



NKOMAZI SEZ

TREASURE OF OPPORTUNITIES

BID

NSEZ/2026/02

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

(CIDB 5GB OR HIGHER)

NAME OF BIDDER:	
CSD REG NO.:	
CIDB NO.:	
TEL NUMBER:	
Prepared for: Nkomazi SEZ SOC Ltd	Technical enquiries: Siphumeze Mazomba 061 455 3828 info@nkomazisez.gov.za
MEGA HEAD OFFICE No 2 EASTERN BOULEVARD, RIVERSIDE MBOMBELA 1201	SCM enquiries: Bongani Khoza 072 327 5768 scm@mega.gov.za scm@nkomazisez.gov.za
CLOSING DATE: 20 MARCH 2026	

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

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PART A: TENDERING PROCEDURES

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

PART A-SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE BELOW MENTIONED TENDER OF NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ)					
BID NUMBER:	NSEZ /2026/02	CLOSING DATE:	20 MARCH 2026	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT MPUMALANGA PROVINCE (CIDB -5GB OR HIGHER)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT MEGA HEAD OFFICE, 02 EASTERN BOULEVARD, RIVERSIDE, MBOMBELA ,1200					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. B Khoza (CFO)		CONTACT PERSON	Ms. S Mazomba	
TELEPHONE NUMBER	072 327 5768		TELEPHONE NUMBER	061 455 3828	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	scm@nkomazisez.gov.za		E-MAIL ADDRESS	info@nkomazisez.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					

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SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION			<input type="checkbox"/> YES <input type="checkbox"/> NO		
<p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</p>					

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PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE

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1. TENDERING PROCEDURES

Tender Notice and Invitation to Tender

Nkomazi SEZ SOC LTD (NSEZ) invites experienced contractors with CIDB grading 5GB or higher for the construction of offices including water, sanitation and electrical services situated at Komatipoort, Mpumalanga Province.

Contract Form: JBCC Principal Building Agreement Edition 6.2 (2018).

COMPULSORY BRIEFING SESSION

Date: 12 March 2026

Time: 11h00

Venue: Nkomazi SEZ Site, Komatipoort

SUBMISSION ADDRESS

MEGA Head Office, No. 2 Riverside Boulevard, Riverside, Mbombela, 1201. Bids must be submitted in a sealed envelope and PDF format on USB clearly marked NSEZ/2026/02.

FOR TECHNICAL ENQUIRIES

Name: Ms. Siphumeze Mazomba

Address: Nkomazi SEZ SOC LTD

Tel no: 061 455 3828

Email Address: info@nkomazisez.gov.za and scm@mega.gov.za

2. MANDATORY REQUIREMENTS

Requirements	Description
1. Bid Submission Documents	<ul style="list-style-type: none">• Completed and signed Form of Offer and Acceptance (JBCC format)• Completed and signed SBD 1 – Invitation to Bid• Completed and signed SBD 4 – Declaration of Interest• Completed and signed SBD 6.1 – Preference Points Claim Form• Complete Priced Bills of Quantities & Final Summary

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	<ul style="list-style-type: none"> • Modular Structures Agreement Certification as per the Modular Structure Specifications • Project Team CVs and Qualifications (Certified copies) and Proof of Registration completed for each individual proposed.
2. Legal & Registration Documents	<ul style="list-style-type: none"> • Valid CIPC Company Registration Certificate • Certified ID copies of company directors • Proof of Authority to Sign (board resolution, close corporation/partnership authorization, or joint venture authorization) • Joint Venture Agreement (if applicable)
3. Compliance & Verification Documents	<ul style="list-style-type: none"> • Central Supplier Database (CSD) Report (valid and active, not older than 3 months) • Valid COIDA Registration / Letter of Good Standing from Compensation Fund • Audited Financial Statements (past 3 years or since establishment) • Proof of Banking Details (bank confirmation letter not older than 3 months, plus affidavit if bank details not verified on CSD)
4. Technical & Professional Documents	<ul style="list-style-type: none"> • CIDB Grading Certificate (5 GB or higher) • Professional Registration Certificates for key personnel (if applicable – e.g., SACPCMP, ECSA Engineers, Project Manager) • Health and Safety Plan (if applicable) • Insurance / Indemnity Certificates (public liability, contract works, professional indemnity – if required)
5. Project-Specific Requirements	<ul style="list-style-type: none"> • Municipal Account / Proof of Residence (Tenderer and directors) • Compulsory Briefing Attendance (yes/ No)

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✔ Note:

All documents must be submitted at closing date, failure to provide any mandatory documents will result in the bid being deemed non-responsive.

3. EVALUATION CRITERIA

The tender will be evaluated in **three (3) phases:**

PHASE 1: ADMINISTRATIVE COMPLIANCE (MANDATORY – ELIMINATING)

Bidders must submit all mandatory documents listed above. Failure to submit any mandatory document will result in automatic disqualification.

PHASE 2: FUNCTIONALITY EVALUATION

Minimum Threshold: 70 points out of 100

Only bidders scoring **70 or above** will proceed to Phase 3.

3.1 EXPERIENCE IN BUILDING INFRASTRUCTURE (MAX 40 POINTS)

Completed Infrastructure Projects (CIDB 5GB+)	Points
5 or more (with completion certificates)	40
3–4 projects	20
2 projects	10
1 project	5
None	0

✔ Completion Certificates must be attached.

✔ Projects must be similar in scope and complexity.

3.2 HUMAN RESOURCES – KEY PROJECT TEAM (MAX 40 POINTS)

CVs and certified qualifications must be attached.

Position	Minimum Requirement	Max Points
Project Manager	BTech or higher + 10 years' experience	10
Site Agent	NDip or higher + 8 years' experience	10
Foreman	NQF Level 4 + 5 years' experience	10
Safety Officer	SACPCMP Registered	10

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Scoring per years of experience:

- 5 years & above = 5
- 3–5 years = 4
- 2–3 years = 3
- 1–2 years = 2
- Less than 1 year = 1

(Points not cumulative per individual; maximum 10 per position.)

3.3 FINANCIAL RESOURCES (MAX 10 POINTS)

Bank Rating	Points
A–C	10
D or below / Not submitted	0

Official bank rating letter required.

3.4 PLANT & EQUIPMENT (MAX 10 POINTS)

Proof of ownership or signed lease agreement required.

Equipment	Points
TLB	5
Tipper Truck	5
Water Tanker	5
Plate Compactor	5

Maximum score: 10 (not cumulative beyond 10).

TOTAL FUNCTIONALITY POINTS: 100

Minimum qualifying score: 70

PHASE 3: PRICE AND SPECIFIC GOALS

Evaluation will be conducted using the **80/20 Preference Point System** in terms of the Preferential Procurement Regulations 2022.

3.1 PRICE (80 POINTS)

The following formula will be applied:

$$Points = 80 \times \left(1 - \frac{P - P_m}{P_m}\right)$$

Where:

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- P = Tender Price
- Pm = Lowest Acceptable Tender Price

3.2 SPECIFIC GOALS (20 POINTS)

<i>Note to tenderers: The tenderer must indicate how they claim points for each preference point system.) The specific goals allocated points in terms of this tender</i>	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise owned by Black people	N/A	4	N/A	
Enterprise owned by Women	N/A	4	N/A	
Enterprise owned by Youth	N/A	4	N/A	
Enterprise owned by Disabled	N/A	4	N/A	
Enterprise owned by SMME's-QSE and EME	N/A	4	N/A	

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PHASE 2: EVALUATION CRITERIA

1	EXPERIENCE IN THE INDUSTRY: SUCCESSFULLY COMPLETED WITH COMPLETION CERTIFICATES Points are not cumulative		Maximum Points = 40
	<p>Experience of Contractor in Building Industry and reference letters Infrastructure Projects successfully completed will be scored as follows: <i>(Submit a list of all projects completed with contact details and Completion Certificates for bidders respective CIDB grade 5GB or Higher)</i> A copy of the Completion Certificate per project is to be attached in order to claim points during the evaluation process. Failure to submit the above will result in no points being allocated during pre-qualification.</p>	≥ 5 Projects	40 Points
		≥ 3 but < 5 Projects	20 Points
		≥ 1 but < 3 Projects	10 Points
		1 Project	5 Points
2	HUMAN RESOURCES – Project Team		Max Points =40
	<p>Points are not cumulative (CV to be attached) N/B: Professional Key Personnel are required for the duration of the project.</p> <p>For each personnel must be a fully completed and shortened CV for each Key Personnel Member submitted. Each CV should be structured under the following headings:</p> <ol style="list-style-type: none"> 1. Personal particulars Name Date and place of birth Place(s) of tertiary education and dates associated therewith. 2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations) 3. Overview of post graduate experience (year, organization and position) 4. Outline of recent and current assignments / experience that has bearing on the required service and extent of involvement of this project 5. Contact references 		
	(a) Project Manager – Btech or Above in Built Environment with at least 10 years Experience	5 Years & above=5	

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	<p>as a project Manager <i>(CV and certified copies to be submitted)</i></p> <p>(b) Site Agent – N Dip or above in built environment with 8 years relevant experience as a site agent <i>(CV and certified copies to be submitted)</i></p> <p>(c) Foreman – NQF level 4 or above with at least 5 years' experience <i>(CV and certified copies to be submitted)</i></p> <p>(d) Safety Officer - Professional Registration with (SACPCPM) <i>(CV and certified copies to be submitted)</i></p>	<p>3 to 5 Years=4</p> <p>2 to 3 Years =3</p> <p>1 to 2 years=2</p> <p>Less than a year =1</p>	
3	Financial Resources (Bank Rating) Points are not cumulative		Max Points = 10
	<p>1. A – C</p> <p>2. D and below</p>	<p>Available</p> <p>Not Available</p>	<p>10 Points</p> <p>0 Points</p>
4	Plant and Equipment Points are not cumulative		Max Points = 10
	<ul style="list-style-type: none"> Proof of Plant and Equipment (TLB (5), Tipper Truck (5), Plant Compactor (5), Water Bowser ((5) available owned/hired (certified copies of registration certificates, written agreement in case of hire/rent) by the Bidder <p>Attach Copies of Plant and Equipment Certificates in the name of Company or Director or intent letter/Agreement with copies of Certificates in case of hire points not cumulative</p>	<p>Tipper Truck</p> <p>TLB</p> <p>Water Tanker</p> <p>Plate</p> <p>Compactor</p>	<p>5 points</p> <p>5 points</p> <p>5 points</p> <p>5 points</p>

Minimum qualifying score: **70 points**

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PART B: LIST OF RETURNABLE DOCUMENTS

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A. List Returnable documents

1	<p>Documentation to demonstrate eligibility to have tenders evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated.</p> <p>Appropriate CIDB grading suitable for the works.</p>
2	<p>Returnable Schedules required for tender evaluation purposes</p> <p>The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant:</p> <p>Record of Addenda to Tender Documents Proposed amendments and qualifications Compulsory Enterprise Questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted).</p> <p>SBD 1, 4 6.1 Protection of personal content: Consent Form of Offer and Acceptance Complete priced Bills of Quantities, including Final Summary</p>
3	<p>Other documents required for tender evaluation purposes</p> <p>The tenderer must provide the following returnable documents:</p> <p>A CSD Report for a contractor with valid and correct information. A letter if good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)</p>
4	<p>Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract</p> <p>The tenderer must complete the following returnable documents:</p> <p>A duly completed form of Offer and Acceptance (and any revision of prices if there are any).</p>
5	<p>Only authorized signatories may sign the original and all copies of the tender offer where required.</p> <ul style="list-style-type: none"> • In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated. • In the case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company. • In the case of a CLOSE CORPORATION submitting a tender, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.

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	<ul style="list-style-type: none"> • In the case of a PARTNERSHIP submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case proof of such authorization shall be included in the Tender. • In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include a resolution of each company of the joint venture together with a resolution by its members authorizing a member of the joint venture to sign the documents on behalf of the joint venture. <p><u>Accept that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.</u></p>
6	<p>Information and data to be completed in all respects</p> <p>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 nonresponsive.</p>
7	<p>Canvassing and obtaining of additional information by tenderers</p> <p>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's 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>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
8	<p>Prohibitions on awards to persons in service of the state</p> <p>The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> a) who is in the service of the state; or b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or c) a person who is an advisor or consultant contracted with the Department or municipal entity. <p>In the service of the state means to be -</p> <ol style="list-style-type: none"> a) a member of:- <ul style="list-style-type: none"> • any municipal council; • any provincial legislature; or • the National Assembly or the National Council of Provinces; • a member of the board of directors of any municipal entity; • an official of any Department or municipal entity; • an employee of any national or provincial department;

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	<ul style="list-style-type: none"> • provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); • a member of the accounting authority of any national or provincial public entity; or • an employee of Parliament or a provincial legislature. <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
9	<p>Awards to close family members of persons in the service of the state Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child, or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including -</p> <ul style="list-style-type: none"> a) the name of that person; b) the capacity in which that person is in the service of the state; and c) the amount of the award. <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
10	<p>Respond to requests from the tenderer The employer will respond to requests for clarification up to 7 (seven) working days before the tender closing time.</p>
11	<p>Opening of tender submissions Tenders will be opened immediately after the closing time for tenders</p>
12	<p>Scoring quality / functionality: N/A</p>
13	<p>Cancellation and re-invitation of tenders An organ of state may, prior to the award of the tender, cancel the tender if-</p> <ul style="list-style-type: none"> 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. d) Tender validity period has expired. e) Gross irregularities in the tender processes and/or tender documents. f) No market related offer received (after attempts of negotiation processes) <p>Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.</p>
14	<p>The department must when be acting against the tenderer or person awarded the contract on a fraudulent basis, considers the provisions of Regulation 14:</p>

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	The remedies provided for in Preferential Procurement Regulations 2022 do not prevent an institution from instituting remedies arising from any other prescripts or contract.
15	Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the CIDB for investigation as a breach of the CIDB Code of Conduct in terms of the CIDB Regulations ; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the CIDB Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

COMPULSORY ENTERPRISE QUESTIONNAIRE (A)

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 SBD 4 must be completed for each tender and be attached as a tender requirement.

Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.

The undersigned, who warrants that he / she is duly authorized 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;
- iii. Confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv. Confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v. Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

Signed _____ Date _____

Name _____ Position _____

Signed _____ Date _____

Name _____ Position _____

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

PROTECTION OF PERSONAL INFORMATION: CONSENT (POPIA)

The introduction of The Protection of Personal Information Act (POPIA) ensures the regulation of personal information through its entire life cycle of collection, transfer, storing and deletion.

