



## **public works & infrastructure**

Department of  
Public Works & Infrastructure  
FREE STATE PROVINCE

**HEAD OF DEPARTMENT  
MR. MOTSAMAI. E. MOHLAHLO  
PUBLIC WORKS & INFRASTRUCTURE**

**TENDER NO: DPWFS (T) 012/2021**

### **TENDER DOCUMENTATION**

**APPOINTMENT OF A SUITABLY QUALIFIED CONTRACTOR,  
JOINT VENTURE OR CONSORTIUM (3GB) FOR MAJOR  
RENOVATION OF FEZILE DABI STADIUM IN PARYS ON BEHALF  
OF THE DEPARTMENT OF PUBLIC WORKS AND  
INFRASTRUCTURE**

**NOVEMBER 2021**

| THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE                                                                                                                                                                       |                                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Physical address:</b><br>155 OR Tambo House<br>Cnr St Andrews Street and Markgraaff Street<br>Bloemfontein<br>9301                                                                                                 | <b>Post box number:</b><br>P.O. Box 690<br>Bloemfontein<br>9301                                                                                                                                                                     |
| <b>DIRECTORATE: SUPPLY CHAIN MANAGEMENT</b><br><br>Contact Person:<br>Name: Mr. Molebatsi Phasumane<br><br>Telephone: 066 307 2629<br>Email: <a href="mailto:phasumanem@fsworks.gov.za">phasumanem@fsworks.gov.za</a> | <b>DIRECTORATE: WORKS CONSTRUCTION AND MAINTENANCE</b><br><br>Contact Person:<br>Name: Mr. Pakiso Molaoa<br><br>Telephone: 056 492 0041 / 057 492 0019<br>Email: <a href="mailto:molaoap@fsworks.gov.za">molaoap@fsworks.gov.za</a> |
| <b>TENDERER:</b><br>.....<br>.....<br>.....<br>.....                                                                                                                                                                  |                                                                                                                                                                                                                                     |
| <b>PRICES INCLUSIVE OF VALUE ADDED TAX:</b><br>Main Contractor – 100% or less of contract value for completion by the main contractor:<br>R.....<br>.....<br>.....<br>.....<br>.....                                  |                                                                                                                                                                                                                                     |
| <b>TOTAL PRICE IN WORDS:</b><br>.....<br>.....<br>.....<br>.....                                                                                                                                                      |                                                                                                                                                                                                                                     |
| <b>CRS NUMBER:</b> .....                                                                                                                                                                                              |                                                                                                                                                                                                                                     |

TENDER NO:

DPWFS (T) 012/2021

DESCRIPTION:

MAJOR RENOVATION OF FEZILE DABI  
STADIUM AT PARYS – 3GB WORKS



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## T1.1 - Tender Notice and Invitation to Tender:

The Department of Public Works and Infrastructure, invites suitably qualified general building contractors with minimum **grading 3GB** to submit tenders for the **MAJOR RENOVATION OF FEZILE DABI STADIUM AT PARYS** *Note: (3GB) who satisfy criteria stated in the Tender Data may submit Tender offers)*

|                                                                                               |                                                                                                                                                                |                                           |                                                                                                                     |
|-----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| TENDER No:                                                                                    | DPWFS (T) 012/2021                                                                                                                                             |                                           |                                                                                                                     |
| Advertising date:                                                                             | 19 November 2021                                                                                                                                               | Closing date:                             | 03 December 2021                                                                                                    |
| Bid Validity period                                                                           | 90 DAYS                                                                                                                                                        |                                           |                                                                                                                     |
| <b>Compulsory Clarification</b><br><b>Date:</b><br><b>Time:</b>                               | 26 November 2021<br>10:00am                                                                                                                                    | Compulsory Clarification<br><b>VENUE:</b> | Fezile Dabi Stadium in<br>Tumahole, Parys<br>Latitude: <b>-26.919174 North</b><br>Longitude: <b>27.4775148 East</b> |
| Tenders are to be delivered to the following address on the stipulated closing date and time: | Department of Public Works and Infrastructure:<br>Ground Floor (Main Entrance Foyer) at OR Tambo House (Old Lebohang Building); St Andrew Street; Bloemfontein |                                           |                                                                                                                     |

### COLLECTION OF TENDER DOCUMENTS

Documents may be collected during working hours after 08:00 until 16:00 from Monday, 19 November 2021.

**The physical address for collection of tender documents is:**

#### **FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**

Cnr St Andrews Street and Markgraaff Street  
OR Tambo House  
Room 101B, 1<sup>st</sup> Floor  
Bloemfontein  
9301

**BIDS ARE TO BE COMPLETED IN ACCORDANCE WITH THE CONDITIONS AND BID RULES CONTAINED IN THE BID DOCUMENTS. BID DOCUMENTS MUST BE PROPERLY INDEXED AND NEATLY BOUNDED.**

### REASONS FOR DISQUALIFICATION

1. The department reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder:
  - a. bidders who's tax matters are not compliant with SARS requirements as reflected on eFiling and/or CSD at the time of award (however such bidders will be advised in writing to approach the SARS in order ensure that tax matters are compliant within a period of seven working days;
  - b. bidders who submitted incomplete information and documentation according to the requirements of this bid document, e.g. not submitting both a fully completed document with all returnable documents as stated on this tender document;
  - c. bidders who submitted information that is fraudulent, factually untrue or inaccurate information;
  - d. bidders who received information not available to other bidders through fraudulent means.

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- 
- e. Bidders whose CIDB grading status has been suspended and/or cancelled.
- 

## **EVALUATION CRITERIA FOR BID RECEIVED**

### **1. STAGE ONE: MANDATORY REQUIREMENTS**

#### **1.1. Mandatory Requirements**

1.1.1 Bidders must provide the unique security pin issued by the South African Revenue Services before the closing of this bid.

1.1.2 Bidders must be registered and active on the Central Supplier Database before the date of closing of this bid. A valid CSD master registration number must be provided to that effect.

- a. However, joint ventures, partnerships, including unincorporated partnerships must register on the CSD within 15 days of the date of bid advert closing.

1.1.3 Potential Bidders must be a contractor that is registered at CIDB Grading Level of 3GB or higher as part of their team. (A valid CRS number in the name of the bidding entity must be provided).

- a. Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

- i) CIDB grading 3GB or higher who satisfy criteria stated in the Tender Data may submit Tender offers
- ii) Joint ventures are eligible to submit tenders provided that and that their CIDB status is active upon the closing date of tender:
  - every member of the joint venture is registered with the CIDB;
  - the lead partner has a minimum contractor grading designation of 3GB class of construction work; and
  - The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3GB class of construction work

**Tenderers that satisfy the criteria stated in the tender data and the tenderer or any of his principals is not under any restriction to do business with the employer.**

1.1.4 Pre-qualification criteria in line with the PPR of 2017:

- a. Only bidders who have B-BBEE level one (1) of contribution certificate will be considered, i.e. B-BBEE Certificate Level (2) to (8) contribution will not be considered. (Where trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender. An original or certified copy of the original must be attached.
- b. Bidders must complete and sign declaration for sub – contracting to indicate the percentage of the project value they are committing for sub – contracting purposes. Failure to complete and sign this declaration will result in automatic disqualification.

1.1.5 A valid letter of good standing issued by the Department of Labour.

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- a. Each bidder must provide proof of compliance with Compensation for Occupational Injuries and Diseases Act (COIDA).

- 1.1.6 Attach a valid municipal services (water, sanitation, rates and electricity) clearance certificate or a current bill of account not owing more than ninety(90) days or a valid lease agreement with a current statement from the lessor not owing more than ninety (90) days.
- 1.1.7 Duly Signed and Completed SBD 6.2 - Requirements for local production and content for steel products and components for construction.
- 1.1.8 Duly Signed and Completed SBD documents (SBD 1, SBD 4, SBD 6.2, SBD 8, SBD 9).
- 1.1.9 Duly signed and completed – Annual Financial Declaration.
- 1.1.10 Attendance of the mandatory clarification meeting the details of which are listed in the tender notice and invitation.
- 1.1.11 All documents must be completed in writing with a black ink.

