insurance provided by the Employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the Employer to provide.

**F.3.13 Acceptance of tender offer**

Accept the tender offer, if in the opinion of the Employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or
- c) she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- d) has the legal capacity to enter into the contract,
- e) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of and of the foregoing,
- f) complies with the legal requirements, if any, stated in the tender data, and
- g) is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

**F.3.14 Prepare contract documents**

**F.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the Employer and the successful tenderer.

**F.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

**F.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

**F.3.16 Notice to unsuccessful tenderers**

**F.3.16.1** Notify the successful tenderer of the Employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

**F.3.16.2** After the successful tenderer has been notified of the Employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

**F.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**F.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

**F3.19 Transparency in the procurement process**

**F3.19.1** The cidb prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

**F3.19.2** The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## PART T2: RETURNABLE DOCUMENTS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## SECTION T2.1: LIST OF RETURNABLE DOCUMENTS

THE TENDERER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THIS TENDER. IF THE DOCUMENTS ARE NOT INCLUDED IN THE DOCUMENT, THE DEPARTMENT WILL NOT CONSIDER THIS TENDER.

Clause referred to in Standard Conditions of Tender	Document
F.2.1	<p>Tenderers must provide their CRS Numbers of the registered Contractor as well JV Partner*. CRS numbers of Tenderers or JV partners needs to be filled in below:</p> <p><b><u>Tenderer/Leading JV Partner</u></b></p> <p>CRS Number : _____</p> <p>Name of Company: _____</p> <p><b><u>JV Partner</u></b></p> <p>CRS Number : _____</p> <p>Name of Company: _____</p> <p><b><u>JV Partner</u></b></p> <p>CRS Number : _____</p> <p>Name of Company: _____</p> <p><b>*NB:</b> Recent printout from CIDB website indicating the CRS number will also be accepted.</p> <p>All contractors, even tendering in JV, must be registered with CIDB. The lead partner has a contractor grading designation of <b>not lower than one level below</b> the required grading designation of <b>3GB</b> of construction work.</p>
F.2.7	Attendance of the Compulsory Tender Clarification meeting as stipulated.
F.2.10	Form of offer must be completed and signed by duly authorized person and witnessed.
F.2.11	<p>Tampering with or taking apart the bound document is strictly prohibited. <b>All additional documentation must be stapled into the tender document or attached in a separate file."</b></p> <p>Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product.</p> <p>"In the event of mistakes having been made on tender <b>document</b> it must be crossed out in ink and be accompanied by an initial at each and every price alteration".</p>

\_\_\_\_\_

Contractor

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Witness 1

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Witness 2

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

F.2.13.4	<p>The Tenderer submits a duly signed and dated relevant resolution signed by all their members or their board of directors, as the case may be, on their company letterhead. In the case of a sole proprietor or a single member in a company, it must be clearly indicated on a document bearing the company's letterhead. In the case of a joint venture submitting a tender, must include a resolution of each company of the Joint Venture signed by all the members/ directors of the Joint Venture authorising a member or an official of the Joint Venture to sign the documents on behalf of the Joint Venture OR a resolution bearing the letterheads (logos) of each company of the Joint Venture and signed by all the members/ directors of the Joint Venture authorizing a member or an official of the Joint Venture to sign the documents on behalf of the Joint Venture shall be included in the tender. The signature of the authorized person should also appear on the resolution letter(s). (See Form D).</p>
F.2.28	<p>Bidders must ensure compliance with their tax obligations.</p> <p>Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.</p> <p>Application for tax compliance status (TCS) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a>.</p> <p>Bidders may also submit a printed TCS together with the bid.</p> <p>In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate proof of TCS / PIN / CSD number.</p> <p>Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.</p>
	The Bidder did not tamper, dismantle or remove any documents from the tender document
	The Tenderer must acknowledge and sign the record of addenda page, and submitted the addendum or addenda, in the event that the addendum or addenda has been issued
	The Tenderer submits a letter from the bank or a FSCA registered or NCR registered financial institution with whom he/she has made the necessary arrangements, to the effect that the said institution will be prepared to provide the required performance guarantee when asked to do so. In the event of a JV the letter of intent for the JV or for the lead partner must be submitted.
	The Tenderer is registered and in good standing with respect to Compensation for Occupational Injuries and Diseases Act (COIDA) with Department of Labour or with a licensed compensation insurer. The Tenderer must submit the letter of good standing for building and construction projects. In the event of the Tenderer being a joint venture/consortium, the details of the lead partner must also be provided

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**THE TENDERER ARE ENCOURAGED TO REGISTER AND SUBMIT THE FOLLOWING NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) DETAILS WITH THIS TENDER.**

Document	
<p>Tenderers shall provide their <b>CSD Supplier Number (Master Registration Number)</b> and <b>Tax Compliance PIN Number</b> in the space provided below:</p> <p><b>NB: In cases where a bidder intends to form a Joint Venture, the CSD Supplier Number (Master Registration Number) and Tax Compliance PIN shall also be provided in the space provided below, i.e. the lead partner and Joint Venture partner/s.</b></p> <p>If any sub-contractors are proposed their CSD Supplier Number (Master Registration Number) and Tax Compliance PIN numbers shall be provided in Form A.</p> <p><b>If the documents are not included in the document, the tender will be regarded as being NON-RESPONSIVE.</b></p>	
<b><u>Tenderer/Leading JV Partner</u></b>	
Name of Company:	
CSD Supplier Number: (Master Registration Number)	
Tax Compliance PIN number:	
<b><u>JV Partner 1</u></b>	
Name of Company:	
CSD Supplier Number: (Master Registration Number)	
Tax Compliance PIN number:	
<b><u>JV Partner 2</u></b>	
Name of Company:	
CSD Supplier Number: (Master Registration Number)	
Tax Compliance PIN number:	
<b>*NB: All contractors, even tendering in JV, must be registered with National Treasury Central Supplier Database</b>	

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**SECTION T2.1.1: FORM A: SCHEDULE OF PROPOSED SUBCONTRACTORS**

**SECTION T2.1.2: FORM B: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SBD 6.1)**

**SECTION T2.1.3: FORM C: RECORD OF ADDENDA TO TENDER DOCUMENTS**

**SECTION T2.1.4: FORM D: AUTHORITY OF SIGNATORY**

**PA-15.1: RESOLUTION OF BOARD OF DIRECTORS**

**PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES**

**PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES – 61**

**SECTION T2.1.5: FORM E: STATUS OF CONCERN SUBMITTING TENDER**

**SECTION T2.1.6: FORM F: DECLARATION OF INTEREST (SBD 4)**

**SECTION T2.1.7: FORM G: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)**

**SECTION T2.1.8: FORM H: CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)**

**SECTION T2.1.9: FORM I: SCHEDULE OF PLANT AND EQUIPMENT**

**SECTION T2.1.10: FORM J: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER**

**SECTION T2.1.11: FORM K: CERTIFICATE OF TENDERER'S VISIT TO THE SITE**

**SECTION T2.1.12: FORM L: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF**

**SECTION T2.1.13: FORM M: COMPLIANCE WITH OHSA (ACT 85 OF 1993)**

**SECTION T2.1.14: FORM N: CSD SUPPLIER NO AND TAX COMPLIANCE PIN**

**SECTION T2.1.15: FORM O: PRELIMINARY PROGRAMME**

**SECTION T2.1.16: FORM P: ESTIMATED MONTHLY EXPENDITURE**

**SECTION T2.1.17: FORM Q: ALTERATIONS BY TENDERER**

**SECTION T2.1.18: FORM S: SUPPLIER MAINTENANCE FORM**

**SECTION T2.1.19: FORM T: COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT ( COIDA)**

**SECTION T2.1.20: FORM U: DECLARATION CERTIFICATE FOR LOCAL LABOUR PARTICIPATION**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION T2.1.21: FORM V: COMPULSORY ENTERPRISE QUESTIONNAIRE**

**SECTION T2.1.22: FORM W: DECLARATION CERTIFICATE FOR LOCAL  
PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD 6.2)**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## SECTION T2.2: RETURNABLE SCHEDULES

### SECTION T2.1.1: FORM A: SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. The contractor is to obtain approval should he/she intends to change the submitted list of Subcontractors.

Please note that a Monitoring and Evaluating TEAM from PPRM shall ensure that the Sub Contracted Company is being groomed and paid by the Main Contractor, During the execution stage, reports, pictures and bank statements shall be examined.

**In Bids where subcontractors are involved each party must submit a separate proof of TCS / PIN / CSD number and CIDB printout of the sub-contracted company or companies with the CRS number/s. Where no TCS is available but the subcontractor is registered on the Central Supplier Database (CSD), a CSD number must be provided. (Refer to Clause F2.28)**

**Alternatively, where a subcontractor is not yet registered on the National Treasury CSD, submission of a Valid Tax Clearance Certificate together with the bid is compulsory. (Refer to Clause F2.28)**

1. Will any portion of the contract be sub-contracted? Yes ☐ / No ☐
2. If yes, indicate:
  - (i) The name of the proposed sub-contractor, the nature and extent of the work to be sub-contracted and the previous experience with the sub-contractor in the table below.

	Name and address of the proposed Sub-contractor	Nature and extent of work	Previous experience with Sub-contractor
1.			
2.			
3.			
4.			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3 What percentage of the contract will be sub-contracted, the B-BBEE status level of the sub-contractors and whether they are an EME/QSE, must be stated in the table below and specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Name of proposed Sub Contractor	% of the work that will be sub-contracted	B-BBEE status level of the sub-contractor	Designated Group: An EME or QSE which is at last 51% owned by:									
			Black people	Black people who are youth	Black people who are women	Black people with disabilities	Black people living in rural or under-developed areas or townships	Cooperative owned by black people	Black people who are military veterans	Any EME	Any QSE	
			EME	EME	EME	EME	EME	EME	EME	EME	EME	EME
			QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE
			EME	EME	EME	EME	EME	EME	EME	EME	EME	EME
			QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE
			EME	EME	EME	EME	EME	EME	EME	EME	EME	EME
			QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE
			EME	EME	EME	EME	EME	EME	EME	EME	EME	EME
			QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE
			EME	EME	EME	EME	EME	EME	EME	EME	EME	EME
			QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE
			EME	EME	EME	EME	EME	EME	EME	EME	EME	EME
			QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE

Signature of person authorised to sign the tender: .....

Date: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION T2.1.2: FORM B: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SBD 6.1)**

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

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

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

#### 5. BID DECLARATION

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

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

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

#### 7. SUB-CONTRACTING

- 7.1 Refer to Form A

#### 8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....  
8.2 VAT registration number:.....  
8.3 Company registration number:.....  
8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium  
One person business/sole propriety  
Close corporation  
Company  
(Pty) Limited

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....  
.....  
.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<p><b>WITNESSES</b></p> <p>1. ....</p> <p>2. ....</p>	<p>.....</p> <p><b>SIGNATURE(S) OF BIDDERS(S)</b></p> <p><b>DATE:</b> .....</p> <p><b>ADDRESS</b> .....</p> <p>.....</p> <p>.....</p>
---	---

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**SECTION T2.1.3: FORM C: RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

Date	Title of Details
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

**Attach additional pages if more space is required.**

Signature of person authorised to sign the tender: .....

Date: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION T2.1.4: FORM D: AUTHORITY OF SIGNATORY**

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

## MABEL HOUSE (Pty) Ltd

By resolution of the Board of Directors taken on *20 May 2000, MR A.F JONES*

has been duly authorised to sign all documents in connection with Contract no CON 0005, and any contract which may arise therefrom, on behalf of *Mabel House (Pty) Ltd*.

SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director ,

IN HIS CAPACITY AS: Managing Director

DATE: 20 May 2000

SIGNATURE OF SIGNATORY: Signature of A.F Jones)

As witnesses:

1. ....

2. ....

Signature of person authorised to sign the tender

Date: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS –

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_  
(legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED that:**

- 1 The Enterprise submits a Tender to the Department of Agriculture, Land Reform and Rural Development in respect of the following project:

\_\_\_\_\_  
(project description as per Tender Document)

Tender Number: \_\_\_\_\_ (Tender Number as per Tender Document)

- 2 \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1	-		
2	-		
3	-		
4	-		
5	-		
6	-		
7	-		

**Note:**

- \* Delete which is not applicable.
- NB.** This resolution must be signed by *all* the Directors / Members / Partners of the Tendering Enterprise.
- Should the number of Directors / Members / Partners exceed the space available above, additional names capacity and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**

Page 1 of 1  
PA-15.1 Version: 1.1

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

## PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_  
(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

### **RESOLVED that:**

1. The Enterprise submit a Tender, in consortium/joint venture with the following Enterprises:

\_\_\_\_\_  
(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

to the Department of Agriculture, Land Reform and Rural Development in respect of the following project:

\_\_\_\_\_  
(Project description as per Tender Document)

Tender Number: \_\_\_\_\_ (Tender Number as per Tender Document)

- 1 \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows:

\_\_\_\_\_  
be, and is hereby, authorized to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

- 2 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

- 3 The Enterprise choose as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)  
•

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_ (code)

Fax number: \_\_\_\_\_ (code)

	Name	Capacity	Signature
1	-		
2	-		
3	-		
4	-		
5	-		
6	-		
7	-		
8	-		
9	-		
10	-		
11	-		
12	-		
13	-		
14	-		
15	-		

**Note:**

- \* Delete which is not applicable.
- NB.** This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise.
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

**PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES**

**RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1

2

3

4

5

6

7

8

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

**RESOLVED that:**

- A. The above-mentioned Enterprises submit a tender in Consortium/Joint Venture to the Department of Agriculture, Land Reform and Rural Development in respect of the following project:

\_\_\_\_\_

*(Project description as per Tender Document)*

Tender Number: \_\_\_\_\_ *(Tender Number as per Tender Document)*

•

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION T2.1.5: FORM E: STATUS OF CONCERN SUBMITTING TENDER**

**1. GENERAL**

State whether the tenderer is a company, a closed corporation, a partnership or a one-man concern.  
(Make an X in the appropriate space below)

Company ☐ Closed Corporation ☐ Partnership ☐  
One-man concern ☐ Joint Venture ☐

**2. INFORMATION TO BE PROVIDED**

(Block letters)

**2.1 If the tenderer is a Company:**

- (a) Affix a certified copy of the Certificate of Incorporation to this page.
- (b) List the Directors.

**2.2 If the tenderer is a Closed Corporation:**

- (a) Affix a certified copy of the Founding Statement to this page.
- (b) List the Members.

**2.3 If the tenderer is a Partnership:**

List the partners.

**2.4 If the tenderer is a One-man concern:**

Provide the full name and ID number of the person.

**2.5 If the tenderer is a Joint Venture:**

- (a) Affix a certified copy of the Founding Statement of each partner of the JV to this page.
- (b) Affix JV agreement.

**3. REGISTERED FOR VAT PURPOSES IN TERMS OF THE VALUE-ADDED TAX ACT, (Act Nr. 89 of 1991) (Make an X in the appropriate space below)**

Yes ☐ / No ☐ Registration nr.: .....

Signature of person authorised to sign the tender: .....

Date: .....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## SBD 4

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

.....

- Identity Number:.....
- Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....  
.....
- Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....  
.....
- Tax Reference Number:  
.....
- VAT Registration Number:  
.....

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;

- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

- If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed :

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

- If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

- If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

- If no, furnish reasons for non-submission of such proof:

.....

.....

.....

- Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

- If so, furnish particulars:

.....

.....

.....

- Do you, or any person connected with the bidder, have **YES / NO**

2.9.1 If so, furnish particulars.

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

[illegible]

--	--	--	--

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

November 2011

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:
-------	-----------------------------

**SBD 8**

### **CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
 FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,  
 ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION  
 PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js365bW

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

## **SBD 9**

6. 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>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

<sup>3</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.

10. 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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2

**SECTION T2.1.7: FORM G: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)**

1. This Standard Bidding Document must form part of all tenders invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The tender of any tenderer will be rejected if that tenderer, or any of its directors have:
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the tender:

Item	Question	Yes	No
4.1	Is the bidder any of its directors listed on the National Treasury's database as a company or persons prohibited from doing business with the public sector? <b>(Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars: ..... ..... ..... .....		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012)3265445)</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars: ..... ..... ..... .....		

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Item	Question	Yes	No
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars: ..... ..... .....		
4.4	Was any contract between the bidder and the Department entity or any other organ of state terminated during the past five years on account of failure to perform on or to comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars: ..... ..... .....		
4.5	Does the bidder or any of its directors owe any Municipal rates and taxes or Municipal charges to the Municipality / Municipal entity, or to any other Municipality / Municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars: ..... ..... .....		

### CERTIFICATION

I, the undersigned (full name) .....  
certify that the information furnished on this declaration form to be true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

.....  
Signature

.....  
Date

.....  
Name of Bidder

.....  
Position of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<b>SECTION T2.1.8: FORM H: CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)</b>
---

1. This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

.....  
(Bid Number and Description)

in response to the invitation for the bid made by:

.....  
(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of ..... that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. 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>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;

<sup>3</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.

.....  
Contractor

.....  
Witness 1

.....  
Witness 2

.....  
Employer

.....  
Witness 1

.....  
Witness 2

- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....  
Signature

.....  
Date

.....  
Name of Bidder

.....  
Position of Bidder

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**SECTION T2.1.9: FORM I: SCHEDULE OF PLANT AND EQUIPMENT**

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

- (a) Details of major equipment that is owned by and immediately available for this contract.  
**Proof of ownership must be attached.**

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

- (b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.  
**Proof of lease agreement must be attached or a letter of intent from a hiring company.**

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signature of person authorised to sign the tender: .....

Date: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION T2.1.10: FORM J: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER**

The tenderer shall list in the spaces provided below the successfully completed projects of similar scope, nature and size in the past 5 years for an amount not less than R 1 000 000.00. This information shall be deemed to be material to the award of this tender.

Employer (Name, Tel No, Fax No)	Consulting Engineer (Name, Tel No, Fax No)	Nature Of Work	Value Of Work	Year Completed
<b>Completed</b>				

Signature of person authorised to sign the tender: .....

Date: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION T2.1.11: FORM K: CERTIFICATE OF TENDERER'S VISIT TO THE SITE**

This is to certify that I, .....

Representative of (Tenderer).....

Of (address) .....

.....

.....

Telephone No: .....

Fax No: .....

Visited and carefully examined the Site on the ..... day of .....20 .....

In the company of (Engineer's representative) .....

Signature (Tenderer's Representative) .....

Signature (Engineer's Representative) .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION T2.1.12: FORM L: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF**

The Tenderer shall, submit the name of all supervisory staff that will be employed to supervise Contract. **Please attach CV**. The Tenderer shall also include an organogram of the project team and the company structure.  
**NB: No points will be awarded if the bidder has not attached CV)**

1. Position	Foreman
Name	
Indicate Years of Experience as a Foreman	
Duties and List of duties as a Foreman	
Currently Employed by Tenderer (Y/N)	
Signature	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**SECTION T2.1.13: FORM M: COMPLIANCE WITH OHSA (ACT 85 OF 1993)**

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations? Yes ☐ / No ☐
2. Who will prepare the Contractor's Health and Safety Plan? (Section T2.2.18 – Form R) (Provide a copy of the person/s curriculum vitae/s or company profile). Yes ☐ / No ☐
3. Does the Contractor have a health and safety policy? (if yes, provide a copy). How is this policy communicated to all employees? Yes ☐ / No ☐  
\_\_\_\_\_
4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept? Yes ☐ / No ☐  
\_\_\_\_\_
5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings? Yes ☐ / No ☐  
\_\_\_\_\_
6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? Yes ☐ / No ☐  
If yes, please explain his duties and provide a copy of his CV.  
\_\_\_\_\_
7. Does the Contractor have trained first aid employees? If yes, indicate, who. Yes ☐ / No ☐  
\_\_\_\_\_
8. Does the Contractor have a safety induction training programme in place? (If yes, provide a copy) Yes ☐ / No ☐

Signature of person authorised to sign the tender: .....

Date: .....

<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Contractor	<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Witness 1	<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Witness 2	<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Employer	<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Witness 1	<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Witness 2
---	--	--	---	--	--

**SECTION T2.1.14: FORM N: CSD SUPPLIER NO AND TAX COMPLIANCE PIN**

Bidders registered on the **National Treasury Central Supplier Database (CSD)** are required to submit their unique **Personal Identification Number (PIN)** issued by SARS in the space provided below as stipulated in Clause F2.28.

Bidders may also submit a **printed TCS** together with the bid.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party **must** submit a separate proof of **TCS / PIN / CSD** number.

Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a **CSD number** must be provided

**Alternatively** the tenderer must submit a valid tax clearance certificate together with the Bid, including Valid Tax Clearance Certificates for the Joint Venture partner/s and Subcontractors proposed.

The certificates may be stapled into the tender document without taking the tender document apart or may be attached in a separate file to the tender document.

**If the documents are not included in the document, the tender will be regarded as being NON-RESPONSIVE.**

**Tenderer/Leading JV Partner**

Name of Company:

CSD Supplier Number: (Master  
Registration Number)

Tax Compliance PIN number:

**JV Partner 1**

Name of Company:

CSD Supplier Number: (Master  
Registration Number)

Tax Compliance PIN number:

**JV Partner 2**

Name of Company:

CSD Supplier Number: (Master  
Registration Number)

Tax Compliance PIN number:

**\*NB: All contractors, even tendering in JV, must be registered with National Treasury Central Supplier Database**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION T2.1.15: FORM O: PRELIMINARY PROGRAMME**

**The Tenderer shall attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of the Tender.**

**Note:** The programme must be based on the completion time as specified in the Contract Data. (No points will be awarded to the bidder if a detailed program is not attached)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**SECTION T2.1.16: FORM P: ESTIMATED MONTHLY EXPENDITURE**

The tenderer shall, in the table below, state the estimated cash flow on the contract based on his preliminary programme, his tendered unit rates and his submission of payment certificates to the Employer. Amounts for Contract Price Adjustment shall not be included.

[illegible]

From what sources will you fund the above amount (e.g. funds internally available, bank overdraft, loan, partner (his source), etc.)

.....

.....

.....

Signature of person authorised to sign the tender: .....

Date: .....