As part of its business activities, the Nkomazi SEZ SOC LTD obtains and requires access to personal data from a wide range of internal and external parties, including without limitation bidders who respond to bid/tender invitation that are published by the Nkomazi SEZ SOC LTD from time to time. The Nkomazi SEZ SOC LTD confirms that it shall process the information disclosed by Bidders for the purpose of evaluating and subsequently awarding/appointing a successful Bidder.

The Nkomazi SEZ SOC LTD hereby states that it does not and will never modify, amend, or alter any personal information submitted to it by a Bidder. Not unless directed to do so by an order of court, the Nkomazi SEZ SOC LTD does not disclose or permit the disclosure of any personal information to any Third Party without the prior written consent of the owner of the information.

Similarly, Bidders will from time-to-time access and be seized with information of a personal nature pertaining to the Nkomazi SEZ SOC LTD. Some of the information may because of legislative compliances be available in the public domain, whilst some is uniquely provided to bidders in pursuit of procurement or other business-related activities. In this regard, the Nkomazi SEZ SOC LTD requires that Bidders which receive or have access to its personal information, process any such information in a manner compliant with the requirements of the POPIA.

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

AGREEMENT

1. The Nkomazi SEZ SOC LTD and the Bidder (the Parties) agree and undertake that upon obtaining and having access to personal information relating to either of them, they shall always ensure that:
 - a) They process the information only for the express purpose for which it was obtained.
 - b) Information is provided only to designated and authorized personnel who require the personal information to carry out the Parties' respective obligations in terms of the Procurement processes.
 - c) They will introduce, and implement all reasonable measures ensure the protection of all personal information from unauthorized access and/or use.
 - d) They have taken appropriate measures to safeguard the security, integrity, and authenticity of all personal information in its possession or under its control.
 - e) The Parties agree that if personal information will be processed for any other purpose other than the one for which the accessing of the information was intended, explicit written consent will be obtained prior to the execution of such reason.
 - f) The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the interception of personal information in its possession or under its control and shall implement and maintain appropriate controls in mitigation of such risks.

2. The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected, subject to any legal retention requirements. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any individual or organization.

3. Bidder's Obligations
 - a) The Bidder is required to notify the Information Officer of Nkomazi SEZ SOC LTD, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorized access or unlawful use of any of the Nkomazi SEZ SOC LTD's personal information.
 - b) The Bidder shall, at its own cost, promptly and without delay take all necessary steps to mitigate the extent of the loss or compromise of personal data.
 - c) The Bidder shall be required to provide the Nkomazi SEZ SOC LTD with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity (if known) of the unauthorized person who may have accessed or acquired the personal data.
 - d) The Bidder undertakes to co-operate with any investigation relating to security breach which is carried out by or on behalf of Nkomazi SEZ SOC LTD.

**APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES,
INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ
SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB
5GB OR HIGHER)**

On behalf of the Bidder:

.....
Signature Date

.....
Position Name of the Bidder

On behalf of the Client:

.....
Signature Date

.....
Position Name of Client Representative

**APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES,
INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ
SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB
5GB OR HIGHER)**

PART B1: THE CONTRACT

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

B 1.1- Form of Offer and Acceptance

FORM OF OFFER AND ACCEPTANCE

Project title	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)
Tender number	NSEZ/2026/02

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer 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)

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

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 tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature

.....
.....

Name

.....
.....

Capacity

.....
.....

for **the** **tenderer**

.....
.....

(Name and address of organization)

Name and signature

of witness..... Date

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer'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 tenderer's offer shall form an agreement between the employer and the tenderer 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:

- Part B1 Agreements and contract data, (which includes this agreement)
- Part C1 Pricing data
- Part C2 Scope of work.
- ANNEXURE A Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within 3 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 securities, 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 when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (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.⁴

**APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES,
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SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB
5GB OR HIGHER)**

Signature

.....

Name

.....

Capacity

.....

for the Employer

.....

(Name and address of organization)

Name and signature

of witness..... Date

**APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES,
INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ
SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB
5GB OR HIGHER)**

Schedule of Deviations

- 1 Subject _____
Details _____

- 2 Subject _____
Details _____

- 3 Subject _____
Details _____

- 4 Subject _____
Details _____

- 5 Subject _____
Details _____

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer 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 tender/ quotation documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

SCHEDULE OF PREVIOUS AND CURRENT CONTRACTS OF THE BIDDER						
1	Employer - Name, Tel, e-mail		Value of work (incl. VAT)	Date started	Date Completed	Completion certificate attached
	Name of entity					
	Contact Person					
	Tel					
	e-mail					
2	Employer - Name, Tel, Fax, e-mail		Value of work (incl. VAT)	Date started	Date Completed	Completion certificate attached
	Name of entity					
	Contact Person					
	Tel					
	e-mail					
3	Employer - Name, Tel, Fax, e-mail		Value of work (incl. VAT)	Date started	Date Completed	Completion certificate attached
	Name of entity					
	Contact Person					
	Tel					
	e-mail					
4	Employer - Name, Tel, Fax, e-mail		Value of work (incl. VAT)	Date started	Date Completed	Completion certificate attached
	Name of entity					
	Contact Person					
	Tel					

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

	e-mail					
5	Employer - Name, Tel, Fax, e-mail		Value of work (incl. VAT)	Date started	Date Completed	Completion certificate attached
	Name of entity					
	Contact Person					
	Tel					
	e-mail					

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

FORM A: RECORD OF ADDENDA TO BID DOCUMENTS

PROJECT TITLE	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)		
TENDER NUMBER	NSEZ/2026/02		
I / We confirm that the following communications received from the Nkomazi SEZ SOC before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

FORM B: PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

PROJECT TITLE	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)
TENDER NUMBER	NSEZ/2026/02

Page	Clause /Item	Proposal

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

FORM C: RESOLUTION FOR SIGNATORY

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

“By resolution of the board of directors passed at a meeting held on _____

Mr/Ms _____, whose signature appears below, has been duly authorised to

sign all documents in connection with the tender for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

WITNESSES:

DIRECTOR (NAMES)		SIGNATURE	

If you cannot complete this form, attach a separate sheet (In a company letter head, project specific and signed by all directors):

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

FORM D: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

<p>This Returnable Schedule is to be completed by joint ventures.</p> <p>We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms , authorized signatory of the company , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.</p>		
PROJECT TITLE	<p>APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF OFFICES INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)</p>	
TENDER NUMBER	<p>NSEZ/2026/02</p>	
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
<p>Lead partner:</p> <p>.....</p>		<p>Signature.</p> <p>Name</p> <p>Designation.....</p>
<p>.....</p>		<p>Signature.</p> <p>Name</p> <p>Designation.....</p>
<p>.....</p>		<p>Signature.</p> <p>Name</p> <p>Designation.....</p>
<p>.....</p>		<p>Signature.</p> <p>Name</p> <p>Designation.....</p>

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

FORM E: SCHEDULE OF PROPOSED SUBCONTRACTORS

PROJECT TITLE	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)
TENDER NUMBER	NSEZ/2026/02

We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below.

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.

We confirm that all subcontractors who are or to be contracted are registered on Central Supplier Database (CSD).

No.	Name and address of proposed Subcontractor	Nature and extent of work	Year completed	Value	Contact details
1					
2					

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

No.	Name and address of proposed Subcontractor	Nature and extent of work	Year completed	Value	Contact details
3					
4					
5					
<p>The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct</p>					

**APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES,
INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC
LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR
HIGHER)**

Signed

Date

Name

Position

Enterprise name

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

FORM F: CAPACITY OF THE BIDDER

PROJECT TITLE	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)
TENDER NUMBER	NSEZ/2026/02
<p>WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.)</p> <p><i>Artisans and Employees: (Artisans and Employees to be, or are, employed for this project)</i></p>	

Quantity / No. of Resources	Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment
	Site Agent		
	Project Manager		
	Foreman		
	Quality Control & Safety Officer-Construction Supervisor		
	Artisans		
	Unskilled employees		
	Others		

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed:	Date
Name:	Position
Enterprise			Name:
.....		

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

FORM G: OTHER OFFERS SUBMITTED AT TIME OF THIS TENDER FOR WHICH RESULTS ARE PENDING (if they exist)

(Any other client's tender must also be included)

BID NO. / PROJECT NUMBER	PROJECT NAME	CLIENT NAME & CONTACT NO.	VALUE TENDERED IN RANDS	DATE SUBMITTED	CONTACT DETAILS (CLIENT)
1					
2					
3					
4					

Signed

Date

.....

Name

Position

.....

Enterprise name

.....

If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

FORM H: SCHEDULE OF TENDERER'S LITIGATION HISTORY

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

NO.	NAME OF CLIENT.	OTHER LITIGATING PARTY	BRIEF DETAILS OF DISPUTE	PROJECT VALUE	DATE RESOLVED OR STATUS OF LITIGATION
1					
2					
3					
4					

Signed

Date

.....

Name

Position

.....

Enterprise name

.....

**APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES,
INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD
PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)**

PART B2: CONTRACT DATA

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

The Joint Building Contracts Committee® - NPC
CONTRACT DATA
 For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES
Principal Building Agreement
Edition 6.2 - May 2018

A PROJECT INFORMATION

A1.0 Works [1.1]

Project name	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)
Reference number	NSEZ/2026/02
Works description	Refer to document C2 – Scope of Work

A2.0 Site [1.1]

Erf / stand number	Refer to document C4 – Site Information
Township / Suburb	Komatipoort, Mpumalanga Province
Site address	Refer to document C4 – Site Information
Local authority	Nkomazi Local Municipality in the Ehlanzeni District Municipality

A3.0 Employer [1.1]

Official Name of Organ of	Nkomazi SEZ SOC LTD		
Business registration number	N/A		
VAT/GST number	N/A		
Country	South Africa		
Employer's representative: Name	Siphumeze Mazomba		
E-mail	info@nkomazisez.gov.za	Telephone number	061 455 3828
Physical Address	MEGA Offices, NO 2 Eastern Boulevard Riverside Mbombela 1200	Postal Code	1200

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard System of Measuring Building Work (Sixth Edition) as amended
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B 2.0 Law, regulations and notices [2.0]

Law applicable to the works, state country [2.1]	Republic of South Africa
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B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	South African Rand
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B 4.0 Documents [5.0]

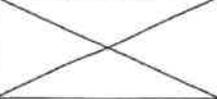
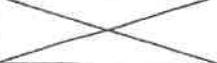
The original signed agreement is to be held by	Employer
Number of copies of construction information issued to the contractor at no cost [5.6]	Three (3)

Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The JBCC® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 18
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30

Contract drawings – description	Number	Revision	Date
Preliminary layout plan (A1)	NSEZ/2026/02	00	13 February 2026

B 5.0 Employer's Agents [6.0]

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

Insurances by Contractor			Amount including tax	Deductible amount including tax
Yes / No:	Yes			
	New works [10.1.1] (contract sum or amount)		N/A	N/A
or	Works with practical completion in sections [10.2] (contract sum or amount)		N/A	N/A
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)		To the minimum value of the contract sum + 10%	With a deductible not exceeding 5% of each and every claim
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		N/A	
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance		N/A	
	Escalation, professional fees and reinstatement costs if not included above		N/A	
Total of the above contract works insurance amount			To the minimum value of the contract sum + 10%	
Supplementary insurance [10.1.2; 10.2]				With a deductible not exceeding 5% of each and every claim
Public liability insurance [10.1.3; 10.2]				
Removal of lateral support insurance [10.1.4; 10.2]				
Other insurances [10.1.5]				
Yes/ No?	No	If yes, description 1		
Hi Risk Insurance [10.1.5.1]				
Yes/ No?	No	If yes, description 2		

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

B 7.0 Obligations of the employer [12.1]

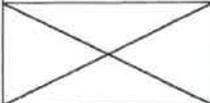
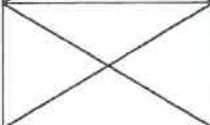
Existing premises will be in use and occupied [12.1.2]		Yes / No?	N/A
If yes, description			
Restriction of working hours [12.1.2]		Yes / No?	No
If yes, description		The work shall be executed during normal working hours i.e. 7h00 until 17h00 daily including weekends. Work required to be executed outside of these hours must be arranged with the Employer in advance.	
Natural features and known services to be preserved by the contractor [12.1.3]		Yes / No?	No
If yes, description			
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes / No?	Yes
If yes, description		Work areas and restricted areas shall be pointed out at compulsory tender briefing meeting.	
Supply of free issue [12.1.10]		Yes / No?	No
If yes, description			

B 8.0 Nominated subcontractors [14.0]

Yes / No?	No	If yes, description of specialisation
		Specialisation 1
		Specialisation 2
		Specialisation 3
		Specialisation 4
		Specialisation 5
		Specialisation 6
		Specialisation 7
		Specialisation 8
		Specialisation 9

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B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]

Practical completion for the works as a Whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
		5 Working days	4 Calendar Months (from site handover date)	11c/R100 of Contract amount

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Or where sections are applicable

Practical completion of a section of the works	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
Section 1	X			
Section 2	X			
Section 3	X			
Section 4	X			
Section 5	X			
Section 6	X			
Section 7	X			
Section 8	X			
Remainder of the	X			

Criteria to achieve **practical completion** not covered in the definition of **practical completion**

No further Criteria

B 13.0 Defects liability period [21.0]

Extended defects liability period: Refer B17.0 [21.13]	Yes / No?	Yes
If yes, description of applicable elements	An extended defects liability period of 12 months is applicable to Modular / Prefabricated Structures.	