**1.2 Non – Mandatory requirements required for evaluation purposes:**

- 1.2.1 This contract may be awarded to a tenderer that did not score the highest points in accordance with PPPFA act is such a bidder is based in Free State Province where the project is taking place.
- 1.2.2 A valid Tax Compliance Status which will be verified by a unique security Personal Identification number (PIN) issued by the South African Revenue Services and/or CSD report showing a compliant tax status (where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must have a compliant tax status) which will be confirmed at the time of award.
- 1.2.3 Completed and signed schedule of equipment offered. (Refer to the relevant section in the specification).
- 1.2.4 Duly completed and signed SBD 6.1 – Preference points claim form in terms of the Preferential Procurement Regulations 2017.
- 1.2.5 Attach appointment letters and completion certificates of projects where similar natures of works were carried by the contractor. Only projects above R1 million will considered as reference. The tenderer must complete the schedule of contractor's experience.
- 1.2.6 An appointed contract must ensure that they register all labourers who will be appointed to implement this project with Unemployment Insurance Fund as and when they assume such employment.
- 1.2.7 Attach curriculum vitae of relevant staff in the format of the Resource Information Sheet provided.
- 1.2.8 Duly completed and signed – Record of Addenda to tender documents.
- 1.2.9 Duly completed and signed – Propose amendments and qualifications.
- 1.2.10 Duly completed and signed – Compulsory declaration.
- 1.2.11 All bid documents must be completed in black ink and must be completed in full. Any bidder who fails to adhere this requirement may be disqualified, if such an omissions are considered to be material and have no valid reason.
- 1.2.12 Attach curriculum vitae of relevant staff in the format of the Resource Information Sheet provided.

**2. STAGE TWO: EVALUATION ON FUNCTIONALITY CRITERIA**

- 2.1 The evaluation on functionality criteria will be evaluated based on the following information:
- 2.1.1. Attach verifiable experience of key staff who have previously worked on similar projects.
  - 2.1.2. Attach relevant experience and skill of the main contractor or sub-contractor in working on similar construction projects.
  - 2.1.3. Attach proof of locality of the main contractor. (Fully functional operational office of the bidder).
  - 2.1.4. Each bidder must obtain a minimum of 86 points out of 115 points for functionality in order to qualify for evaluation on price and preference using the 80 /20 preference points systems.
  - 2.1.5. Functionality (Separate from price) \_\_\_\_\_ 115 points:

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| CRITERION                                                                 | GUIDELINE FOR CRITERION                                                                                                                                                                                                                                                                                                                                                                          | MAXIMUM SCORE |
|---------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| CAPACITY OF THE CONTRACTOR TO EXECUTE SIMILAR INFRASTRUCTURE PROJECTS     | Capacity of the Contractor to execute the works. In order to qualify here, the Contractor will have to demonstrate their capacity/ ability to execute the works needed:                                                                                                                                                                                                                          | 25            |
|                                                                           | This will be linked to the value above R1 million:                                                                                                                                                                                                                                                                                                                                               |               |
|                                                                           | 5 Projects                                                                                                                                                                                                                                                                                                                                                                                       |               |
|                                                                           | 4 Projects                                                                                                                                                                                                                                                                                                                                                                                       |               |
|                                                                           | 3 Projects                                                                                                                                                                                                                                                                                                                                                                                       |               |
|                                                                           | 2 Projects                                                                                                                                                                                                                                                                                                                                                                                       |               |
|                                                                           | 1 Projects                                                                                                                                                                                                                                                                                                                                                                                       |               |
|                                                                           | Supporting documents required to support the claims above. (Corresponding orders/appointment letters, completion certificates and reference letters for projects above R1 million must be submitted as proof to support claims made above). Bidders must submit all the requested documents as proof in order to be awarded the points.                                                          |               |
|                                                                           | Notes: <ul style="list-style-type: none"> <li>Both appointment letters and reference letters must be on the letter head of the employer, dated and signed.</li> <li>Failure to complete and sign schedule of the tenderer's experience will result in the bidder forfeiting this points.</li> <li>Only projects which were implemented in the last five (5) years will be considered.</li> </ul> |               |
| EXPERIENCE OF KEY STAFF – CIVIL ENGINEERING TECHNOLOGIST / CIVIL ENGINEER | Relevant Post registration experience of Structural Technologist / Structural Engineer registered with ECSA as a Professional for which a detailed CV with traceable and contactable reference for similar building projects worked/completed:                                                                                                                                                   | 15            |
|                                                                           | Notes: <ul style="list-style-type: none"> <li>Failure to complete this form (resource information sheet) and provide certified and valid supporting documents will result in the bidder forfeiting these points.</li> </ul>                                                                                                                                                                      |               |
|                                                                           | Scoring of experience:                                                                                                                                                                                                                                                                                                                                                                           |               |
|                                                                           | 13 to 15 years or higher                                                                                                                                                                                                                                                                                                                                                                         |               |
|                                                                           | 10 to 12 years                                                                                                                                                                                                                                                                                                                                                                                   |               |
|                                                                           | 7 to 9 years                                                                                                                                                                                                                                                                                                                                                                                     |               |
|                                                                           | 4 to 6 years                                                                                                                                                                                                                                                                                                                                                                                     |               |
|                                                                           | Up to 3 years                                                                                                                                                                                                                                                                                                                                                                                    |               |
| EXPERIENCE OF KEY STAFF – CONSTRUCTION SUPERVISOR                         | Relevant Post registration experience of Construction Supervisor with NQF level 5 qualification for which a detailed CV with traceable and contactable reference for similar building projects worked/completed                                                                                                                                                                                  | 20            |
|                                                                           | Notes:                                                                                                                                                                                                                                                                                                                                                                                           |               |

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|                                                                                                 |                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                   |            |
|-------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
|                                                                                                 | <ul style="list-style-type: none"><li>Failure to complete this form (resource information sheet) and provide certified and valid supporting documents will result in the bidder forfeiting these points.</li></ul> |                                                                                                                                                                                                                                                                                                                                   |            |
|                                                                                                 | Scoring of experience:                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                   |            |
|                                                                                                 | 13 to 15 years or higher                                                                                                                                                                                           | 20 points                                                                                                                                                                                                                                                                                                                         |            |
|                                                                                                 | 10 to 12 years                                                                                                                                                                                                     | 16 points                                                                                                                                                                                                                                                                                                                         |            |
|                                                                                                 | 7 to 9 years                                                                                                                                                                                                       | 12 points                                                                                                                                                                                                                                                                                                                         |            |
|                                                                                                 | 4 to 6 years                                                                                                                                                                                                       | 8 Points                                                                                                                                                                                                                                                                                                                          |            |
|                                                                                                 | Up to 3 years                                                                                                                                                                                                      | 4 Points                                                                                                                                                                                                                                                                                                                          |            |
| <b>METHODOLOGY AND APPROACH: IT MUST CLEARLY ADDRESS THE MANAGEMENT OF THE LISTED RESOURCES</b> | <b>Scope Management with clear Time Frames:</b><br><br>➤ A detailed scope and project management plan with clear timeframes.<br>➤ Construction schedule.                                                           | 20 Points                                                                                                                                                                                                                                                                                                                         | 45         |
|                                                                                                 | <b>Equipment:</b><br><br>➤ Compliance with Health and Safety Act<br>➤ List of major equipment to be use and they will be sourced.<br>➤ Schedule of engagement which is aligned to the main programme.              | 15 Points                                                                                                                                                                                                                                                                                                                         |            |
|                                                                                                 | <b>Health and Safety Management:</b><br><br>➤ Compliance with the Act.<br>➤ OHS Policy.<br>➤ How will the legal appointment be made?                                                                               | 10 Points                                                                                                                                                                                                                                                                                                                         |            |
|                                                                                                 | <b>GEOGRAPHICAL AREA OF MAIN CONTRACTOR</b>                                                                                                                                                                        | Free State Based Contractors. The Department will only use the address which is registered and appears on CIPC registration documents and this address must also correspond to the address on the municipal certificates and / or lease agreement:<br><br>➤ Free State based – 10 Points<br><br>➤ Not Free State based – 0 Points | 10         |
| <b>TOTAL</b>                                                                                    |                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                   | <b>115</b> |