Contractor      Witness 1      Witness 2      Employer      Witness 1      Witness 2

[illegible]

81



Supplier Account Details															
(Please note that this account MUST be in the name of the supplier. No 3rd party payments allowed).															
Account Name	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>														
Account Number	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>														
Branch Name	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>														
Branch Number	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>														
Account Type	<div style="display: flex; align-items: flex-start;"> <div style="width: 20px; border: 1px solid black; margin-right: 5px;"></div> <div style="margin-bottom: 5px;">Cheque Account</div> <div style="width: 20px; border: 1px solid black; margin-right: 5px;"></div> <div style="margin-bottom: 5px;">Savings Account</div> <div style="width: 20px; border: 1px solid black; margin-right: 5px;"></div> <div style="margin-bottom: 5px;">Transmission Account</div> <div style="width: 20px; border: 1px solid black; margin-right: 5px;"></div> <div style="margin-bottom: 5px;">Bond Account</div> <div style="width: 20px; border: 1px solid black; margin-right: 5px;"></div> <div style="margin-bottom: 5px;">Other (Please Specify)</div> <div style="border: 1px solid black; flex-grow: 1; min-height: 20px;"></div> </div>														
ID Number	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>														
Passport Number	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>														
Company Registration Number	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>														
*CC Registration	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>														
<b>*Please include CC/CK where applicable</b>															
Practise Number	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>														
<b>Bank stamp</b> It is hereby confirmed that this details have been verified against the following screens <b>ABSA-CIF screen</b> <b>FNB-Hogans system on the CIS4</b> <b>STD Bank-Look-up-screen</b> <b>Nedbank- Banking Platform under the Client Details Tab</b>															
<p style="color: red; font-weight: bold;">When the bank stamps this entity maintenance form they confirm that all the information completed by the entity is correct.</p>															
Contact Details															
Business	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>														
Home	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>														
Fax	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>														
Cell	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>														
Email Address	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>														
Contact Person:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; height: 40px;"></td> <td style="width: 50%; height: 40px;"></td> </tr> <tr> <td>Supplier Signature</td> <td>Regional Office Sender</td> </tr> <tr> <td style="height: 40px;"></td> <td style="height: 40px;"></td> </tr> <tr> <td>Print Name</td> <td>Print Name</td> </tr> <tr> <td style="height: 40px;"></td> <td style="height: 40px;"></td> </tr> <tr> <td colspan="2" style="text-align: center;">Rank</td> </tr> <tr> <td colspan="2" style="text-align: center;"> <div style="display: flex; justify-content: space-between;"> <div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;">/</div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;">/</div> </div> <div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;">/</div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;">/</div> </div> </div> </td> </tr> </table>				Supplier Signature	Regional Office Sender			Print Name	Print Name			Rank		<div style="display: flex; justify-content: space-between;"> <div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;">/</div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;">/</div> </div> <div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;">/</div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;">/</div> </div> </div>	
Supplier Signature	Regional Office Sender														
Print Name	Print Name														
Rank															
<div style="display: flex; justify-content: space-between;"> <div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;">/</div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;">/</div> </div> <div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;">/</div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;">/</div> </div> </div>															
<p style="font-weight: bold;">PLEASE RETURN TO THE RELEVANT REGIONAL OFFICE THAT SUPPLIED THE FORM OR THE FOLLOWING ADDRESS:</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>															

**NB: All relevant fields must be completed**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**SECTION T2.1.19: FORM T: COMPENSATION FOR OCCUPATIONAL INJURIES  
AND DISEASES ACT ( COIDA)**

*Please attach Compensation for Occupational Injuries and Diseases Act (COIDA) to this page*

**Evidence of registration and proof of good standing** with a compensation insurer who is approved by the Department of Labour in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act (Act No 130 of 1993) (COID) **MUST be attached** to this returnable schedule.

**Note to Tenderer:**

**In the event of the Tenderer being a joint venture/consortium, the details of the individual members must also be provided.**

SIGNED ON BEHALF OF THE TENDERER:.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION T2.1.20: FORM U: DECLARATION CERTIFICATE FOR LOCAL LABOUR PARTICIPATION**

**1. Definitions**

**1.1 Targeted Labour**

Individuals, employed by the contractor in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area

**1.2 Target Group**

For this project the contract does not specify the target group based on gender, age or disability. However, specifically excluded from the Target Group is the contractor's own staff unless such staff are also from the Target Area.

**1.3 Target Area**

For this project, the target area is defined as Ratanang, Jacobsdal, In the Free State Province.

**1.4 Labour Maximisation**

Labour maximisation shall contribute a minimum of 10%.

**2. Conditions associated with the granting of preferences**

The tenderer, undertakes to:

- 1) engage one or more targeted labour in accordance with the provisions of the SANS 1914-4 as varied in section 3 hereunder;
- 2) accept the sanctions set out in Section 2 below, should such conditions be breached;
- 3) complete the Targeted Labour (CPG) calculation form contained in Section 5 below; and
- 4) complete the Supporting Contract Participation Goal Calculation contained in Section 6 below.

**3. Variation to the targeted construction procurement specification SANS 1914-4**

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-4 the requirements of the variations shall prevail

Calculations shall be based as a % of targeted labour costs of the Tender Sum (excluding VAT) and not calculated in accordance with methods 1 or 2 in Annexure A of SANS 1914-4.

**4. Sanctions**

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = \frac{0,50 \times (D - D_0) \times N_A}{(100)}$$

Where D = tendered Contract Participation Goal percentage.

D<sub>0</sub> = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.

N<sub>A</sub> = Net Amount (Actual contract expenditure, excluding VAT)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

P = Rand value of penalty payable

### Tender Contract Participation Goal in respect of targeted labour

I/We hereby tender a Contract Participation Goal of .....% in compliance with the Employer's Socio-Economic Requirements.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm or sole proprietor confirms that he/she understands the conditions under which such preferences are granted.

Signature: .....

Name: .....

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

Telephone: .....

Fax: .....

### 5. Supporting Targeted Labour (CPG) calculation

TYPE OF TARGETED LABOUR	TOTAL ESTIMATED WORKING HOURS	RATE	TOTAL ESTIMATED WAGE COST
Permanent labour*			
Temporary labour			
SMME labour			
		<b>Total</b>	

\*Note: A tenderer may only claim permanent staff as eligible for preference points if said staff are also from the Target Area. Permanent staff are considered to be those who have been continuously employed by the tenderer for at least three months prior to the commencement of this project.

SIGNED ON BEHALF OF THE TENDERER:.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION T2.1.21: FORM V: COMPULSORY ENTERPRISE QUESTIONNAIRE**

**FORM X : Annex L**

(normative)  
**Compulsory Enterprise questionnaire**

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: cidb registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: The attached SBD4 must be completed for each tender and be attached as a tender requirement.**

**Section 7: The attached SBD 6 must be completed for each tender and be attached as a requirement.**

**Section 8: The attached SBD8 must be completed for each tender and be attached as a requirement.**

**Section 9: The attached SBD9 must be completed for each tender and be attached as a requirement.**

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

Signed

Date

Name

Position

Enterprise Name

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Private Bag X84, PRETORIA, 0001, the dti Campus, 77 Meintjies Street, Sunnyside, 0002, Tel: (012) 394 0000  
the dti Customer Contact Centre local: 0861 843 384 International: +27 12 394 9500, www.thedti.gov.za

## Guidance Document for the Calculation of Local Content

### 1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

### 2. GENERAL

#### 2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011

Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
  - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
  - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
  - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted. If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

#### NOTE:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Annexure A is a note to the purchaser in SATS 1286:2011; and Annexure B is the Local Content Declaration IN SATS 1286:2011.

## 2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

## 2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content. Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

### 2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor(i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content." 2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer :When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

### 2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in

Annexure D.

### 2.3.2. Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

## ANNEXURE C

### 3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule

*Note: The paragraph numbers correspond to the numbers in Annexure C.*

#### C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

#### C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

#### C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

#### C4. Tender Authority

Supply the name of the tender authority.

#### C5. Tendering Entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

#### C6. Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

#### C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

#### C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

### List of items

Provide a list of the item(s) corresponding with the tender item number. This may be a short description or a brand name.

### Calculation of local content

#### C10. Tender price

Provide the unit tender price of each item excluding VAT.

#### C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

#### C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

#### C13. Imported value

Provide the ZAR value of the items' imported content.

#### C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

#### C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

### Tender Summary

#### C16. Tender quantity

Provide the tender quantity for each item number as per the tender specification.

#### C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

### Total exempted imported content

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

### **C19. Total imported content**

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

### **C20. Total tender value**

Total tender value is the sum of the values in column C17.

### **C21. Total exempted imported content**

Total exempted imported content is the sum of the values in column

C18. This value must correspond with the value of D19 on Annexure D.

### **C22. Total tender value net of exempted imported content**

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

### **C23. Total imported content**

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

### **C24. Total local content**

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

### **C25. Average local content percentage of tender**

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

## **ANNEXURE D**

### **4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”**

*Note: The paragraph numbers correspond to the numbers in Annexure D.*

#### **D1. Tender number**

Supply the tender number that is specified on the specific tender documentation.

#### **D2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

#### **D3. Designated products**

Supply the details of the products that are designated in terms of this tender (i.e. buses).

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

#### **D4. Tender authority**

Supply the name of the tender authority.

#### **D5. Tendering entity name**

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

#### **D6. Tender exchange rate**

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

#### **Table A. Exempted Imported Content**

#### **D7. Tender item number**

Provide the tender item number(s) of the product(s) that have imported content.

#### **D8. Description of imported content**

Provide a list of the exempted imported product(s), if any, as specified in the tender.

#### **D9. Local supplier**

Provide the name of the local supplier(s) supplying the imported product(s).

#### **D10. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

#### **D11. Imported value as per commercial invoice**

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

#### **D12. Tender exchange rate**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

#### **D13. Local value of imports**

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate(D12) disclosed in the tender documentation.

#### **D14. Freight costs to port of entry**

Provide the freight costs to the South African Port of the exempted imported item.

#### **D15. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

#### **D16. Total landed costs excl VAT**

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

#### **D17. Tender quantity**

Provide the tender quantity of the exempted imported products as per the tender specification.

#### **D18. Exempted imported value**

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

#### **D19. Total exempted imported value**

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

#### **Table B. Imported Directly By Tenderer**

##### **D20. Tender item numbers**

Provide the tender item number(s) of the product(s) that have imported content.

##### **D21. Description of imported content:**

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

##### **D22. Unit of measure**

Provide the unit of measure for the product(s) imported directly by the tenderer.

##### **D23. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

##### **D24. Imported value as per commercial Invoice**

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

##### **D25. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

##### **D26. Local value of imports**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

**D27. Freight costs to port of entry**

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

**D28. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

**D29. Total landed costs excl VAT**

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

**D30. Tender quantity**

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

**D31. Total imported value**

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

**D32. Total imported value by tenderer**

The total value of imports by the tenderer is the sum of the values in column D31.

**Table C. Imported by Third Party and Supplied to the Tenderer**

**D33. Description of imported content**

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

**D34. Unit of measure**

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

**D35. Local supplier**

Provide the name of the local supplier(s) supplying the imported product(s).

**D36. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the imported products.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**D37. Imported value as per commercial invoice**

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

**D38. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D39. Local value of imports**

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

**D40. Freight costs to port of entry**

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

**D41. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

**D42. Total landed costs excluding VAT**

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

**D43. Quantity imported**

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

**D44. Total imported value**

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

**D45. Total imported value by third party**

The total imported value from the third party is the sum of the values in column D44.

**Table D. Other Foreign Currency Payments**

**D46. Type of payment**

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

**D47. Local supplier making the payment**

Provide the name of the local supplier making the payment.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**D48. Overseas beneficiary**

Provide the name of the overseas beneficiary.

**D49. Foreign currency value paid**

Provide the value of the listed payment(s) in their foreign currency.

**D50. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D51. Local value of payments**

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

**D52. Total of foreign currency payments declared by tenderer and/or third party**

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

**D53. Total of imported content and foreign currency payment**

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

**5. ANNEXURE E**

**5.1. Guidelines to completing Annexure E: “Local Content Declaration-Supporting Schedule to Annexure C”**

*The paragraph numbers correspond to the numbers in Annexure E*

**E1. Tender number**

Supply the tender number that is specified on the specific tender documentation.

**E2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

**E3. Designated products**

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

#### **E4. Tender authority**

Supply the name of the tender authority.

#### **E5. Tendering entity name**

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

#### **Local Goods, Services and Works**

#### **E6. Description of items purchased**

Provide a description of the items purchased locally in the space provided.

#### **E7. Local supplier**

Provide the name of the local supplier that corresponds to the item listed in column E6.

#### **E8. Value**

Provide the total value of the item purchased in column E6.

#### **E9. Total local products (Goods, Services and Works)**

Total local products (goods, services and works) is the sum of the values in E8.

#### **E10. Manpower costs:**

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

#### **E11. Factory overheads:**

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

#### **E12. Administration overheads and mark-up:**

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

#### **E13. Total local content:**

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**SECTION T2.1.22: FORM W: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD 6.2)**

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

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

**1. General Conditions**

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

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Description of services, works or goods

Stipulated minimum threshold

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>	<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<b>Electrical Cables :</b>		<b>Construction Materials:</b>	
• Low Voltage	90%	• Ceilings	100%
• Medium and High Voltage	90%	• Roof Coverings & Insulation	100%
<b>Fencing :</b>			
• Clearvu Fencing	100%		

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

(Tick applicable box)

YES		NO	
-----	--	----	--

**3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.**

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

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

**IN RESPECT OF BID NO.** .....

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

.....  
NB

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

.....  
Contractor

.....  
Witness 1

.....  
Witness 2

.....  
Employer

.....  
Witness 1

.....  
Witness 2

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

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

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

## Example

SATS 1286.2011

Annex C
CASE STUDY ONE

Local Content Declaration - Summary Schedule

(C1) Tender No. GP 100010

(C2) Tender description: Office Desks and Chairs

(C3) Designated product(s): Office Furniture

(C4) Tender Authority: Gauteng Purchasing Department

(C5) Tendering Entity name: Rainbow Office Furniture

(C6) Tender Exchange Rate: USD R 9.00    EU R 12.00    GBP R 14.00

(C7) Specified local content % 85%

**Note: VAT to be excluded from all calculations**

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value per unit	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total imported content
				(C10-C11)	(Annexure D M31+P50+P60)	(C12-C13)	C14/C12		(C10x C16)	Annex D D18	Annex D
(C1)	(C2)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
GP 100011	Melamine Office Desks with Drawers	R 12 000	R 0	R 12 000	R 0	R 12 000	100%	100	R 1 200 000	R 0	R 1 200 000
GP 100012	Office desk with drawers on timber top with steel frame	R 15 000.00	R 1 650.00	R 13 350.00	R 1 232.00	R 12 118.00	91%	50	R 750 000	R 82 500	R 116 850
GP 100013	Side upholstered chair - Sleigh base with arms	R 10 450.00	R 2 170.00	R 8 280.00	R 2 617.00	R 5 663.00	68%	100	R 1 045 000	R 217 000	R 261 700
GP 100014	Highback upholstered chair with arms on 5 star base	R 12 200.00	R 2 720.00	R 9 480.00	R 2 537.00	R 6 943.00	73%	50	R 610 000	R 231 000	R 31 950
								(C20) Total tender value: R 3 609 000			
								(C21) Total Exempt imported content: R 530 500			
								(C22) Total Tender value net of exempt imported content (C20-C21): R 3 078 500			
								(C23) Total Imported content: R 533 700			
								(C24) Total local content (C22-C23): R 2 544 800			
								(C25) Average local content % of tender (C24/C22): 82.54%			

Signature of tenderer from Annex B \_\_\_\_\_

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

Contractor
Witness 1
Witness 2
Employer
Witness 1
Witness 2

# Example

Annex D

RAINBOW CASE STUDY ONE

SARS 1288.3011

Imported Content Declaration - Supporting Schedule to Annex C

**Tender No.:** GP 100010

**Tender Description:** Office Desks and Chairs

**Designated Products:** Office Furniture

**Tender Authority:** Gauteng Purchasing Department

**Importing Entity Name:** Rainbow Office Furniture

**Tender Exchange Rate:** USD R 9.00

Local VAT to be included from all calculations

EU R 12.00 GBP R 14.00

**A. Exempted Imported content**

Tender Item no's	Description of Imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
				(D1)	(D2)	(D3)	(D4)	(D5)	(D6)
GP 100012	Primary Steel	Acceptor Metal	Acceptor - USA	\$400	R 9.00	R 3600	R 300	R 550	R 4450
GP 100013	Primary Steel	Acceptor Metal	United Steel USA	\$150	R 9.00	R 1350	R 400	R 400	R 2150
GP 100014	Primary Steel	Acceptor Metal	Africa Ltd	\$150.00	R 12.00	R 1800	R 150	R 570	R 2520
GP 100014	3 star base	Each	Base Specialist - Germany	€80.00	R 12.00	R 960	R 460	R 480	R 1900
									<b>(D6)</b> Total landed cost of imported values
									R 5300

**B. Imported directly by the Tenderer**

Tender Item no's	Description of Imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
				(D7)	(D8)	(D9)	(D10)	(D11)	(D12)
GP 100011	Melamine	Each	MM Melamine USA	\$35	R 9.00	R 315	R 120	R 250	R 685
GP 100012	Timber Top	Each	Timber City - Germany	€75.00	R 12.00	R 900	R 300	R 300	R 1500
GP 100013	Slipfit Base	Each	Timber Top - USA	\$100	R 9.00	R 900	R 420	R 660	R 1980
									<b>(D12)</b> Total imported value by tenderer
									R 34350

**C. Imported by a 3rd party and supplied to the Tenderer**

Description of Imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
				(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
Sheet steel	Each	Acceptor SA	Acceptor Belgium	€75.00	R 12.00	R 900	R 350	R 50	R 1300
Wings	each	Rainbow SA	Wings GB	£2.50	R 14.00	R 35	R 10	R 5	R 50
Other - nuts and bolts	each	Mac Beer	TTC - US	value too small to report					
									<b>(D18)</b> Total imported value by 3rd party
									R 17200

**D. Other foreign currency payments**

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
		(D19)	(D20)	(D21)
Royalty payment for use of patent	Rainbow Office Furniture	Obas USA	\$800	R 9.00
Annual license fees - pre-vised	Rainbow Office Furniture	MB - Germany	€1000.00	R 12.00
				<b>(D21)</b> Total of foreign currency payments declared by tenderer and/or 3rd party
				R 19200

**Signature of Tenderer from Annex B**

Date:

**Summary**

Quantity Imported	Total Imported value
(D19)	(D22)
100	R 18500
50	R 85000
100	R 38000
<b>(D22) Total of foreign currency payments declared by tenderer and/or 3rd party</b>	
<b>(D22) Appointed net value</b>	
R 533700	

**Summary of payments**

Local value of payments
(D23)
R 7200
R 12000
R 19200
R 64
<b>(D23) Total of imported content &amp; foreign currency payments - (D22) &amp; (D21) above</b>
<b>R 533700</b>

This total must correspond with Annex C - C23

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(E1)	<b>Tender No.</b>	GP 100010
(E2)	<b>Tender description:</b>	Office Desks and Chairs
(E3)	<b>Designated products:</b>	Office Furniture
(E4)	<b>Tender Authority:</b>	Gauteng Purchasing Department
(E5)	<b>Tendering Entity name:</b>	Rainbow Office Furniture

[illegible]

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>	<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<b>Electrical Cables :</b>		<b>Construction Materials:</b>	
• Low Voltage	90%		100%
• Medium and High Voltage	90%	• Roof Coverings & Insulation	100%
		•	
<b>Fencing :</b>		•	
• Clearvu Fencing	100%	•	

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# Roof Covering & Sisalation, Waterproofing and Fencing Products and Components – Annex D

Roof coverings & Sisalation (100%)

Waterproofing to concrete slabs (100%)

Fencing (100%)

Refer to item in the BOQ SECTION 2 BILL 3, Item : 1 and 2

Refer to item in the BOQ SECTION 3 BILL 2, Item : 1

Refer to item in the BOQ SECTION 5 BILL 3, Item : 1

## Annex D

### Imported Content Declaration – Supporting Schedule to Annex C

(D1)	Tender No.	
(D1)	Tender Description:	
(D1)	Designated product(s)	
(D1)	Tender Authority:	
(D1)	Tendering Entity name:	
(D1)	Tender Exchange Rate:	

Pula  EU  GBP

#### A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender Item No's	Description of Imported content	Local Supplier	Overseas Supplier	Foreign currency values as per Commercial Invoice	Tender Exchange Rate	Local value of Imports	Freight costs to port of entry	All locally Incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted Imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											R 0
										This total must correspond with Annex C – C21	

#### B. Imported directly by the tenderer

				Calculation of imported content						Summary	
Tender Item No's	Description of Imported content	Unit of measure	Overseas Supplier	Foreign currency values as per Commercial Invoice	Tender Rate Of Exchange	Local value of Imports	Freight costs to port of entry	All locally Incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total Imported Value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

Contractor
  Witness 1
  Witness 2
  Employer
  Witness 1
  Witness 2

SATS 1286.2011

## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

**Note:** VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) **Total local content** R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2





## Electrical Products and Components – Annex D

Electrical Installation (100%)

Refer to item in the BOQ SECTION 6 BILL 1, Item : 1 - 11

### Annex D

#### Imported Content Declaration – Supporting Schedule to Annex C

(D1) Tender No. \_\_\_\_\_  
(D1) Tender Description: \_\_\_\_\_  
(D1) Designated product(s) \_\_\_\_\_  
(D1) Tender Authority: \_\_\_\_\_  
(D1) Tendering Entity name: \_\_\_\_\_  
(D1) Tender Exchange Rate: \_\_\_\_\_

Pula

EU

GBP

#### A. Exempted imported content

				Calculation of imported content						Summary	
Tender Item No's	Description of Imported content	Local Supplier	Overseas Supplier	Foreign currency values as per Commercial Invoice	Tender Exchange Rate	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted Imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	

This total must correspond with Annex C – C21

#### B. Imported directly by the tenderer

				Calculation of imported content						Summary	
Tender Item No's	Description of Imported content	Unit of measure	Overseas Supplier	Foreign currency values as per Commercial Invoice	Tender Rate Of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total Imported Value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

## Electrical Products and Components – Annex D

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

**Note:** VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10)	<b>Manpower costs</b>	(Tenderer's manpower cost)	R 0
(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)	R 0
	(E13) Total local content		R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT**

**CONTRACT NO: DALRRD-RID-FS001(2022/2023)**

**APPOINTMENT OF A CONTRACTOR FOR REPAIRS TO STORM  
DAMAGED ROOF AT JACOBSDAL RECREATIONAL CENTRE  
UNDER THE DEPARTMENT AGRICULTURE, LAND REFORM AND  
RURAL DEVELOPMENT: FREE STATE PROVINCE**

**THE CONTRACT**

<b>PART C1</b>	<b>AGREEMENT AND CONTRACT DATA.....</b>	<b>C1.1 – C1.18</b>
<b>PART C2</b>	<b>PRICING DATA .....</b>	<b>C2.1 – C2.9</b>
<b>PART C3</b>	<b>SCOPE OF WORKS.....</b>	<b>C3.1 – C3.46</b>
<b>PART C4</b>	<b>SITE INFORMATION.....</b>	<b>C4.1 – C4.3</b>
<b>PART C5</b>	<b>ANNEXURES .....</b>	<b>C5.1 – C5.36</b>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## PART C1: AGREEMENTS AND CONTRACT DATA

### INDEX

<b>Section</b>	<b>Description</b>	<b>Page No</b>
C1.1	FORM OF OFFER AND ACCEPTANCE.....	C1.1.1
C1.2	CONTRACT DATA.....	C1.2.1
C1.3	FORM OF GUARANTEE.....	C1.3.1
C1.4	OCCUPATIONAL HEALTH AND SAFETY AGREEMENT.....	C1.4.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## C1.1 FORM OF OFFER AND ACCEPTANCE

### FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

#### OFFER

## APPOINTMENT OF A CONTRACTOR FOR REPAIRS TO STORM DAMAGED ROOF AT JACOBSDAL RECREATIONAL CENTRE UNDER THE DEPARTMENT AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: FREE STATE PROVINCE

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the Bidder, deemed to be duly authorised, signing this apart of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

#### THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

---

Rand [in words]: R [in figures]

*(Should there be a discrepancy between the amount in words and the amount in figures then the amount in figures shall govern.)*

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

#### FOR THE TENDERER:

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

Name and Signature  
Of Witness

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## ACCEPTANCE

### APPOINTMENT OF A CONTRACTOR FOR REPAIRS TO STORM DAMAGED ROOF AT JACOBSDAL RECREATIONAL CENTRE UNDER THE DEPARTMENT AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: FREE STATE PROVINCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the, Conditions of Contract identified in the Contract Data. Acceptance of the Bidder's Offer shall form an agreement, between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the, Contract that is the subject of this Agreement.