B 14.0 Payments [25.0]

Date of month for issue of regular payment certificates [25.2]	20th		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes / No?	No	
If yes, method to calculate	N/A		
Employer shall pay the contractor within: [25.10]	Thirty (30) calendar days		

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B 15.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	Refer to Part C1.3 Dispute Resolution Mechanism	
Applicable rules for adjudication [30.6.2]	Adjudication in accordance with the CIDB adjudication process	
Arbitration [30.7.4; 30.10]	Yes / No?	No
If Yes, name of nominating body		
*If No, then dispute will be referred to litigation		
Applicable rules for arbitration [30.7.5]	N/A	

B 16.0 JBCC® General Preliminaries – selections

Provisional bills of quantities [B2.2]	Yes / No?	Yes	
Availability of construction information – is the construction information complete? [B2.3]	Yes / No?	No	
Previous work - dimensional accuracy - details of previous contract(s) [B3.1]	N/A		
Previous work - defects - details of previous contract(s) [B3.2]	N/A		
Inspection of adjoining properties - details [B3.3]	N/A		
Handover of site in stages - specific requirements [B4.1]	N/A		
Enclosure of the works - specific requirements [B4.2]	The contractor must make provision for fencing the contractor's yard/camp site with a suitable fence at least 1.8m high with lockable access gate, which must be maintained during the construction period and removed on completion of the works.		
Geotechnical and other investigations - specific requirements [B4.3]	N/A		
Existing premises occupied - details [B4.5]	N/A		
Services - known - specific requirements [B4.6]	Services not indicated on drawings will be pointed out on site by the principal agent		
Water [B8.1]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
	By employer – metered	Yes / No?	No
Electricity [B8.2]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No

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	By employer – metered	Yes / No?	No
Ablution and welfare facilities [B8.3]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
Communication facilities - specific requirements [B8.4]		No specific requirements	
Protection of the works - specific requirements [B11.1]		No specific requirements	
Protection / isolation of existing works and works occupied in sections - specific requirements [B11.2]		Protection is required	
Disturbance - specific requirements [B11.5]		The contractor shall exercise dust and sand control by watering the site regularly and/or by using any suitable measures such as providing, erecting and removing on completion of the works all necessary temporary dust screens, all to the satisfaction of the principal agent.	
Environmental disturbance - specific requirements [B11.6]		No specific requirements	

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B 17.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this agreement

1.0 Definitions

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

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

CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES: The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information

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

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

3.0 Offer and Acceptance

Amend 3.3 to read as follows:

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

6.0 Employer's Agents

Add the following as 6.7:

In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent. The employer shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

9.0 Indemnities

9.2.7: Add the following to the end of the first sentence: "... due to no fault of the contractor"

10.0 Insurances

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

Add the following as 10.1.5.1:

High risk Insurance

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

10.1.5.1.1 Damage to the works

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

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

10.1.5.1.2 Injury to persons or loss of or damage to property

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

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

10.1.5.1.3

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

10.1.5.1.4

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

11.0 Securities

Amend 11.10 to read as follows:

There shall be no lien or right of retention held by any **contractor** in respect of the works executed on **site**

12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

Give possession of the **site** to the **contractor** within ten (10) **working days** of the contractor complying with the terms of 12.2.22

12.2.2: Not applicable

Add the following as 12.2.22:

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

19.0 Practical Completion

19.5: Delete the words "subject to the **contractor's** lien or right of continuing possession of the **works** where this has not been waived"

21.0 Defects Liability Period and Final Completion

Add the following as 21.13:

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

25.0 Payment

25.7.5: Not applicable

25.10: Delete the words "and/or **compensatory interest**"

25.14.2: Not applicable

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27.0 Recovery of Expense and/or Loss

27.1.5: Not applicable

29.0 Termination

Add the following after 29.1.3: or where ...

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

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

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C. TENDERER'S SELECTIONS

C 1.0 Security [11.0]

Guarantee for construction: Select Option A or B		Option:	
Option A	Payment reduction of 10% of the value certified in the payment certificate		
Option B	Fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate		
Guarantee for payment by employer [11.5.1; 11.10]		Not Applicable	
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]		Not Applicable	

C 2.0 Contractor's annual holiday periods during the construction period

Year 1 contractor's annual holiday period	start date		end date	
Year 2 contractor's annual holiday period	start date		end date	
Year 3 contractor's annual holiday period	start date		end date	

C 3.0 Payment of preliminaries [25.0]

Contractor's selection: Select Option A or B		Option:	A
Where the contractor does not select an option, Option A shall apply			

Payment methods

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum , which contract sum shall exclude the amount of preliminaries . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio.
Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

C 4.0 Adjustment of preliminaries [26.9.4]

Contractor's selection: Select Option A or B	Option:	
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Where the contractor does not select an option, Option A shall apply

Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in sections is required, the **contractor** shall provide an apportionment of **preliminaries per section**

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site. Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment , establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme

Adjustment Methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**

Option A	<p>The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required</p> <p>Fixed - An amount which shall not be varied</p> <p>Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations</p> <p>Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]</p>
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Option B	<p>The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]</p> <p>The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply:</p>
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Failure to provide particulars within the period stated

Option A	<p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the preliminaries per section is not provided, the categorized amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent</p>
Option B	<p>Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply</p>

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) Of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations

PART C1: PRICING DATA

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

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 Standardised Specifications for Civil Engineering Works.
 - b) Mechanical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Mechanical Engineering Works.
 - c) Electrical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Electrical Engineering Works.
- 2 The agreement is based on the JBCC Edition 6.2 of 2018, prepared by the Joint Building Contracts Committee, 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 Preliminary and general requirements are based on the [preliminaries for the use of JBCC Edition 6.2– May 2018](#). Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 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 tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 5 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer 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.

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- 7 The bills of quantities forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, The Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings, The document "Construction Works: Specifications: General Specification (PW371-A) Edition 2.0" is obtainable on the Department's website <http://www.publicworks.gov.za/> under "Consultants Guidelines", and shall be read in conjunction with the **bills of quantities / lump sum** document and be referred to for the full descriptions of work to be done and materials to be used The document "Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0" is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities / lump sum** document
- 8 Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")
- 9 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 (Preliminaries) of the Bills of Quantities
- 10 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.
- 11 The amount of the Preliminaries 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 Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
- 12 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 11 but taking into account the revised period for completing the works.

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

- 13 The amount or items of the Preliminaries 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).
- 14 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 13 apply or where no selection is made, the adjustments shall be based on the following breakdown:
- a) 10 percent is Fixed
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related
- 15 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries 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.
- 16 The tender price must include Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.
17. The Contractor shall adhere to "The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)", and yearly pronounced increases for duration of contract.

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

PART C2: SCOPE OF WORKS

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

C2 SCOPE OF WORK

Project Name:	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)
Tender No:	NSEZ/2026/02

C2.1 SCOPE OF WORKS

1. Description of the Works:

- The site is located on the southern side of the N4 Highway opposite Komatipoort Town, Mpumalanga Province. The site is located between 145m to 185m above mean sea level and the average annual rainfall is 650mm. The terrain is undulating with relative moderate to steep gradients. The Ngweti River bisects the site in an east-west direction.



Figure 1: Site location and layout plan

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

2. Servitudes and Existing Infrastructure:

- There are several registered servitudes for a Sasol gas pipeline and associated facilities that traverse the property.
- There are currently no existing municipal services traversing the property on which the development is planned, which would require relocation or servitude registration.

3. Available Data:

- Layout Plan of Nkomazi SEZ
- Architectural Drawings and Specifications
- Geotechnical Report

4. Detailed Scope of Works:

4.1 Buildings:

The main contractor shall be required to construct the new offices to accommodate the staff members of the NSEZ. The main contractor is to familiarise themselves with the detailed specification (See Annexures) and ensure the offices are constructed to the correct specification for the purposes of housing the staff:

4.2 The general construction of the buildings is summarised as follows:

- Reinforced concrete foundation slab
- Cavity Brick Walls
- Timber Trusses
- Roofing
- Aluminium windows
- Ceiling and Partitioning
- Plumbing and Drainage
- Plastering
- Painting

4.3 Site Works:

Earthworks.

- New sewer lines to be installed with septic tank
- Connection of services to existing services as applicable
- New water supply lines to be installed as required
- Confirm the position of existing services and the protection of existing services.
- The site will be fenced as demarcated on the site plan. The fence is to be a new 2400mm high galvanised mesh fence onto 100mm diameter galvanised mild steel posts Top-tier security/defense grade Invisible fence (or similar).
- Contractor to install gates as detailed.
- Contractor to obtain occupation certificate & other approvals required from municipality

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

4.4 Mechanical Scope of Works:

- Installation of Hot and cold-water supply
- Installation of Fire protection, i.e. escape signage and extinguishers

4.5 Electrical Scope of Work

- Install a new distribution board in the waiting area
- Install a new supply cable to the new DB in the waiting area.
- Install plug points, lights, etc in each area as required

5. Trade Names:

- Contractors are to familiarise themselves with the supplementary preambles in all instances contained within the BoQ document.
- Trade names for fixtures, fittings, finishes and other construction elements are specifically used because of the nature of the project.
- Proprietary items or materials, where specified, are to be brand-specific or other approved. Approval may only be granted by the Principal Agent in writing.

C2.2 OPERATIONAL PROTOCOLS

- Security is a priority, and the site shall be kept safe at all times.
- The approved Health and Safety plan shall be adhered to at all times
- All staff members of the contractor shall wear PPE at all times
- All staff members of the contractor shall be specifically identifiable at all times and to this end shall wear a predetermined coloured overall to be able to enter and work on the site.
- Regular meetings, the frequency of which is to be determined, shall be held with the management of the SEZ to always ensure a cohesive spirit of co-operation

C2.3 ACCESS AND SITE ESTABLISHMENT

- Prospective bidders are to fully familiarise themselves with the site and access to the site and the restricted area for site establishment. Allowance for temporary construction access, etc., shall be deemed to be included in the contractor's price/bid. Prospective bidders are to familiarise themselves with the site as no additional costs shall be entertained.
- NO Contractor's representatives or workers are allowed to sleep at the establishment area.
- The Contractors are required to price for establishment, de-establishment and re-instatement in the Preliminaries section of the Bills of Quantities.

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

C2.4 ACCEPTANCE OF TENDERS

- The Employer is not bound to accept the lowest, or any, tender, or any portion of any tender

C2.5 MINIMUM WAGE

- The Contractor shall adhere to “The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)”, and yearly pronounced increases for the duration of the contract.

C2.6 TEMPORARY WORKS

- All temporary work to comply with the Construction Health and Safety Act (Act 85 of 1993) and its regulations, and is confirmed and recorded in the project specific occupational health and safety specification.

C2.7 DESIGN DETAILS

- Refer to drawings and project specifications contained in the Annexures.

C2.8 EMPLOYER'S OBJECTIVES IN RELATION TO THE EMPLOYMENT OF LABOUR

- Employment of local labour
 - a. It is the intention that this Contract should make maximum use of the local labour force that is presently under-employed. To this end the Contractor shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.
 - b. The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Bidder. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations there from shall be subject to the prior approval of the Project Manager, which approval shall not be unreasonably withheld.
 - c. Tenderers are to note that it is an explicit condition of this tender that all unskilled labourers on the project are to be employed from the local community.
 - d. The employment of local labour will be done in co-operation with community leaders and local structures. The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, No 75 of 1997, as determined by the Department of Labour.
 - e. The Contractor must provide monthly statistics to the Principal Agent indicating the number of new jobs created through this contract. This statistic must be provided with each monthly payment certificate using the electronic prescribed format, which will be provided by the Project Manager of this project to the successful bidder.
- Use of Local SMME's

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

- a. It is the requirement of the employer that the contractor enhances the use of SMME's.
 - b. The contractor shall employ SMME's as domestic subcontractors on this project to execute work to the minimum value of 10% of the contract value.
 - c. The contractor is to submit to the principal agent details of his plan to achieve this aspect, within five working days of being instructed to do so, whereafter it must be implemented. Should the contractor fail to implement this requirement as indicated above, the Employer shall have the right to, without prejudice of any other rights, apply a penalty of not exceeding 5% of the contract sum.
 - d. Suitable monthly reports to substantiate compliance with the above requirements shall be submitted by the contractor to the Principal Agent.
- The Contractor shall ensure labour and community harmony on the project site and in the surrounding community. (Ward). The Contractor shall participate in all community engagement activities to promote harmony during the project.
 - The Contractor shall appoint a community liaison officer in consultation with the project steering committee and the social facilitator. A provision sum has been included in C2:2 Bills of Quantities for the salary of the CLO. The contractor shall allow in his Preliminaries price for all other costs related to the employment of the community liaison officer such as but not limited to, toilet facilities, office space, supervision, stationery, safety clothing, etc. Upon appointment the contractor shall submit to the Principal Agent a copy of the CLO's employment contract. The contractor shall submit to the principal agent monthly a copy of the CLO's payslip.

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

DRAWINGS (SEE ANNEXURE A)

LIST OF DRAWINGS

The following drawings/annexure shall be issued during the bid period to form part of the bid documentation.

DRAWING DESCRIPTION	CONTRACT NUMBER	DRAWINGS -	DATE
ARCHITECTURAL DRAWINGS			
REFERENCE NUMBER:			

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

SITE INFORMATION

Project Name:	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE
Tender No:	NSEZ/2026/02

The site is located on the southern side of the N4 Highway opposite Komatipoort Town, Mpumalanga Province. The site is located between 145m to 185m above mean sea level and the average annual rainfall is 650mm. The terrain is undulating with relative moderate to steep gradients. The Ngweti River bisects the site in an east-west direction.



Figure 2: Site location and layout plan

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

ANNEXURES

The following Annexures are enclosed with this tender document.

ANNEXURE A	DRAWINGS
ANNEXURE B	BILL OF QUANTITIES

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

SECTION 2: RESPONDENT INFORMATION

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

SECTION 2: RESPONDENT INFORMATION

(To be completed by Respondent)

Respondent Information

1. Name of company: _____

2. Company registration number: _____

3. Address of company:

Postal Address:

Street Address:

Company's internet address: _____

4. Contact person:

Name:

Designation:

Telephone number:

Fax number:

5. Names of the directors of your company:

Name:

Designation:

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

6. Total number of Employees: _____

7. Declaration:

The information supplied in this document is correct and complete to the best of my knowledge and accurately reflects the capability of:

Company name

Signature

Date

Name

This BID is signed in my capacity as: _____

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

SECTION 3: TERMS AND CONDITIONS

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

SECTION 3: TERMS AND CONDITIONS

(To be read very carefully by respondent)

Standard Conditions for Bid/TENDER

1. INTERPRETATION AND DEFINITIONS

1.1 Definitions

The expressions defined below shall have the meaning hereby assigned to them unless inconsistent with the context of a particular bid/tender, agreement, contract, or order.

1.1.1 "Entity": Nkomazi Special Economic Zone

1.1.2 "Closing date": the date and hour specified in the document

2. BID/TENDER INVITATION

2.1 bid/tender Preparation

All costs in the preparation, presentation, and demonstration will be on account of the interested parties. All supporting documentation and manuals submitted in response to this bid/tender submissions) will become "company's" property unless otherwise stated by the interested parties at the time of submission.

2.2 Confidentiality

The information obtained through this bid/tender invitation will be regarded as confidential; however, NKOMAZI SEZ does not accept liability for any information that may become public.

2.4 Samples

Interested parties may, as part of their response, submit samples, brochures, or documentation of the products supplied by the interested parties. Samples, brochures (printed and digital) and documentation submitted will be returned to the interested parties only on request.