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The scoring criteria will be as follows

| Rating           | Score out of 5 | Score out of 10 | Approach and methodology                                                                                                                                                                                                                                                                                           |
|------------------|----------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Poor</b>      | 1              | 2               | The approach and / or methodology is poor / is very unlikely to satisfy project objectives or requirements. The tenderer has completely misunderstood all aspects of the scope of work and does not deal with any critical aspects of the project.                                                                 |
| <b>Average</b>   | 2              | 4               | The approach and / or methodology is not good / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.                                                                         |
| <b>Good</b>      | 3              | 6               | The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc, is too generic.                                          |
| <b>Very Good</b> | 4              | 8               | The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc, is specifically tailored to the critical characteristics of the project. |
| <b>Excellent</b> | 5              | 10              | Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.                  |

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

Signed at:

Date:

Signed by:

Position:

Tenderer's Name:



### 3. STAGE 3 – EVALUATION ON PRICE AND PREFERENCE

- a. Pricing on the project in order to achieve the objectives of the Preferential Procurement Regulations.
- b. The Department is committed to achieving the government's objectives of the transformation of the economy economic transformation as set out in the Preferential Procurement Policy Framework Act, the B-BBEE act and the Preferential Procurement Regulations of 2017.
- c. The 80/20 preference point system applicable to price quotations and tenders with a rand value between R30 000 and R50 million (all applicable taxes included), will be used for evaluation this bid. .
- d. The scoring of points for price and preference system in terms of the 80/20 preference point system where the lowest price score 80 points for price.
- e. Calculating of points for B-BBEE status level of contribution points will be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the below process.

**Table 1:**

|                                      |     |
|--------------------------------------|-----|
| Price                                | 80  |
| Level of contribution towards B-BBEE | 20  |
| Total                                | 100 |

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

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

- g. Allocation of points in terms of the 80/20 preference point system.

Where

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

$P_t$  = Price of bid under consideration

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

Points awarded for B-BBEE status level of contributor

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

**Table 2:**

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

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|                           |   |   |
|---------------------------|---|---|
| Non-compliant contributor | 0 | 0 |
|---------------------------|---|---|

i. Claiming of preference points for B-BBEE level:

- i) Bidders will be required to complete the preference claim form (SBD 6.1) and submit their sworn affidavit (only for EME and QSE), valid original or certified copy of B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level points.
- ii) The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- iii) Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a sworn affidavit (only for EME and QSE) or B-BBEE status level certificate issued by a SANAS accredited verification agency will be considered for preference points.
- iv) Tenderers who qualify as EMEs may submit a sworn affidavit signed by the EME representative and attested by a Commissioner of oaths for purposes of claiming preference points.
- v) Failure on the part of the bidder to comply with the requirements above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).
- vi) The department may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.
- vii) The total points scored will be rounded off to the nearest 2 decimals.
- viii) In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.
- ix) Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- x) A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points in line with the PPPFA regulations, regulation 11 on Objective Criteri

**PART A**  
**INVITATION TO BID**

|                                                                                                                                                                                                                     |                                                                                        |               |                                                                             |                                                                    |                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|---------------|-----------------------------------------------------------------------------|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>                                                                                                                    |                                                                                        |               |                                                                             |                                                                    |                                                                                                           |
| BID NUMBER:                                                                                                                                                                                                         | DPWFS (T) 012/2021                                                                     | CLOSING DATE: | 03 December 2021                                                            | CLOSING TIME:                                                      | 11h00                                                                                                     |
| DESCRIPTION                                                                                                                                                                                                         | MAJOR RENOVATION OF FEZILE DABI STADIUM AT PARYS                                       |               |                                                                             |                                                                    |                                                                                                           |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>                                                                                                                          |                                                                                        |               |                                                                             |                                                                    |                                                                                                           |
| Main Entrance Foyer of OR Tambo House, Cnr St Andrews Street and Markgraaff Street, Bloemfontein, 9301, Free State Province                                                                                         |                                                                                        |               |                                                                             |                                                                    |                                                                                                           |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>                                                                                                                                                               |                                                                                        |               | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                              |                                                                    |                                                                                                           |
| CONTACT PERSON                                                                                                                                                                                                      | Mr. Molebatsi Phasumane                                                                |               | CONTACT PERSON                                                              | Mr. Pakiso Molaoa                                                  |                                                                                                           |
| TELEPHONE NUMBER                                                                                                                                                                                                    | 066 307 2629                                                                           |               | TELEPHONE NUMBER                                                            | 056 492 0041 / 057 492 0019                                        |                                                                                                           |
| FACSIMILE NUMBER                                                                                                                                                                                                    | n/a                                                                                    |               | FACSIMILE NUMBER                                                            | n/a                                                                |                                                                                                           |
| E-MAIL ADDRESS                                                                                                                                                                                                      | <a href="mailto:phasumanem@fsworks.gov.za">phasumanem@fsworks.gov.za</a>               |               | E-MAIL ADDRESS                                                              | <a href="mailto:molaoap@fsworks.gov.za">molaoap@fsworks.gov.za</a> |                                                                                                           |
| <b>SUPPLIER INFORMATION</b>                                                                                                                                                                                         |                                                                                        |               |                                                                             |                                                                    |                                                                                                           |
| NAME OF BIDDER                                                                                                                                                                                                      |                                                                                        |               |                                                                             |                                                                    |                                                                                                           |
| POSTAL ADDRESS                                                                                                                                                                                                      |                                                                                        |               |                                                                             |                                                                    |                                                                                                           |
| STREET ADDRESS                                                                                                                                                                                                      |                                                                                        |               |                                                                             |                                                                    |                                                                                                           |
| TELEPHONE NUMBER                                                                                                                                                                                                    | CODE                                                                                   |               | NUMBER                                                                      |                                                                    |                                                                                                           |
| CELLPHONE NUMBER                                                                                                                                                                                                    |                                                                                        |               |                                                                             |                                                                    |                                                                                                           |
| FACSIMILE NUMBER                                                                                                                                                                                                    | CODE                                                                                   |               | NUMBER                                                                      |                                                                    |                                                                                                           |
| E-MAIL ADDRESS                                                                                                                                                                                                      |                                                                                        |               |                                                                             |                                                                    |                                                                                                           |
| VAT REGISTRATION NUMBER                                                                                                                                                                                             |                                                                                        |               |                                                                             |                                                                    |                                                                                                           |
| SUPPLIER COMPLIANCE STATUS                                                                                                                                                                                          | TAX COMPLIANCE SYSTEM PIN:                                                             |               | OR                                                                          | CENTRAL SUPPLIER DATABASE No:                                      | MAAA                                                                                                      |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE                                                                                                                                                                        | TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No   |               | B-BBEE STATUS LEVEL SWORN AFFIDAVIT                                         |                                                                    | [TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No                     |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; 1SQ PEEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>                                           |                                                                                        |               |                                                                             |                                                                    |                                                                                                           |
| 1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?                                                                                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>[IF YES ENCLOSE PROOF] |               | 2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? |                                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW ] |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                   |                                                                                        |               |                                                                             |                                                                    |                                                                                                           |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?                                                                                                                                                     |                                                                                        |               |                                                                             | <input type="checkbox"/> YES <input type="checkbox"/> NO           |                                                                                                           |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?                                                                                                                                                                           |                                                                                        |               |                                                                             | <input type="checkbox"/> YES <input type="checkbox"/> NO           |                                                                                                           |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?                                                                                                                                                          |                                                                                        |               |                                                                             | <input type="checkbox"/> YES <input type="checkbox"/> NO           |                                                                                                           |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?                                                                                                                                                               |                                                                                        |               |                                                                             | <input type="checkbox"/> YES <input type="checkbox"/> NO           |                                                                                                           |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?                                                                                                                                                           |                                                                                        |               |                                                                             | <input type="checkbox"/> YES <input type="checkbox"/> NO           |                                                                                                           |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. |                                                                                        |               |                                                                             |                                                                    |                                                                                                           |

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

|                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. BID SUBMISSION:</b>                                                                                                                                                                                                                      |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.                                                                                                                   |
| 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>                                                                                                    |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>                                                                                                                                         |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>                                                                                                                                                                                                          |
| 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: .....