The terms of the contract, are contained in

Section 1.1 (which includes this Agreement)

Section 1.2 (which includes this Agreement)

Section 2 Form of Bid

And drawings and documents or parts thereof, which may be incorporated by reference into Section 1 to Section 7 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the, Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date of the acceptance of the Tenderer's Offer.. Unless the Bidder (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement

#### FOR THE EMPLOYER:

Signature(s)

Name(s)

Capacity

Department of Agriculture Land Reform and Rural Development  
136 Charlotte Maxeke Street  
Bloemfontein  
9300

Name and Signature  
Of Witness

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the bid documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

<b>1</b>	<b>Subject</b> _____
	Details _____
<b>2</b>	<b>Subject</b> _____
	Details _____
<b>3</b>	<b>Subject</b> _____
	Details _____
<b>4</b>	<b>Subject</b> _____
	Details _____
<b>5</b>	<b>Subject</b> _____
	Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**FOR THE TENDERER:**

Signature(s)

Name(s)

Capacity

\_\_\_\_\_  
(Name and address of organisation)

Name and Signature  
Of Witness

Date

**FOR THE EMPLOYER:**

Signature(s)

Name(s)

Capacity

Department of Agriculture Land Reform and Rural Development  
136 Charlotte Maxeke Street  
Bloemfontein  
9300

Name and Signature  
Of Witness

Date

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

## C1.2 CONTRACT DATA

### C1.2.1 THE JOINT BUILDING CONTRACTS COMMITTEE

The Conditions of Contract are the **JBCC Series 2000 Principal Building Agreement (March 2014 edition 6.1)** published by the Joint Building Contract Committee.

Copies of these documents may be obtained from the **Association of South African Quantity Surveyors** (011-315 4140), the **Master Builders Association** (011-205 9000), the **South African Association of Consulting Engineers** (011-463 2022) or the **South African Institute of Architects** (011-486 0684).

### C1.2.2 CHANGES TO THE JBCC PRINCIPAL AGREEMENT

The tenderer attention is drawn to the Bill 1 of the Bills of Quantities. **The amendments contained herein or in the single referenced Annexure (as per the signed Contract Data) constitute the only amendments to the standard JBCC Agreement that will apply. No other amendments shall be of any force or effect.**

All Errata issued by the JBCC is listed in the Bills of Quantities and not listed below. Should there be any discrepancy between the clause amendments below and Bill 1, Bill 1 will take precedence.

#### Clause 1.0: Definitions

Clause	Data
1.1	<p>The definition of <b>agreement</b> is replaced with the following definition :</p> <p><b>"AGREEMENT</b> : The <b>JBCC</b> Principal Building Agreement, the completed <b>JBCC</b> PBA contract data, the <b>contract drawings</b>, the <b>priced documents</b> and any other documents reduced to writing and signed by the <b>parties</b>"</p> <p><b>NAME OF EMPLOYER:</b> Department of Rural Development and Land Reform.</p>
1.3	<p>Add the following new clause: "1.3"</p> <p>The tender documents have been drafted in English. The contract arising from the invitation of tender shall be interpreted and construed in English.</p>

#### Clause 2.0: Law, Regulations and Notice

2.1	<p>Without limiting the generality of the provisions of clause 2.0, the <b>contractor's</b> attention is drawn to the provisions of Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the <b>employer</b> shall prepare a documented health and safety specification for the <b>works</b> (a copy of the relevant specification is attached) and that the <b>employer</b> shall ensure that the <b>contractor</b> has made provision for the cost of health and safety measures during the execution of the <b>works</b>. The <b>contractor</b> shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification [2.1]</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. Co-operate with the health and safety consultant in all respects</li></ol>
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### Clause 3.0: Offer and Acceptance

	No change from Principal Building Agreement
--	---

### Clause 4.0: Assignment and Cession

	No change from Principal Building Agreement
--	---

### Clause 5.0: Contract Documents

Clause	Data
5.1	Add the following to the clause: The original signed set of <b>contract documents</b> is to be held by the <b>Employer</b> .

### Clause 6.0: Employer's Agent

6.2	<b>Delegated authority</b>  The authority of the principal agent to issue contract instructions and perform duties for specific aspects of the works is delegated to agents as follows [6.2]:  This delegated authority will be defined in writing when the site is handed over to the contractor.
-----	--

### Clause 7.0: Design Responsibility

	No change from Principal Building Agreement
--	---

### Clause 8.0: Works Risk

	No change from Principal Building Agreement
--	---

### Clause 9.0: Indemnities

	No change from Principal Building Agreement
--	---

### Clause 10.0: Insurances

Clause	Data
10.1.2	Add the following to the clause: The Contractor will affect Contract Works Insurance to be limited to, the Tender amount including VAT plus 20%, and Public Liability to be limited to <b>R2 000 000.00</b> under the contract. The contractor must ensure that any damage to the existing building (e.g. structural) be included in his Public Liability insurance.  The Employer will not provide for any insurance as it will be provided for by the Contractor.

### Clause 11.0: Security

	No change from Principal Building Agreement
--	---

### Clause 12.0: Duties of the Parties

12.1.1 12.1.2 to 12.1.6 and 12.2.18	The employer shall provide a guarantee for payment <b>Provisions of clauses 12.1.2 to 12.1.6 and 12.2.18</b> Refer to the <b>contract data</b> , the Preliminaries document and "Section B : Preliminaries" of this Bill No. 1 with reference to the provisions of clauses 12.1.2 to 12.1.6 and 12.2.18 of the <b>JBCC</b> Principal Building Agreement
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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

### Clause 13.0: Setting Out

	No change from Principal Building Agreement
--	---

### Clause 14.0: Nominated Subcontractors

	No change from Principal Building Agreement
--	---

### Clause 15.0: Selected Subcontractors

	No change from Principal Building Agreement
--	---

### Clause 16.0: Direct Contractors

16.1	<p><b>Attendance on direct contractors</b></p> <p>In respect of <b>direct contractors</b> the <b>contractor</b> shall:</p> <ol style="list-style-type: none"> <li>1. Designate an area for the <b>direct contractor</b> to establish a temporary office and workshop and storage of equipment and materials</li> <li>2. Allow the use of personnel welfare facilities, where provided</li> <li>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</li> <li>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]</li> </ol>
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### Clause 17.0: Contract Instructions

	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>
--	---

### Clause 18.0: Interim Completion

	No change from Principal Building Agreement
--	---

### Clause 19.0: Practical Completion

	<p>Add the following to the clauses:</p> <p><b>"The time to achieve practical completion is Four (4) months"</b></p>
--	--

### Clause 20.0: Sectional Completion

	No change from Principal Building Agreement
--	---

### Clause 21.0: Defects Liability Period and Final Completion

	12 months
--	-----------

### Clause 22.0: Latent Defects Liability Period

	No change from Principal Building Agreement
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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

### Clause 23.0: Revision of the Date for Practical Completion

Clause	Data
17.1.8, 23.1 & 2	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]

### Clause 24.0: Penalty for Late or No-Completion

Clause	Data
	<p>Add the following to the clause:</p> <p>It is therefore the contractor's responsibility to ensure that Practical Completion is achieved by the due date, failing which penalties per calendar day which the contractor falls behind, will be charged until such time that works are completed in full.</p> <p>The penalty for failing to complete the Works is: R2000.00 per calendar day.</p>

### Clause 25.0: Payment

Clause	Data
25.7	<p>Replace clause 25.7 with the following:</p> <p>The Employer shall pay the Contractor the amount certified within <b>30 (thirty) calendar days</b> from the date of receipt of the Contractor's original VAT Invoice in support of payment certificate at the Physical address of the Employer.</p> <p>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</p>

### Clause 26.0: Adjustment of the Contractor Value and Final Account

Clause	Data
26.1	<p><b>Add the following to the existing clause</b></p> <p><b>Any Contract Variations</b> with a financial implication must be approved by the Department in line with the Departmental Approved Supply Chain Management Delegation of Authority.</p>
26.6	<p><b>Contingencies:</b> Contingencies are under the sole control of the Department and upon approval in line with the Departmental Approved Supply Chain Management Delegation of Authority.</p> <p><b>Add the following to the existing clause</b></p> <p>The <b>contractor</b> shall review, assess and adjudicate any claims received by him from any <b>subcontractor</b> and thereafter submit same to the <b>principal agent</b> with a recommendation in order to assist the <b>principal agent</b> in adjudicating the claim [26.6]</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### Clause 27.0: Recovery of Expense and/or Loss

	No change from Principal Building Agreement
--	---

### Clause 28.0: Suspension by the Contractor

	No change from Principal Building Agreement
--	---

### Clause 29.0: Termination

	No change from Principal Building Agreement
--	---

### Clause 30.0: Dispute Resolution

	No change from Principal Building Agreement
--	---

## AGREEMENT

The second sentence of the introduction where the parties sign the agreement, namely "Any provision in this agreement..... acceptance by such subcontractor at any time." is deemed to be deleted

The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties

## CONTRACT DATA

### Payment of preliminaries

Where Option B is applicable and the initial **construction period** is extended the monthly charge shall be recalculated on the same basis as was initially applied but taking into account the revised **construction period** and the amounts already paid to the **contractor** [CD26.0]

### Adjustment of preliminaries

Where the adjustment of **preliminaries** is in terms of Option A, the **construction period** and the initial **construction period** shall be calculated in **working days** [CD 26.0]

Where the adjustment of **preliminaries** is in terms of Option A and sectional completion is required, the **contractor** shall provide the **principal agent** with the division of the categorised amounts into **sections**. Should the **contractor** fail to provide such information within the period stipulated, the categorised amounts shall be prorated to the value of each **section** [CD 26.0]

Where the adjustment of **preliminaries** is required in terms of Option B and sectional completion is required, the **contractor** shall provide the **principal agent** with details of the resources required for each **section** and those that are common to **sections**. Should the **contractor** fail to provide such information

within the period stipulated, Option A shall apply [CD 26.0]

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## C1.2.1 TENDER INFORMATION

CLAUSE	DATA PROVIDED BY THE EMPLOYER
A1	<p><b><u>Project name</u></b></p> <p><b>APPOINTMENT OF A CONTRACTOR FOR REPAIRS TO STORM DAMAGED ROOF AT JACOBSDAL RECREATIONAL CENTRE UNDER THE DEPARTMENT AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: FREE STATE PROVINCE</b></p>
A2	<p><b><u>Works description</u></b></p> <p><b>1 STORM ROOF DAMAGE REPAIR</b></p> <ul style="list-style-type: none"> <li>• Removal/replacement of existing roof</li> <li>• Painting</li> <li>• Repairs to plaster works</li> <li>• New vinyl floor coverings</li> <li>• Remove/replace ceilings</li> <li>• Remove/replace meranti skirtings</li> <li>• Waterproofing to existing concrete slab</li> <li>• Cleaning of downpipes feeding JoJo tanks</li> </ul>
A3	<p><b><u>Site Description</u></b></p> <p>Erf No/Township: <b>Jacobsdal Recreation Facility, Free State</b></p> <p>Local authority: <b>Letsemeng Municipality</b></p> <p>Street address: <b>The GPS coordinates of the site is, -29,118160, 24,760061</b></p>
A4	<p><b><u>Employer:</u></b> DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT</p> <p>Postal address: Private Bag X 20546 BLOEMFONTEIN 9300</p> <p>Physical address: 136 Charlotte Maxeke Street BLOEMFONTEIN 9300</p> <p>Telephone no: 051 400 4200</p> <p>Facsimile no: 086 536 6113</p> <p>E-mail: Sibongile.Mankahla@dalrrd.gov.za</p>
A5	<p><b><u>Project Manager:</u></b> Mrs Sibongile Mankahla</p> <p>Postal address: Private Bag X 20546 BLOEMFONTEIN 9300</p> <p>Telephone no: 071 331 6342</p> <p>E-mail: <a href="mailto:sibongile.mankahla@dalrrd.gov.za">sibongile.mankahla@dalrrd.gov.za</a></p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A6	<p><u>Principle Agent:</u> Durapi</p> <p>Physical address: 136 Charlotte Maxeke Bloemfontein 9300</p> <p>Tel No: 051 400 4200</p> <p>E-mail: sibongile.mankahla@dalrrd.gov.za Cell : 071 331 6342</p>
----	---

### C1.2.2 Applicable Contract Data

CLAUSE	DATA PROVIDED BY THE EMPLOYER
B2	<p><u>Law, regulations and notices</u></p> <p>Law of the country applicable to the project: <b>South Africa</b></p>
B5	<p><u>Contract documents</u></p> <p>The original signed set of contract documents is to be held by the Employer.</p> <p><u>Priced document</u></p> <p>A <b>Priced bills of quantities (BoQ)</b> will apply</p>
B10	<p><u>Insurances</u></p> <p>The Contractor will affect Contract Works Insurance to be limited to, the Tender amount including VAT plus 20%, and Public Liability to be limited to <b>R2 000 000</b> under the contract. The contractor must ensure that any damage to the existing building (e.g. structural) be included in his Public Liability insurance.</p>
B11	<p><u>Security</u></p> <p>The contractor shall provide a Guarantee for Construction to the employer.</p>
B12	<p><u>Duties of the parties = employer = site</u></p> <p>9.2.7 Alterations &amp; additions to existing premises – Yes</p> <p>12.1.2 Premises occupied - yes/no identify area – Yes, external to the building to be refurbished</p> <p>12.1.3 Relevant natural features to be retained / relocated / removed – to be retained</p> <p>12.1.6 Statutory and/or other notices to be complied with by the contractor before possession of site can be given</p> <p>(a) Approved Health and Safety Plan (b) Approved Environmental Plan (c) Guarantee / Securities (d) Insurances</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	(e) Approved programme
12.1.7	Possession of the site - intended date
	Within 120 days from close of tenders provided that the Contractor has complied with the following
12.2.9	In addition to the clause will be expanded to include:
	<p>"The contractor's programme will adhere to the following minimum requirements:</p> <ul style="list-style-type: none"> <li>• the commencement date, the due completion date and the planned completion date;</li> <li>• the sequence, timing and resources for carrying out the works;</li> <li>• the dates for site access, possession, approvals, instructions, inspections, tests, and all required information;</li> <li>• the events that influence the carrying out of the works, including the float and the contractor's time risk allowances;</li> <li>• other programming information set out in the scope of works;</li> <li>• a detailed cash flow; and</li> <li>• include an update indicating the actual progress against the planned progress at least once a month."</li> </ul>
19/20/24	<p><b><u>Practical completion / penalty for late completion</u></b></p> <p>Add the following to the existing Clauses:</p> <p>"The penalty for failing to complete the Works is: R 1 500.00 per calendar day".</p>
B19	<p><b><u>Practical completion</u></b></p> <p>Add the following to the clauses:</p> <p><b><i>"The time to achieve practical completion is Five (3) months"</i></b></p>
B25	<p><b><u>Payment</u></b></p> <p>Currency: ZAR</p>
25.3.4/ 26.9.5	Contract price adjustment provisions: Will be applied according to the Haylett formula.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### C1.2.3 TENDER CLOSING

Please refer to the tender conditions.

### C1.2.4 TENDER'S SELECTION

CLAUSE	DATA PROVIDED BY THE TENDERER
E11	<b><u>Securities</u></b>
11.1.2	Guarantee for construction – yes/no <input type="checkbox"/>
11.1.3	Guarantee for Construction (fixed) – yes/no <input type="checkbox"/>
E26	<b><u>Payment / Adjustment of Preliminaries</u></b>  <b>Payment of preliminaries</b>  Alternative A <input type="checkbox"/> or Alternative B <input type="checkbox"/>  <b>Adjustment of preliminaries [26.9.4]</b>  Alternative A <input type="checkbox"/> or Alternative B <input type="checkbox"/>  <b>Note 4 on page 10 of the contract data</b>  Note 4 on page 10 of the <b>contract data</b> which relates to any benefit or right in favour of any <b>subcontractor</b> shall be deemed to be deleted

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## C2 PRICING INSTRUCTIONS

### APPOINTMENT OF A CONTRACTOR FOR REPAIRS TO STORM DAMAGED ROOF AT JACOBSDAL RECREATIONAL CENTRE UNDER THE DEPARTMENT AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: FREE STATE PROVINCE

#### C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
  - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
  - b) mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
  - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- 2 The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 6.1, March 2014. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 The "Model Preambles for Trades – 1999 Edition" as recommended and published by the Association of South African Quantity Surveyors, as referred to hereafter, will be applicable on this contract.

This document will be available at the Quantity Surveyor's office during normal office hours if needed.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for Bids. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).
- 5 The drawings listed in the Scope of Works used for the setting up these Bills of Quantities are kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.
- 6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 7 Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 8 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities
- 9 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
- 10 The amount of the Preliminary and General Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.
- 11 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
- 12 The amount or items of the Preliminary and General Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
- a) an amount which is not to be varied, namely Fixed (F)
  - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
  - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 13 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
- a) 10 percent is Fixed;
  - b) 15 percent if Value Related
  - c) 75 percent is Time Related.
- 14 The adjustment of the Preliminary and General Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary and General Section shall exclude any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## **C1.3 PERFORMANCE GUARANTEE (PRO-FORMA)**

### **GUARANTOR DETAILS AND DEFINITIONS**

Guarantor means .....  
Physical address .....  
.....

Guarantor's signatory 1 ..... Capacity .....

Guarantor's signatory 1 ..... Capacity .....  
Employer means **DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT**

Contractor means .....  
Agent means .....  
(Compiler to insert name of agent)  
Works means .....  
(Compiler to provide reference number and title of contract)  
Site means .....  
(Compiler to enter site as described in the Contract Data)  
Agreement means the General Conditions of Contract for Construction Works 2010  
Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT  
Amount in figures R .....  
Amount in words ..... (Rand)  
Guaranteed Sum means the maximum aggregate amount of R .....  
Amount in words ..... (Rand)

**1** The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

<b>GUARANTOR'S LIABILITY</b>	<b>PERIOD OF LIABILITY</b>
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: ..... ..... (Rands) (R.....)	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

**2** The Guarantor hereby acknowledges that:

**2.1** Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

**2.2** Its obligation under this Guarantee is restricted to the payment of money.

**3** Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

Contractor

Witness 1

Witness 2


Employer


Witness 1

Witness 2


- 3.1** A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2
- 3.2** A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.
- 3.3** A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.
- 4** Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:
- 4.1** The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or
- 4.2** A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.
- 5** It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.
- 6** Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 7** Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8** The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9** The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10** This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11** This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12** Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms


  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

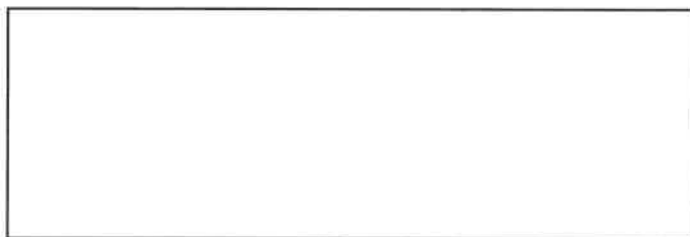
of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.







Signed at ..... Date .....

Guarantor's  
Signatory 1 ..... Guarantor's  
Signatory 2 .....

Witness 1 ..... Witness 2 .....

Guarantor's seal or stamp



					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**LIST OF INSTITUTIONS FROM WHICH CONTRACT SURETIES CAN BE ACCEPTED:**

1. ABSA Bank
2. Credit Agricole Indosuez (South Africa Branch)
3. Development Bank of South Africa
4. FirstRand Bank
5. ING Bank N.V. (South Africa Branch)
6. Investec Bank
7. Landbank
8. National Housing Finance Co.
9. Nedcor Bank
10. South African Reserve Bank
11. Standard Bank
12. AIG South Africa
13. Credit Guarantee Insurance Co
14. Emerald Insurance Company
15. Federated Employers Mutual Assurance Co
16. Global Insurance Company
17. Guardrisk Insurance Company
18. Hannover Re:
19. Home Loan Guarantee Company
20. Lion of Africa Insurance Company
21. Metropolitan Life
22. Metropolitan Odyssey Ltd
23. MUA Insurance
24. Mutual & Federal Insurance Company
25. Rand Mutual Assurance Company
26. Regent Insurance Company
27. SA Eagle Insurance Company
28. Lombard Insurance

**NB: List of institutions is not limited to the above mentioned; the tenderer may use any other accredited institution to offer contract sureties.**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

#### **C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

This agreement is mandatory for all contractors appointed by the Department of Rural Development and Land Reform.

**This agreement is between:**

#### **THE CONTRACTOR:**

Herein represented by .....

In his capacity as ..... Being duly authorized hereto hereinafter referred to as "contractor".

Compensation Commissioner Number:

(Attach a copy of the Registration  
Certificate to this agreement)

Company : Name:

Registration Number:

CEO : Name:

ID Number:

Physical Address:

.....

**And the**

#### **DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT (Hereinafter referred to as "the Department")**

#### **1. DEFINITIONS**

1.1 **CONTRACTOR** Means the "Contractor" as defined in the "Principal Contract" Annexed hereto in his capacity as mandatory.

1.2 **MANDATORY** Includes an agent, contractor or subcontractor for work to be done or service rendered, but without derogating from his status in his own right as an employer of people or user of equipment, machinery, tools or materials.

1.3 **THE PRINCIPAL CONTRACT** Means the contract annexed hereto as annexure "A".

1.4 **DEPARTMENT** Means the Department of Agriculture Land Reform and Rural Development

1.5 **RISK CONTROL OFFICER** A person appointed in writing by Department.

1.6 Any definitions contained in any Statute hereinafter mentioned shall have the meaning

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

allocated to it by the specific statute.

## **2. OBJECTIVE**

- 2.1 Whereas Department and the Contractor have entered into a contract for service (work) as fully indicated in the "Principle Contract" and whereas the "Contractor" agreed to indemnify Department against the risks stated hereunder whether foreseeable or not, and, whereas it is agreed between the parties that it is of cardinal importance to safeguard both Department and the Contractor's obligation in terms of relevant legislation as well as to extend the obligation as a company and/or legal person and/or person as an entity concerned with health, safety and the environment.
- 2.2 These rules are applicable to all contractors performing work for Department within the jurisdictional area of the Department and on any premises which are owned, rented or developed by the Department.
- 2.3 The Department acts through those officials or persons who are generally or specifically charged with the responsibility, in terms of legislation, as well as any other official or person who is generally or specifically charged with the control and supervision of the project.

### **IT IS HEREBY AGREED AS FOLLOWS:**

## **3. INDEMNITIES**

- 3.1 The "Contractor" hereby indemnifies the "Department" against any loss in respect of all claims, proceeding, damages, costs and expenses arising out of any claim or proceeding pertaining to the non compliance by the "Contractor" of any statutory requirements and/or requirements regarding the following Acts in particular pertaining to the provisions of:
- 3.1.1 The Occupational Health and Safety Act 85 of 1993 (as amended), including the Construction Regulations, 2003 as promulgated on 18 July 2003, in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), in Government Gazette No. 25207 and Regulation Gazette No. 7721. See Annexure B.
  - 3.1.2 The Health Act 63 of 1977.
  - 3.1.3 Road Traffic Act 29 of 1989 (as amended).
  - 3.1.4 Environment Conservation Act 73 of 1989.
  - 3.1.5 The National Water Act 36 of 1998.
  - 3.1.6 The Criminal Procedure Act 51 of 1977.
  - 3.1.7 The Explosives Act 26 of 1956.
  - 3.1.8 The Arms and Ammunition Act 75 of 1969.
  - 3.1.9 Compensation for Occupational Injuries and Diseases Act 130 of 1993.
  - 3.1.10 The Labor Relations Act 66 of 1995.
  - 3.1.11 The Unemployment Insurance Act 30 of 1966 (as amended).
  - 3.1.12 The Basic Conditions of Employment Act 75 of 1997 (as amended).
  - 3.1.13 Standards Act 29 of 1993.
  - 3.1.14 any statutory provisions in any act and/or any law or bylaw of any local government and/or any published official standard incorporated into any statute or bylaw relating to the completion of the work set out in the "Principal Contract".
  - 3.1.15 Any other health and safety standard prescribed by the "Department".
- 3.2 The "Contractor" shall ensure that he familiarizes himself with the requirements of the above legislation and that he, his employees and any subcontractor will comply with all

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

the statutory provisions contained in them.