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

3. BID/TENDER SUBMISSIONS

3.1 Document requiring completion and return

Interested parties must complete and submit the following documents as part of their response:

- a. Prescribed bid submission documents
- b. Completed and signed SBD documents (SBD1, 4,6.1)
- c. General conditions of contract
- d. Any information required in the bid submission

3.2 Amendment of documents by NKOMAZI SEZ

NKOMAZI SEZ may, at any time before the deadline for lodging the bid submission , amend the documents or extend the time for lodging documents by writing to the prospective Interested parties. (Any amendments under this clause will become part of the bid submission .

4. PREPARATION OF BID/TENDER SUBMISSIONS

4.1 Language of documents

The bid/tender submissions and all correspondence and documents related to the bid/tender submissions exchanged by the interested parties and NKOMAZI SEZ shall be written in English.

5. SUBMISSION OF REQUESTS FOR BID/TENDER SUBMISSIONS

5.1 Address and marking of requests for bid submission(s)

All requests for bid/tender submissions must be:

- a) Enclosed in a plain envelope or wrapping marked with the bid/tender submissions number specified on the document.
- b) Lodged to ensure that they are received not later than the closing time and date specified for their receipt by directives issued with the document.

5.2 Number of copies required

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF TEMPORARY OFFICES, INCLUDING WATER, SANITATION AND ELECTRICAL SERVICES FOR THE NKOMAZI SEZ SOC LTD PERSONNEL SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 5GB OR HIGHER)

The interested parties must submit 1 original copy and 1 soft copy (memory stick).

5.3 Closing date

All requests for bid/tender submissions close on the date and time indicated in the document.

5.4 Late submissions

Bid/tender submissions are late if they are received at the address indicated in the document after closing time and date. NKOMAZI SEZ will not consider any late bid/tender submissions.



BY AIR

MASHINI
SPECIAL SERVICES

PH: 083 312 1234 EXT: 1000
DEL. BY AIR, 083 312 1234
SPECIAL DELIVERY

NAME: _____
NO: _____
DATE: _____

BY ROAD

NAME: _____
NO: _____
DATE: _____

PROPOSED TEMPORARY OFFICES
ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNSHIPS
NO. 182 - JU
MPUMALANGA PROVINCE

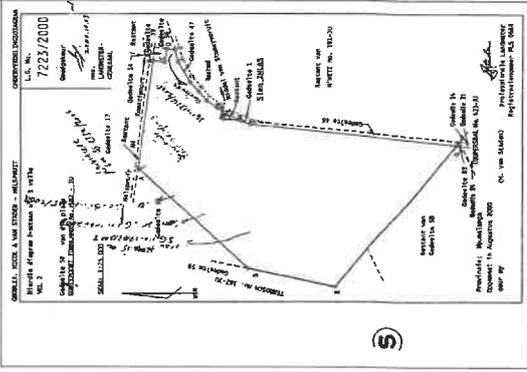
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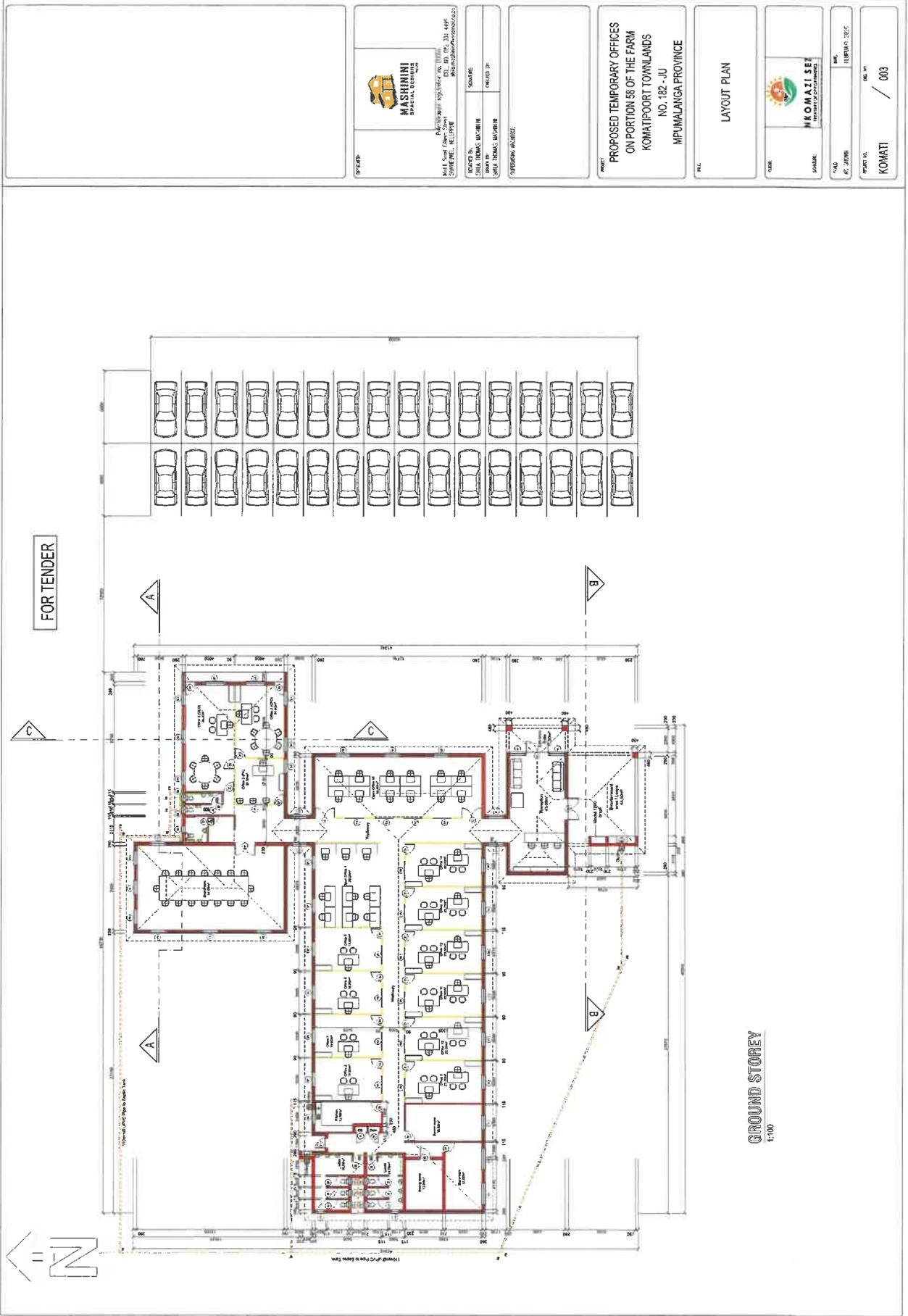
W. KOMAZI S.E.
REGISTERED PROFESSIONAL ENGINEER

NO. 1000/01, T.S.C.

NO. 1000/01, T.S.C.

NO. 1000/01, T.S.C.





MASHINI SPACIAL DESIGN & ARCHITECTURE
 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

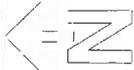
REGISTERED ARCHITECT
 NAME: MASHINI SPACIAL DESIGN & ARCHITECTURE
 NO. 182 - JU
 MPUMALANGA PROVINCE

PROJECT:
 PROPOSED TEMPORARY OFFICES
 ON PORTION 88 OF THE FARM
 KOMATPOORT TOWNLANDS
 NO. 182 - JU
 MPUMALANGA PROVINCE

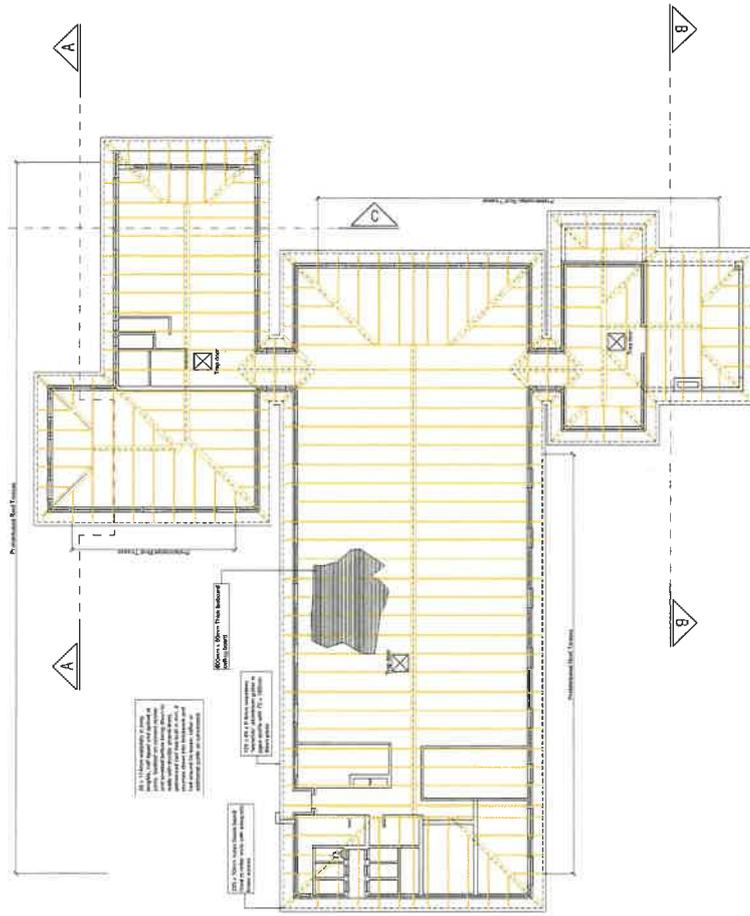
TITLE:
 LAYOUT PLAN



DATE: FEBRUARY 2017
 PROJECT NO.: KOMATI / 003



FOR TENDER



ROOF LAYOUT PLAN
1:100

DESIGNER:



Private Practice Registered Architect
10111 Tsebe Street - 2008
CENTRAL, JOHANNESBURG
CONTACT: 011 462 331 488
WWW.MASHINIARCHITECTURE.CO.ZA

DESIGNED BY:

SRISA THOMAS MASHINI

REGISTERED ARCHITECT

NO. 10240/2010/ARCH

PROFESIONEEL ARCHITÊT

PROJECT:

PROPOSED TEMPORARY OFFICES
ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS
NO. 182 - JU
MPUMALANGA PROVINCE

SCALE:

ROOF LAYOUT PLAN

DATE:



DRAWN BY:

ZC. JORDAN

SCALE:

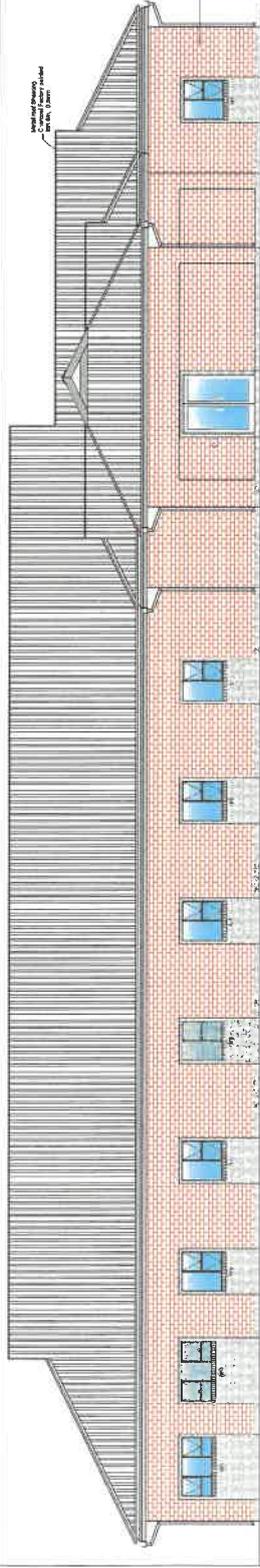
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SHEET NO.:

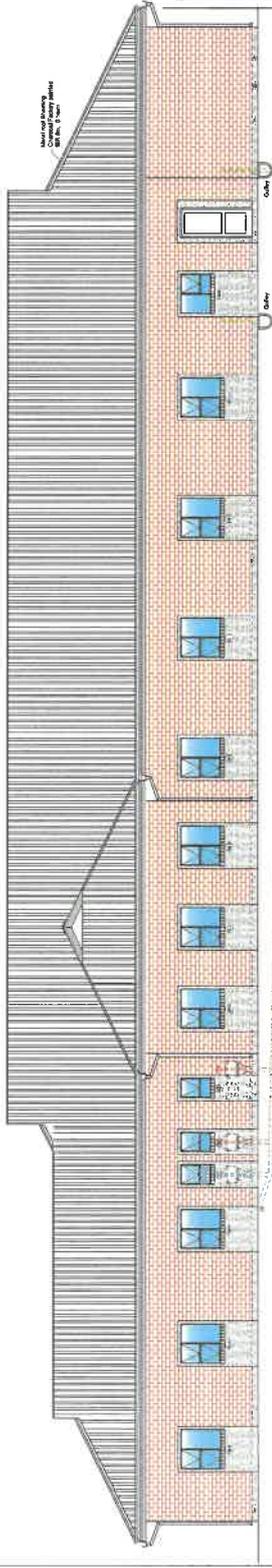
KOMATI / 005



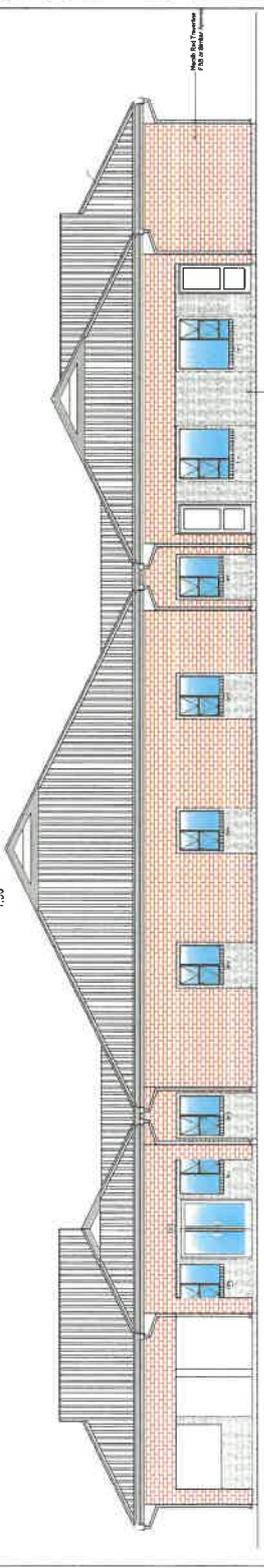
Namb Rod Travertine FBS



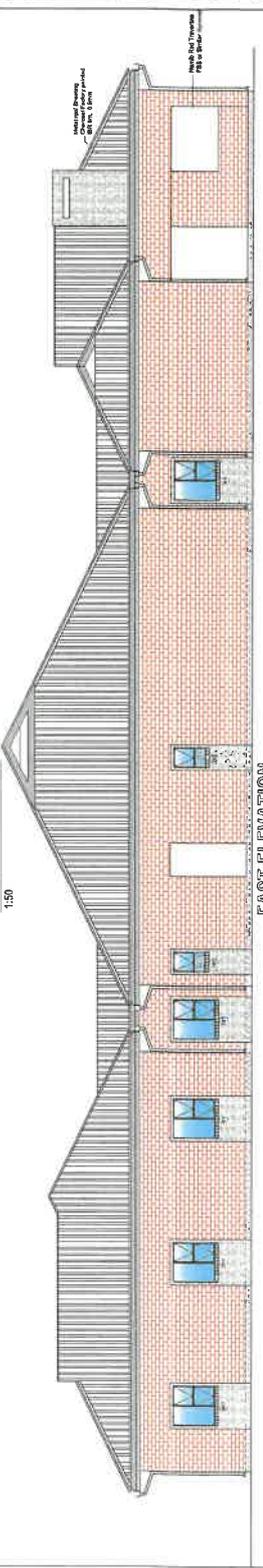
SOUTH ELEVATION
1:50



NORTH ELEVATION
1:50



EAST ELEVATION
1:50



EAST ELEVATION
1:50

FOR TENDER

		Plot 13/2001, Capital 2 no. 1000 DEL. 01, 02, 03, 04, 05 COMMERCIAL, RESIDENTIAL	
SERVICE: SPACIAL DESIGN, ARCHITECTURE AND PROJECT MANAGEMENT	CLIENT: MASHININI SPACIAL SERVICES	PROJECT: PROPOSED TEMPORARY OFFICES ON PORTION 98 OF THE FARM KOMATIPOORT TOWNLANDS NO. 182 - JU MPUMALANGA PROVINCE	
DATE: 15 FEBRUARY 2025		DRAWING NO: 007	

ELEVATIONS

PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
NKOMAZI SPECIAL ECONOMIC ZONE

Item No	Quantity	Rate	Amount
<p><u>SECTION 1</u></p> <p><u>BILL NO. 1</u></p> <p><u>PRELIMINARIES</u></p> <p>The JBCC principal BUilding Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described</p> <p>The JBCC Principal Building Agreement Contract Data form an integral part of this agreement</p> <p>The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement (Edition 6.2) shall be deemed to be incorporated in project specific preliminaries, amended as hereinafter described</p> <p>The contractor is deemed to have referred to the above mentioned documents for the full intent and meaning of each clause</p> <p>The relevant clauses in the above mentioned documents are hereinafter referred to by clause number and heading only</p> <p>Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the above mentioned documents</p> <p><u>PREAMBLES FOR TRADES</u></p> <p>The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained</p>			
<p>Carried to Collection</p>			R
<p>Section No. 1 Preliminaries Bill No. 1 Preliminaries</p>			

Supplementary preambles and/or specifications are incorporated in this Project specific preliminaries to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the General Preambles

The contractor's prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the said Model Preambles and in any supplementary preambles

PRICING OF PRELIMINARIES

Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable")

If Alternative A as set out in clause C 4.0 hereinafter is to be used for the adjustment of the preliminaries each item price is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time.

Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities

SECTION A - PRINCIPAL BUILDING AGREEMENT

Interpretation

1	Clause 1.0 - Definitions and interpretation F:..... V:..... T:.....	Item
2	Clause 2.0 - Law, regulations and notices F:..... V:..... T:.....	Item
3	Clause 3.0 - Offer and acceptance F:..... V:..... T:.....	Item
4	Clause 4.0 - Cession and assignment F:..... V:..... T:.....	Item
5	Clause 5.0 - Documents F:..... V:..... T:.....	Item
6	Clause 6.0 - Employer's agents F:..... V:..... T:.....	Item

Carried to Collection

R

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 Bill No. 1
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PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
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7	Clause 7.0 - Design responsibility F:..... V:..... T:.....	Item	
<u>Insurances and Securities</u>			
8	Clause 8.0 - Works risk F:..... V:..... T:.....	Item	
9	Clause 9.0 - Indemnities F:..... V:..... T:.....	Item	
10	Clause 10.0 - Insurances F:..... V:..... T:.....	Item	
11	Clause 11.0 - Securities F:..... V:..... T:.....	Item	
<u>Execution</u>			
12	Clause 12.0 - Obligations of the parties F:..... V:..... T:.....	Item	
13	Clause 13.0 - Setting out The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments. F:..... V:..... T:.....	Item	
14	Clause 14.0 - Nominated subcontractors F:..... V:..... T:.....	Item	
15	Clause 15.0 - Selected subcontractors F:..... V:..... T:.....	Item	
16	Clause 16.0 - Direct contractors F:..... V:..... T:.....	Item	
17	Clause 17.0 - Contract instructions F:..... V:..... T:.....	Item	
<u>Completion</u>			
18	Clause 18.0 - Interim completion = n/s subcontract agreement F:..... V:..... T:.....	Item	
Carried to Collection			
Section No. 1 Preliminaries Bill No. 1 Preliminaries			R

PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
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		Item		
31	<p>Agreement</p> <p>No Clause</p> <p>The agreement comprises the entire contract between the parties. 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 duly authorised representatives of the parties.</p>			
				R

Carried to Collection

Section No. 1
Preliminaries
Bill No. 1
Preliminaries

SECTION B - GENERAL PRELIMINARIES

Definitions and interpretation

32 1.1 - Definitions F:..... V:.....
T:..... Item

33 1.2 - Interpretation F:..... V:.....
T:..... Item

Documents

34 2.1 - Checking of documents F:.....
V:..... T:..... Item

35 2.2 - Provisional bills of quantities
N/A

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

36 2.3 - Availability of construction information
F:..... V:..... T:..... Item

37 2.4 - Ordering of materials and goods
F:..... V:..... T:..... Item

Previous work and adjoining properties

38 3.1 - Previous work - dimensional accuracy F:.....
V:..... T:..... Item

39 3.2 - Previous work - defects F:.....
V:..... T:..... Item

40 3.3 - Inspection of adjoining properties F:.....
V:..... T:..... Item

The site

41 4.1 - Handover of site in stages F:.....
V:..... T:..... Item

42 4.2 - Enclosure of the works F:..... V:.....
T:..... Item

Carried to Collection

R

PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
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The contractor shall provide, erect, alter as necessary, maintain, remove and make good on completion of the works suitable hoardings, complete with gantries, fans, safety screens, barriers, guard railing, access gates, covered gangways, steel sections at crane lifts, splayed comers, returned ends, etc as indicated on the drawings and as necessary for the enclosure of the works and the protection of the public, all to the satisfaction of the Representative/Agent and the Local Authority

43	4.3 - Geotechnical and other investigations F:..... V:..... T:.....	Item
44	4.4 - Encroachments F:..... V:..... T:.....	Item
45	4.5 - Existing premises occupied F:..... V:..... T:.....	Item
46	4.6 - Services - Known F:..... V:..... T:.....	Item
<u>Management of contract</u>		
47	5.1 Management of the works F:..... V:..... T:.....	Item
48	5.2 Progress meetings F:..... V:..... T:.....	Item
49	5.3 Technical meetings F:..... V:..... T:.....	Item
<u>Samples, shop drawings etc</u>		
50	6.1 - Samples of materials F:..... V:..... T:.....	Item
51	6.2 - Workmanship samples F:..... V:..... T:.....	Item
52	6.3 - Shop drawings F:..... V:..... T:.....	Item

Carried to Collection

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PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
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53	6.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....	Item		
	<u>Deposits and fees</u>			
54	7.1 - Deposits and fees F:..... V:..... T:.....	Item		
	<u>Temporary services</u>			
55	8.1 - Water F:..... V:..... T:.....	Item		
56	8.2 - Electricity F:..... V:..... T:.....	Item		
57	8.3 - Ablution and welfare facilities F:..... V:..... T:.....	Item		
58	8.4 - Communication facilities F:..... V:..... T:.....	Item		
	<u>Prime cost amounts</u>			
59	9.1 - Responsibility for prime cost amounts F:..... V:..... T:.....	Item		
	<u>Attendance on subcontractors</u>			
60	10.1 - General attendance <u>User note?</u> <i>General attendance is defined in the n/s subcontract agreement</i> Insert details against this clause or where provisional sums are stated for any special attendance where specifically required for each n/s subcontractor separately F:..... V:..... T:.....	Item		
	Carried to Collection		R	
	Section No. 1 Preliminaries Bill No. 1 Preliminaries			

PROPOSED OFFICES ON PORTION 58 OF THE FARM
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61	10.2 - Special attendance <u>User note?</u> <i>General attendance is defined in the n/s subcontract agreement</i> Insert details against this clause or where provisional sums are stated for any special attendance where specifically required for each n/s subcontractor separately F:..... V:..... T:..... General	Item
62	11.1 - Protection of the works F:..... V:..... T:.....	Item
63	11.2 - Protection/isolation of existing works and works occupied in sections F:..... V:..... T:.....	Item
64	11.3 - Security of the works F:..... V:..... T:.....	Item
65	11.4 - Notice before covering work F:..... V:..... T:.....	Item
66	11.5 - Disturbance F:..... V:..... T:.....	Item
67	11.6 - Environmental disturbance F:..... V:..... T:	Item
68	11.7 - Works cleaning and clearing F:..... V:..... T:.....	Item
69	11.8 - Vermin F:..... V:..... T:.....	Item
70	11.9 - Overhand work F:..... V:..... T:.....	Item
71	11.10 Tenant installations by direct contractors F: V: T:	Item

Carried to Collection

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**PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
NKOMAZI SPECIAL ECONOMIC ZONE**

72	<p>11.11 Advertising</p> <p>F: V: T:</p>	Item	
73	<p>Sheds</p> <p>F: V: T:</p> <p>The contractor shall provide, maintain, and remove on completion of the works temporary sheds for the proper storage of materials</p>	Item	
74	<p>Office for the representative / agent</p> <p>F: V: T:</p> <p>The contractor shall provide, maintain and remove on completion of the work an office for the exclusive use of the Representative/Agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board, and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times</p>	Item	
75	<p>Plant and Scaffolding</p> <p>F: V: T:</p> <p>The contractor shall provide, maintain and remove if no longer required all plant and scaffolding necessary for the execution of the works Scaffolding will not be permitted to be erected from buildings on adjacent premises</p>	Item	
76	<p>Notice Board</p> <p>F: V: T:</p>	Item	
<p>Carried to Collection</p>			<p>R</p>
<p>Section No. 1 Preliminaries Bill No. 1 Preliminaries</p>			

PROPOSED OFFICES ON PORTION 58 OF THE FARM
 KOMATIPOORT TOWNLANDS NO. 182 JU
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The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick all round outer edges and projecting 12mm from face of boarding and rounded on front edge

The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines deep blue. All wording shall be inscribed in deep blue painted sans serif lettering

Sub-contractor's individual boards will be allowed on the site subject to the written approval of the Representative/Agent

Schedule of variables

Information necessary for elections and completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that no specific requirements are expected or that the clause is not relevant to this specific contract

- Provisional bills of quantities [clause 2.2]
 The quantities are provisional No
- Availability of construction documentation [clause 2.3]
 Construction documentation is complete Yes
- Previous work - dimensional accuracy [clause 3.1]
- Previous work - defects [clause 3.2]
- Inspection of adjoining properties [clause 3.3]
- Water [clause 8.1]
 - Option A (by contractor) yes
 - Option B (by employer - free of charge) no
 - Option C (by employer - metered) no

Carried to Collection

Section No. 1
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SECTION C - SPECIFIC PRELIMINARIES

User note

Selected examples of typical clauses are provided to indicate ways of describing such clauses. Users must delete, adapt or add to these examples to suit their particular circumstances

77 **Site instructions**

Instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the contractor

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

Item

78 **Warranties for material and workmanship**

Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the firm supplying the materials and/or doing the work and shall deliver same to the principal agent on the certified completion of the contract. The warranty shall state that workmanship, materials and installation are warranted for a specified period from the date of final completion and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice to do so. The warranty will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the contractor

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

Item

79 **Co-operation of contractor for cost management**

It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget. The principal agent undertakes to make available to the contractor all budgetary allowances and cost assessments/reports to enable the proper procedure to be implemented and the contractor shall attend all cost plan review and cost management meetings. The contractor undertakes to extend these procedures, as necessary, to all subcontractors

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

Item

Carried to Collection

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PROPOSED OFFICES ON PORTION 58 OF THE FARM
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NKOMAZI SPECIAL ECONOMIC ZONE

80 **Propping of floors below**

The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor

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

Item

81 **Testing of windows for watertightness**

Each window shall be tested for watertightness with water sprayed on using adequate pressure. If in the opinion of the principal agent, the pressure proves to be inadequate, then the pressure shall be boosted by means of compressed air or other approved means

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

Item

82 **Testing of flat roof waterproofing for watertightness**

Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the principal agent, flooded with water and kept "ponded" for at least 36 hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing

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

Item

LABOUR DESK

83 The contractor shall establish a labour desk on site with a dedicated office with and including a desk 2 chairs and electricity. From the labour desk (CLO), the contractor will appoint a dedicated community liaison officer at a monthly gross remuneration as indicated, subject to all statutory deductions. The community liaison officer will be employed by and will report to the contractor, who will in turn forward such reports to the Principal Agent.