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

# **THE TENDER**

## **PART T1: TENDERING PROCEDURE**

### **T1.2 – Tender Data**

# **Annexure A**

## **Standard Conditions of Tender**

## **Annex C**

### **Standard Conditions of Tender**

#### **C.1 General**

##### **C.1.1 Actions**

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

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

##### **C.1.2 Tender Documents**

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

##### **C.1.3 Interpretation**

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

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

a) conflict of interest means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

- c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

#### C.1.4 Communication and employer's agent

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

#### C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

#### C.1.6 Procurement procedures C.1.6.1

##### General

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

#### C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender

offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

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

#### C.1.6.3 Proposal procedure using the two stage-system C.1.6.3.1 Option

1

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

#### C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

### C.2 Tenderer's obligations C.2.1

#### Eligibility

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

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

#### C.2.2 Cost of tendering

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

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

#### C.2.3 Check documents

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

#### C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents

issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

#### C.2.5 Reference documents

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

#### C.2.6 Acknowledge addenda

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

#### C.2.7 Clarification meeting

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

#### C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

#### C.2.9 Insurance

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

#### C.2.10 Pricing the tender offer

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

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

#### C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

#### C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise

acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

#### C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

#### C.2.14 Information and data to be completed in all respects

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

#### C.2.15 Closing time

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

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

#### C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

#### C.2.17 Clarification of tender offer after submission

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

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

#### C.2.18 Provide other material

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

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

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

#### C.2.19 Inspections, tests and analysis

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

#### C.2.20 Submit securities, bonds and policies

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

#### C.2.21 Check final draft

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

#### C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

#### C.2.23 Certificates

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

### C.3 The employer's undertakings

#### C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

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

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

#### C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

#### C.3.3 Return late tender offers

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

#### C.3.4 Opening of tender submissions

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

#### C.3.5 Two-envelope system

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

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number

of points for functionality.

#### C.3.6 Non-disclosure

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

#### C.3.7 Grounds for rejection and disqualification

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

#### C.3.8 Test for responsiveness

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

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

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

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

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

#### C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

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

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### C.3.10 Clarification of a tender offer

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

### C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

| The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements: |                                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Requirement                                                                                                                | Qualitative interpretation of goal                                                                                                                                                                                                     |
| Fair                                                                                                                       | The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.                                                                  |
| Equitable                                                                                                                  | Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.                                                                                                                                   |
| Transparent                                                                                                                | The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.         |
| Competitive                                                                                                                | The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.                                                                                                                            |
| Cost effective                                                                                                             | The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes. |

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

#### C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

### C.3.12 Insurance provided by the employer

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

#### C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

#### C.3.14 Prepare contract documents

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

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

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

#### C.3.15 Complete adjudicator's contract

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

#### C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

#### C.3.17 Provide copies of the contracts

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

#### C.3.18 Provide written reasons for actions taken

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

## **PART T2: RETURNABLE DOCUMENTS**

### **T2.1 - List of Returnable Documents**

**FREE STATE PROVINCIAL GOVERNMENT**

**DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**

**CONTRACT NO:** DPWFS (T) 012/2021

**DESCRIPTION:** MAJOR RENOVATION OF FEZILE DABI STADIUM AT PARYS.

**T2.1 List of Returnable Documents**

The tenderer must complete the following returnable documents:

- **All mandatory (refer 1.1) , non-mandatory requirements(refer 1.2) and Evaluation on functionality (ref 2.1) required for evaluation purpose**
- Schedule of Plant and Equipment
- Schedule of the Tenderer's Experience (Particulars of Tenderers Projects)

**C1.1 Offer and Acceptance**

**C1.2 Contract Data (Part 2)**

**C2 Bills of quantities**

## DECLARATION OF INTEREST

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

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

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

- 2.1 Full Name of bidder or his or her representative:

.....

- 2.2 Identity Number: .....

- 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

- 2.4 Company Registration Number: .....

- 2.5 Tax Reference Number: .....

- 2.6 VAT Registration Number: .....

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

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

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

- 2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution: .....

Any other particulars:

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

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

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

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

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

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

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

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:

.....

.....  
.....

**3 Full details of directors / trustees / members / shareholders.**

| Full Name | Identity Number | Personal Tax Reference Number | State Employee Number / Persal Number |
|-----------|-----------------|-------------------------------|---------------------------------------|
|           |                 |                               |                                       |
|           |                 |                               |                                       |
|           |                 |                               |                                       |
|           |                 |                               |                                       |
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|           |                 |                               |                                       |
|           |                 |                               |                                       |

**4 DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE  
GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**  
**(a)**

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

|                                                          | POINTS     |
|----------------------------------------------------------|------------|
| PRICE                                                    | 80         |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR                       | 20         |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |

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

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

**2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

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

### 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

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

$P_t$  = Price of bid under consideration

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

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

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

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

|                           |   |   |
|---------------------------|---|---|
| 8                         | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

## 5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

| Designated Group: An EME or QSE which is at last 51% owned by:    | EME<br>√ | QSE<br>√ |
|-------------------------------------------------------------------|----------|----------|
| Black people                                                      |          |          |
| Black people who are youth                                        |          |          |
| Black people who are women                                        |          |          |
| Black people with disabilities                                    |          |          |
| Black people living in rural or underdeveloped areas or townships |          |          |
| Cooperative owned by black people                                 |          |          |
| Black people who are military veterans                            |          |          |
| <b>OR</b>                                                         |          |          |
| Any EME                                                           |          |          |
| Any QSE                                                           |          |          |

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety

- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

## 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

## 8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

### WITNESSES

- 1. ....
- 2. ....

.....  
 SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

### 1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

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

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

| Description of services, works or goods | Stipulated minimum threshold |
|-----------------------------------------|------------------------------|
| Fabricated Structural Steel             | 100%                         |
| Joining / Connecting Components         | 100%                         |
| Fasteners                               | 100%                         |
| Sections                                | 100%                         |
| Cement                                  | 100%                         |

3. Does any portion of the goods or services offered have any imported content?  
(**Tick applicable box**)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

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

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

| Currency       | Rates of exchange |
|----------------|-------------------|
| US Dollar      |                   |
| Pound Sterling |                   |
| Euro           |                   |
| Yen            |                   |
| Other          |                   |

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

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

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

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

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

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

NB

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

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

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

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

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

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

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

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

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

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

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

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

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

## Local Content Declaration - Summary Schedule

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

### Calculation of local content

## Tender summary

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

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

**Imported Content Declaration - Supporting Schedule to Annex C**

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

### A. Exempted imported content

**Imported value** R 0

**This total must correspond with**

**Annex C - C 21**

### **B. Imported directly by the Tenderer**

| (D32) Total imported value by tenderer | R 0 |
|----------------------------------------|-----|
|----------------------------------------|-----|

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

|                                         |     |
|-----------------------------------------|-----|
| (D45) Total imported value by 3rd party | R 0 |
|-----------------------------------------|-----|

#### D. Other foreign currency payments

## Summary of payments

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

RO

Date:

**This total must correspond with**

## Annex E

## Local Content Declaration - Supporting Schedule to Annex C

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

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

| Local Products<br>(Goods, Services and<br>Works)      | Description of items purchased | Local suppliers | Value |
|-------------------------------------------------------|--------------------------------|-----------------|-------|
|                                                       | (E6)                           | (E7)            | (E8)  |
|                                                       |                                |                 |       |
|                                                       |                                |                 |       |
|                                                       |                                |                 |       |
|                                                       |                                |                 |       |
|                                                       |                                |                 |       |
|                                                       |                                |                 |       |
|                                                       |                                |                 |       |
|                                                       |                                |                 |       |
|                                                       |                                |                 |       |
| (E9) Total local products (Goods, Services and Works) |                                |                 |       |

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

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

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

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

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

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

| Item  | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Yes                             | No                             |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.1   | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?<br><b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b><br><br>The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page. | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                 |                                |
| 4.2   | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>                                                                                                                                                                                                                                                                             | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                 |                                |
| 4.3   | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                 |                                |
| 4.4   | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                 |                                |

CERTIFICATION

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

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

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**Record of Addenda to tender documents**

|                                                                                                                                                                                                       |      |                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------------|
| We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: |      |                  |
|                                                                                                                                                                                                       | Date | Title of Details |
| 1.                                                                                                                                                                                                    |      |                  |
| 2.                                                                                                                                                                                                    |      |                  |
| 3.                                                                                                                                                                                                    |      |                  |
| 4.                                                                                                                                                                                                    |      |                  |
| 5.                                                                                                                                                                                                    |      |                  |
| 6.                                                                                                                                                                                                    |      |                  |
| 7.                                                                                                                                                                                                    |      |                  |
| 8.                                                                                                                                                                                                    |      |                  |
| 9.                                                                                                                                                                                                    |      |                  |
| 10.                                                                                                                                                                                                   |      |                  |

Attach additional pages if more space is required.