- 3.3 The "Contractor" shall indemnify the "Department" in respect of any physical loss or damage to any plant, equipment or other property belonging to the "Contractor" or for which he is responsible and he hereby indemnifies the "Department" against any loss in respect of all claims, proceedings, damages, costs and expenses consequent upon the loss of or damage to any plant, equipment or other property belonging to, or which is the responsibility of, any subcontractor, agent or employee of the subcontractor.
- 3.4 The "Contractor" shall and hereby indemnifies the "Department" against any liability, loss, claim or proceedings whatsoever, whether arising in common law or by statute, consequent on personal injuries to or the loss of health or death of any person whatsoever arising out of or in the course of or caused by the execution of the "Principal Contract".
- 3.5 The "Contractor" shall and hereby indemnifies the "Department" against any liability, loss, claim or proceedings consequent on loss of or damage to any movable or immovable property arising out of or in the course of or caused by the execution of the "Principal Contract" and due to any act or omission of the "Contractor", his agents, servants or subcontractors.

#### **4. PERFORMANCE SAFE WORKING PRACTICE**

- 4.1 The "Department" requires a high standard of safe work performance from all employees and expects that the standard be maintained by the "Contractor" within the "Department's" jurisdictional area or on its premises.
- 4.2 Irrespective of human considerations, the maintaining of these health and safety rules shall be the execution of the prescribed legal requirements. These rules are not to hinder the "Contractor" in rendering services or indemnify the "Contractor" from any legal responsibility to ensure healthy and safe work circumstances.
- 4.3 The "Department" shall assist the "Contractor" in any practical considerations to accommodate the healthy and safe execution of work and therefore require co-operation in the execution of these safety rules.

#### **5. LOCK OUT PROCEDURE**

- 5.1 When power or air driven machines or equipment, electrical apparatus or pipe lines are examined, repaired, adjusted, cleaned, lubricated or serviced in any other way than normal servicing, then all isolating switches, -levers, valves or appliances must be put in the "off" or "closed" position and locked.
- 5.2 Should more than one team work on a machine, then each person in control of a team, must put a separate lock on the switch, lever, valve or appliance.

#### **6. CRANES, VEHICLES AND HOISTING**

- 6.1 For each crane or hoisting equipment used, the "Contractor" must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to the "Department".

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

6.2 Only trained personnel with written permission and where determined by Law, with a valid driver's license, may be allowed to operate any electrical diesel or petrol driver overhead crane, hydraulic or electrical hoisting equipment, self driven forklift, tractor or any other crane or vehicle. No employee of the "Contractor" may perform any overhead work or work on an overhead crane or hoisting equipment or work near cranes or crane rail, before:

- i) An agreement was concluded with the "Department".
- ii) Approval has been obtained from the "Department" to perform the work.
- iii) All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, is in operation.

6.3 The "Contractor" shall be wholly responsible for any loss or damage to cranes, hoisting equipment, plant, machines or equipment brought onto the work site by the "Contractor"

## **7. MACHINE VALANCES, PROTECTION AND FENCING**

7.1 No machine valances, protection or fencing may be removed from machines, manholes, etc without the written permission of "Department" if applicable exemption procedures were not appropriated.

## **8. SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT**

- 8.1 No equipment or appliance belonging to "Department" may be used without written permission from "Department".
- 8.2 Unless prior arranged, "Contractors" must bring sufficient tools and equipment to the site to finish the contract, including offices and storerooms. The mentioned equipment remains the responsibility of the "Contractor" with respect to loss, damage and theft.
- 8.3 In exceptional cases, where tools and equipment belonging to "Department" are used to finish the contract, the said equipment and tools are used on own risk and the "Contractor" indemnifies "Department" from any claims that may arise. The said indemnity must be in writing, as well as information regarding the loan period, identification and condition of tools and equipment. The "Contractor" is responsible for the returning of said tools and equipment in the same condition or better. The "Contractor" is responsible to "Department" for any damage or excessive wear of such tools or equipment and material.

## **9. EXCAVATIONS**

- 9.1 Before any excavations commence, written permission must be obtained from "Department" to confirm the location of existing electrical cables, water pipes, etc.
- 9.2 All excavations and obstructions in floor, tar and dirt surfaces must be fenced effectively and safeguarded between sundown and sunup with a sufficient amount of red/yellow warning lights and symbolic signs.
- 9.3 The surrounding area must be kept clean, safe and tidy during excavation. Excess material may not obstruct unnecessarily.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 9.4 If any property is in danger during excavation, it must be supported and the proposed support work must be submitted to the Department of Labour (OHS) and "Department" for approval.
- 9.5 Written permission must be obtained from "Department" to grant admittance to restricted areas as well as areas where dangerous or poisonous gases are present.

## 10. FIRST AID

- 10.1 The "Contractor" must provide and maintain a first aid box equipped according to legal requirement where more than (5) five persons are employed. The first aid box must be in the care of a person with a competency certificate from one of the following organizations:
- (i) SA Red Cross Association;
  - (ii) St Johns Ambulance;
  - (iii) SA First Aid League; or
  - (iv) A person or organization approved by the Chief inspector for this purpose.
- 10.2 A visible notice must be put up on any work premises with the name of the person responsible for first aid. In an emergency "Department's" Ambulance / Fire Department or emergency services may be contacted at .....

## 11. FLAMMABLE LIQUIDS

- 11.1 The "Contractor" shall be held responsible for the necessary precautionary fire prevention measures. No smoking signs must be put up where applicable. The "Contractor's" employees must be informed of "Department's" fire prevention measures and evacuation procedures.

## 12. COMPENSATION BY CONTRACTOR

- 12.1 The "Contractor" shall be held responsible for all loss of and damage to property, the death or injury of persons, the resultant loss or damage suffered as well as all law suits, claims, costs, charges, fines and expenses due to negligence, violation of statutory liability or neglect of the "Contractor" or the "Contractor's" employees.

## 13. TRANSGRESSION OF RULES AND MISBEHAVIOUR

- 13.1 The "Contractor" is warned that any act(s) leading to damage or loss of employees of the "Contractor" or the "Department" shall not be tolerated. The "Department" may (without any reason) demand that any employee of the "Contractor" be withdrawn from the principal "Contract" or site.

## 14. INCIDENT REPORTING

- 14.1 All incidents referred to in Section 24 of the Occupational Health and Safety Act and or other incidents shall be reported, by the "Contractor", to the Department of Labour, as well as to the "Department" and should such an incident take place outside normal working hours, on a Saturday, Sunday or Public holiday to .....
- The "Department" shall further be provided with a written report relating to any incident.

- 14.2 The "Department" will obtain an interest in the issue of any formal inquiry conducted in

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

terms of the Occupational Health and Safety Act in any incident involving the "Contractor" and/or his employees and/or his subcontractors.

- 14.3 The "Contractor" undertakes to report to "Department" anything deemed to be unhealthy and/or unsafe and that he undertakes to verse his employees and/or subcontractors in this regard.

## 15. LIAISON AND SUPERVISION

- 15.1 The "Contractor" hereby undertakes to liaise on a regular basis with the designated Risk Control Officer and "Department" representative regarding any hazards or incidents that may be identified or encountered during the performance of the "Principal Contract".

## 16. SERVICE INTERRUPTION

- 16.1 Should any work done by the "Contractor" cause a possible interruption, written permission must be obtained from "Department", before such work commences. The "Contractor" may not switch on or off any compressed air, steam, oxygen, vacuum supply or electrical supply without written permission from the "Department".

## 17. CONFIDENTIALITY

- 17.1 The "Contractor" and his employees shall regard all data, documentation and information of the contract and related documentation as confidential.
- 17.2 Lost documentation/plans or related documentation shall immediately be reported in writing to the "Department".
- 17.3 The "Contractor" shall not put up any advertisements or billboard at the site without permission.
- 17.4 The "Contractor" shall not take photographs of the contract site or part thereof or any work process or part thereof, without written permission from the "Department", or have photographs taken, published or let it be published.

## 18. CONTRACT SITE AND PRESERVATION

- 18.1 Employees of the "Contractor" shall not be allowed entrance to the site unless a valid identity document, issued by "Department", is displayed. The mentioned documents shall only be valid for a limited period, where after it must be renewed.

## 19. COMPLETION OF WORK

- 19.1 The "Contractor" or his employees shall not leave the contract site before the "Department" is satisfied that the contract is completed according to the requirements and standards set out in the contract and that the working site is left in a satisfactory and safe condition.

## 20. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS

- 20.1 The "Contractor" shall ensure that no liquor, drugs, dangerous weapons or firearms be brought onto the premises.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## 21. SEARCHES

- 21.1 The "Contractor" and any person engaged in the contract work may at any time be searched by "Department" appointed security personnel and all packages, suitcases, etc. must be presented to the access control point for examination prior to them being brought onto the property or leaving the property.

## 22. GENERAL CONDITIONS

- 22.1 Notwithstanding anything to the contrary in this agreement, it is hereby specifically determined that the "Contractor-"

- 22.1.1 shall have acquainted himself and be conversant with the contents of all statutory provisions applicable to the health and safety of workers and other persons on the site including the execution of the work, and in particular the conditions contained in the Occupational Health and Safety Act, 1993 (Act 85/1993), and the regulations promulgated in terms thereof, and shall comply therewith meticulously and in all aspects and/or take care that it is complied with;
- 22.1.2 shall be obliged to immediately execute all instructions given to him by an authorized representative of "Department" in order to ensure and uphold the implementation and enforcement of the provisions referred to in sub-paragraph 1, to the satisfaction of the said representative;
- 22.1.3 shall indemnify the "Department" against any or all liability which may be incurred by the "Department" as a result of the omission of the "Contractor", his employees, sub-contractors and/or representatives to comply with the provisions referred to in sub-paragraph 1, or to ensure that it shall be complied with;
- 22.1.4 shall undertake to pay upon demand any and/or all legal costs and other expenses which "Department" may have incurred as a consequence of any criminal charges or other proceedings pending against, or involving the "Department" as a result of the contravention or non-compliance by the "Contractor", his employees, sub-contractors and/or representative of any of the statutory provisions referred to in sub-paragraph 1.
- 22.1.5 Should the "Contractor" neglect to immediately execute any health and safety written orders issued to him, or to his employee in charge of the works, in terms of the stipulations of sub-paragraph 2, the "Department" shall be entitled to suspend the execution of the works and take the necessary steps to execute or have such order executed. Under these circumstances the contractor shall be obliged to pay "Department", upon demand, all costs and expenses incurred by "Department", in order to execute or have the said orders executed.
- 22.1.6 Should the abovementioned steps not establish a healthy and safe work environment the "Department" will be entitled to terminate the contract without incurring any further costs or claims from the contractor?

## 23. "CONTRACTOR" IDENTIFICATION BOARD

- 23.1 The "Contractor" shall provide on any work premises a temporary identification board containing at all worksites the following information:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Company name

On behalf of which division/department the work is being done

The contact number and name of the person representing the "Contractor"

The contact number and name of the person representing "Department"

**24. ACKNOWLEDGEMENT**

24.1 The "Contractor" hereby acknowledges that he has read and received a copy of the "Principal Contract" and agrees to be bound by and undertakes to observe all the terms and conditions of the "Principal Contract". This appointment is made in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993.

**25. EXCEPTIONS AND OMISSIONS**

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**26. REMARKS**

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**THE CONTRACTOR**

SIGNED AT ..... ON THIS ..... DAY OF .....

WITNESSES:

.....  
THE CONTRACTOR

1. ....

2. ....

**THE DEPARTMENT**

SIGNED AT ..... ON THIS ..... DAY OF .....

WITNESSES:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

.....  
THE DEPARTMENT

1. ....

2. ....

### INDEMNITY CERTIFICATE

Contractor : .....

Employer : Department of Agriculture Land Reform and Rural Development

Contract : .....

I/we ..... Hereafter the "Contractor"

"Contractor" hereby indemnifies the Department against any claim of whatever sort which may arise directly or indirectly from the execution by me/us of the above-mentioned contract and which may be instituted against "Department", as well as of any loss or damage which the "Department" suffers or expenditure the "Department" incurs to prevent responsibility for such claim, loss or damage, whatever the cause of such claim may be or whatever loss or damage the "Department" suffers.

THUS done and signed at ..... on this ..... day  
of..... 200....

#### WITNESSES:

1. ....  
.....

**CONTRACTOR**

2. ....  
.....

**DEPARTMENT**

R 2  
REVENUE STAMP



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

**ACKNOWLEDGEMENT CERTIFICATE**

I, in my capacity as.....

Duly authorized hereto.....representing

..... Contractors, acknowledge receipt  
Of a copy of the Department's safety manual for contractors and the under mentioned person as my supervisor  
regarding all works and services which must be executed by the Contractor. The appointment is done in terms of the  
Occupational Health and Safety Act, 1993 (Act 85/1993).

SIGNED AT ..... ON ..... 200...

I, ..... accept the abovementioned appointment, and  
declare that I am familiar with the contents of the Department Safety Manual for contractors.

**CASUALTIES REGISTRATION NUMBER**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED AT ..... ON ..... 200....

SIGNATURE:

WITNESSES: 1. ....  
2. ....

A copy of this certificate shall be submitted to the "Department" before any work commences.

R 2  
REVENUE STAMP

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## **C3 SCOPE OF WORKS**

## **APPOINTMENT OF A CONTRACTOR FOR REPAIRS TO STORM DAMAGED ROOF AT JACOBSDAL RECREATIONAL CENTRE UNDER THE DEPARTMENT AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: FREE STATE PROVINCE**

### **THE CONTRACT PART C3 : SCOPE OF THE WORKS**

#### **C3.1 SCOPE OF WORKS**

##### **1 STORMWATER DAMAGE REPAIR**

- Removal/replacement of existing roof
- Painting
- Repairs to plaster works
- New vinyl floor coverings
- Remove/replace ceilings
- Remove/replace meranti skirtings
- Waterproofing to existing concrete slab
- Cleaning of downpipes feeding JoJo tanks

#### **C3.2 LABOUR INTENSIVE CONSTRUCTION**

The following work in particular is considered to be labour intensive. Other work can also to a lesser extend be undertaken through labour intensive methods.

- Removal of Existing roof
- Removal of existing tiles
- Removal of existing skirtings
- Plastering
- Cleaning of Existing downpipes

#### **C3.3 CONSTRUCTION AND MANAGEMENT REQUIREMENTS**

##### **C3.3.1 Quality Assurance (QA)**

The Contractor will be solely responsible for the production of work that complies with the Specifications. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Principal Agent will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems, which could cause a delay or failure.

##### **C3.3.2 Management and disposal of water and surplus material**

The Contractor shall pay special attention to the management and disposal of water and storm water on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The Contractor shall dispose all surplus and unsuitable material in legal spoil areas of his own choice. He shall be responsible for all arrangements necessary to obtain such spoil sites.

### **C3.3.3 Management of the environment**

The Contractor shall pay special attention to the following:

#### **(a) Natural Vegetation**

The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

#### **(b) Fires**

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

## **C3.4 SITE FACILITIES**

### **C3.4.1 Contractor's camp site and depot**

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

## **C3.5 OCCUPATIONAL HEALTH AND SAFETY**

### **C3.5.1 General Statement**

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction

## **C3.6 GENERAL**

### **C3.6.1 RESTRICTED AREAS**

No additional or extra over payment will be made for work in restricted area.

### **C3.6.2 COMMERCIAL SOURCE**

A source of supply of materials chosen by the Contractor. The Contractor shall take full responsibility for the quality of all materials and services supplied from commercial sources.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

### **C3.6.3 ACCEPTANCE CONTROL**

Acceptance control means whatever testing the Principal Agent carries out over and above the process control testing already carried out by the Contractor in order to decide on the acceptability of any work submitted by the Contractor. Such testing will be carried out at the cost of the Employer.

### **C3.6.4 WORKMANSHIP AND QUALITY CONTROL**

The Contractor shall implement a quality assurance system in accordance with ISO 9001 and appoint a Principal Agent who shall ensure that members of the Contractor's staff comply with the requirements of the quality system. The quality system and the methods used to implement it shall be described in a quality plan produced by the Contractor.

The Quality Manager shall be resident on site full time. No construction activities shall take place on site before the Principal Agent approves the quality plan.

#### **a) Process control**

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Principal Agent.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Principal Agent. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

#### **b) Acceptance control**

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Principal Agent for acceptance control. However, before accepting any work, the Principal Agent may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a Provisional Sum provided in the Pricing Schedule, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

The Contractor shall submit the quality assurance system he proposes using to the Principal Agent, for his approval, within two weeks of the site handover. Once accepted by the Principal Agent the Contractor shall not deviate from it unless written notification of proposed changes have similarly been submitted and approved. The system shall record the lines and levels of responsibility and indicate the method by which testing procedures will be conducted.

The Contractor's place of testing and laboratories shall be subject to inspection and approval by the Principal Agent.

No work executed will be measured for payment unless the results submitted have been checked and approved.

### **C3.6.5 MATERIALS**

The Contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the Principal Agent with certificates showing that the materials do so comply.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the Principal Agent's office on the site free of charge.

Where proprietary products have been specified, similar products may be used subject to the prior written approval of the Principal Agent.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the Contractor for the permanent works shall be unused.

Earth, stone, gravel, sand, and all other materials excavated or present on the site or within the road reserve, or in borrow areas shall not become the property of the Contractor, but will be at his disposal only in so far as they are approved for use on the contract.

Existing structures on the site shall remain the property of the Employer and except as and to the extent required elsewhere in the contract, shall not be interfered with by the Contractor in any way.

Materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the Contractor during handling, transportation, storage, installation or testing they shall be replaced by the Contractor at his own expense.

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the Principal Agent (or other persons authorised by the Principal Agent) at all reasonable times, and the Engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

The Contractor shall satisfy himself that any quarry selected for use provides the necessary mined material in accordance with the specification.

The quantities set out in the Pricing Schedule have been carefully determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities.

## **C3.7 CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**

### **C3.7.1 GENERAL REQUIREMENTS**

#### **a) Camps, construction plant and testing facilities**

An open area inside the boundaries of the existing abattoir will be available for the Contractor's site camp. The Contractor is responsible for his own electricity and water supply.

#### **b) Contractor's ablution facilities**

The Contractor shall provide sufficient portable chemical toilets on site. The latrine units should be serviced daily and kept in a hygienic and orderly state to the approval of the Engineer. No separate payment shall be made for this requirement and the costs thereof shall be deemed to be included in the rates bided for the Contractor's time-related obligations.'

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## **C2.2 BILLS OF QUANTITIES**

Provisional Bills of Quantities  
for Jacobsdal Recreational center  
Free State Department of Rural Development

Item No	Quantity	Rate	Amount
<p><b><u>SECTION NO. 1</u></b> <b><u>PRELIMINARY AND GENERAL</u></b></p> <p><b><u>BILL NO. 1 : PRELIMINARY AND GENERAL</u></b></p> <p><b><u>NOTES TO PRELIMINARIES</u></b></p> <p><b><u>1.0 These Preliminaries comprise the following:</u></b></p> <p><b><u>1.1 Part A - The JBCC Series 2000 Series Edition 4.1 Code 2101 March 2005 Principal Building Agreement as amended by these Bills of Quantities.</u></b></p> <p><b><u>1.2 Part B - The ASAQS Preliminaries May 2005 as amended by these Bills of Quantities.</u></b></p> <p><b><u>1.3 Part C - Additional Preliminaries to meet the particular circumstances of this project</u></b></p> <p><b><u>2.0 Where references are made to clauses in any of the above sections, they will be identified by the prefix A, B or C followed by the clause number.</u></b></p> <p><b><u>3.0 Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof. These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not applicable to this contract, such modifications / corrections or additions as are necessary, are given as far as possible under each relevant clause heading. Additional preliminary clauses are contained in Part C hereof.</u></b></p> <p><b><u>4.0 No claim whatsoever shall be entertained in respect of errors or omissions in pricing due to brevity of descriptions of items in these bills of quantities which are fully described when read in conjunction with the relevant clauses of the said Preliminaries and Preambles.</u></b></p> <p><b><u>5.0 The tenderer shall allow opposite each of the clauses whatever costs and charges he may consider necessary for the carrying out, complying with and due observance of the provisions, conditions and requirements set out herein.</u></b></p>			
<p style="text-align: right;">Carried Forward</p> <p>Section No. 1 Bill No. 1 Preliminary and General</p>		R	

Provisional Bills of Quantities  
for Jacobsdal Recreational center  
Free State Department of Rural Development

<b>Brought Forward</b>		R	
<p><u>Only priced items will be considered in respect of any adjustment of this section. Any items left unpriced will be understood to be provided free of charge and no claim for any extras arising out of the tenderer's omission to price any item will be entertained.</u></p> <p><u>6.0 Where modifications or amendments as described are made, such modifications and/or amendments shall supersede any conflicting provision in the relevant clauses of the Principal Building Agreement or the Preliminaries and the tenderer shall make due allowance for whatever costs and charges he may consider necessary for the carrying out and observance of the provisions of the clauses as modified and/or amended.</u></p> <p><u>7.0 Any item not applicable to this contract is marked N/A.</u></p> <p><b><u>PART A - PRINCIPAL BUILDING AGREEMENT</u></b></p> <p><b><u>DEFINITIONS</u></b></p> <p>1 CLAUSE 1.0 : DEFINITIONS AND INTERPRETATION</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><b><u>OBJECTIVE AND PREPARATION</u></b></p> <p>2 CLAUSE 2.0 : OFFER, ACCEPTANCE AND PERFORMANCE OBLIGATIONS</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><b><u>PREPARATION</u></b></p> <p>3 CLAUSE 3.0 : DOCUMENTS</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p>4 CLAUSE 4.0 : DESIGN RESPONSIBILITY</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p>5 CLAUSE 5.0 : EMPLOYER'S AGENTS</p>			
<b>Carried Forward</b>		R	
<p>Section No. 1 Bill No. 1 Preliminary and General</p>			

Brought Forward	R
<p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><u>Clause 5.3.2 is amended by the addition of the following to the end thereof :</u></p> <p><u>The authority of the principal agent to issue contract instructions or to perform duties as may be required for the relevant aspects of the works is delegated to the other agents as follows :-</u></p> <p><b><u>1. ARCHITECT</u></b></p> <p><u>The architect is responsible for the architectural design, functional design and quality control. Without derogating from the generality thereof, the Architect shall perform the following specific functions and duties:-</u></p> <p><b><u>1.1 Give opinion on aspects of the works which are not in accordance with the agreement.</u></b></p> <p><b><u>1.2 Supply the specified number of drawings.</u></b></p> <p><b><u>1.3 Issue instructions if bills of quantities/lump sum document are to be used as a specification.</u></b></p> <p><b><u>1.4 Be responsible for the design of the works.</u></b></p> <p><b><u>1.5 Be responsible for co-ordination of design elements</u></b></p> <p><b><u>1.6 Receive, co-ordinate and accept design documentation and design undertaken by nominated or selected subcontractors.</u></b></p> <p><b><u>1.7 Issue contract instructions to the contractor regarding:-</u></b></p> <p><b><u>1.7.1 Alteration to design, quality or quantity of the works provided that such contract instructions shall not substantially change the scope of the works.</u></b></p> <p><b><u>1.7.2 Removal of any materials and goods from the site and the substitution of any other materials and goods.</u></b></p>	
Carried Forward	R
<p>Section No. 1 Bill No. 1 Preliminary and General</p>	