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

Item

Carried to Collection

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PROPOSED OFFICES ON PORTION 58 OF THE FARM
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HEALTH AND SAFETY ACT (Act 85 of 1993)

- | | | |
|----|---|------|
| 84 | Compliance with the Occupational Health and safety Act (Act 85 of 1993) and all relevant and applicable regulations, especially the Construction Health & Safety Act (Act 85 of 1993) (as amended) for the duration of the contract. | Item |
| 85 | Notify the provincial director in writing of the commencement of construction work with and including submission of a letter of receipt and acknowledgement of the aforementioned notice by the director of his/her representative | Item |
| 86 | Provision of OH & S plan prior to commencement of works as well as a full consolidated copy of such plan at the completion of construction work inclusive of a record of all drawings, designs, copies of statutory appointments, material used and other similar information concerning completed contract | Item |
| 87 | Implementation and maintenance of Approved OHS Plan for duration of contract, including daily/ weekly inspections, monthly meeting, required audits, consolidated health and safety file, etc. [CR 7] | Item |
| 88 | Registration with compensation fund or approved / licensed compensation insurer. | Item |
| 89 | Provision of Basic Emergency Preparedness and Response equipment & at least level 2 First Aider/s | Item |
| 90 | Allow for the appointment of a Full time competent Construction Health and Safety Officer to assist in the control of all health and safety related aspects on site as per [CR 8(5)] for duration of contract. | Item |
| 91 | Health and safety training and induction requirements of all persons entering the site. | Item |

Carried to Collection

R

**PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
NKOMAZI SPECIAL ECONOMIC ZONE**

92	Provide, supply and maintenance for each worker the following SANS approved Personal Protective Equipment & clothing as per the site specific risk assessment: - Hard hats (High density polyethylene & 6 point lining) - Work suit (100% Cotton) - Safety boots (Steel toe) - Safety gloves - Ear plugs/Muffs - Dust masks and or Respirators - Safety goggles - Personal Fall arrest and rescue equipment with and including life lines and associated equipment. - High reflective vests and or bibs				Item
93	Temporary warning signs and symbols				Item
94	SANS approved safety netting (orange colour with minimum of 1,2 meters high)				Item
95	Allow for Pre-employment medical examinations				Item
<u>HIV AND AIDS POLICY</u>					
96	Observation of all legislation, policies and by-laws regulating the "AIDS" endemic and "HIV" prevention, treatment and observation.				Item
<u>ENVIRONMENTAL</u>					
97	Provide for adequate handling and storage of materials so as to minimize contamination of ground, air or water.				Item
98	Provide for the adequate and safe collection and disposal of waste material from site by an approved method.				Item
<u>COMMUNITY EMPOWERMENT</u>					
99	"IDT" has taken a strategic decision to promote transformation in line with its SCM policy. Based on the above tenderers must promote supplier Development through involving Small Business Enterprises residing within the municipal ward				Item
	F:..... V:..... T:.....				
Carried to Collection					R
Section No. 1 Preliminaries Bill No. 1 Preliminaries					

COMMUNITY DEVELOPMENT PROGRAMME

100 "IDT" has taken a strategic decision to promote transformation in line with its SCM policy. Based on the above tenderers must promote supplier Development through involving Small Business Enterprises residing within the municipal ward.

Special Reference is made to the contract data section in terms of subcontracting

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

Item

101 The Employer shall determine the amount to be paid to the Enterprise Development Co-Ordinator for the Contract Participation Goal (CPG) on the contract and this amount shall be stated under the section Enterprise Development

Item

102 The Contractor shall be paid as follows : These are recommended rates, client may change depending on the location of the project, complexity etc.

Item

103 Need Analysis and enterprise development plan per targeted enterprise

Item

104 Mentor and interim reporting per targeted enterprise, reports will be required per quarter

Item

105 Project Completion Report per targeted enterprise

Item

SUMMARY OF CATEGORIES

Category : Fixed R.....

Category : Value R.....

Category : Time R.....

Carried to Collection

R

PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
NKOMAZI SPECIAL ECONOMIC ZONE

Section No. 1

Bill No. 1

Preliminaries

COLLECTION

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PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
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Item No		Quantity	Rate	Amount
	<p><u>SECTION 2</u></p> <p><u>BILL NO. 1</u></p> <p><u>FOUNDATIONS (PROVISIONAL)</u></p> <p>NOTE : Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No. 104 for CPAP formula purposes</p> <p><u>STANDARD PREAMBLES</u></p> <p>The contractor is referred to the Model Preambles for Trades (2008 edition) as issued the Association of South African Quantity Surveyors before pricing this bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Nature of ground</u></p> <p>The nature of the ground is assumed to be loose sandy material, therefore "earth", but possibly interspersed with "hard rock" or "soft rock"</p> <p><u>Carting away of excavated material</u></p> <p>Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site</p> <p><u>Prices</u></p> <p>Prices for all filling and carting away of surplus material must make allowance for bulking.</p> <p><u>EARTHWORKS</u></p> <p><u>SITE CLEARANCE ETC</u></p>			
	Carried to Collection		R	
	<p>Section No. 2 Building Works Bill No. 1 Foundations (Provisional)</p>			

PROPOSED OFFICES ON PORTION 58 OF THE FARM
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<u>Site clearance</u>					
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc	m2	1,276		
2	Stripping average 150mm thick layer of vegetable soil including carting away to a dumping site to be located by the contractor	m2	1,276		
<u>EXCAVATION, FILLING, ETC</u>					
<u>Excavation in earth not exceeding 2m deep</u>					
3	Trenches	m3	156		
<u>Extra over trench and hole excavations in earth for excavation in</u>					
4	Soft rock	m3	16		
5	Hard rock	m3	8		
<u>Extra over all excavations for carting away</u>					
6	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	180		
<u>Risk of collapse of excavations</u>					
7	Sides of trench and hole excavations not exceeding 1,5m deep	m2	328		
<u>Keeping excavations free of water</u>					
8	Keeping excavations free of all water other than subterranean water		Item		
<u>Earth filling supplied by the contractor compacted to 93% Mod AASHTO density</u>					
9	Under floors, steps, pavings, etc.	m3	270		
<u>SOIL POISONING</u>					
<u>Soil insecticide</u>					
10	Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m2	878		
11	To bottoms and sides of trenches	m2	429		
Carried to Collection					
Section No. 2 Building Works Bill No. 1 Foundations (Provisional)					R

PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
NKOMAZI SPECIAL ECONOMIC ZONE

<p>Section No. 2</p> <p>Bill No. 1</p> <p>Foundations (Provisional)</p> <p><u>COLLECTION</u></p> <p>Total Brought Forward from Page No.</p>	<p>Page No</p> <p>19</p> <p>20</p>	<p>Amount</p>	<p>-----</p> <p>-----</p> <p>R</p>
<p>Section No. 2</p> <p>Building Works</p> <p>Bill No. 1</p> <p>Foundations (Provisional)</p>	<p>Carried Forward to Summary of Section No. 2</p>		

Item
No

	Quantity	Rate	Amount
<p><u>SECTION 2</u></p>			
<p><u>BILL NO. 2</u></p>			
<p><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></p>			
<p>NOTE : Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No. 110 for CPAP formula purposes</p>			
<p><u>SUPPLEMENTARY PREAMBLES</u></p>			
<p><u>Cost of tests</u></p>			
<p>The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Principal Agent. The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the Principal Agent. (Test cubes are measured separately)</p>			
<p><u>Formwork</u></p>			
<p>Description of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use</p>			
<p>The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself.</p>			
<p>Formworks to soffits of solid etc shall be deemed to be slabs not exceeding 250mm thick unless otherwise described</p>			
<p>Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"</p>			
<p>Carried to Collection</p>			
<p>Section No. 2 Building Works Bill No. 2 Concrete, Formwork and Reinforcement</p>			

R

<u>CONCRETE</u>				
<u>(CPAP FORMULA WORK GROUP NO. 110)</u>				
<u>REINFORCED CONCRETE</u>				
<u>25Pa/19mm concrete</u>				
1	Raft foundation including surface beds on waterproofing	m3	168	
<u>REINFORCED CONCRETE</u>				
<u>25MPa/19mm concrete</u>				
<u>TEST BLOCKS</u>				
2	Making and testing 150 x 150 x 150mm concrete strength test cube (Provisional)	No	18	
<u>ROUGH FORMWORK (DEGREE OF ACCURACY II)</u>				
<u>(CPAP FORMULA WORK GROUP NO. 111)</u>				
<u>Rough formwork to sides</u>				
3	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	172	
<u>MOVEMENT JOINTS, ETC</u>				
<u>Expansion joints with softboard between vertical concrete surfaces</u>				
4	12mm Joints not exceeding 300mm high	m	22	
<u>Expansion joints with softboard between vertical concrete and brick surfaces</u>				
5	12mm Joints not exceeding 300mm high	m	80	
<u>REINFORCEMENT (PROVISIONAL)</u>				
<u>(CPAP FORMULA WORK GROUP NO. 114)</u>				
Carried to Collection				
Section No. 2 Building Works Bill No. 2 Concrete, Formwork and Reinforcement				R

PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
NKOMAZI SPECIAL ECONOMIC ZONE

Item No		Quantity	Rate	Amount
	<u>SECTION 2</u>			
	<u>BILL NO. 3</u>			
	<u>MASONRY</u>			
	NOTE : Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No. 116 for CPAP formula purposes			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>BRICKWORK</u>			
	<u>Sizes in descriptions</u>			
	Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick			
	<u>Face bricks</u>			
	Bricks shall be ordered timeously to obtain uniformity in size and colour			
	<u>Pointing</u>			
	Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc.			
	<u>BRICKWORK</u>			
	<u>SUPERSTRUCTURE</u>			
	<u>Brickwork of NFP bricks in class II mortar</u>			
1	Half brick walls	m2	192	
2	Half brick walls in beamfilling.	m2	33	
3	One brick walls.	m2	118	
4	280mm Cavity walls	m2	704	
	Carried to Collection			R
	Section No. 2 Building Works Bill No. 3 Masonry			

PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
NKOMAZI SPECIAL ECONOMIC ZONE

<u>BRICKWORK SUNDRIES</u>		
<u>Brickwork reinforcement</u>		
5	75mm Wide reinforcement built in horizontally	m 60
6	150mm Wide reinforcement built in horizontally	m 255
<u>Turning Pieces</u>		
7	115mm Wide turning piece to lintels etc	m 15
8	230mm Wide turning piece to lintels etc	m 3
<u>Galvanised hoop iron cramps, ties, etc</u>		
9	Wall ties built into cavity brickwork	No 2,084
10	30 x 1,6mm Roof tie 1,5m long with one end fixed to timber and other end built into brickwork	No 143
<u>FACE BRICKWORK</u>		
<u>Namib Red travertine FBS face bricks (Prime Cost Amount R 5 500.00/1000) pointed with recessed horizontal and vertical joints</u>		
11	Extra over brickwork for face brickwork	m2 704
12	Extra over brickwork for brick-on-edge header course lintel pointed on face and 115mm soffit	m 80
13	Extra over brickwork for brick-on-edge header course lintel pointed on both faces and 230mm soffit	m 60
14	Fair raking cutting	m 26
<u>Brick-on-edge header course copings, sills, etc of external face bricks (Prime Cost Amount R 4 500.00/1000) pointed with recessed joints on all exposed faces</u>		
15	180mm Wide sill set sloping and slightly projecting	m 60
Carried to Collection		
Section No. 2 Building Works Bill No. 3 Masonry		R

PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
NKOMAZI SPECIAL ECONOMIC ZONE

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Masonry

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Masonry

PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
NKOMAZI SPECIAL ECONOMIC ZONE

Item No		Quantity	Rate	Amount
	<u>SECTION 2</u>			
	<u>BILL NO. 4</u>			
	<u>WATERPROOFING</u>			
	NOTE : Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No. 120 for CPAP formula purposes			
	<u>DAMP-PROOFING OF WALLS AND FLOORS</u>			
	<u>One layer of 375 micron "Consol Plastics Brikgrip DPC" or other equal and approved embossed damp proof course</u>			
1	In walls	m2	76	
	<u>One layer of 250 micron "Consol Plastics Gunplas USB Green" or other equal and approved waterproof sheeting sealed at laps with "Gunplas Pressure Sensitive Tape"</u>			
2	Under surface beds, aprons	m2	878	
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	Section No. 2 Building Works Bill No. 4 Waterproofing			

PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
NKOMAZI SPECIAL ECONOMIC ZONE

Item No	Quantity	Rate	Amount
<p><u>SECTION 2</u></p>			
<p><u>BILL NO. 5</u></p>			
<p><u>ROOF COVERINGS ETC</u></p>			
<p>NOTE : Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No. 124 for CPAP formula purposes</p>			
<p><u>PREAMBLES</u></p>			
<p><u>For preambles see "Specifications of materials and methods to be used - PW371-A"</u></p>			
<p><u>SUPPLEMENTARY PREAMBLES</u></p>			
<p><u>General</u></p>			
<p>All roof coverings, etc., to be with a covering of Z275 galvanising. All holes to be drilled and not punched</p>			
<p>Where described as with "Chromadek" finish, all sheets, flashings, etc., shall be with "Chromadek" silicone polyester paint for exterior use</p>			
<p><u>Sizes</u></p>			
<p>All items are measured net unless otherwise described</p>			
<p><u>Flashings, trimming plates, etc.</u></p>			
<p>Prices to include for all cutting and waste and relevant fixing material, unless otherwise described</p>			
<p>All rates for flashings, trimmings, etc., to include for forming drips and closed ends to troughs of sheet steel roof covering where applicable</p>			
<p>All items are unless otherwise described measured net</p>			
<p><u>PROFILED METAL SHEETING AND ACCESSORIES</u></p>			
<p>Carried to Collection</p>			
<p>Section No. 2 Building Works Bill No. 5 Roof Coverings, etc</p>			
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PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
NKOMAZI SPECIAL ECONOMIC ZONE

<u>0.47mm IBR chromadek roof sheet with "charcoal" finish on one side in single lengths fixed to timber purlins and 0.47mm chromadek steel accessories with "charcoal" finish on one side as per Architects instruction on site</u>			
1	Roof covering with pitch not exceeding 26 degrees	m2	1,098
2	Ridge capping 450mm girth	m	82

ROOF AND WALL INSULATION

<u>"Sisalation FR 430" housing grade glass fibre reinforced aluminium foil bonded insulation</u>			
3	Insulation laid taut over purlins (at approximately 1 200mm centres) and fixed concurrent with roof covering including galvanised steel straining wires	m2	1,098
4	50mm thick Isoboard Insulation board in cavity wall	m2	704

Carried to Collection

Section No. 2
Building Works
Bill No. 5
Roof Coverings, etc

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PROPOSED OFFICES ON PORTION 58 OF THE FARM
 KOMATIPOORT TOWNLANDS NO. 182 JU
 NKOMAZI SPECIAL ECONOMIC ZONE

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Bill No. 5

Roof Coverings, etc

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Item No	Quantity	Rate	Amount
<p><u>SECTION 2</u></p>			
<p><u>BILL NO. 6</u></p>			
<p><u>CARPENTRY AND JOINERY</u></p>			
<p>NOTE : Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No.126 for CPAP formula purposes</p>			
<p><u>SUPPLEMENTARY PREAMBLES</u></p>			
<p><u>Particle board:</u></p>			
<p>Particle board shall comply with the following specifications:</p>			
<p>a) SABS 1300 Particle board: exterior and flooring type</p>			
<p>b) SABS 1301 Particle board: interior type</p>			
<p><u>Joinery:</u></p>			
<p>Descriptions of frames shall be deemed to include frames, transoms, mullions, rails, etc</p>			
<p>Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes</p>			
<p><u>Fixing</u></p>			
<p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete</p>			
<p><u>ROOFS, ETC</u></p>			
<p>Carried to Collection</p>			
<p>Section No. 2 Building Works Bill No. 6 Carpentry and Joinery</p>			
		R	

Plate nailed timber roof truss construction

The following is applicable in respect of roof trusses:

1. Trusses are at maximum 750mm centres.
2. Roof covering is "Kliplok" roof sheeting on 50 x 76mm SAP purlins at maximum 1200mm centres.
3. Ceilings are of 6mm fibre cement/gypsum sheeting on 38 x 38mm brandering.
4. Refer to drawings at the end of these Bills of Quantities for full details.
5. All trusses are fabricated in a factory by specialists approved by the Architect.
6. All trusses shall be designed by a Registered Professional Engineer (in accordance with the draft SABS Code of Practice for the Design of Timber Trusses).
7. The Manufacturer of the trusses shall supply a written guarantee that the trusses are designed, manufactured and erected to support the roof covering specified. The guarantee shall be valid for a period of 10 (ten) years.