Signed.....Date.....

Name.....Position.....

Tenderer.....

**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.

| Page | Clause or item | Proposal |
|------|----------------|----------|
|      |                |          |

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

## Annual Financial Statements Declaration

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

- 1) The enterprise's financial year end is .....
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:  
☐ internally ☐ independently
- 4) The following statement applies to the enterprise [tick one box and provide relevant information]  
☐ enterprise has had its financial statements audited;  
name of auditor .....  
☐ enterprise is required by law to have an independent review of its financial statements  
name of independent reviewer .....  
☐ enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements
- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.  
*[Attach the income statement and the balance sheet contained in the financial statement]*
- 6) The annual turnover for the last financial year is R .....
- 7) The total assets as at the end of the last financial year is R .....
- 8) The total liabilities as at the end of the financial year is R .....

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signature

Date

.....  
Name

.....  
Position

.....  
Tenderer

## Compulsory Enterprise Questionnaire

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

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

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

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

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

| Name* | Identity number* | Personal income tax number* |
|-------|------------------|-----------------------------|
|       |                  |                             |
|       |                  |                             |
|       |                  |                             |

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

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

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |                                                                                                |                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity                                                                                                            |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature                                                                                                                                      |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |                                                                                                                                                                                                                     |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |                                                                                                                                                                                                                     |

If any of the above boxes are marked, disclose the following:

| Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) |                       |
|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|---------------------------------------------|-----------------------|
|                                                                                           |                                                                               | Current                                     | Within last 12 months |
|                                                                                           |                                                                               |                                             |                       |
|                                                                                           |                                                                               |                                             |                       |
|                                                                                           |                                                                               |                                             |                       |
|                                                                                           |                                                                               |                                             |                       |
|                                                                                           |                                                                               |                                             |                       |
|                                                                                           |                                                                               |                                             |                       |

\*insert separate page if necessary

**Section 7: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

| Name of spouse, child or parent | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) |                       |
|---------------------------------|-------------------------------------------------------------------------------|---------------------------------------------|-----------------------|
|                                 |                                                                               | Current                                     | Within last 12 months |
|                                 |                                                                               |                                             |                       |
|                                 |                                                                               |                                             |                       |
|                                 |                                                                               |                                             |                       |
|                                 |                                                                               |                                             |                       |
|                                 |                                                                               |                                             |                       |
|                                 |                                                                               |                                             |                       |

\*insert separate page if necessary

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
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signature

Date

Name

Position

Enterprise  
name

## **SCHEDULE OF PLANT AND EQUIPMENT**

### Schedule of Plant and Equipment

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

(a) Details of major equipment that is owned by and immediately available for this contract.

| Quantity | Description, size, capacity, etc. |
|----------|-----------------------------------|
|          |                                   |

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is acceptable.

| Quantity | Description, size, capacity, etc. |
|----------|-----------------------------------|
|          |                                   |

Attach additional pages if more space is required.

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

**Schedule of the Tenderer's Experience (Particulars of Tenderers Projects)**

| FORM: PARTICULARS OF TENDERERS PROJECTS |                                                             |                  |                  |
|-----------------------------------------|-------------------------------------------------------------|------------------|------------------|
| Project title:                          | MAJOR RENOVATION OF FEZILE DABI STADIUM AT PARYS – GB WORKS |                  |                  |
| Contract no:                            | DPWFS (T) 012/2021                                          | Closing date:    | 03 December 2021 |
| Advertising date:                       | 19 November 2021                                            | Validity period: | 90 days          |

*Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required. Failure to furnish the particulars will result in the tender offer being disqualified from further consideration.*

**1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS**

**1.1. Current projects: Appointment letter(s) must be provided to buttress the information supplied below.**

| Projects currently engaged in | Name of Employer or Representative of Employer | Contact tel. no. | Contract sum | Contractual commencement date | Contractual completion date | Present progress |
|-------------------------------|------------------------------------------------|------------------|--------------|-------------------------------|-----------------------------|------------------|
| 1                             |                                                |                  |              |                               |                             |                  |
| 2                             |                                                |                  |              |                               |                             |                  |
| 3                             |                                                |                  |              |                               |                             |                  |
| 4                             |                                                |                  |              |                               |                             |                  |
| 5                             |                                                |                  |              |                               |                             |                  |
| 6                             |                                                |                  |              |                               |                             |                  |

| Projects currently engaged in |  | Name of Employer<br>or Representative of<br>Employer | Contact tel. no. | Contract sum | Contractual<br>commencement<br>date | Contractual<br>completion date | Present<br>progress |
|-------------------------------|--|------------------------------------------------------|------------------|--------------|-------------------------------------|--------------------------------|---------------------|
| 7                             |  |                                                      |                  |              |                                     |                                |                     |
| 8                             |  |                                                      |                  |              |                                     |                                |                     |
| 9                             |  |                                                      |                  |              |                                     |                                |                     |
| 10                            |  |                                                      |                  |              |                                     |                                |                     |
| 11                            |  |                                                      |                  |              |                                     |                                |                     |
| 12                            |  |                                                      |                  |              |                                     |                                |                     |

|                  |           |      |
|------------------|-----------|------|
|                  |           |      |
| Name of Tenderer | Signature | Date |

- 1.2. Completed projects: Both appointment letter(s) and completion certificates linked to the project(s) listed below must be provided to buttress the information provided.

| Projects completed in the previous 5 (five) years |  | Name of Employer or Representative of Employer | Contact tel. no. | Contract sum | Contractual commencement date | Contractual completion date | Date of Certificate of Practical Completion |
|---------------------------------------------------|--|------------------------------------------------|------------------|--------------|-------------------------------|-----------------------------|---------------------------------------------|
| 1                                                 |  |                                                |                  |              |                               |                             |                                             |
| 2                                                 |  |                                                |                  |              |                               |                             |                                             |
| 3                                                 |  |                                                |                  |              |                               |                             |                                             |
| 4                                                 |  |                                                |                  |              |                               |                             |                                             |
| 5                                                 |  |                                                |                  |              |                               |                             |                                             |
| 6                                                 |  |                                                |                  |              |                               |                             |                                             |
| 7                                                 |  |                                                |                  |              |                               |                             |                                             |
| 8                                                 |  |                                                |                  |              |                               |                             |                                             |
| 9                                                 |  |                                                |                  |              |                               |                             |                                             |

| Projects completed in the previous 5 (five) years | Name of Employer or Representative of Employer | Contact tel. no. | Contract sum | Contractual commencement date | Contractual completion date | Date of Certificate of Practical Completion |
|---------------------------------------------------|------------------------------------------------|------------------|--------------|-------------------------------|-----------------------------|---------------------------------------------|
| 10                                                |                                                |                  |              |                               |                             |                                             |
| 11                                                |                                                |                  |              |                               |                             |                                             |
| 12                                                |                                                |                  |              |                               |                             |                                             |
| 13                                                |                                                |                  |              |                               |                             |                                             |

|                  |           |      |
|------------------|-----------|------|
|                  |           |      |
| Name of Tenderer | Signature | Date |