<b>Brought Forward</b>	R
<u>1.7.3 Removal or re-execution of any work.</u>	
<u>1.7.4 Opening up of work for inspection</u>	
<u>1.7.5 Testing of work and materials and goods</u>	
<u>1.7.6 Protection of the works.</u>	
<u>1.7.7 Making good physical loss and repairing damage to the works.</u>	
<u>1.7.8 The list for practical completion, works completion, final completion and defects.</u>	
<u>1.7.9 Compliance with acts of parliament, regulations and bylaws.</u>	
<u>1.8 Witness the handing over to the contractor of pegs, beacons and datum level.</u>	
<u>1.9 Define levels and provide the contractor with the necessary information to set out the works.</u>	
<u>1.10 Inspect the work from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion.</u>	
<u>1.11 Inspect the works for practical completion.</u>	
<u>1.12 Issue practical completion list and reinspect upon request of contractor.</u>	
<u>1.13 Issue works completion list.</u>	
<u>1.14 Inspect the works for works completion upon request of contractor.</u>	
<u>1.15 Inspect the works at the end of the defects liability period.</u>	
<u>1.16 Issue a defects list and reinspect upon request of the contractor.</u>	
<b><u>2. QUANTITY SURVEYOR</u></b>	
<b>Carried Forward</b>	R
Section No. 1 Bill No. 1 Preliminary and General	

Brought Forward	R
<p><u>The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions. Without derogating from the generality thereof, the quantity surveyor shall perform the following specific functions and duties :-</u></p> <p><u>2.1 Consult with the contractor in correction of rates for errors and discrepancies.</u></p> <p><u>2.2 Prepare the monthly recovery statement.</u></p> <p><u>2.3 Complete the schedule and arrange for the signing of the agreement.</u></p> <p><u>2.4 Hold a signed set of contract documents.</u></p> <p><u>2.5 Supply the specified number of unpriced bills of quantities.</u></p> <p><u>2.6 Identify any changes to the standard JBCC documentation in the schedule and determine any loss and expense caused to the contractor caused by non-disclosure thereof.</u></p> <p><u>2.7 Deal with amounts paid by the contractor to authorities having jurisdiction over the works.</u></p> <p><u>2.8 Measure and value the making good of physical loss or damage.</u></p> <p><u>2.9 Issue contract instructions to the contractor regarding:-</u></p> <p><u>2.9.1 Rectification of discrepancies, errors in description or omissions in contract documents.</u></p> <p><u>2.9.2 Furnishing proof of payment to nominated and selected subcontractors.</u></p> <p><u>2.9.3 Budgetary allowances and work executed by the contractor thereunder.</u></p> <p><u>2.9.4 Contingency and other monetary provisions included in the contract sum.</u></p>	
Carried Forward	R
<p>Section No. 1 Bill No. 1 Preliminary and General</p>	

<b>Brought Forward</b>	<b>R</b>
<u>2.10 Prepare nominated and selected subcontract tender and contract documents.</u>	
<u>2.11 Receive proof from the contractor that the contractors payment obligations have been met in respect of nominated and selected subcontractors.</u>	
<u>2.12 Act on employers instructions to pay nominated and selected subcontractors directly.</u>	
<u>2.13 Adjustment of the contract value in respect of a revision to the date of practical completion.</u>	
<u>2.14 Calculate penalties for non-completion.</u>	
<u>2.15 Valuation of payment claims for payment certificates.</u>	
<u>2.16 Authorise or otherwise the removal of materials or goods from site by the contractor where these have been paid for.</u>	
<u>2.17 Calculate compensatory and penalty interest due to the parties.</u>	
<u>2.18 With each payment certificate issue:-</u>	
<u>2.18.1 Details of amounts certified for each nominated or selected subcontractor</u>	
<u>2.18.2 Notification to each nominated and selected subcontractor showing the formulation of subcontract amounts included in payment certificates.</u>	
<u>2.18.3 A statement to the employer and contractor showing the total amount certified and all adjustment amounts.</u>	
<u>2.19 Determine the value of adjustments to the contract value.</u>	
<u>2.20 Receive from the contractor details of expense and loss claims and assess such claims.</u>	
<b>Carried Forward</b>	<b>R</b>
Section No. 1 Bill No. 1 Preliminary and General	

Brought Forward	R	
<u>2.21 Prepare the relevant information required for the issue of the recovery statement with payment certificate.</u>		
<u>2.22 Prepare the final account and submit to the contractor.</u>		
<b><u>3. CIVIL AND STRUCTURAL ENGINEER</u></b>		
<u>The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality control. Without derogating from the generality thereof, the civil and structural engineer will perform the following specific functions and duties in respect of civil and structural engineering aspects of the works:-</u>		
<u>3.1 Give opinion on aspects of the works which are not in accordance with the agreement.</u>		
<u>3.2 Supply the specified number of drawings.</u>		
<u>3.3 Issue instructions if bills of quantities/lump sum document are to be used as a specification.</u>		
<u>3.4 Be responsible for the design of the works.</u>		
<u>3.5 Receive and accept design documentation and design undertaken by nominated or selected subcontractors.</u>		
<u>3.6 Issue contract instructions to the contractor regarding:-</u>		
<u>3.6.1 Alteration to design, quality or quantity of the works provided that such contract instructions shall not substantially change the scope of the works.</u>		
<u>3.6.2 Removal of any materials and goods from the site and the substitution of any materials and goods therefore.</u>		
<u>3.6.3 Removal or re-execution of any work.</u>		
<u>3.6.4 Opening up of work for inspection</u>		
<u>3.6.5 Testing of work and materials and goods.</u>		
Carried Forward	R	
Section No. 1 Bill No. 1 Preliminary and General		

Brought Forward	R
<p><u>3.6.6 Protection of works.</u></p> <p><u>3.6.7 Making good physical loss and repairing damage to the works.</u></p> <p><u>3.6.8 Compliance with acts of parliament, regulations and bylaws.</u></p> <p><u>3.7 Define levels and provide the contractor with the necessary information to set out the works.</u></p> <p><u>3.8 Inspect the work from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion.</u></p> <p><u>3.9 Inspect the works for practical completion.</u></p> <p><u>3.10 Inspect the works for works completion upon request of contractor.</u></p> <p><u>3.11 Inspect the works at the end of the defect liability period.</u></p> <p><b><u>4. ELECTRICAL ENGINEER</u></b></p> <p><u>The electrical engineer is responsible for all aspects of electrical engineering design and quality control. Without derogating from the generality thereof, the electrical engineer will perform the following specific functions and duties in respect of electrical aspects of the works:-</u></p> <p><u>4.1 Give opinion on aspects of the works which are not in accordance with the agreement.</u></p> <p><u>4.2 Supply the specified number of drawings.</u></p> <p><u>4.3 Issue instructions if bills of quantities/lump sum document are to be used as a specification.</u></p> <p><u>4.4 Be responsible for the design of the works.</u></p> <p><u>4.5 Receive and accept design documentation and design undertaken by nominated or selected subcontractors.</u></p>	
Carried Forward	R
<p>Section No. 1</p> <p>Bill No. 1</p> <p>Preliminary and General</p>	

Brought Forward	R	
<u>4.6 Issue contract instructions to the contractor regarding:-</u>		
<u>4.6.1 Alteration to design, quality or quantity of the works provided that such contract instructions shall not substantially change the scope of the works.</u>		
<u>4.6.2 Removal of any materials and goods from the site and the substitution of any materials and goods therefore.</u>		
<u>4.6.3 Removal or re-execution of any work.</u>		
<u>4.6.4 Opening up of work for inspection</u>		
<u>4.6.5 Testing and commissioning of work, materials and goods.</u>		
<u>4.6.6 Protection of works.</u>		
<u>4.6.7 Making good physical loss and repairing damage to the works.</u>		
<u>4.6.8 Compliance with acts of parliament, regulations and bylaws.</u>		
<u>4.7 Define levels and provide the contractor with the necessary information to set out the works.</u>		
<u>4.8 Inspect the work from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion.</u>		
<u>4.9 Inspect the works for practical completion.</u>		
<u>4.10 Inspect the works for works completion upon request of contractor.</u>		
<u>4.11 Inspect the works at the end of the defect liability period.</u>		
<u>4.12 Measure and value the making good of physical loss or damage.</u>		
<u>5.0 HEALTH AND SAFETY CONSULTANT</u>		
Carried Forward	R	
Section No. 1 Bill No. 1 Preliminary and General		

	Brought Forward		R
6	Item		
Carried Forward			R
Section No. 1 Bill No. 1 Preliminary and General			

	<p style="text-align: right;">Brought Forward</p> <p><u>The names and CV's of the contractor's proposed management team shall be submitted to the principal agent prior to commencement on site and, after the principal agent's agreement on the composition and competence thereof has been obtained, no changes shall be made nor shall any member of the said team be removed from the project while remaining in the employ of the contractor, without the principal agent's prior written approval.</u></p> <p>7 CLAUSE 7.0 : COMPLIANCE WITH REGULATIONS</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><u>Clause 7.0 is amended by the addition of the following clauses :</u></p> <p><u>7.3 The employer reserves the right to pay direct (i.e. not through the contractor) for all or any permanent connections to local or other authority services, for which provisional amounts have been included within the selected sub-contract bill / section hereof. In the event of the employer paying direct for these charges, the contractor will not be entitled to a ten percent (10%) mark-up in terms of Clause 32.4. All such provisional amounts included in the contract sum will be omitted.</u></p> <p><u>7.4 Health and Safety Specification - the contractor shall comply with the requirements of the Occupational Health &amp; Safety Act (85/1993) and the July 2003 Construction Regulations. The employer will appoint an independent safety officer who will, in consultation with the contractor, draw up and agree the construction phase health and safety plan / specification. This health and safety specification will form an integral part of the principal contract document and will be copied to all subcontractors for inclusion, as modified, within their respective scope of works.</u></p>	Item	R	
	<p style="text-align: right;">Carried Forward</p> <p>Section No. 1 Bill No. 1 Preliminary and General</p>		R	

<p style="text-align: right;">Brought Forward</p> <p><u>"The Contractor acknowledges that the undertaking given in this clause constitutes an agreement in terms of Section 37 (20 of the OHSA Act and its regulations, whereby all responsibility for health and safety matters relating to the services performed under this agreement shall be the obligation of the Service Provider. The Contractor shall comply with all the laws and regulations which may be relevant to the services performed under this agreement, it being recorded that the presence of the Contractor's employees, representatives, authorised sub-contractors, machinery, plant equipment and vehicles at the employer's premises shall always be subject to the provisions of the OHS Act and of all other relevant legislation, codes of practice, directives, health and safety rules and security measures and will adhere to and obey all directives and instructions given by the employer in this regard".</u></p> <p><u>HEALTH AND SAFETY</u></p> <p><u>COMPILATION AND REVIEW OF HEALTH AND SAFETY PLAN</u> <u>IMPLEMENTATION OF HEALTH AND SAFETY PLAN</u> <u>PHASE SAFETY, HEALTH, ENVIROMENTAL AND MANAGEMNT PLAN AND IMPLIMENTATION</u> <u>ADMINISTRATION</u> <u>NAME BOARDS</u> <u>ACCESS</u> <u>REMOVAL OF SITE ESTABLISHMENT</u></p> <p><u>MEDICALS</u></p> <p><u>PRE-EMPLOYMENT MEDICALS</u> <u>PSYCHOLOGICAL MEDICALS FOR WORKING HEIGHTS</u> <u>PSYCHOLOGICAL MEDICALS FOR WORKING MOTORIZED EQUIPMENT AND CONSTRUCTION MACHINERY</u> <u>MEDICAL FOR WORKING ASBESTOS</u> <u>ROUTINE MEDICAL AS PER REQUIREMENT OF JOB ACTIVITIES</u> <u>RE-MEDICALS- YEARLY ( 12 MONTHS AFTER COMMENCEMENT)</u> <u>EXIT MEDICALS</u></p>		R	
<p style="text-align: right;">Carried Forward</p> <p>Section No. 1 Bill No. 1 Preliminary and General</p>		R	



<p style="text-align: right;">Brought Forward</p> <p><u>FIRST AID</u></p> <p><u>FIRST AID BOXES</u>  <u>RESCUE EQUIPMENT AND STRETCHERS</u>  <u>REPLENISHMENT OF BOXES AND OTHER</u>  <u>SUPPLIES</u>  <u>HAZCHEM SPILL KITS (HAZARDOUS CHEMICAL</u>  <u>KITS)</u></p> <p><u>TRAINING</u></p> <p><u>SHE REPRESENTATIVE</u>  <u>SUPERVISOR A2 ( NO COST)</u>  <u>MANAGEMENT / SAFETY OFFICER A3 (NO COST)</u>  <u>FIRST AID LEVEL 1-5</u>  <u>FIRE FIGHTING</u>  <u>LEGAL LIABILITY</u>  <u>HIRAC (HAZARD IDENTIFICATION AND RISK</u>  <u>ASSESSMENT COURSE)</u>  <u>INCIDENT INVESTIGATION (R-CAT)</u>  <u>SCAFFOLDING INSPECTOR</u>  <u>SCAFFOLDING ERECTOR</u>  <u>BASIC WORKING AT HEIGHTS</u>  <u>RESCUE AT HEIGHTS</u></p> <p><u>SIGNAGE</u>  <u>ALL SIGNAGE AS REQUIRED BY LAW:</u>  <u>REGULATORY, MANDATORY, WARNING AND</u>  <u>INFORMATION</u>  <u>POSTERS FOR AWARENESS</u>  <u>ADMIN</u></p> <p><u>ELECTRICAL</u>  <u>LOCKS REQUIRED FOR LOCKOUTS</u>  <u>TAGS</u>  <u>PERMIT BOOKS</u>  <u>CALLIPERS</u>  <u>KEY SAFES</u></p>		R	
<p style="text-align: right;">Carried Forward</p> <p>Section No. 1  Bill No. 1  Preliminary and General</p>		R	

<b>Brought Forward</b>		<b>R</b>	
<b><u>FALL PREVENTION / PROTECTION</u></b>			
<b><u>SAFETY HARNESSES WITH DOUBLE LANYARDS</u></b>			
<b><u>LANYARD EXTENDERS</u></b>			
<b><u>SCAFFOLD HOOKS</u></b>			
<b><u>LIFELINES AND VERTICAL FALL ARREST</u></b>			
<b><u>SYSTEMS</u></b>			
<b><u>SCAFFOLDING – MATERIAL ERECTION AND</u></b>			
<b><u>INSPECTION (ESTIMATE FOR PROJECT</u></b>			
<b><u>TEMPORARY AND RAILING MATERIAL AND KICK</u></b>			
<b><u>FLATS</u></b>			
<b><u>INSPECTION FOR APPROVAL OF EQUIPMENT (AIA)</u></b>			
<b><u>CHIN STRAPS / TOOL BAGS / WRIST STRAPS</u></b>			
<b><u>OTHER</u></b>			
<b><u>VEHICLE / MOBILE EQUIPMENT UPGRADE FOR</u></b>			
<b><u>USE ON SITE</u></b>			
<b><u>RAISED LIGHTS</u></b>			
<b><u>ROTATING ORANGE LIGHT</u></b>			
<b><u>FLAG AS PER PROCEDURE</u></b>			
<b><u>FIRE EXTINGUISHER - 4.5 KG</u></b>			
<b><u>FIRST-AID BOX</u></b>			
<b><u>REFLECTOR TAPE</u></b>			
<b><u>DANGER TAPE</u></b>			
<b><u>SIGNAGE</u></b>			
<b><u>ROLL OVER AND FALL OVER PROTECTION</u></b>			
<b><u>SAFETY BELTS FOR ALL PASSENGERS (LDV)</u></b>			
<b><u>WHEEL CHOKES</u></b>			
<b><u>TRIANGLE SIGN (PER CAR / VEHICLE)</u></b>			
<b><u>PLANT HIRE.</u></b>			
8	CLAUSE 8.0 : WORKS RISK	Item	
	<b><u>Fixed .R .....; Time .R.....; Value .R.....</u></b>		
9	CLAUSE 9.0 : INDEMNITIES	Item	
	<b><u>Fixed .R .....; Time .R.....; Value .R.....</u></b>		
10	CLAUSE 10.0 : WORKS INSURANCES	Item	
	<b><u>Fixed .R .....; Time .R.....; Value .R.....</u></b>		
	<b><u>Clause 10.1 is amended by the addition of the</u></b>		
	<b><u>following:</u></b>		
<b>Carried Forward</b>		<b>R</b>	
Section No. 1			
Bill No. 1			
Preliminary and General			

	Brought Forward		R
	<p><u>The contractor shall effect, as a minimum, the following insurances:</u></p> <p>a) <u>Insurance to comply with the provisions of the Compensation for Occupational Injuries and Diseases Act 1993.</u></p> <p>b) <u>Employers Liability Insurance for no less than R5 million</u></p> <p>c) <u>All risks cover on all construction plant and allied equipment including site huts and temporary accommodation including plant and machinery hired, leased or loaned. The Employers interests are to be noted.</u></p> <p>Furthermore the contractor shall effect and maintain for the duration of the contract Motor Vehicle Liability Insurance company:</p> <p>d) <u>Insurance in accordance with the Multilateral Motor Vehicle Accident fund No 93 of 1989 as amended.</u></p> <p>e) <u>Balance of Third Party Motor Risks including passenger Liability.</u></p>		
11	<p>CLAUSE 11.0 : LIABILITY INSURANCES</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p>	Item	
12	<p>CLAUSE 12.0 : EFFECTING INSURANCES</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><u>Where called upon to do so, the party/ies responsible for effecting the various insurances, shall complete the relevant "Declaration of Insurance"</u></p>	Item	
13	<p>CLAUSE 13.0 : NO CLAUSE</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p>	Item	
14	<p>CLAUSE 14.0 : SECURITY</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p>	Item	
	Carried Forward		R
<p>Section No. 1 Bill No. 1 Preliminary and General</p>			

<b>Brought Forward</b>			R
<u>Clause 14.0 is amended by the addition of the following clause :</u>			
<u>14.9 In the event that the value of the works (excluding adjustments in terms of the contract price adjustment provisions) were to increase during the course of the contract by an amount of 15% or more of the contract sum, upon written request from the principal agent, the contractor shall immediately arrange to have the construction guarantee guaranteed sum adjusted to reflect the increased contract value. The cost of obtaining the adjusted guarantee, if any, will be dealt with in terms of Clause 32.0.</u>			
<b><u>EXECUTION</u></b>			
15	CLAUSE 15.0 : PREPARATION FOR AND EXECUTION OF THE WORKS	Item	
<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
16	CLAUSE 16.0 : ACCESS TO THE WORKS	Item	
<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
<u>The contractor shall be informed of any limitations or restrictions on working space, any restrictions imposed by existing buildings, any restrictions imposed by any authorities and any limitations on the availability of water, power and sewerage facilities.</u>			
<u>Access to the works shall be strictly confined to that permitted by the principal agent. The contractor shall be responsible for maintaining such access and reinstating same upon completion.</u>			
<u>No claims for extras arising from the contractor having failed to comply with this clause will be entertained.</u>			
17	CLAUSE 17.0 : CONTRACT INSTRUCTIONS	Item	
<u>Clause 17.0 is amended by adding Clause 17.6</u>			
<b>Carried Forward</b>			R
Section No. 1 Bill No. 1 Preliminary and General			

<b>Brought Forward</b>		<b>R</b>	
<p><u>Contract Instructions are to be recorded in a Site Instruction Book which is to be maintained on site by the contractor. This shall be carbon triplicate book numbered consecutively which must be used only for the issue of contract instructions. Copies of all contract instructions issued are to be submitted to the Architect and the Quantity Surveyor within 7 days.</u></p> <p><u>Site Instructions to the contractor and subcontractors may be issued by the Architect and Engineer. These instructions will become contract instructions only upon counter signature and rectification if required by the Principal Agent.</u></p> <p><u>Where prices are submitted by the contractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the contract and notwithstanding the fact that such prices may be used in an interim certificate it is hereby agreed that there is to be no presumption of acceptance. Should the Employer wish to accept any such prices prior to the issue of the final certificate, they will do so in writing.</u></p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p>			
18	CLAUSE 18.0 : SETTING OUT OF THE WORKS	Item	
<p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p>			
19	CLAUSE 19.0 : ASSIGNMENT	Item	
<p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p>			
20	CLAUSE 20.0 : NOMINATED SUBCONTRACTORS	Item	
<p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p>			
21	CLAUSE 21.0 : SELECTED SUBCONTRACTORS	Item	
<p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p>			
22	CLAUSE 22.0 : EMPLOYER'S DIRECT CONTRACTORS	Item	
<p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p>			
<b>Carried Forward</b>		<b>R</b>	
<p>Section No. 1 Bill No. 1 Preliminary and General</p>			

**Provisional Bills of Quantities  
for Jacobsdal Recreational center  
Free State Department of Rural Development**

<b>Brought Forward</b>			R
<u>Clause 22.0 is amended by the addition of the following clause :</u>			
<u>22.6 Refer to Clause C4 Direct Contracts for further details.</u>			
23	CLAUSE 23.0 : CONTRACTOR'S DOMESTIC SUBCONTRACTORS  <u>Fixed .R .....; Time .R.....; Value .R.....</u>  <b><u>COMPLETION</u></b>	Item	
24	CLAUSE 24.0 : PRACTICAL COMPLETION  <u>Fixed .R .....; Time .R.....; Value .R.....</u>	Item	
25	CLAUSE 25.0 : WORKS COMPLETION  <u>Fixed .R .....; Time .R.....; Value .R.....</u>	Item	
26	CLAUSE 26.0 : FINAL COMPLETION  <u>Fixed .R .....; Time .R.....; Value .R.....</u>	Item	
27	CLAUSE 27.0 : LATENT DEFECTS LIABILITY PERIOD  <u>Fixed .R .....; Time .R.....; Value .R.....</u>	Item	
28	CLAUSE 28.0 : SECTIONAL COMPLETION  <u>Fixed .R .....; Time .R.....; Value .R.....</u>	Item	
29	CLAUSE 29.0 : REVISION OF DATE FOR PRACTICAL COMPLETION  <u>Fixed .R .....; Time .R.....; Value .R.....</u>	Item	
30	CLAUSE 30.0 : PENALTY FOR NON-COMPLETION  <u>Fixed .R .....; Time .R.....; Value .R.....</u>  <b><u>PAYMENT</u></b>	Item	
31	CLAUSE 31.0 : INTERIM PAYMENT TO THE CONTRACTOR	Item	
<b>Carried Forward</b>			R
Section No. 1 Bill No. 1 Preliminary and General			

Provisional Bills of Quantities  
for Jacobsdal Recreational center  
Free State Department of Rural Development