Sawn softwood

1	38 x 114mm Wall plates	m	81
2	Design, manufacture and deliver to site, plate nailed roof truss construction to overall with 600mm eaves overhang projecting both sides, including all necessary purlins, runners, bracing and cross bracing complete (wall plates elsewhere)	No	1

Sundries

3	Two coats creosote on wrought timbers	m ²	143
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EAVES , VERGES , ETC

Carried to Collection

Section No. 2
Building Works
Bill No. 6
Carpentry and Joinery

R

PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
NKOMAZI SPECIAL ECONOMIC ZONE

Item No		Quantity	Rate	Amount
	<u>SECTION 2</u>			
	<u>BILL NO. 7</u>			
	<u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u>			
	NOTE : Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No. 129 for CPAP formula purposes			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Descriptions:</u>			
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete			
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted" the bolts have been given elsewhere			
	<u>CEILINGS ETC</u>			
	<u>"Aerolite" or other equal and approved insulation</u>			
1	50mm Insulation closely fitted and laid on top of branderig between roof timbers etc	m2	878	
	<u>NAILED UP CEILINGS</u>			
	<u>50mm Thick isoboard ceiling boards</u>			
2	Ceilings including 38 x 50mm sawn softwood branderig at 400mm centres	m2	878	
3	Extra over ceiling for 600 x 600mm hinged, pressed metal trap door with 38 x 50mm wrought softwood rebated framing and fitted flush in opening	No	3	
4	B - Grade BR13 XPS 55x55x75mm cornice plugged	m	364	
	Carried to Collection			R
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PARTITIONS, ETC

DRYWALL PARTITIONS

"Gyproc Duraline" system

Partitions consisting of 63.5mm don ultra steel track at 600mm centres as vertical support secured in matching galvanised steel floor and ceiling channels, clad on one or both sides as described, including additional studs as necessary at abutments, ends, etc. Board cladding shall be fixed and jointed in strict accordance with the manufacturer's instructions

- 5 Partitioning with bottom track plugged and top track fixed to suspended ceiling tees including vertical abutment, fair end, corners etc

m

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Building Works
Bill No. 7
Ceilings, Partitions and Access Flooring

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PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
NKOMAZI SPECIAL ECONOMIC ZONE

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PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
NKOMAZI SPECIAL ECONOMIC ZONE

Item No		Quantity	Rate	Amount
	<u>SECTION 2</u>			
	<u>BILL NO. 9</u>			
	<u>METALWORK</u>			
	NOTE : Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No. 136 for CPAP formula purposes			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Descriptions</u>			
	Descriptions of bolts shall be deemed to include nuts and washers			
	Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete			
	Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described			
	<u>ALUMINIUM WINDOWS, DOORS, ETC</u>			
	<u>Organic powder coated swing doors complete with subframes, ironmongery, glass, sealing, etc and fixing to brickwork or concrete</u>			
1	Purpose made door size 1 800 x 2135mm high glazed with 6mm thick tempershield safety glass (D1)	No	5	
	<u>Micron organic coated aluminium windows complete with subframes, ironmongery, glass, sealing, etc and fixing to brickwork or concrete and with 10mm mild steel bars bolted to wall from the inside on openings and fixed sections of window type</u>			
2	Purpose made window size 1 200 x 1200mm high glazed with 4mm thick clear and obscured safety glass (W1)	No	35	
3	Purpose made window overall size 600 x 900mm high glazed with 4mm thick clear safety glass (W2)	No	9	
	Carried to Collection			R
	Section No. 2 Building Works Bill No. 9 Metalwork			

PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
NKOMAZI SPECIAL ECONOMIC ZONE

Item No		Quantity	Rate	Amount
	<u>SECTION 2</u>			
	<u>BILL NO. 10</u>			
	<u>PLASTERING</u>			
	NOTE : Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No. 142 for CPAP formula purposes.			
	<u>SCREEDS</u>			
	<u>Screeds on concrete</u>			
1	45mm tinted industrial screed	m2	878	
	<u>INTERNAL PLASTER</u>			
	<u>Cement plaster on brickwork</u>			
2	On walls	m2	2,028	
3	On narrow widths	m2	253	
	<u>EXTERNAL PLASTER</u>			
	<u>Cement plaster wood floated, on brickwork</u>			
4	On walls	m2	154	
5	On narrow widths	m2	10	
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	Quantity	Rate	Amount
<p><u>SECTION 3</u></p> <p><u>BILL NO. 12</u></p> <p><u>PLUMBING AND DRAINAGE (PROVISIONAL)</u></p> <p>NOTE : Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No. 146 for CPAP formula purposes.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>uPVC pipes and fittings:</u></p> <p>Soil, waste and vent pipes and fittings shall be solvent weld jointed</p> <p><u>uPVC pressure pipes and fittings:</u></p> <p>Pipes for water supply shall be of the class stated</p> <p>Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings</p> <p>Pipes of 50mm diameter and greater shall have sockets and spigots with push in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints</p> <p><u>Copper pipes:</u></p> <p>Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground</p> <p><u>Fixing of pipes</u></p> <p>Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level</p> <p style="text-align: right;">Carried to Collection</p> <p>Section No. 2 Building Works Bill No. 11 Plumbing and Drainage (Provisional)</p>			<p style="text-align: right;">R</p>

Reducing fittings

Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained

Excavations

No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling

"Soft rock" and "hard rock" shall be as defined in "Earthworks"

Laying, backfilling, bedding, etc. of pipes

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

Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 L : Medium-pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB : Earthworks (Pipe trenches) Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200 LB : Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding

Flush pans

Flush pans shall have straight or side outlets and "P" or "S" traps as necessary

Waste unions

Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings

PLUMBING AND DRAINAGE

SANITARY FITTINGS

Sanitary Fittings

Carried to Collection

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Bill No. 11
Plumbing and Drainage (Provisional)

R

PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
NKOMAZI SPECIAL ECONOMIC ZONE

<u>Hand wash basin - One tap hole</u>				
1	Vaal Sanitary Flamingo vitreous china wall mounted basin (colour:WHITE - code 7007) size 560 x 405mm White vitreous china wash hand basin complete with and including two 1/2 elbow action chromium plated pillar taps, one tap hole plug, waste, plug and chain concealed brackets, Provide approved 15mm Chromium plated mixer and 40mm bottle trap	No	9	
<u>Hand wash basin - Vanity</u>				
2	495 x 455mm White vitreous china oval shaped self trimming vanity basin with two semi punched tap holes plug, waste, plug and chain to be fixed in vanity slab 1000 x 600mm Fixed to wall by specialist (elsewhere measured) Provide 3 approved 15mm Chromium plated mixer and 40mm bottle trap	No	6	
<u>Hand wash basin - Two tap holes paraplegic</u>				
3	560 x 405mm White vitreous china wash hand basin complete with and including two 1/2 elbow action chromium plated pillar taps, one tap hole plug, waste, plug and chain concealed brackets,Provide approved 15mm Chromium plated mixer and 40mm bottle trap	No	6	
<u>Wash down pan</u>				
4	WC suite comprising white vitreous china pan with P trap, 9 litre low-level vitreous china cistern complete with valves syphonic fitting, ball valve and matching flush pipe and heavy duty white single flap seat.	No	8	
<u>Wash down pan - Paraplegic</u>				
5	WC suite comprising of white vitreous china paraplegic 90 degrees outlet pan with P trap, 9 litre low level matching vitreous china cistern complete with valveless syphonic fitting, ball valve and matching flush pipe and heavy duty white single flap seat.	No	1	
<u>Wall hung urinal</u>				
6	400 x 300 x 275mm White vitreous china wall urinal with top flush entry complete with and including concealed wall hangers, chromium plated waste outlet and grating, and chromium plated flush pipe with spreader.	No	4	
<u>Stainless steel sinks</u>				
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PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
NKOMAZI SPECIAL ECONOMIC ZONE

<u>Class 1 copper pipes</u>				
23	15mm Pipe laid in or under floors, chased to walls, fixed to roof timbers, etc.	m	65	
24	22mm Pipe laid in or under floors, chased to walls fixed to roof timbers, etc.	m	66	
25	28mm Pipe laid in / under floors or fixed to walls, roof timbers, etc.	No	40	
26	15 mm Pipe fixed in and including chase in walls	m	50	
27	22mm Pipe fixed in and including chase in walls	m	62	
<u>Extra over copper pipes for capillary fittings</u>				
28	15mm Fittings	No	35	
29	22mm Fittings	No	32	
30	28mm Fittings	No	28	
<u>SANITARY PLUMBING</u>				
<u>uPVC pipes</u>				
31	50mm Pipes fixed to walls, etc.	m	82	
32	110mm Pipes fixed to walls, etc	m	70	
<u>Extra over uPVC pipes for fittings</u>				
33	110mm Access bend	No	42	
34	110mm Tee junction	No	20	
35	110 x 50mm Reducing junction.	No	23	
36	110mm Pan connector.	No	9	
37	50mm Bend.	No	35	
38	50mm Access bend.	No	23	
39	110mm Access junction.	No	26	
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PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
NKOMAZI SPECIAL ECONOMIC ZONE

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PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
NKOMAZI SPECIAL ECONOMIC ZONE

Item No		Quantity	Rate	Amount
	<p><u>SECTION 2</u></p> <p><u>BILL NO. 13</u></p> <p><u>GLAZING</u></p> <p>NOTE : Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No. 150 for CPAP formula purposes</p> <p><u>TOPS, SHELVES, DOORS, MIRRORS, ETC</u></p> <p><u>6mm Silvered float glass copper backed mirrors with polished edges holed for and fixed with chromium plated dome capped mirror screws with rubber buffers to plugs in brickwork or concrete</u></p>			
1	Mirror 450 x 600mm high with four screws	No	8	
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	Section No. 2 Building Works Bill No. 12 Glazing			

PROPOSED OFFICES ON PORTION 58 OF THE FARM
 KOMATIPOORT TOWNLANDS NO. 182 JU
 NKOMAZI SPECIAL ECONOMIC ZONE

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 Bill No. 13
 Paintwork

Item No		Quantity	Rate	Amount
	<p><u>SECTION NO. 3</u></p> <p><u>BILL NO. 1</u></p> <p><u>GENERAL SITE WORKS (PROVISIONAL)</u></p> <p><u>STANDARD PREAMBLES</u></p> <p>The contractor is referred to the Model Preambles for Trades (2008 edition) as issued the Association of South African Quantity Surveyors before pricing this bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Nature of ground</u></p> <p>The nature of the ground is assumed to be loose sandy material, therefore "earth", but possibly interspersed with "hard rock" or "soft rock"</p> <p><u>Carting away of excavated material</u></p> <p>Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site</p> <p><u>Prices</u></p> <p>Prices for all filling and carting away of surplus material must make allowance for bulking.</p> <hr/> <p><u>EARTHWORKS</u></p> <p><u>BULK EXCAVATION, FILLING, ETC</u></p> <p><u>Open face excavation in earth</u></p>			
1	Open face excavation in earth to reduce levels	m3	527	
	Carried to Collection			R
	<p>Section No. 3 External Works Bill No. 1 Earthworks (Provisional)</p>			

PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
NKOMAZI SPECIAL ECONOMIC ZONE

<u>Extra over bulk excavation in earth for excavation in</u>				
2	Soft rock	m3	53	
3	Hard rock	m3	26	
<u>Extra over all excavations for carting away</u>				
4	Extra over all excavations for carting away surplus material from excavations and/or from stockpiles on site to a dumping site to be located by the Contractor	m3	606	
<u>Keeping excavations free of water</u>				
5	Allow for keeping excavations free of all water other than subterranean water		Item	
<u>Filling, etc.</u>				
<u>Earth filling of G7 material supplied by the Contractor, laid in 150mm layers and compacted to 95% Mod AASHTO density</u>				
6	G7 Imported earth filling material supplied by the Contractor and brought onto site to make up levels compacted to 95% modified AASHTO density	m3	527	
<u>Prescribed density tests on filling</u>				
7	Tests to determine the degree of compaction, etc. of ground or filling	No	10	
Carried to Collection				
Section No. 3 External Works Bill No. 1 Earthworks (Provisional)				R

Reducing fittings

Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained

Excavations

No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling

Laying, backfilling, bedding, etc. of pipes

Pipes shall be laid and bedded and trenches shall be carefully backfilled in layers with specified granular and selected materials and in accordance with manufacturers' instructions

Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following:

SABS 1200 L : Medium-pressure pipelines

LD : Sewers

LE : Stormwater drainage

Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200

DB : Earthworks (Pipe trenches)

Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200

LB : Bedding (Pipes)

Unless otherwise described bedding of rigid pipes shall be class B bedding

WATER RETICULATION

Class 12 uPVC pressure pipes

1	50mm pipes laid in and including trenches not exceeding 2m deep to connect pipework to new areas including excavations, backfilling, fittings, etc	m	801
2	75mm pipes laid in and including trenches not exceeding 2m deep to connect pipework to new areas including excavations, backfilling, fittings, etc	m	164

Carried to Collection

Section No. 3
External Works
Bill No. 2
Water Reticulation, etc

R

PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
NKOMAZI SPECIAL ECONOMIC ZONE

3 110mm pipes laid in and including trenches not exceeding 2m deep to connect pipework to new areas including excavations, backfilling, fittings, etc

m

102

WATER STORAGE AND BOREHOLE

Allowance

4 Allow an amount of R450,000.00 for the provision of a borehole and water storage as per Engineer's design

Item

Carried to Collection

R

Section No. 3
External Works
Bill No. 2
Water Reticulation, etc

PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
NKOMAZI SPECIAL ECONOMIC ZONE

Section No. 3 Bill No. 2 Water Reticulation, etc			
COLLECTION			
Total Brought Forward from Page No.	Page No 61		Amount
	62		-----
	63		-----

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Section No. 3 External Works Bill No. 2 Water Reticulation, etc			

Exposed concrete surfaces

Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gully tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster

Excavations

No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling

Laying, backfilling, bedding, etc. of pipes

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

Where no manufacturers' instructions exist, pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following:

SABS 1200 L : Medium-pressure pipelines

LD : Sewers

LE : Stormwater drainage

Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200

DB : Earthworks (Pipe trenches)

Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200

LB : Bedding (Pipes).