**Resource Information Sheet (CV) – Registered Master electrician who will be committed to the project on at all times**

|                                              |  |
|----------------------------------------------|--|
| <b>Professional Registration(s)</b>          |  |
| <b>Professional Registration Number(s):</b>  |  |
| <b>Date of Birth:</b>                        |  |
| <b>ID number:</b>                            |  |
| <b>Employed by:</b>                          |  |
| <b>Number of years with current employer</b> |  |
| <b>Position held with current employer</b>   |  |

**SIGNATURE OF RESOURCE:**  
**DATE:**

| Key projects | Name of project | Role in Project | Project Value | Duration of Project | Project Start Date | Project End Date | Reference Name | Reference |
|--------------|-----------------|-----------------|---------------|---------------------|--------------------|------------------|----------------|-----------|
|              |                 |                 |               |                     |                    |                  |                |           |

|   |  |  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|--|--|
| 1 |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |  |
| 6 |  |  |  |  |  |  |  |  |

| Key projects | Name of project | Role in Project | Project Value | Duration of Project | Project Start Date | Project End Date | Reference Name | Reference |
|--------------|-----------------|-----------------|---------------|---------------------|--------------------|------------------|----------------|-----------|
|--------------|-----------------|-----------------|---------------|---------------------|--------------------|------------------|----------------|-----------|

|    |  |  |  |  |  |  |  |  |
|----|--|--|--|--|--|--|--|--|
| 7  |  |  |  |  |  |  |  |  |
| 8  |  |  |  |  |  |  |  |  |
| 9  |  |  |  |  |  |  |  |  |
| 10 |  |  |  |  |  |  |  |  |
| 11 |  |  |  |  |  |  |  |  |
| 12 |  |  |  |  |  |  |  |  |

| Key projects | Name of project | Role in Project | Project Value | Duration of Project | Project Start Date | Project End Date | Reference Name | Reference |
|--------------|-----------------|-----------------|---------------|---------------------|--------------------|------------------|----------------|-----------|
| 13           |                 |                 |               |                     |                    |                  |                |           |

|                                                                                                 |  |  |  |  |  |  |  |  |
|-------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|--|
| 14                                                                                              |  |  |  |  |  |  |  |  |
| 15                                                                                              |  |  |  |  |  |  |  |  |
| In your opinion why you would be the right resource for this project, based on your experience? |  |  |  |  |  |  |  |  |
|                                                                                                 |  |  |  |  |  |  |  |  |
|                                                                                                 |  |  |  |  |  |  |  |  |
|                                                                                                 |  |  |  |  |  |  |  |  |
|                                                                                                 |  |  |  |  |  |  |  |  |

NAME:  
SIGNATURE OF RESOURCE:  
DATE

**Resource Information Sheet (CV) – Electrical technologist / Electrical engineer who will strictly focus on the project**

|                                              |  |
|----------------------------------------------|--|
| <b>Professional Registration(s)</b>          |  |
| <b>Professional Registration Number(s):</b>  |  |
| <b>Date of Birth:</b>                        |  |
| <b>ID number:</b>                            |  |
| <b>Employed by:</b>                          |  |
| <b>Number of years with current employer</b> |  |
| <b>Position held with current employer</b>   |  |

**SIGNATURE OF RESOURCE:**

**DATE:**

| Key projects | Name of project | Role in Project | Project Value | Duration of Project | Project Start Date | Project End Date | Reference Name | Reference |
|--------------|-----------------|-----------------|---------------|---------------------|--------------------|------------------|----------------|-----------|
|              |                 |                 |               |                     |                    |                  |                |           |

|   |  |  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|--|--|
| 1 |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |  |
| 6 |  |  |  |  |  |  |  |  |

| Key projects | Name of project | Role in Project | Project Value | Duration of Project | Project Start Date | Project End Date | Reference Name | Reference |
|--------------|-----------------|-----------------|---------------|---------------------|--------------------|------------------|----------------|-----------|
|--------------|-----------------|-----------------|---------------|---------------------|--------------------|------------------|----------------|-----------|

|    |  |  |  |  |  |  |  |  |
|----|--|--|--|--|--|--|--|--|
| 7  |  |  |  |  |  |  |  |  |
| 8  |  |  |  |  |  |  |  |  |
| 9  |  |  |  |  |  |  |  |  |
| 10 |  |  |  |  |  |  |  |  |
| 11 |  |  |  |  |  |  |  |  |
| 12 |  |  |  |  |  |  |  |  |

| Key projects                                                                                    | Name of project | Role in Project | Project Value | Duration of Project | Project Start Date | Project End Date | Reference Name | Reference |
|-------------------------------------------------------------------------------------------------|-----------------|-----------------|---------------|---------------------|--------------------|------------------|----------------|-----------|
| 13                                                                                              |                 |                 |               |                     |                    |                  |                |           |
| 14                                                                                              |                 |                 |               |                     |                    |                  |                |           |
| 15                                                                                              |                 |                 |               |                     |                    |                  |                |           |
| In your opinion why you would be the right resource for this project, based on your experience? |                 |                 |               |                     |                    |                  |                |           |
|                                                                                                 |                 |                 |               |                     |                    |                  |                |           |
|                                                                                                 |                 |                 |               |                     |                    |                  |                |           |
|                                                                                                 |                 |                 |               |                     |                    |                  |                |           |
|                                                                                                 |                 |                 |               |                     |                    |                  |                |           |

NAME:  
SIGNATURE OF RESOURCE:  
DATE:



## **THE CONTRACT**

### **PART C1: AGREEMENT AND CONTRACT DATA**

#### **C1.1 - Form of Offer and Acceptance**

## C1.1 Form of Offer and Acceptance

### Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

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)

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 ..... Date .....

Name .....

Capacity .....

### for the Tenderer

(Name and .....)

address of  
organization) .....

.....  
Name and  
signature  
of witness .....

### 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 C1: Agreements and contract data, (which includes this agreement)

Part C2: Pricing data

and documents or parts thereof, which may be incorporated by reference into Parts 1 to above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender 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 agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill 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.

Signature ..... Date .....

Name

Capacity **HEAD: DEPARTMENT OF PUBLIC WORKS FREE STATE AND INFRASTRUCTURE**

**for the**  
**Employer** DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE  
P.O Box 690  
Bloemfontein

Name and .....

Signature of witness .....

Date .....

## 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 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.

## **PART C1: AGREEMENT AND CONTRACT DATA**

### **C1.2 - Contract Data**

#### **CONTRACT PERIOD**

**6 MONTHS**

## FREE STATE PROVINCIAL GOVERNMENT

### DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

**CONTRACT NO:** DPWFS (T) 012/2021

**DESCRIPTION:** MAJOR RENOVATION OF FEZILE DABI STADIUM AT PARYS

#### C1.2 Contract Data

The Conditions of Contract are clauses 1 to 41 of the JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005) published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

**The additions, deletions and alterations to the JBCC Principal Agreement are:**

| Clause | Additions, deletions and alterations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1    | Replace the following definitions in <b>DEFINITIONS AND INTERPRETATIONS</b> with the following wording:<br><b>AGREEMENT</b> means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.<br><b>BILLS OF QUANTITIES</b> means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data.<br><b>CONSTRUCTION PERIOD</b> means the period commencing on the date that the Agreement made in terms of the Offer and Acceptance comes into effect and ending on the date of practical completion.<br><b>CONTRACT DOCUMENTS</b> means the Agreement and all documents referenced therein.<br><b>CONTRACT DRAWINGS</b> means the drawings listed in the Scope of Work.<br><b>CONTRACT SUM</b> means the total of prices in the Form of Offer and Acceptance.<br><b>SCHEDULE</b> means the variables listed in the Contract Data. |
| 1.6.4  | Delete sub-clause 1.6.4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 3.5    | Delete sub-clause 3.5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 3.6    | Delete sub-clause 3.6.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 3.9    | Delete sub-clause 3.9                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 3.10   | Delete sub-clause 3.10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 15.1.1 | Delete sub-clause 15.1.1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 21     | Replace sub-clauses 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