	<p style="text-align: right;">Brought Forward</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><u>Clause 31.0 is amended as follows :</u></p> <p><u>i) Clause 31.2 shall be amended by adding the following to the end of the first sentence " as of the 25th day of the month, by no later than the 27th day of the month".</u></p> <p><u>ii) The inclusion of materials and good stored off Site in the amount authorised for payment in terms of Clause 31.6 shall be at the sole discretion of the principal agent and such inclusion shall only be considered upon the provision, by the Contractor, of an approved guarantee issued by a registered commercial bank and Clause 31.6.5 is therefore not applicable.</u></p> <p><u>Notwithstanding this or any other Clause, materials and goods stored off Site, shall not be included in the amount authorised for payment.</u></p> <p><u>iii) Clause 31.9 shall be amended replacing the phrase "seven (7) calendar days" in the first sentence with the phrase " thirty (30) calendar days ".</u></p> <p>32 CLAUSE 32.0 : ADJUSTMENT TO THE CONTRACT VALUE</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><u>Clause 32.0 is amended by the addition of the following clauses:</u></p> <p><u>32.16 The Employer shall also have the right by notice via the Principal Agent to the Contractor to omit any work covered by provisional amount or prime cost items contained herein.</u></p> <p><u>The Contractor shall not be entitled to claim for any loss of mark-up or discount resultant from the omission of any provisional amount or prime cost items.</u></p>	<p style="text-align: right;">R</p> <p style="text-align: center;">Item</p>	
	<p style="text-align: right;">Carried Forward</p> <p>Section No. 1 Bill No. 1 Preliminary and General</p>		<p style="text-align: right;">R</p>

Provisional Bills of Quantities  
for Jacobsdal Recreational center  
Free State Department of Rural Development

	Brought Forward		R
	<p><u>32.17 The omission of work from the Agreement and the performance thereof either in terms of 32.16 and/or the performance of such work after the construction period in respect of the relevant portion of the work by direct contract by any person in terms of 32.16 shall not entitle the Contractor to any attendance, mark-up, compensation, consideration, loss or damage under this Agreement other than that contained in Clause 22.</u></p>		
33	<p>CLAUSE 33.0 : RECOVERY OF EXPENSE AND LOSS</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><u>Clause 33.0 is amended by the following :</u></p> <p><u>Sub-clause 33.2 shall be amended by the insertion of the words "without prejudice to any other rights that he may have", between the words "Employer" and "may".</u></p>	Item	
34	<p>CLAUSE 34.0 : FINAL ACCOUNT AND FINAL PAYMENT</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><u>Clause 34.0 is amended by the following:</u></p> <p><u>Clause 34.10 is amended by the deletion of the words "seven (7)" in the second line and the substitution thereof with the words "thirty (30)".</u></p>	Item	
35	<p>CLAUSE 35.0 : PAYMENT TO OTHER PARTIES</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><b><u>TERMINATION</u></b></p>	Item	
36	<p>CLAUSE 36.0 : CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><u>Clause 36.0 is amended by the following:</u></p> <p><u>The addition of the following :</u></p>	Item	
	Carried Forward		R
	<p>Section No. 1 Bill No. 1 Preliminary and General</p>		

Provisional Bills of Quantities  
for Jacobsdal Recreational center  
Free State Department of Rural Development

	Brought Forward		R	
	<u>36.1.3 Is placed under provisional or final liquidation or judicial management</u>			
37	CLAUSE 37.0 : CANCELLATION BY EMPLOYER - LOSS AND DAMAGE	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
38	CLAUSE 38.0 : CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
39	CLAUSE 39.0 : CANCELLATION - CESSATION OF THE WORKS	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
	<u>DISPUTE</u>			
40	CLAUSE 40.0 : DISPUTE SETTLEMENT	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
	<u>SUBSTITUTE PROVISIONS</u>			
41	CLAUSE 41.0 : STATE CLAUSES	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
	<u>CONTRACT VARIABLES</u>			
	<u>THE SCHEDULE</u>			
42	CLAUSE 42.0 : PRE-TENDER INFORMATION	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
	<u>The preselected alternatives in the Contract Data Contractor - Employer indicate the preferences of the employer.</u>			
	<u>After consultation with the parties to the Agreement, the Contract data Contractor - Employer and such other pertinent documents as listed under item 42.4 will be updated and shall form part of this Agreement.</u>			
	Carried Forward		R	
	Section No. 1			
	Bill No. 1			
	Preliminary and General			

<p style="text-align: right;"><b>Brought Forward</b></p> <p><u>Further provisions and information agreed by the parties :</u></p> <p><u>The following documents shall form part of this agreement :</u></p> <ul style="list-style-type: none"> <li>- <u>Contract drawings</u></li> <li>- <u>Standard Preambles for Trades</u></li> <li>- <u>Contract Programme</u></li> </ul> <p><u>This agreement is the entire contract between the parties regarding the matters addressed herein. No representations, terms, conditions, or warranties not contained in this agreement shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating this agreement including this clause shall be effective unless reduced to writing and signed by the parties.</u></p> <p><u>Contracting parties</u></p> <p><u>As stipulated in the Contract Data</u></p> <p><b><u>CLAUSE 42.1 : CONTRACTING AND OTHER PARTIES</u></b></p> <p><b><u>42.1.1 Employer : Department of Agriculture, Land Reform and Rural Development</u></b></p> <p><b><u>Postal address : 136 Charlotte Maxeke Street</u></b>  <b><u>Sa Eagle Building-Ground Floor, Bloemfontein</u></b>  <b><u>Code : 9300</u></b></p> <p><b><u>Tel : 051 400 4200</u></b></p> <p><b><u>Fax :</u></b></p> <p><b><u>Physical address : 136 Charlotte Maxeke Street</u></b>  <b><u>Sa Eagle Building-Ground Floor, Bloemfontein</u></b>  <b><u>, 9300</u></b></p> <p><b><u>42.1.2 Principal agent : Durapi Consulting (Pty) Ltd</u></b></p>			R
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1 Bill No. 1 Preliminary and General</p>			R

<p style="text-align: right;"><b>Brought Forward</b></p> <p><b><u>Physical Address : Suit No 1094</u></b>  <b><u>Kellner Street Westdene</u></b>  <b><u>Bloemfontein</u></b>  <b><u>Code : 0699</u></b></p> <p><b><u>Telephone : 011 312 8629</u></b></p> <p><b><u>Fax : 011 312 8638</u></b></p> <p><b><u>Email : manjith@durapi.co.za</u></b></p> <p><b><u>42.1.3 Agent (1) : Durapi Consulting (Pty) Ltd</u></b></p> <p><b><u>Agents Service : Project Management</u></b></p> <p><b><u>Physical Address : Suit No 1094</u></b>  <b><u>Kellner Street Westdene Bloemfontein</u></b>  <b><u>Code : 0699</u></b></p> <p><b><u>Telephone : 011 312 8629</u></b></p> <p><b><u>Fax : 011 312 8638</u></b></p> <p><b><u>Email : manjith@durapi.co.za</u></b></p> <p><b><u>42.1.4 Agent (2) :</u></b></p> <p><b><u>Agents Service :</u></b></p> <p><b><u>Postal Address :</u></b></p> <p><b><u>Telephone :</u></b></p> <p><b><u>Fax :</u></b></p> <p><b><u>Email :</u></b></p> <p><b><u>42.1.5 Agent (3) : Durapi Consulting (Pty) Ltd</u></b></p> <p><b><u>Agents Service : Quantity Surveying</u></b></p> <p><b><u>Physical Address : Suit No 1094 Kellner Street</u></b>  <b><u>Westdene Bloemfontein</u></b>  <b><u>Code : 0699</u></b></p> <p><b><u>Telephone : 011 312 8629</u></b></p>		R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1 Bill No. 1 Preliminary and General</p>		R	

<p style="text-align: right;"><b>Brought Forward</b></p> <p><b><u>Fax :011 312-8638</u></b></p> <p><b><u>Email : manjith@durapi.co.za</u></b></p> <p><b><u>42.1.6 Agent (4) :Durapi Consulting (Pty) Ltd</u></b></p> <p><b><u>Agents Service : Architect</u></b></p> <p><b><u>Physical Address :</u></b></p> <p><b><u>Telephone :</u></b></p> <p><b><u>Fax :</u></b></p> <p><b><u>Email :</u></b></p> <p><b><u>42.1.7 Agent (5) : Durapi Consulting (Pty) Ltd</u></b></p> <p><b><u>Agents Service : Electrical</u></b></p> <p><b><u>Physical Address :</u></b></p> <p><b><u>Telephone :</u></b></p> <p><b><u>Email :</u></b></p> <p><b><u>42.1.8 Agent (6) :</u></b></p> <p><b><u>Agents Service :</u></b></p> <p><b><u>Physial Address :</u></b></p> <p><b><u>Code :</u></b></p> <p><b><u>Telephone :</u></b></p> <p><b><u>Email :</u></b></p> <p><b><u>CLAUSE 42.2 : CONTRACT DETAILS</u></b></p> <p><b><u>42.2.1 Works Description :</u></b></p> <p><b><u>Repairing of storm water damages to the facility</u></b></p> <p><b><u>42.2.2 Site description :</u></b></p>		R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1 Bill No. 1 Preliminary and General</p>		R	

Brought Forward	R
<u>Jacobsdal recreation center in the Free State Province</u>	
<u>42.2.3 Works or installations by Direct Contractors :</u>	
<u>Not Applicable</u>	
<u>42.2.4 Specific options that are applicable to a State Organ only :</u>	
<u>Where so :</u>	
<u>(1) Interest Rate Legislation</u>	
<u>Not Applicable</u>	
<u>(2) Lateral support insurance to be effected by the Contractor</u>	
<u>Not Applicable</u>	
<u>(3) Payment will be made for materials and goods</u>	
<u>No</u>	
<u>(4) Dispute Resolution by litigation</u>	
<u>No</u>	
<u>(5) Extended defects liability period applicable to the following elements</u>	
<u>Electrical installation - 12 calendar months</u>	
<u>42.2.5 Possession of the site is to be given on</u>	
<u>To be advised</u>	
<u>42.2.6 Period for the commencement of the works after the contractor takes possession of the site</u>	
<u>Immediate, subject to agreement with the principal agent</u>	
<u>42.2.7 For the Works as a whole :</u>	
<u>The date for Practical Completion and the penalty per calendar day</u>	
<u>To be advised</u>	
<u>R5,000.00 per calendar day</u>	
<u>42.2.8 For the Works in Sections :</u>	
<u>The date for Practical Completion and the penalty per calendar day</u>	
<u>Not Applicable</u>	
Carried Forward	R
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Brought Forward	R
<p><u>42.2.9 The Law applicable to this Agreement shall be that of Republic of South Africa</u></p>	
<p><u>CLAUSE 42.3 : INSURANCES</u></p>	
<p><u>42.3.1 Contract Works insurance to be effected by Contractor</u>  <u>For the Sum of</u>  <u>Contract Value plus ten percent (+ 10%)</u>  <u>With a deductible of</u>  <u>Zero comma one percent (0.1%)</u></p>	
<p><u>42.3.2 Supplementary insurance is required</u>  <u>Not Applicable</u></p>	
<p><u>42.3.3 Public Liability insurance to be effected by Contractor</u>  <u>For the Sum of</u>  <u>Ten Million Rand (R 10,000,000.00)</u>  <u>With a deductible of</u>  <u>Zero comma one percent (0.1%)</u></p>	
<p><u>42.3.4 Support Insurance to be effected by the Employer</u>  <u>For the Sum of</u>  <u>Not Applicable</u>  <u>With a deductible of</u>  <u>Not Applicable</u></p>	
<p><u>CLAUSE 42.4 : DOCUMENTS</u></p>	
<p><u>42.4.1 Waiver of the Contractor's lien or right of continuing possession is required</u>  <u>Yes</u></p>	
<p><u>42.4.2 Construction document copies to be supplied to the Contractor Free of charge</u>  <u>No of Three</u></p>	
<p><u>42.4.3 Bills of Quantities / Lump Sum document schedule of rates drawn up in accordance with Standard System of Measuring Building Work 2013 Sixth Edition (Second Revision)</u></p>	
Carried Forward	R
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Brought Forward		R	
<u>42.6.1 Contract documents marked and annexed hereto</u> <u>Marked</u> <u>Priced Bills of Quantities</u> <u>Yes / No</u> <u>Lump Sum Document</u> <u>Yes / No</u> <u>Guarantees</u> <u>Yes / No</u> <u>Contract drawings</u> <u>Yes / No</u> <u>Other Documents</u> <u>Yes / No</u>			
<u>42.6.2 Signed set of Contract Documents originals held by Principal Agent</u> <u>Yes / No</u> <u>If "No" held by</u> <u>Postal address</u>			
<u>Code</u>			
<u>Telephone</u>			
<u>Fax</u>			
<u>E-mail</u>			
<u>42.7 Dispute Resolution</u>			
<u>42.7.1 The default dispute resolution process is adjudication</u>			
<u>42.7.2 Where adjudication is elected</u>			
<u>(1) Adjudicator</u>			
<u>Postal address</u>			
<u>Code</u>			
<u>Telephone</u>			
<u>Fax</u>			
<u>E-mail</u>			
Carried Forward		R	
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<p style="text-align: right;">Brought Forward</p> <p><u>or</u></p> <p><u>(2) Adjudicator to be appointed by</u></p> <p><u>Name body</u></p> <p>_____</p> <p><u>42.7.3 Where Arbitration is elected or is required in terms of 40.5</u></p> <p><u>(1) Arbitrator</u></p> <p><u>Postal address</u></p> <p><u>Code</u></p> <p><u>Telephone</u></p> <p><u>Fax</u></p> <p><u>E-mail</u></p> <p><u>or</u></p> <p><u>(2) Arbitrator to be appointed by</u></p> <p><u>Name body</u></p> <p>_____</p> <p><u>42.7.4 Where Mediation is elected in terms of 40.6</u></p> <p><u>(1) Mediator</u></p> <p><u>Postal address</u></p> <p><u>Code</u></p> <p><u>Telephone</u></p> <p><u>Fax</u></p> <p><u>E-mail</u></p> <p><u>or</u></p>		R	
<p style="text-align: right;">Carried Forward</p> <p>Section No. 1 Bill No. 1 Preliminary and General</p>		R	

<p style="text-align: right;"><b>Brought Forward</b></p> <p><u>(2) Mediator to be appointed by</u></p> <p><u>Name body</u></p> <p>_____</p> <p><b><u>42.8 Signatures of the Contracting Parties</u></b></p> <p><b><u>Thus done and signed at</u></b></p> <p><b><u>on</u></b></p> <p>_____</p> <p><b><u>Name of signatory</u></b></p> <p>_____</p> <p><b><u>for and behalf of the Employer who by signature</u></b> <b><u>hereof warrants authorization hereto</u></b></p> <p>_____</p> <p><b><u>Capacity of signatory</u></b></p> <p>_____</p> <p><b><u>as Witness</u></b></p> <p><b><u>Thus done and signed at</u></b></p> <p>_____ <b><u>on</u></b></p> <p>_____</p> <p><b><u>Name of signatory</u></b></p> <p>_____</p> <p><b><u>for and behalf of the Contractor who by signature</u></b> <b><u>hereof warrants authorization hereto</u></b></p> <p>_____</p> <p><b><u>Capacity of signatory</u></b></p> <p>_____</p>	<p style="text-align: center; font-size: 24px;">R</p>
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1 Bill No. 1 Preliminary and General</p>	<p style="text-align: center; font-size: 24px;">R</p>

		Brought Forward	R
<u>as Witness</u>			
<u>PART B - PRELIMINARIES</u>			
43	CLAUSE 1.0 : DEFINITIONS AND INTERPRETATION	Item	
<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
<u>CLAUSE 2.0 : DOCUMENTS</u>			
44	2.1 Checking of documents	Item	
<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
45	2.2 Provisional Bills of Quantities	Item	
<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
<u>These provisional bills of quantities shall NOT be used for ordering purposes.</u>			
<u>No alteration, erasure, amendment, note, deletion, insertion, omission or addition is to be made to this document. Any such alteration, etc., made will not be recognised, but the reading of these bills of quantities, as prepared by the quantity surveyor, will be adhered to.</u>			
<u>The Tenderer is referred to the "Standard Preambles for Trades for full descriptions of materials and methods referred to be used in these bills of quantities insofar as they apply. Where descriptions in the bills of quantities differ from those in the Standard Preambles, the descriptions in the bills of quantities are to apply.</u>			
<u>No claim whatsoever shall be entertained in respect of errors in pricing due to brevity of descriptions of items in the bills which are fully described when read in conjunction with the relevant Standard Preambles.</u>			
		Carried Forward	R
Section No. 1 Bill No. 1 Preliminary and General			

<b>Brought Forward</b>		R	
<p><u>The rates contained in the priced bills of quantities shall apply irrespective of the final quantities of the different classes and kinds of work actually executed. No claims for extras, loss of profit, variation of rates or other similar claims will be entertained as a result of any variations whatsoever between the contract sum and the final value of the works.</u></p> <p><u>Budgetary Allowances and Prime Cost Amounts contained herein may be omitted or reduced at the principal agents discretion and the contractor shall not be entitled to claim for any loss by way of reduction or omission of any discounts, or percentage relating to Budgetary Allowances or Prime Cost Amounts or any loss of profit related thereto</u></p>			
46	2.3 Availability of Construction Documentation	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
47	2.4 Interests of Agents	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
48	2.5 Priced Documents	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
49	2.6 Tender submission	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
	<b><u>CLAUSE 3.0 : THE SITE</u></b>		
50	3.1 Defined Works Area	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
	<p><u>The contractor will be restricted to occupy only that portion of the site as indicated on the architects drawing and he shall on no account be allowed to extend his operations beyond the defined areas without the written approval of the principal agent.</u></p>		
<b>Carried Forward</b>		R	
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	<b>Brought Forward</b>		R
	<p><u>Within the defined restrictions and constraints, the contractor will be responsible for the location of his site establishment. Any required relocation thereof to meet the requirements of the programme / constraints of the site, will be for the contractors account. Access to the site for all construction vehicles will be restricted to entry and exit points to be agreed with the principal agent</u></p>		
51	3.2 Geotechnical Investigation	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
52	3.3 Inspection of the Site	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
	<p><u>Contractors are required to do their own site investigations at their costs including topography; availability &amp; location of services; access conditions; geotechnical founding conditions; cadastral information including boundary pegs and beacons.</u></p>		
53	3.4 Existing premises occupied	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
	<u>Existing premises will be occupied.</u>		
	<p><u>The contractor and employer acknowledge that they understand that, if any, the existing school buildings will continue to be utilised as school facilities during the construction contract and that all works are to be carried out in such a manner as to least interfere with the operations of the school.</u></p> <p><u>Prior to the award of the contract and following a detailed review of the contractors proposed method statement for the works, the contractor shall provide the principal agent with a plan indicating his proposed layout of plant and establishment on site, delivery routes, workmen's access, etc.</u></p>		
54	3.5 Previous Work - Dimensional Accuracy	Item	
	<b>Carried Forward</b>		R
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	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
55	3.6 Previous Work - Defects	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
56	3.7 Services - Known	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
	<b><u>Provision of temporary services is required</u></b>			
57	3.8 Services - Unknown	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
58	3.9 Protection of Trees	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
	<b><u>Protection of existing trees and shrubs is required.</u></b>			
	<b><u>Specific requirements : The existing landscaped areas and trees in the school premises are to be protected.</u></b>			
59	3.10 Articles of Value	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
60	3.11 Inspection of Adjoining Properties	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
	<b><u>CLAUSE 4.0 : MANAGEMENT OF CONTRACT</u></b>			
61	4.1 Management of the Works	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
62	4.2 Programme for the Works	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
63	4.3 Progress Meetings	Item		
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	Brought Forward		R
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
64	4.4 Technical Meetings	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
65	4.5 Labour and Plant Records	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
	<b><u>CLAUSE 5.0 : SAMPLES AND SHOP DRAWINGS</u></b>		
66	5.1 Samples of Materials	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
67	5.2 Workmanship samples	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
68	5.3 Shop drawings	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
	<p><u>The term "shop drawings" shall mean drawings, layout drawings, diagrams, illustrations, schedules, performance charts, brochures operating manuals and other data which are prepared by the contractor or any subcontractor, manufacturer, supplier or distributor and which illustrate manufacturing details and methods of execution of work.</u></p> <p><u>The contractor shall ensure that all shop drawings required for the works in terms of this Contract, all sub-contracts and/or any principal agents instruction, are prepared and submitted timeously in accordance with the following procedure:</u></p> <p><u>(I) Three prints of shop drawings of all fabricated work, working or setting out drawings, shop details and schedules shall be submitted to the principal agent for approval. Such work shall not be carried out until such approval has been given.</u></p>		
	Carried Forward		R
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<p style="text-align: right;">Brought Forward</p> <p>(ii) <u>Shop drawings shall be submitted to the principal agent for approval and the contractor is to allow the principal agent a reasonable check period (minimum one week) from the date of receipt of shop drawings, before returning the drawings to the contractor in accordance with the works programme.</u></p> <p>(iii) <u>All submissions shall be prepared in accordance with the contract drawings and specifications and/or any principal agents instructions and any deviation shall be specifically highlighted in writing, with a detailed explanation of the reason for such deviation, together with any cost and/or time implications.</u></p> <p><u>Delays in approval of shop drawings due to non-compliance with drawings, specifications and/or principal agents instructions, shall not constitute ground for any claims for delay, extension of time and the like.</u></p> <p>(iv) <u>When the principal agent advises that shop drawings have been approved, the original transparencies of such drawings shall immediately be submitted to the principal agent so that the principal agents stamp of approval may be appended thereto. Thereafter, four prints of the approved shop drawings, setting out drawings and schedules shall be furnished to the principal agent. As many prints of the approved shop drawings and schedules as required, shall also be furnished to the works. No work shall be performed in accordance with drawings and/or catalogues not stamped with the principal agents approval.</u></p> <p>(v) <u>The contractor, sub-contractor or supplier, as the case may be, shall be responsible for ensuring that all dimensions affecting shop drawings conform to the dimensions of built work.</u></p> <p>(vi) <u>The principal agents approval of shop drawings is limited to checking conformity with specification and shall not relieve the contractor, subcontractor or supplier of his responsibility for design where called for, erection or installation fit, nor does it vary his contractual or delictual obligations and liabilities.</u></p>			R
<p style="text-align: right;">Carried Forward</p> <p>Section No. 1 Bill No. 1 Preliminary and General</p>			R