Unless otherwise described bedding of rigid pipes shall be class B bedding

SEWER RETICULATION (PROVISIONAL)

Allowance

1 Allow an amount of R450,000.00 for Sewer reticulation

Item

Carried to Collection

R

Section No. 3
External Works
Bill No. 3
Sewer Reticulation, etc

PROPOSED OFFICES ON PORTION 58 OF THE FARM
 KOMATIPOORT TOWNLANDS NO. 182 JU
 NKOMAZI SPECIAL ECONOMIC ZONE

Section No. 3 Bill No. 3 Sewer Reticulation, etc			
<u>COLLECTION</u>			
Total Brought Forward from Page No.	Page No 65		Amount
	66		-----

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Section No. 3 External Works Bill No. 3 Sewer Reticulation, etc			-----

Item No	Quantity	Rate	Amount
<p><u>BILL NO. 4</u></p> <p><u>STORMWATER RETICULATION (PROVISIONAL)</u></p>			
<p>Refer to 'The Preambles to Trades' as issued by the Office of the Chief Director, Department of Public Works, Roads and Transport</p>			
<p>NOTE:</p> <p>EPWP: All the work in this trade shall be executed in accordance with the principles of Expanded Public Works Programme, that is, labour intensive methods shall be used (www.epwp.gov.za)</p>			
<p><u>SUPPLEMENTARY PREAMBLES</u></p>			
<p><u>uPVC pipes and fittings:</u></p>			
<p>Soil, waste and vent pipes and fittings shall be solvent weld jointed</p>			
<p><u>Fixing of pipes</u></p>			
<p>Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level</p>			
<p><u>Reducing fittings</u></p>			
<p>Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained</p>			
<p>Carried to Collection</p>			
<p>Section No. 3 External Works Bill No. 4 Stormwater Reticulation, etc</p>			
			R

Exposed concrete surfaces

Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gully tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster

Excavations

No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling

Laying, backfilling, bedding, etc. of pipes

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

Where no manufacturers' instructions exist, pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following:
SABS 1200 L : Medium-pressure pipelines
LD : Sewers
LE : Stormwater drainage

Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200
DB : Earthworks (Pipe trenches)

Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200
LB : Bedding (Pipes).

Unless otherwise described bedding of rigid pipes shall be class B bedding

STORM WATER RETICULATION (PROVISIONAL)

Allowance

1 Allow an amount of R300,000.00 for stormwater reticulation

Item

Carried to Collection

R

Section No. 3
External Works
Bill No. 4
Stormwater Reticulation, etc

PROPOSED OFFICES ON PORTION 58 OF THE FARM
 KOMATIPOORT TOWNLANDS NO. 182 JU
 NKOMAZI SPECIAL ECONOMIC ZONE

Section No. 3 Bill No. 4 Stormwater Reticulation, etc			
COLLECTION			
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Section No. 3 External Works			
Bill No. 4 Stormwater Reticulation, etc			

PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
NKOMAZI SPECIAL ECONOMIC ZONE

<u>Excavation in earth not exceeding 2m deep</u>				
1	Reduced levels under roads and paving	m3	402	
<u>Extra over all excavations for carting away</u>				
2	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the Contractor	m3	402	
<u>Keeping excavations free of water</u>				
3	Keeping excavations free of water other than subterranean water		Item	
<u>Compaction of surfaces</u>				
4	Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m2	517	
<u>Approved filling material supplied by the contractor</u>				
5	Filling of G5 material under parking areas, roads walkways, etc in accordance with SABS 1200 DM, compacted to 95% Mod AASHTO density	m3	402	
<u>Soil insecticide</u>				
6	Under surfaces of walkways, parking etc	m2	517	
<u>Prescribed density tests on filling</u>				
7	Modified AASHTO density test	No	12	
<u>Precast concrete, finished smooth on exposed surfaces including bedding, jointing and pointing</u>				
8	Barrier kerb (SABS 927 fig 12) with 1000 x 75 x 150mm unreinforced concrete haunching at back of each joint including excavation, backfilling, etc	m	138	
<u>80mm concrete interlocking paving blocks on 25mm thick river sand bed with sand and cement mixture swept into joints and hosed down including preparation of ground or filling</u>				
9	Paving in walkways	m2	402	
Carried to Collection				
Section No. 3				
External Works				
Bill No. 5				
Paving, Walkways, Roadworks etc				
				R

PROPOSED OFFICES ON PORTION 58 OF THE FARM
 KOMATIPOORT TOWNLANDS NO. 182 JU
 NKOMAZI SPECIAL ECONOMIC ZONE

Section No. 3

Bill No. 5

Paving, Walkways, Roadworks etc

COLLECTION

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Amount

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R

Section No. 3

External Works

Bill No. 5

Paving, Walkways, Roadworks etc

PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
NKOMAZI SPECIAL ECONOMIC ZONE

Item
No

	Quantity	Rate	Amount
<u>BILL NO. 6</u>			
<u>FENCING (PROVISIONAL)</u>			
Refer to 'The Preambles to Trades' as issued by the Office of the Chief Director, Department of Public Works, Roads and Transport			
NOTE:			
EPWP: All the work in this trade shall be executed in accordance with the principles of Expanded Public Works Programme , that is, labour intensive methods shall be used (www.epwp.gov.za)			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>Work on site</u>			
The boundary line shall be cleared of all vegetation, trees, rocks, rubble and rubbish for a width of 500mm on each side and the same removed from site.			
The one meter wide boundary line shall be graded to an even line so that the fencing mesh later described, shall have a 50mm gap at the bottom and a height of 1800mm above ground level.			
Allowance shall therefore be made as required to excavate areas that are to high and to fill depressions with approved clean filling, carted on where necessary and well compacted prior to erection of posts.			
<u>SECURITY FENCING</u>			
Carried to Collection			
Section No. 3			
External Works			
Bill No. 6			
Fencing			
			R

PROPOSED OFFICES ON PORTION 58 OF THE FARM
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 NKOMAZI SPECIAL ECONOMIC ZONE

<u>Open View Security Fencing</u>				
1	2.40m high 'Class A' perimeter fence made of 75 x 75mm high tensile posts at 1500mm centres with locking mechanism for securing mesh panels against the posts, mesh panels consisting of 4mm diameter wire strands both horizontal and vertical and panels not exceeding 3.50m wide, panel aperture size (centre to centre) shall be 76.2mm horizontal and 12.7mm vertical. Panels shall be reinforced with 4 x 50mm deep "V" formation horizontal recessed bands and have 1 x 90 degree flang along the top and 1 x 30 degree flange along the bottom edge. Mesh panels shall be fusion-bonded powder coated in polymetic 6000 (Jet Black). 100mm high toughened spear spikes to be fixed on top of the mesh along the length of fence. Anti-dig mesh panel shall be installed to a minimum depth of 400mm below the natural ground level. Foundations for the posts shall be 400 x 400 x 600mm deep and cast with 15MPa/19mm concrete and secured with moisture proof end caps and 200 x 200 x 2mm baseplates. Refer to the attached "school infrastructure safety and security guidelines"	m	368	
2	Open view double swing gate, size 3.305 x 2 400mm high	No	1	
3	Open view sliding gate, size 6 000 x 2 400mm high	No	1	
Carried to Collection				R

Section No. 3
 External Works
 Bill No. 6
 Fencing

PROPOSED OFFICES ON PORTION 58 OF THE FARM
 KOMATIPOORT TOWNLANDS NO. 182 JU
 NKOMAZI SPECIAL ECONOMIC ZONE

Section No. 3

Bill No. 6

Fencing

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Section No. 3
 External Works
 Bill No. 6
 Fencing

R

PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
NKOMAZI SPECIAL ECONOMIC ZONE

Item No		Quantity	Rate	Amount
	<p><u>BILL NO. 7</u></p> <p><u>LANDSCAPING</u></p> <p>Refer to 'The Preambles to Trades' as issued by the Office of the Chief Director, Department of Public Works, Roads and Transport</p> <p>NOTE:</p> <p>EPWP: All the work in this trade shall be executed in accordance with the principles of Expanded Public Works Programme, that is, labour intensive methods shall be used (www.epwp.gov.za)</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Nature of ground</u></p> <p>A soils investigation has been carried out on site by the Engineers and the report is available for inspection at their offices</p> <p>Descriptions of excavations shall be deemed to include all ground conditions classifiable as "earth" described in the above report and where conditions of a more difficult character are indicated these are separately measured</p> <p><u>Carting away of excavated material</u></p> <p>Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site</p> <p><u>LANDSCAPING</u></p>			
1	Provide the amount of R100 000.00 (One hundred thousand Rand) for landscaping	Item		100,000.00
	Carried Forward to Summary of Section No. 3		R	
	Section No. 3 External Works Bill No. 7 Landscaping			

PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
NKOMAZI SPECIAL ECONOMIC ZONE

Bill No	<u>SECTION SUMMARY - External Works</u>	Page No	Amount
1	Earthworks (Provisional)	60	
2	Water Reticulation, etc	64	
3	Sewer Reticulation, etc	67	
4	Stormwater Reticulation, etc	70	
5	Paving, Walkways, Roadworks etc	73	
6	Fencing	76	
7	Landscaping	77	
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PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
NKOMAZI SPECIAL ECONOMIC ZONE

Item
No

Quantity

Rate

Amount

Carried to Final Summary

R

Section No. 4
Provisional Sums
Bill No. 1
Empty Bill - System Generated

Bill No	SECTION SUMMARY - Provisional Sums	Page No	Amount
1	<p>SECTION NO 4</p> <p>Empty Bill - System Generated</p> <p>BILL NO. 1</p> <p>PROVISIONAL SUMS</p> <p>NOTES:</p> <p>1. The Contractor's attention is drawn specifically to the Principal Building Agreement Clause 20.0 (Nominated Sub-Contractors), Clause 21.0 (Selected Sub-Contractors) and Clause 22 (Work by Others) and to the related Clauses in Section 1, Bill No. 1 - Preliminaries</p> <p>2. The Contractor's attention is drawn also to the definition of attendance on Nominated or Selected Sub-Contractors and of fuel, power and water for commissioning of mechanical and other specialised installations given in the JBCC Preliminaries</p> <p>3. Where special attendance includes the provision of hoisting facilities for a Sub-Contractor then the Contractor shall:-</p> <ul style="list-style-type: none"> * Ensure that the capacities of his hoisting equipment are sufficient to deal with the masses and the quantities of the items to be hoisted, * Schedule the times of availability of the hoisting equipment for each Sub-Contractor, * Provide all necessary personnel to operate the hoisting equipment, <p>all to enable the Sub-Contractor to execute the hoisting or lowering of his material, etc. using the facilities provided by the Contractor</p> <p>4. Under no circumstances may any Provisional Amount, etc. be extended at an amount lower than the amount given in this Bill</p> <p>PROVISIONAL SUMS FOR NOMINATED / SELECTED SUB-CONTRACTS</p>	79	
	Carried Forward		R
	Section No. 4 Provisional Sums		

PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
NKOMAZI SPECIAL ECONOMIC ZONE

Bill
No

SECTION SUMMARY - Provisional Sums

	Page No	Amount
Brought Forward		R
<u>COMMUNITY LIASON OFFICE (CLO)</u>		
Provide the amount of R 60 000.00 (Sixty Thousand Rand) for Community Liaison Officer to be appointed	Item	60,000.00
Profit	Item	
Allow for general attendance	Item	
<u>PROJECT STEERING COMMITTEE (PSC)</u>		
Provide the amount of R 30 000.00 (Sixty Thousand Rand) for stipend to the Project Steering Committe members to be appointed	Item	30,000.00
Profit	Item	
Allow for general attendance	Item	
<u>ELECTRICAL INSTALLATION</u>		
Allow R1 050 000.00 (One million and Fifty Thousand rand) For Electrical Installation	Item	1,050,000.00
Profit	Item	
Allow for general attendance	Item	
<u>MECHANICAL INSTALLATION</u>		
Allow the sum of R550 000 for mechanical installation.	Item	550,000.00
Profit	Item	
Allow for general attendance	Item	
Carried to Final Summary		R
Section No. 4 Provisional Sums		

PROPOSED OFFICES ON PORTION 58 OF THE FARM
KOMATIPOORT TOWNLANDS NO. 182 JU
NKOMAZI SPECIAL ECONOMIC ZONE

Section No	<u>FINAL SUMMARY</u>	Page No	Amount
1	Preliminaries	18	
2	Building Works	57	
3	External Works	78	
4	Provisional Sums	81	
	Sub-Total 1		R
	<u>Contingencies</u>		
	Provide 5% for contingencies to be used at the discretion of the Principal Agent with the approval of NSEZ and to be deducted in part or in whole if not required.		
	Sub Total		R
	Add value added tax @ 15%		R
			R
	Carried to Form of Tender		R

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of Institution	State

2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

SBD4

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

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

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

SBD4

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No-89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
.....
Signature

.....
Date

.....
.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	
Enterprise owned by Black people	4
Enterprise owned by Women	4
Enterprise owned by Youth	4
Enterprise owned by Disabled	4
Enterprise owned by SMME's-QSE and EME Nkomazi Local Municipality	4
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise owned by Black people	N/A	4	N/A	
Enterprise owned by Women	N/A	4	N/A	
Enterprise owned by Youth	N/A	4	N/A	
Enterprise owned by Disabled	N/A	4	N/A	
Enterprise owned by SMME's-QSE and EME Nkomazi Local Municipality	N/A	4	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:
.....

4.5. TYPE OF COMPANY/ FIRM

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

State Owned Company
[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)