- 30.1 Replace reference to 36.3 at end of sentence with 36.0
- 31.12 Delete "Payment shall be subject to the **employer** giving the **contractor** a **tax** invoice for the amount due."
- 34.13 Delete the words in sub-clause 34.13 "subject to the **employer** giving the **contractor** a **tax** invoice for the amount due"
- 40.0 (41) Delete in the Substitute Provisions (41.0 State Clauses) clause 40.2.1, 40.2.2 and 40.3/4/5/6 and replace with the following:
- 40.1# Should any dispute between the **employer**, his **agents** or **principal agent** on the one hand and the contractor on the other, arise out of this **agreement**, such dispute shall be referred to adjudication.
- 40.2# Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4 .
- 40.3# If provided in the **schedule**, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.
- 40.4# If the **schedule** provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.
- 12.1 (41.0) Delete 12.1 in the Substitute Provisions (41.0 State Clauses) so that the provisions of 12.1 apply to the **state** and replace "**contractor**" in clause 10.1 in the Substitute Provisions (41.0 State Clauses) with "The party responsible in terms of 12.1"
- 12.2 (41.0) Amend the first part of the first sentence in clause 12.2 of the Substitute Provisions (41.0 State Clauses) to read "Where the **contractor** is responsible for insurances, the **contractor** shall ....."
- 11.1 (41.0) Delete clause 11.1 in the Substitute Provisions (41.0 State Clauses) so that the provisions of 11.1 apply to the **state**.
- 41.0 Delete in the **state** clauses sub-clauses 31.11.1 and 31.11.2. Sub-clause 31.11.1 of the non-**state** clauses will apply to the **contract**
- 41.0 Delete in the **state** sub-clause 10.3 . Sub-clause 10.3 of the non-**state** clauses will apply to the **contract**
- 41.0 Add sub-clause 32.15 and 34.3 to 5.1.2
- 41.0 Add in the following clause to 41.0  
Notwithstanding any clause to the contrary, on cancellation of this agreement either by the **employer** or the **contractor**, or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a stated date and withdraw himself from the **site**. The contractor shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.

## Part 1: Contract Data completed by the Employer

| Clause | Item and data                                                                                                                                                                                                                                         |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 42.1   | <b>CONTRACTING AND OTHER PARTIES</b>                                                                                                                                                                                                                  |
| 42.1.1 | The Employer is the Department of Public Works and Infrastructure, Free State Provincial Government                                                                                                                                                   |
| [1.2]  | <p>The address of the Employer is:</p> <p>Telephone: 051-492-3718</p> <p>Facsimile: 086- 272-1897</p> <p>Address (physical): Cnr. St Andrews Street &amp; Markgraaff Street, Bloemfontein</p> <p>Address (postal): PO Box 690, Bloemfontein, 9300</p> |
| 42.1.2 | The Principal Agent is Pakiso Molaoa                                                                                                                                                                                                                  |
| [5.1]  | <p>Telephone: 056 492 0032 / 057 492 0019</p> <p>Facsimile:</p> <p>Address (physical): 63 Orange Street, Kroonstad</p> <p>Address (postal):</p>                                                                                                       |
| 42.1.3 | Agent (1) is                                                                                                                                                                                                                                          |
| [5.2]  | <p>Agent's service:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>Address (physical):</p> <p>Address (postal):</p>                                                                                                                                       |
| 42.1.4 | Agent (2) is                                                                                                                                                                                                                                          |
| [5.2]  | <p>Agent's service:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>Address (physical):</p> <p>Address (postal) :</p>                                                                                                                                      |
| 42.1.5 | Agent (3) is                                                                                                                                                                                                                                          |
| [5.2]  | <p>Agent's service:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>Address (physical):</p> <p>Address (postal):</p>                                                                                                                                       |

42.1.6  
[5.2]

Agent (4) is  
Agent's service:  
Telephone:  
Facsimile:  
Address (physical):  
Address (postal):

42.1.7  
[5.2]

Agent (5) is  
Agent's service:  
Telephone:  
Facsimile:  
Address (physical):  
Address (postal):

42.1.8  
[5.2]

Agent (6) is  
Agent's service:  
Telephone:  
Facsimile:  
Address (physical):  
Address (postal):

42.2

Contract Details

42.2.1  
42.2.2

The **Works** comprise: **MAJOR RENOVATION OF FEZILE DABI STADIUM AT PARYS**  
The **Site** comprise: **Tenderers are specifically requested to inspect the site beforehand so as to become acquainted with the location of the site, conditions, access roads, layout of various buildings, availability of water, electricity, etc. No claim with regards to the aforementioned will be recognized.**

|                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 42.2.4<br>[41.0]<br>31.11.2<br><br>[11.2]<br>31.4.2<br>40.2.2            | <p>The Employer is an organ of <b>State</b></p> <ul style="list-style-type: none"> <li>• The interest 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) will apply.</li> <li>• Lateral support insurance is not to be effected by the <b>contractor</b></li> <li>• Payment will be made for materials and goods</li> <li>• Dispute determinations shall be by arbitration</li> <li>• Extended <b>defects</b> liability period will apply to the following elements: <ul style="list-style-type: none"> <li>○ General building work : 03 months</li> <li>○ Civil works : 12 months</li> </ul> </li> </ul> <p>Possession of the <b>site</b> is to be given within five (5) days after the contractor provided the employer with the construction guarantee in accordance with the provisions of 14.0</p> <p><b>The period for the commencement of the works after the contractor takes possession of the site is 7 working days.</b></p> <p><b>For the works as a whole:</b></p> <p><b><i>The penalty per calendar day is 5.75 cents per R100,00 of the contract value.</i></b></p> |
| 42.2.5<br>[15.2.1]                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 42.2.6<br>[15.3]                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 42.2.7<br>42.2.9<br>[1.2]                                                | The law applicable to the agreement shall be that of the Republic of South Africa.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 42.3<br>42.3.1<br>[10.1,10.2,12.1]<br>42.3.1<br>[10.1,10.2,12.1]         | <p>Insurances</p> <p>Contract insurance to be effected by the contractor</p> <p>Contract works insurance is to be effected by the <b>contractor</b> for a sum not less than the <b>contract sum</b> with a deductible in an amount that the <b>contractor</b> deems appropriate.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 42.3.2<br>[10.1,10.2,12.1]                                               | The supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 42.3.3<br>[11.1, 12.1]<br>42.3.4<br>11.2, 12.1                           | <p><b><i>Support insurance to be effected by the contractor for the sum of R0, 00 with a deductible in an amount that the contractor deems appropriate.</i></b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 42.4<br>42.4.1<br>[3.3, 15.1.3,<br>31.16.2]<br>42.4.2<br>[3.7]<br>42.4.3 | <p>Documents</p> <p>A waiver of the <b>contractor's</b> lien or right of continuing possession is required.</p> <p>Three. Copies of the construction document are to be supplied to the <b>contractor</b> free of charge.</p> <p>Bills of Quantities/lump sum documents schedule of rates is drawn up in accordance with Standard System of Measurement Building Work – latest edition</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 42.4.4<br>[15.1.1]                                                       | On acceptance of the tender the bills of quantities/lump sum document <b>is to be submitted within</b> working five (5) working days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 42.4.5<br>[3.4]                                                          | JBCC Engineering General Conditions are not to be included in the contract document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 42.4.6<br>[31.5.3]                                                       | The contract value is to be adjusted using CPAP indices. The base month for the application of CPAP is the month in which the tender closed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

- [31.3] There is no latest day of the month for the issue of an interim payment certificate.
- 14.5 The employer will not provide advanced payments against an advanced payment guarantee
- 14.2 , 14.3 and 14.4 Replace clause 14.2 with "The **construction guarantee** is to be a fixed guarantee in an amount of 10% of the contract sum" and delete clauses 14.3 and 14.4
- 14.7 and 14.2 Replace clause 14.7 with "Should the contractor fail to furnish the security in terms of 14.2 ,the employer , in his sole discretion , may either ,
- 14.7.1 Replace sub-clause 14.7.1 to read as follows;" Hand over the site to the contractor and apply a 10% payment reduction from the contractor until the amount withheld is equal to ten percent (10%) of the contract sum. Such amount shall be adjusted to two point five percent (2.5%) of the contract sum on achievement of practical completion in terms of 24.0 and to zero percent (0%) in the final payment certificate in terms of 34.8"