	Brought Forward		R
	<p><u>(vii) Should the contractor, subcontractor or supplier be of the opinion that corrections to shop drawings made by the principal agent constitute a change to the scope of work, then he shall immediately advise the principal agent in writing of this, together with the cost and/or programme implications thereof, in order to obtain the principal agents directive.</u></p>		
	<b><u>CLAUSE 6.0 : TEMPORARY WORKS AND PLANT</u></b>		
69	6.1 Deposits and Fees	Item	
	<b><u>Fixed .R .....; Time .R.....; Value .R.....</u></b>		
70	6.2 Enclosure of the Works	Item	
	<b><u>Fixed .R .....; Time .R.....; Value .R.....</u></b>		
71	6.3 Advertising	Item	
	<b><u>Fixed .R .....; Time .R.....; Value .R.....</u></b>		
72	6.4 Plant, Equipment, Sheds and Offices	Item	
	<b><u>Fixed .R .....; Time .R.....; Value .R.....</u></b>		
73	6.5 Main Noticeboard	Item	
	<b><u>Fixed .R .....; Time .R.....; Value .R.....</u></b>		
74	6.6 Sub-Contractor's Noticeboard	Item	
	<b><u>Fixed .R .....; Time .R.....; Value .R.....</u></b>		
	<b><u>CLAUSE 7.0 : TEMPORARY SERVICES</u></b>		
75	7.1 Location	Item	
	<b><u>Fixed .R .....; Time .R.....; Value .R.....</u></b>		
76	7.2 Water	Item	
	<b><u>Fixed .R .....; Time .R.....; Value .R.....</u></b>		
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	<u>The Employer shall provide for the works in accordance with Option C.</u>			
77	7.3 Electricity	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
	<u>The Employer shall provide for the works in accordance with Option C.</u>			
78	7.4 Telecommunication Facilities	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
	<u>The Contractor shall provide telecommunication facilities in accordance with Option B.</u>			
79	7.5 Ablution Facilities	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
	<u>The Contractor shall provide toilets in accordance with Option A.</u>			
	<b>CLAUSE 8.0 : PRIME COST AMOUNTS</b>			
80	8.1 Responsibility for Prime Cost Amounts	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
	<b>CLAUSE 9.0 : ATTENDANCE ON N/S SUBCONTRACTORS</b>			
81	9.1 General Attendance	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
	<u>The contractor will be responsible for the co-ordination and programming of the works undertaken by N/S Subcontractors. The Contractor will also allow the N/S Subcontractors to use, free of charge, the latrine facilities and water and power supplies on site, and shall not in any way hinder or prevent the execution of their work.</u>			
82	9.2 Special Attendance	Item		
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	<b>Brought Forward</b>		R
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
83	9.3 Commissioning - Fuel, Water and Power	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
	<b><u>CLAUSE 10.0 : FINANCIAL ASPECTS</u></b>		
84	10.1 Statutory taxes duties and levies	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
85	10.2 Payment of Preliminaries	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
86	10.3 Adjustment of Preliminaries	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
87	10.4 Payment Certificate Cash Flow	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
88	10.5 Contractor Information Supply	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
	<b><u>CLAUSE 11.0 : GENERAL</u></b>		
89	11.1 Protection of the works	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
90	11.2 Protection / isolation of existing / sectionally occupied works	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
91	11.3 Security of the works	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
92	11.4 Notice before covering work	Item	
	<b>Carried Forward</b>		R
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	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
93	11.5 Disturbance	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
94	11.6 Environmental disturbance	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
95	11.7 Works cleaning and clearing	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
96	11.8 Vermin	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
97	11.9 Overhand work	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
98	11.10 Instruction Manuals and Guarantees	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
	<u>On achievement of practical completion the contractor is to hand over manual etc related to the works as listed below :</u>		
	<u>(1) Operating and Instruction manuals</u>		
	<u>All services subcontracts appointed through this Agreement including separate submissions for each Domestic subcontractor appointed by the Service subcontractors.</u>		
	<u>(2) Product guarantees and Manufacturers' instructions</u>		
	<u>All proprietary specified products / equipment that carries a Manufacturers' guarantee and needs to be maintained in a prescribed manner</u>		
99	11.11 As built Information	Item	
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	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
100	11.12 Tenant Installations	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
	<b><u>CLAUSE 12.0 : SCHEDULE OF VARIABLES</u></b>			
	<b><u>12.1 PRE-TENDER INFORMATION</u></b>			
101	12.1.1 Provisional bills of quantities	Item		
	<u>The quantities are provisional</u>			
	<u>Yes</u>			
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
102	12.1.2 Availability of construction documentation	Item		
	<u>Construction documentation is complete</u>			
	<u>No</u>			
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
103	12.1.3 Interests of Agents	Item		
	<u>Nil</u>			
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
104	12.1.4 Defined Works area	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
105	12.1.5 Geotechnical Investigation	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
106	12.1.6 Existing premises occupied	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
107	12.1.7 Previous Work - Dimensional Accuracy	Item		
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108	12.1.8 Previous Work - Defects	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
109	12.1.9 Services - Known	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
110	12.1.10 Protection of Trees	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
111	12.1.11 Inspection of Adjoining properties	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
112	12.1.12 Enclosure of the Works	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
113	12.1.13 Offices	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
114	12.1.14 Main Noticeboard	Item		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
115	12.1.15 Subcontractors Noticeboard	Item		
	<u><b>A noticeboard is required</b></u>			
	<u><b>No</b></u>			
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
116	12.1.16 Water	Item		
	<u><b>Alternative Selected</b></u>			
	<u><b>Option C (by employer - metered)</b></u>			
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>			
117	12.1.17 Electricity	Item		
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	<u>Alternative Selected</u> <u>Option C (by employer - metered)</u>		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
118	12.1.18 Telecommunication Facilities	Item	
	<u>Alternative Selected</u> <u>Option B (by employer - metered)</u>		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
119	12.1.19 Ablution Facilities	Item	
	<u>Alternative Selected</u> <u>Option A (by contractor)</u>		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
	<u>The new WC's, WC's existing buildings and / or</u> <u>other sanitary fittings installed in the buildings shall</u> <u>not be used by the workmen under any</u> <u>circumstances.</u>		
120	12.1.20 Protection of existing / sectionally occupied works	Item	
	<u>Protection is required</u> <u>Yes</u>		
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
121	12.1.21 Special Attendance	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
122	12.1.22 Protection of the Works	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
	<u>The contractor shall provide for the protection of all</u> <u>work for which a certificate of practical completion</u> <u>has not yet been issued and which is liable to be</u> <u>damaged from any cause, which protection shall,</u> <u>inter alia, include ;</u>		
	Carried Forward		R
	Section No. 1 Bill No. 1 Preliminary and General		

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	Brought Forward		R
	<p>i) <u>the protection of the works from inclement weather, exposure to the sun and the removal of water from whatever source from the works (keeping excavations free of water separately measured)</u></p> <p>ii) <u>the provision and maintenance of all necessary temporary protection of finished and/or existing work liable to be damaged during the progress of the works by properly covering up, isolating, etc., as required</u></p> <p><u>The contractor shall be responsible for any damage which may occur and shall make good at his own expense</u></p>		
123	12.1.23 Disturbance	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
	<u>The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent</u>		
124	12.1.24 Environmental Disturbance	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
	<b><u>12.2 POST-TENDER INFORMATION</u></b>		
125	12.2.1 Payment of preliminaries	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
	<u>The payment of preliminaries shall be according to the option selected by the Contractor. The amount included in each monthly payment certificate in respect of preliminaries as stated in the contractor data shall be:</u>		
	<u>Option A (prorated)</u>		
	<u>Yes/No</u>		
	<u>Option B (calculated)</u>		
	Carried Forward		R
	Section No. 1		
	Bill No. 1		
	Preliminary and General		

<b>Brought Forward</b>			R
	<u>Yes/No</u>		
126	12.2.2 Adjustment of preliminaries	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
	<u>The amount or items of preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time and/or value have on preliminaries. Such an adjustment shall be based on the particulars provided by the contractor for this purpose in terms of Option A or B and shall preclude any further adjustment of preliminaries.</u>		
	<u>Option A (three categories)</u>		
	<u>Yes/No</u>		
	<u>Option B (detailed breakdown)</u>		
	<u>Yes/No</u>		
127	12.2.3 Additional agreed Preliminaries items	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
	<b><u>PART C - ADDITIONAL PRELIMINARIES</u></b>		
	<u>The following clauses are additional to or, augment the clauses contained in Parts A and B</u>		
	<b><u>1.0 THE SITE</u></b>		
128	CLAUSE 1.1 : UNAUTHORISED PERSONS ON SITE	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
	<u>The contractor shall at all times strictly exclude all unauthorized persons from the works.</u>		
	<u>No workmen are to be allowed under any circumstances to sleep or deposit any personal effects on the premises. The contractor must provide any necessary independent shelters or sheds required for any workmen or watchmen left on the site.</u>		
<b>Carried Forward</b>			R
Section No. 1			
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		Brought Forward	R
	<p><u>Furthermore, the contractor shall take all measures necessary to ensure that no unauthorised workmen are allowed into the building at any time without the specific permission of the principal agent.</u></p>		
129	<p>CLAUSE 1.2 : ACCESS TO SITE</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p>	Item	
130	<p>CLAUSE 1.3 : MAINTENANCE OF ROADS AND SERVICES</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><u>The contractor shall keep the approaches to the site clear of mud, other debris and the like caused by the contractor or any subcontractors.</u></p> <p><u>Damages caused to public and private roads and services due to negligence by the contractor, shall be made good by the contractor at his own expense.</u></p> <p><b><u>2.0 FINANCIAL ASPECTS</u></b></p>	Item	
131	<p>CLAUSE 2.1 : PRICING OF PRELIMINARIES</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><u>These bills of quantities have been formulated in the conventional manner, whereby the preliminaries have been included as a separate section, in order to enable tenderers to price their site establishment costs, site management, etc.</u></p> <p><u>In pricing the preliminaries, tenderers are required to price the relevant items individually, as a single lump sum preliminaries amount will not be accepted.</u></p>	Item	
		Carried Forward	R
<p>Section No. 1  Bill No. 1  Preliminary and General</p>			

	Brought Forward		R
	<p><u>In the event that a tenderer elects not to price the preliminaries section as contained within these bills of quantities, then it will be deemed that all relevant preliminaries costs have been included within the rates as tendered within the measured bills of quantities. Adjustment of the preliminaries will, in this instance, only be by way of remeasured final quantities applied to tendered rates. Tenderers acknowledge that by pricing the preliminaries in this way, they will forfeit any claim for the independent adjustment of preliminaries costs arising out of an extension of the construction period granted in terms of Clause A29.</u></p>		
132	<p>CLAUSE 2.2 : PRICING OF BILLS</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><u>Tenderers are 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 packing, duties, taxes, imposts, establishment charges, overheads, profit and all other obligations arising out of the agreement.</u></p> <p><u>Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the tenderer's omission to price any item will be entertained.</u></p> <p><u>Prices for all plant, temporary works, services and other items provided shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary.</u></p>	Item	
	Carried Forward		R
	<p>Section No. 1 Bill No. 1 Preliminary and General</p>		

<b>Brought Forward</b>			<b>R</b>
	<p><u>The contractor shall execute work during overtime hours as necessary in order to complete the project within the agreed construction period and shall provide such resources and work such overtime hours as necessary. Costs for the execution of this work under these conditions shall be included within the contract sum.</u></p>		
133	<p>CLAUSE 2.3 : NATURE OF PROJECT IN RELATION TO PRICING</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><u>Tenderers are advised that the nature of this contract is such that the detail design will evolve in parallel with construction.</u></p>	Item	
134	<p>CLAUSE 2.4 : COSTS OF CLAIMS</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><u>All costs incurred by the contractor in the preparation of claims to the satisfaction of the principal agent and/or quantity surveyor shall be borne by the contractor.</u></p> <p><u>The contractor together with the Principal Agent shall provide a written opinion on all claims, including those submitted by selected/nominated subcontractors, pertaining to reduced time available for execution of the relevant work, out-of-sequence working, lack of access or claims of a similar nature.</u></p> <p><b><u>3.0 INSURANCES</u></b></p>	Item	
135	<p>CLAUSE 3.1 : SATISFACTION OF CONTRACTOR AS TO SCOPE OF INSURANCES</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><u>Submission of a tender shall be deemed as acceptance by the contractor that he is satisfied with the scope of the insurances effected by the employer, supplemented by any additional insurance considered necessary by himself.</u></p>	Item	
<b>Carried Forward</b>			<b>R</b>
<p>Section No. 1 Bill No. 1 Preliminary and General</p>			

	Brought Forward		R
	<p><u>The employer warrants that the insurances effected by him shall remain in force for the duration of the contract including the period of maintenance.</u></p> <p><u>Any clarification of the scope of cover provided by the policies arranged by the employer should be obtained from the employers insurance brokers.</u></p> <p><u>The contractor warrants that he shall give all notices and shall observe all the terms and conditions and requirements of all insurances applicable to this contract.</u></p> <p><u>Where the contractor is responsible for the appointment of sub-contractors, then the contractor shall:</u></p> <p>i) <u>ensure that potential and appointed subcontractors are aware of the whole content of Clauses A10.0, A11.0 and A12.0</u></p> <p>ii) <u>ensure the compliance of subcontractor with these Clauses where applicable.</u></p>		
136	<p>CLAUSE 3.2 : CLAIMS UNDER INSURANCE ARRANGED BY THE EMPLOYER</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><u>In the event of any occurrence which is likely to give rise to a claim under the insurances arranged by the employer, the contractor / subcontractor shall :-</u></p> <p>i) <u>In addition to any statutory requirement or other requirements contained in the agreement, immediately notify the employers insurance brokers by telephone or telefax, giving the circumstances, nature and an estimate of the loss or damage or liability;</u></p> <p>ii) <u>Complete a claims advice form as per Annexure L, in conjunction with both the principal agent and the employer and return it to the insurance brokers without delay;</u></p>	Item	
	Carried Forward		R
	<p>Section No. 1 Bill No. 1 Preliminary and General</p>		

	Brought Forward		R
	<p><u>iii) Assist as required, in negotiations of the settlement of claims with the insurers through the employers insurance brokers.</u></p> <p><u>The employer shall have the right to make all and any enquiry on the site or elsewhere as to the cause and results of any such occurrence and the contractor shall give the employer and his insurers full facilities for carrying out such enquiries.</u></p> <p><b>4.0 DIRECT CONTRACTS</b></p>		
137	<p>CLAUSE 4.1 : DIRECT AND SEPARATE CONTRACTS</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><u>The employer shall have the right to employ other contractors (hereinafter referred to as Direct Contractors) to execute any special or other works, whether contained in this agreement or not, concurrently with the work being executed under this agreement.</u></p> <p><u>In addition, the employer shall have the right to send his own employees or direct contractors on to the works for the purpose of installing tenant installations and requirements and any other special installations and systems. The contractor is to allow against the relevant items as described in this Clause, for any costs, as no additional claims will be entertained due to the presence on the works of such direct contractors, employers employees or tenants.</u></p> <p><u>Should the contractor be required to make good after such direct contractors, employers employees or tenants or to carry out jobbing, etc., the contractor will be recompensed for any costs incurred by him in terms of Clause A32 of the preliminaries.</u></p>	Item	
	Carried Forward		R
	<p>Section No. 1 Bill No. 1 Preliminary and General</p>		

	Brought Forward		R
	<p><u>The contractor shall not be entitled to any percentage, profit or discount on the value of any work executed by direct contractors but shall nevertheless allow these direct contractors and the employers employees to have access to the works, allocate reasonable space in the building for the storage of their materials, tools and equipment, and co-ordinate via the principal agent, the work of such direct contractors as necessary, all to the satisfaction of the principal agent. The contractor shall allow the direct contractors, etc., to use, free of charge, the latrine accommodation and water and power supply on the site, and shall not in any way hinder or prevent the execution of their work.</u></p> <p><b><u>5.0 HANDOVER, GUARANTEES AND MAINTENANCE INSTRUCTIONS / MANUALS</u></b></p>		
138	<p>CLAUSE 5.1 : AS BUILT DRAWINGS</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p>	Item	
139	<p>CLAUSE 5.2 : GUARANTEES AND MAINTENANCE INSTRUCTIONS / MANUALS</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><u>The contractor shall obtain and hand over to the principal agent on practical completion, all relevant guarantees and operating and maintenance manuals, as required by the principal agent or provided by manufacturers, suppliers or subcontractors.</u></p> <p><u>The contractor shall ensure that all warranties and guarantees received are fully ceded to the employer on works completion, failing which, the issue of the works completion certificate and the release of construction guarantee, will be withheld until this is satisfactorily completed.</u></p>	Item	
	Carried Forward		R
<p>Section No. 1 Bill No. 1 Preliminary and General</p>			

	Brought Forward		R
	<p><u>The guarantees shall state that workmanship, materials and installations are guaranteed for a specified period reckoned from the date of practical completion of the works and that any defects in the workmanship, materials and installation that may arise during that period, shall be made good at the expense of the contractor / subcontractors doing the work, upon written notice from the principal agent or the employer to do so.</u></p>		
140	<p>CLAUSE 5.3 : SECURITY AT COMPLETION</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><u>At completion, the contractor shall leave the works secure with all accesses locked. The contractor shall account for and hand over to the principal agent all keys, properly labelled with an itemised schedule to be signed by the principal agent as receipt.</u></p> <p><b><u>6.0 GENERAL</u></b></p>	Item	
141	<p>CLAUSE 6.1 : CONTRACTOR TO BE RESPONSIBLE</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><u>The contractor acknowledges that the principal objective of his appointment is his expert knowledge in the execution of the scope of work of this contract. The contractor shall be solely responsible for all aspects of the construction of the works including but not limited to management, resourcing, programming and co-ordination of sequencing of work all as required for the type of project described and within the time limits and quality standards specified.</u></p>	Item	
142	<p>CLAUSE 6.2 : NOTICE BOARDS, MEDIA RELEASES, ADVERTISING, ETC.</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><u>All rights of publication of articles in the media, together with any advertising relating to, or in any way connected with this project, shall vest with the employer.</u></p>	Item	
	Carried Forward		R
	<p>Section No. 1 Bill No. 1 Preliminary and General</p>		

	Brought Forward		R
	<p><u>The contractor together with his subcontractors shall not, without the written consent of the employer, cause any statement or advertisement to be printed, screened or aired by the media, or have any advertising signage displayed on site.</u></p>		
143	<p>CLAUSE 6.3 : METHOD STATEMENT</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><u>The contractor shall produce, when required to do so by the principal agent, a method statement outlining the methods of construction and labour and plant resources that he proposes to use in the execution of the works. Any approval given or observation made by the principal agent shall not relieve the contractor of his sole responsibility to adopt the methods of construction and to provide the labour and plant resources necessary for the due and proper timeous execution of the works.</u></p>	Item	
144	<p>CLAUSE 6.4 : OVERLOADING</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><u>The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works, scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc., to the principal agent for their approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agents requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense.</u></p>	Item	
145	<p>CLAUSE 6.5 : STRUCTURAL SAFETY</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p>	Item	
	Carried Forward		R
	<p>Section No. 1 Bill No. 1 Preliminary and General</p>		

	Brought Forward		R
	<p><u>The contractor shall take all reasonable measures to ensure that all alteration works are structurally practicable and safe. The contractor shall provide and price under the relevant demolition item, for all necessary temporary propping and support which may be required.</u></p>		
146	<p>CLAUSE 6.6 : CONDEMNED WORK</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><u>The contractor shall remove from the site all materials not conforming with the relevant specification and condemned by the principal agent, whether incorporated in the works or not. He shall replace such material and re-execute the affected work in accordance with the contract and without expense to the employer.</u></p> <p><u>The contractor shall also bear the expense of making good any other work damaged or destroyed by such removal or replacement.</u></p>	Item	
147	<p>CLAUSE 6.7 : PHOTOGRAPHIC RECORD</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><u>A two weekly photographic record is to be provided by the contractor, recording the state of progress of the works. Copies of each photograph annotated with the location and date, are to be made available to the employer via the principal agent.</u></p>	Item	
148	<p>CLAUSE 6.8 : MODE OF PROCEDURE</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><u>Notwithstanding anything to the contrary contained herein, the principal agent at all times reserves the right to direct the order in which the various parts of the contract are to be executed. The contractor shall give priority to any individual section or portion of the works that, in the opinion of the principal agent, requires to be expedited.</u></p>	Item	
	Carried Forward		R
	<p>Section No. 1 Bill No. 1 Preliminary and General</p>		

	Brought Forward		R
	<p><u>Should the contractor and/or principal agent be of the opinion that such instruction warrants a revision of date for practical completion and / or an adjustment to the contract value then this will be dealt with in terms of clause 29 and clause 32.</u></p> <p><u>Should it appear, in the principal agents opinion, that work in any area is not being executed in accordance with the requirements of the programme, the contractor shall provide additional manpower and resources and shall work additional overtime and do everything else required to bring the work back to programme to the satisfaction of the principal agent.</u></p>		
149	<p>CLAUSE 6.9 : ROYALTIES, PATENT RIGHTS AND FEES</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><u>The contractor shall indemnify the principal agent against any action, claim, demand, costs or expenses arising from or incurred by reason of any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the contractor, but such indemnity shall not cover any use of the equipment or part thereof otherwise than in accordance with the provisions of the specification.</u></p> <p><u>All payments and royalties payable in one sum or by instalments or otherwise, shall be included by the contractor in the price and shall be paid by him to those to whom they may be due or payable.</u></p> <p><u>In the event of any claim being made or action brought against the principal agent arising out of the matter referred to in this clause, the contractor shall be promptly notified thereof and may, at his own expense, conduct negotiations for the settlement of the same and/or litigation, that may arise therefrom. The principal agent shall not, unless and until the contractor shall have failed to take over and conduct the negotiations of litigation, make any admission which might be prejudicial thereto.</u></p>	Item	
	Carried Forward		R
	<p>Section No. 1 Bill No. 1 Preliminary and General</p>		

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	Brought Forward		R
	<p><u>The conduct by the contractor of such negotiations or litigation shall be conditional upon the contractor having first given the principal agent such reasonable security as shall from time to time be required by the principal agent, to cover the amount ascertained or agreed or estimated, as the case may be, or any compensation, damage, expenses and costs for which the principal agent may become liable in respect of such infringement as aforesaid. The principal agent shall, at the request of the contractor, afford all available assistance for the purpose of contesting any such claim or action and shall be repaid the expenses incurred in doing so.</u></p> <p><u>The conduct by the contractor of such negotiations or litigation shall be conditional upon the contractor having first given the principal agent such reasonable security as shall from time to time be required by the principal agent, to cover the amount ascertained or agreed or estimated, as the case may be, or any compensation, damage, expenses and costs for which the principal agent may become liable in respect of such infringement as aforesaid. The principal agent shall, at the request of the contractor, afford all available assistance for the purpose of contesting any such claim or action and shall be repaid the expenses incurred in doing so.</u></p>		
150	<p>CLAUSE 6.10 : CONTINUOUS SUPPLY OF ELECTRICITY</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p> <p><u>The contractor shall allow for the provision of suitable standby generated power including all connection, fuel and maintenance costs to meet the requirement of the contract.</u></p>	Item	
151	<p>7.0 INTERFERENCE WITH TRAFFIC FLOW AND NEARBY PROPERTIES</p> <p><u>Fixed .R .....; Time .R.....; Value .R.....</u></p>	Item	
	Carried Forward		R
	<p>Section No. 1 Bill No. 1 Preliminary and General</p>		

	Brought Forward		R
	<p><u>All operations necessary for the execution of the works and for the construction of any temporary works shall not interfere unnecessarily or improperly with the access of the public to permanent roads and footpaths. The Contractor shall indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in respect of or in relation to any such matters.</u></p> <p><u>The Contractor shall at all times accommodate such provisions as may be necessary in the opinion of the Principal Agent to ensure that disruption to the occupants of the nearby buildings or the public is kept to an absolute minimum.</u></p> <p><u>The Contractor shall make all necessary provisions in his rates for his requirements and no additional entitlement on the part of the Contractor in compliance with these requirements shall be entertained.</u></p> <p><u>The Contractor must reinstate the existing streets, paving's, kerbs, etc. to their original condition on completion of the building operations to the satisfaction of the Principal Agent.</u></p>		
152	8.0 INFRINGEMENT WARRANTY	Item	
	<u>Fixed .R .....; Time .R.....; Value .R.....</u>		
153	Community liaison officer (CLO)	No	
	<p><u>The CLO will be responsible will include EPWP reporting on a monthly basis</u></p> <p><u>The contractor must issue copies of the CLO valid payslip to the Principal Agent as well as Department of Rural Development</u></p> <p><u>THE CONTRACTOR HEREBY:</u></p> <p><u>(i) warrants to the Employer that he has the right to perform the contract works;</u></p> <p><u>(ii) warrants that in so performing the contract works that he shall not infringe the rights of any other person.</u></p>		
	Carried Forward		R
	<p>Section No. 1 Bill No. 1 Preliminary and General</p>		

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Item No	Quantity	Rate	Amount
<b><u>BILL NO. 1</u></b>			
<b><u>ALTERATIONS</u></b>			
<u>View site</u>			
Before submitting his tender the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials salvageable from the alterations. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained			
<u>General</u>			
The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to tenants in the building and to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent			
Doors, fanlights, windows, fittings, frames, linings, etc which are to remain the property of the employer shall be carefully taken out, temporarily stored, transported over a distance of approximately 7km to store and handed over to the employer			
Doors, fanlights, windows, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehangng, cramping up, re-wedging as required and making good cramps, dowels, etc, and oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately			
With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork			
<b>Carried Forward</b>			R
Section No. 2 Bill No. 1 Alterations			

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<b>Brought Forward</b>			<b>R</b>
<p>Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary</p> <p>The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc)</p> <p><b><u>REMOVAL OF EXISTING WORK</u></b></p> <p><b><u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc</u></b></p>			
1	Sisalation insulation	m2	203
2	Existing damaged roof covering	m2	203
<b><u>Taking out and removing sundry joinery work</u></b>			
3	Meranti skirting including 19mm quarter rounds	m	72
<b><u>Taking up and removing vinyl floor coverings, carpeting, etc</u></b>			
4	Vinyl sheeting to damaged sections	m2	127
<b>Carried Forward to Summary of Section No. 2</b>			<b>R</b>
Section No. 2			
Bill No. 1			
Alterations			

**Item  
No**

## R

R

[illegible]

Item No	Quantity	Rate	Amount
<b><u>BILL NO. 5</u></b>  <b><u>FLOOR COVERINGS, PLASTIC LININGS, ETC</u></b>  Tenderers are referred to the Model Preambles for All Trades as published by the Association of South African Quantity Surveyors (Tel. 011-315 4140) and the Architectural and Structural Works Information before pricing this Bill of Quantities			
<b><u>FLOOR COVERINGS</u></b>  <u>Prepare and Supply and fix 2.0mm thick "2000 PUR" lifelong polish free shadow (colour code: 8150) homogeneous vinyl floor sheeting to match existing, laid in acrylic adhesive spread with notched trowel on suitably prepared cement screed floors with hygrometer reading showing a moisture content of less than 70% with joints welded with a fully flexible coloured Polyflor welding rod to provide smooth hygienic sealed finish and rolled with 68kg articulated floor roller. All in accordance with the manufacturer's recommendations colour to Architects choice</u>			
1	On smooth screeded floors.	m2	127
<b>Carried Forward to Summary of Section No. 2</b> Section No. 2 Bill No. 5 Floor Coverings, Wall Linings, etc			R

	Quantity	Rate	Amount
2	351		
m	72		
		R	

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Bill No	SECTION SUMMARY - Gymnasium	Page No	Amount
1	Alterations	62	
2	Waterproofing	63	
3	Roof Coverings, cladding etc	64	
4	Carpentry & Joinery	65	
5	Floor Coverings, Wall Linings, etc	66	
6	Paintwork	67	
Carried to Final Summary			R
Section No. 2			

**Provisional Bills of Quantities  
for Jacobsdal Recreational center  
Free State Department of Rural Development**

Item No	Quantity	Rate	Amount
<b><u>BILL NO. 1</u></b>			
<b><u>ALTERATIONS</u></b>			
<u>View site</u>			
Before submitting his tender the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials salvageable from the alterations. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained			
<u>General</u>			
The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to tenants in the building and to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent			
Doors, fanlights, windows, fittings, frames, linings, etc which are to remain the property of the employer shall be carefully taken out, temporarily stored, transported over a distance of approximately 7km to store and handed over to the employer			
Doors, fanlights, windows, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and re-hanging, cramping up, re-wedging as required and making good cramps, dowels, etc, and oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately			
With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork			
<b>Carried Forward</b>		R	
Section No. 3 Bill No. 1 Alterations			

**Provisional Bills of Quantities  
for Jacobsdal Recreational center  
Free State Department of Rural Development**

<b>Brought Forward</b>			<b>R</b>
<p>Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary</p> <p>The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc)</p> <p><b><u>REMOVAL OF EXISTING WORK</u></b></p> <p><b><u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc</u></b></p>			
1	Plasterboard ceiling including cornices, timber bandering, etc	m2	143
<b><u>Taking out and removing sundry joinery work</u></b>			
2	Meranti skirtings including 19mm quarter round	m	67
<b><u>Taking up and removing vinyl floor coverings, carpeting, etc</u></b>			
3	Vinyl sheeting to damaged sections	m2	50
<b><u>CLEANING, ETC OF EXISTING SURFACES</u></b>			
<b><u>Sundries</u></b>			
<b><u>Cleaning of existing surfaces including making good to joints where necessary</u></b>			
4	Cleaning on top of concrete slab	m2	143
5	Cleaning all weep holes and downpipes that feed JoJo tanks	No	10
<b>Carried Forward to Summary of Section No. 3</b>			<b>R</b>
Section No. 3			
Bill No. 1			
Alterations			

**Item  
No**

## CARPENTRY AND JOINERY

## SUPPLEMENTARY PREAMBLES

## SKIRTINGS

1 76 x 16mm Meranti skirting and 19mm quadrant bead nailed and silicone between skirting and flooring

m

67

R

-72-

-73-

**Item  
No**

## FLOOR COVERINGS, PLASTIC LININGS, ETC

Quantity

Amount

**Prepare and Supply and fix 2.0mm thick “2000 PUR” lifelong polish free shadow (colour code: 8150) homogeneous vinyl floor sheeting to match existing, laid in acrylic adhesive spread with notched trowel on suitably prepared cement screed floors with hygrometer reading showing a moisture content of less than 70% with joints welded with a fully flexible coloured Polyflor welding rod to provide smooth hygienic sealed finish and rolled with 68kg articulated floor roller. All in accordance with the manufacturer’s recommendations colour to Architects choice**

1 On smooth screeded floors.

m2

50

R

-74-

-75-

**Provisional Bills of Quantities  
for Jacobsdal Recreational center  
Free State Department of Rural Development**

Bill No	<u>SECTION SUMMARY - Passage</u>	Page No	Amount
1	Alterations	70	
2	Waterproofing	71	
3	Carpentry & Joinery	72	
4	Ceilings, Partitions & Access Flooring	73	
5	Floor Coverings, Wall Linings, etc	74	
6	Paintwork	75	
Section No. 3		Carried to Final Summary	
R			

**Provisional Bills of Quantities  
for Jacobsdal Recreational center  
Free State Department of Rural Development**

Item No		Quantity	Rate	Amount
	<b><u>BILL NO. 1</u></b>			
	<b><u>ALTERATIONS</u></b>			
	<u>View site</u>			
	Before submitting his tender the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials salvageable from the alterations. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained			
	<u>General</u>			
	The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to tenants in the building and to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent			
	Doors, fanlights, windows, fittings, frames, linings, etc which are to remain the property of the employer shall be carefully taken out, temporarily stored, transported over a distance of approximately 7km to store and handed over to the employer			
	Doors, fanlights, windows, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehangng, cramping up, re-wedging as required and making good cramps, dowels, etc, and oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately			
	With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork			
	<b>Carried Forward</b>		R	
	Section No. 4 Bill No. 1 Alterations			

**Provisional Bills of Quantities  
for Jacobsdal Recreational center  
Free State Department of Rural Development**

<b>Brought Forward</b>			<b>R</b>
<p>Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary</p> <p>The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc)</p> <p><b><u>REMOVAL OF EXISTING WORK</u></b></p> <p><b><u>Taking out and removing sundry joinery work</u></b></p>			
1	Meranti skirtings including 19mm quarter round	m	83
<p><b><u>Taking up and removing vinyl floor coverings, carpeting, etc</u></b></p>			
2	Vinyl sheeting to damaged sections	m2	139
<p><b>Carried Forward to Summary of Section No. 4</b></p> <p>Section No. 4 Bill No. 1 Alterations</p>			<b>R</b>



**Provisional Bills of Quantities  
for Jacobsdal Recreational center  
Free State Department of Rural Development**

	Quantity	Rate	Amount
2	139		
		R	

**Provisional Bills of Quantities  
for Jacobsdal Recreational center  
Free State Department of Rural Development**

Item No		Quantity	Rate	Amount
	<b><u>BILL NO. 4</u></b>  <b><u>PAINTWORK</u></b>  Tenderers are referred to the Model Preambles for All Trades as published by the Association of South African Quantity Surveyors (Tel. 011-315 4140) and the Architectural and Structural Works Information before pricing this Bill of Quantities			
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>  <b><u>Proprietary items or materials</u></b>  Proprietary items or materials where specified are to be of the brand specified or other approved by the Representative / Agent  <b><u>PAINTWORK ETC TO NEW WORK</u></b>  <b><u>ON WOOD</u></b>  <u>Spot, sand down and prepare wood surfaces and apply one coat teak on delivery to site, prior to building in, thereafter apply three coats "Dulux Woodguard Timberpreservative G126" matt clear varnish</u>			
1	Skirting	m	83	
	<p style="text-align: right;"><b>Carried Forward to Summary of Section No. 4</b></p> <p>Section No. 4 Bill No. 4 Paintwork</p>			R

**Provisional Bills of Quantities  
for Jacobsdal Recreational center  
Free State Department of Rural Development**

Bill No	<u>SECTION SUMMARY - Male and Female Bathrooms</u>	Page No	Amount
1	Alterations	78	
2	Carpentry & Joinery	79	
3	Floor Coverings, Wall Linings, etc	80	
4	Paintwork	81	
Section No. 4		Carried to Final Summary	
		R	

**Provisional Bills of Quantities  
for Jacobsdal Recreational center  
Free State Department of Rural Development**

Item No	Quantity	Rate	Amount
<b><u>BILL NO. 1</u></b>			
<b><u>ALTERATIONS</u></b>			
<u>View site</u>			
<p>Before submitting his tender the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials salvageable from the alterations. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained</p>			
<u>General</u>			
<p>The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to tenants in the building and to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent</p>			
<p>Doors, fanlights, windows, fittings, frames, linings, etc which are to remain the property of the employer shall be carefully taken out, temporarily stored, transported over a distance of approximately 7km to store and handed over to the employer</p>			
<p>Doors, fanlights, windows, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and re-hanging, cramping up, re-wedging as required and making good cramps, dowels, etc, and oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately</p>			
<p>With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork</p>			
<b>Carried Forward</b>			R
<p>Section No. 5 Bill No. 1 Alterations</p>			

<b>Brought Forward</b>	R
<p>Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary</p> <p>The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc)</p> <p><b><u>REMOVAL OF EXISTING WORK</u></b></p> <p><b><u>Care to avoid structural or other damage</u></b></p> <p><u>In taking down and removing existing work the utmost care shall be observed to avoid any structural or other damage to the remaining portions of the building. The Contractor shall cover up and protect injury all work not removed and shall make good at his own expense any damage that may occur.</u></p> <p><b><u>Care to/of existing surfaces, structures and finishes</u></b></p> <p><u>All work must be done carefully so as not to damage or harm any existing adjoining surfaces. Any damage that occurs will be repaired to be the same as the original at the Contractors expense.</u></p> <p><b><u>Dimensions and heights</u></b></p>	
<b>Carried Forward</b>	R
<p>Section No. 5 Bill No. 1 Alterations</p>	

<b>Brought Forward</b>			<b>R</b>
<p><u>The Contractor is advised to check all dimensions and heights affecting the existing buildings on site against those indicated on the plans, as he will be held responsible for all new work being in the correct sizes. Should any discrepancies be found, he is to refer them to the Principal Agent for correction, before proceeding with the work.</u></p> <p><u>Prices for demolitions</u></p> <p><u>Prices for the demolition of any portion of the structure shall include for its demolition complete with all surfaces finishes such as plaster, screeds, etc, all attached items of joinery such as skirtings and all reinforcements, conduiting, pipes, lintels, etc. built into that portion of the structure.</u></p> <p><u>Prices for the removal of doors and frames shall include for removal of fanlights, ironmongery, architraves and other associated trim.</u></p> <p><u>Prices for the removal of windows shall include for the removal of glass, louvres, buglar bars attached to the window, window sills and blinds.</u></p> <p><u>Prices for the removal of sanitary fittings shall include for the removal of all pipework, traps, brackets and fittings.</u></p> <p><u>Site clearance</u></p>			
1	Removal and clearing of damaged roof coverings	m2	102
<b>Carried Forward</b>			<b>R</b>
<p>Section No. 5 Bill No. 1 Alterations</p>			

**Provisional Bills of Quantities  
for Jacobsdal Recreational center  
Free State Department of Rural Development**

<b>Brought Forward</b>			<b>R</b>
	<u>Hacking up/off and removing granolithic, screeds, plaster, etc from concrete or brickwork and make good to match existing</u>		
2	External plaster/ rhinolite from concrete slab at fire escape door	m2	6
	<u>Taking out/off and removing sundry metalwork</u>		
3	Damaged Clear Vu fence panels	No	3
<b><u>MAKING GOOD OF FINISHES ETC</u></b>			
	<b><u>Making good external cement plaster</u></b>		
4	Making good to damaged plaster at doors and to match existing	m2	7
<b><u>Sundries</u></b>			
5	All existing roof sheeting be properly fixed (pop rivet or other method) at all edges and sprockets	m2	621
6	Fix downpipes to prevent water splashing against wall	No	5
<b>Carried Forward to Summary of Section No. 5</b>			<b>R</b>
Section No. 5			
Bill No. 1			
Alterations			

	Quantity	Rate	Amount
2	350		
		R	

**Item  
No**

**Carried Forward**

R

Brought Forward		R
<p><u>The electrical installation, air-conditioning, telephone systems and fittings shall not be disconnected or disturbed in any way by the Contractor, but due notice shall be given to the Principa Agent who would make the necessary arrangements for the removal, alterations, etc. thereto. The Contractor will be liable for any damage to this work and shall make some good at his own expense.</u></p>		
<p><b><u>FENCING</u></b></p>		
Clearvu Fence panels to match existing	No	3
<p><b>Carried Forward to Summary of Section No. 5</b></p>		
<p>Section No. 5 Bill No. 3 External Works</p>		R

**Provisional Bills of Quantities  
for Jacobsdal Recreational center  
Free State Department of Rural Development**

Bill No	<u>SECTION SUMMARY - External Works and other</u>	Page No	Amount
1	Alterations	86	
2	Paintwork	87	
3	External Works	89	
Section No. 5		Carried to Final Summary	
		R	

[illegible]

**Provisional Bills of Quantities  
for Jacobsdal Recreational center  
Free State Department of Rural Development**

[illegible]

## **APPOINTMENT OF A CONTRACTOR FOR REPAIRS TO STORM DAMAGED ROOF AT JACOBSDAL RECREATIONAL CENTRE UNDER THE DEPARTMENT AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: FREE STATE PROVINCE**

### **PART C4 SITE INFORMATION**

#### **C4.1 INTRODUCTION**

##### **C4.1.1 Disclaimer**

Jacobsdal is situated about 165km West of Bloemfontien along the N8 to Kimberly. The town can be accessed via the R48 from Petrusburg, towards Koffiefontein, along the R705 to Jacobsdal. The Project entails repairs of storm damage to the roof that occurred during December of 2021.

#### **C4.2 LOCATION DESCRIPTION**

##### **C4.2.1 General description**

The description of the project contained in this section is merely an outline of the works, and does not limit the work to be carried out under this contract.

The Jacobsdal Recreation Centre is located approximately 165km West of Bloemfontein on the N8 in the Free State Province. **Figure 1** indicates the site location while **Figure 2** shows the site layout plan.

The GPS coordinates of the site is, -29,118160, 24,760061

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

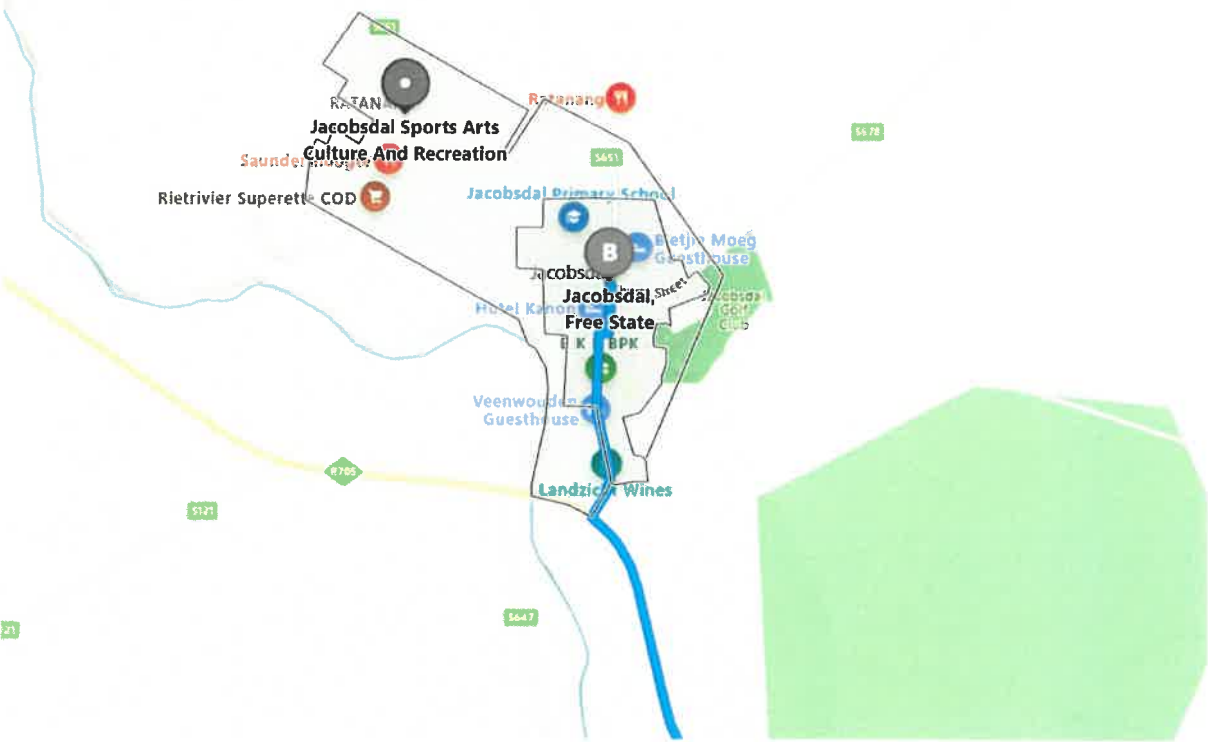


FIGURE 1: LOCALITY PLAN



FIGURE 2: SITE LAYOUT PLAN

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

#### C4.2.2 Topography and Drainage

A summary of the climatic statistics is given in the Table 4.6. Information obtained from Weather SA for Bloemfontein, was used for the calculations.

Table 4.6

PROPERTY	VALUE
Average Annual Maximum Temperature	25.4°
Average Annual Minimum Temperature	6.3°
Highest Maximum Temperature	31°
Lowest Minimum Temperature	-3°
Average Annual Rainfall	577mm

#### C4.3 SURVEYS, BEACONS AND SERVICES

##### C4.3.1 Survey beacons

A list of survey beacons is attached to the drawings and it is the Contractor's responsibility to verify the accuracy of the survey beacons and/or data before commencement of the work.

##### C4.3.2 Existing Services

These are a number of existing services on the site. The contractor is responsible to locate and identify existing services.

##### C4.3.3 Campsite Establishment and Power Supply.

The contractor is to make his own arrangements concerning the supply of electrical power and all other services. No direct payment will be made for the provision of electrical and other services. The cost thereof is deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

The provision of a site camp and offices is the responsibility of the contractor. A location inside the existing fenced off area will be allocated to the contractor.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

#### **C4.4 GEOTECHNICAL INFORMATION**

##### **C4.4.1 Geotechnical Investigation**

N/A

##### **C4.4.2 Available construction materials**

All imported material shall be from commercial sources.

##### **C4.4.3 Fills: Materials utilization**

Material not suitable for re-use shall be spoiled at the instruction of the engineer.

##### **C4.4.4 Borrow pits**

All imported material shall be from commercial sources.

##### **C4.4.5 Sand for concrete works**

Sand can be obtained from an approved commercial source.

##### **C4.4.6 Water sources**

The onus is on the contractor to negotiate with the local farmers, land owners and authorities to obtain water and to determine the suitability for construction purposes.

##### **C4.4.7 Unstable areas**

No unstable conditions such as collapsible soil or the failure of cut slopes were found, but it could be expected that unstable areas will manifest during the rainy season.

##### **C4.4.8 Deleterious materials**

As far as known no deleterious materials are present in any of the construction materials. However the Contractor remains responsible for the verification and testing of all materials for suitability.

##### **C4.4.9 Ground water**

It is anticipated though that during wet/rainy conditions, ground water might be a problem, especially in the cuttings.

##### **C4.4.10 Stormwater management**

It is the responsibility of the contractor to accommodate all stormwater and to divert any stormwater if required, during construction.

#### **C4.5 ACCESS TO SITE**

The Contractor shall not have sole access to the site during construction..

The Recreation Centre, amongst others will still be operational during the construction period.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

#### **C4.6 DRAWINGS**

The drawings that form part of the tender document are issued for tender purposes only. The contractor will be supplied with one set of paper prints plus a CD containing all the construction documentation.

Only figured dimensions may be used and drawings may not be scaled unless so instructed by the Principal agent. The Principal agent will supply all figured dimensions omitted from the drawings.

The levels given on any structural drawings or architectural are subject to confirmation on site, and the contractor shall submit all levels to the Principal agent for confirmation before he commences any structural construction work. It is the contractor's responsibility to check all clearances given on the drawings and to inform the Principal agent of any discrepancies.

#### **C4.7 CONSTRUCTION IN CONFINED AREAS**

It will be necessary for the contractor to work within confined areas. The method of construction in these confined areas largely depends on the contractor's constructional plant.

Regardless, measurement and payment will be in accordance with the specified cross-sections and dimensions only, irrespective of the method used for achieving these cross-sections and dimensions. It is deemed that the rates tendered in the Pricing Schedule include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions. No extra payment will be made nor will any claim for additional payment be considered in such cases.

#### **C4.8 MANAGEMENT OF THE ENVIRONMENT**

The contractor will be responsible for construction according to an environmental management plan

The contractor must take the utmost care to minimise the impact of his establishment and other construction activities on the environment.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**C4.9 SMALL CONTRACTOR DEVELOPMENT, TRAINING AND COMMUNITY LIAISON**

The employer is committed to the implementation of Government's policies and in turn expects the same from its contractors. Accordingly, it is a requirement of this project that tenderers are familiar with the specifications that relate to the transformation of the construction industry through the following:

- (i) adherence to the policies of the Reconstruction and Development Programme and other similar Government initiatives,
- (ii) employment and/or creation of Targeted Enterprises,
- (iii) arrangement of generic skills, engineering skills and entrepreneurial skills training programmes for which provision has been made in the Pricing Schedule,
- (iv) construction using labour maximisation principles and,
- (v) active participation with community-based structures.

Tenderers should note that liaison with adjacent communities via active participation with their leaders and constituted organisations and forums, as well as employment of their people, are essential parts of the project.

It is a requirement on this contract that the contractor actively pursues participation within local communities adjacent to the project, awareness of the need to bring work opportunities to the nearest indigent populations remains a priority.

**C4.10 APPENDIX**

Appendix 1: Materials Investigation

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2