## Part 2: Contract Data completed by the Contractor

| Clause | Item and data                                                                                                                                                                                                                                           |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.2    | <p>The name of the Contractor is. ....</p> <p>The address of the contractor is:</p> <p>Telephone: .....</p> <p>Facsimile: .....</p> <p>Address (physical): .....</p> <p>.....</p> <p>.....</p> <p>Address (postal): .....</p> <p>.....</p> <p>.....</p> |

## **PART C2: PRICING DATA**

### **C2.1 – PRICING INSTRUCTION**

## C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
  - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
  - b) mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Mechanical Work, published by the South African Association of Quantity Surveyors, July 2005).
  - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- 2 The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, March 2005. 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 JBCC Series 2000 Code 2103, May 2005 Addition [preliminaries for the use of JBCC Series 2000](#). 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](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).
- 5 The drawings listed in the Scope of Works used for the setting up 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.
- 7 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
- 8 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities
- 9 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.
- 10 The amount of the 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.
- 11 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
- 12 The amount or items of the 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).
- 13 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
  - a) 10 percent is Fixed;
  - b) 15 percent is Value Related
  - c) 75 percent is Time Related.
- 14 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.

## **PART C2: PRICING DATA**

### **C2.2 –BILL OF QUANTITIES**

| ITEM<br>NO. | DESCRIPTION OF ITEM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | UNI<br>T | QUA<br>NTIT<br>Y | PRICE<br>R | TOTAL<br>R |
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|             | <p><b>SECTION 1</b></p> <p><b>BILL NO.1</b></p> <p><b>PRELIMINARIES</b></p> <p>MEANING OF TERMS "TENDER / TENDERER"</p> <p>Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"</p> <p><b>PRELIMINARIES</b></p> <p>The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked "N/A" signifying "Not Applicable"</p> <p><b>PRICING OF PRELIMINARIES</b></p> <p>Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item</p> <p>Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities</p> <p><b>SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT</b></p> |          |                  |            |            |

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|  | <p><b>DEFINITIONS</b></p> <p>DEFINITIONS AND INTERPRETATION</p> <p>Clause 1.0</p> <p>Clause 1.1 Definition of “Commencement Date” is added:</p> <p>“COMMENCEMENT DATE” means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect</p> <p>Clause 1.1 Definition of “Construction Guarantee” is amended by replacing it with the following:</p> <p>“CONSTRUCTION GUARANTEE” means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer’s construction guarantee form as selected in the schedule</p> <p>Clause 1.1 Definition of “Construction Period” is amended by replacing it with the following:</p> <p>“CONSTRUCTION PERIOD” means the period commencing on the commencement date and ending on the date of practical completion</p> <p>Clause 1.1 Definition of “Corrupt Practice” is added:</p> <p>“CORRUPT PRACTICE” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>Clause 1.1 Definition of “Fraudulent Practice” is added:</p> <p>“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 tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition</p> |  |  |  |  |
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| A1 | <p>Clause 1.1 Definition of "Interest" is amended by replacing it with the following:</p> <p>“INTEREST” means 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)</p> <p>Clause 1.1 Definition of “Principal Agent” is amended by replacing it with the following:</p> <p>“PRINCIPAL AGENT” means the person or entity appointed by the employer and named in the schedule. 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 a representative of the employer as named in the schedule</p> <p>Clause 1.1 Definition of “Security” is amended by replacing it with the following:</p> <p>“SECURITY” means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expense or loss</p> <p>Clause 1.6 is amended by replacing the words “prepaid registered post, telefax or e-mail” with “prepaid registered post or telefax”</p> <p>Clause 1.6.4 is amended by replacing it with the following:<br/>No clause</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><b>OBJECTIVE AND PREPARATION<br/>OFFER, ACCEPTANCE AND PERFORMANCE</b></p> | Item |  |  |  |
| A2 | <p>Clause 2.0</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><b>DOCUMENTS</b></p> <p>Clause 3.0</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Item |  |  |  |

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| A3 | <p>Clause 3.2.1 is amended by replacing “14.1” with “14.0”</p> <p>Clause 3.7 is amended by the addition of the following:</p> <p>The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times</p> <p>Clause 3.10 is amended by replacing the second reference to “principal agent” with the word “employer”</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> | Item |  |  |  |
| A4 | <p><b>DESIGN RESPONSIBILITY</b></p> <p>Clause 4.0</p> <p>Clause 4.3 is amended by replacing it with the following:</p> <p>No clause</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>                                                                                                                                                                                                                                                                                                                                                         | Item |  |  |  |
| A5 | <p><b>EMPLOYER’S AGENTS</b></p> <p>Clause 5.0</p> <p>Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>                                                                                                                                                                                                                                                                                                                                                               | Item |  |  |  |
| A6 | <p><b>SITE REPRESENTATIVE</b></p> <p>Clause 6.0</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><b>COMPLIANCE WITH REGULATIONS</b></p> <p>Clause 7.0</p>                                                                                                                                                                                                                                                                                                                                                                                 | Item |  |  |  |

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|    | <p>Note: A separate clause has been included in Section C: Specific Preliminaries of the bills of quantities / lump sum document for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |      |  |  |  |
| A7 | <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><b>WORKS RISK</b></p> <p>Clause 8.0</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Item |  |  |  |
| A8 | <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><b>INDEMNITIES</b></p> <p>Clause 9.0</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Item |  |  |  |
| A9 | <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><b>WORKS INSURANCES</b></p> <p>Clause 10.0</p> <p>Clause 10.0 is amended by the addition of the following clauses:</p> <p>10.5 Damage to the Works</p> <p>(a) Without in any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary</p> <p>(b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works</p> | Item |  |  |  |

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|  | <p>(c) The employer shall carry the risk of damage to or destruction of the works and materials paid for by the employer that is the result of the excepted risks as set out in 10.6</p> <p>(d) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof</p> <p>10.6 Injury to Persons or loss of or damage to Properties</p> <p>(a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable</p> <p>(b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable 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, arising out of or in the course of or by reason of the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable</p> <p>(c) The contractor shall, upon receiving a contract instruction from the principal agent, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost thereof from the contractor or to deduct the same from amounts due to the contractor</p> <p>(d) The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion</p> |  |  |  |  |
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|  | <p>(e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed</p> <p>(f) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the works</p> <p>10.7 High risk insurance<br/>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 subsurface conditions that might result in catastrophic ground movement evident by sinkhole or do line formation the following will apply:</p> <p>10.7.1 Damage to the works<br/>The contractor shall, from the commencement date of the works 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</p> <p>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</p> <p>10.7.2 Injury to persons or loss of or damage to property<br/>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</p> |  |  |  |  |
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| A10 | <p>person whomsoever resulting from, arising out of, or caused by a catastrophic ground movement as mentioned above</p> <p>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 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</p> <p>10.7.3 It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the commencement date but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so</p> <p>10.7.4 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 10.7.1; 10.7.2 and 10.7.3. 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</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> | Item |  |  |  |
| A11 | <p><b>LIABILITY INSURANCES</b></p> <p>Clause 11.0</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><b>EFFECTING INSURANCES</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Item |  |  |  |

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| A12 | <p>Clause 12.0</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Item |  |  |  |
| A13 | <p>No Clause</p> <p><b>SECURITY</b></p> <p>Clause 14.0</p> <p>Clauses 14.1 - 14.8 are amended by replacing them with the following:</p> <p>14.1 In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT)</p> <p>14.1.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(A)</p> <p>14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor</p> <p>14.2 In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such security shall be provided to the employer within twenty-one (21) calendar days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty-one (21) calendar days from commencement date, the security in terms of 14.7 shall be deemed to have been selected</p> <p>14.3 Where security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>14.3.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract</p> |      |  |  |  |

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|  | <p>sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> <p>14.3.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor</p> <p>14.3.3 Within twenty-one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor</p> <p>14.3.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor</p> <p>14.3.5 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor</p> <p>14.3.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party</p> <p>14.4 Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>14.4.1 The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> <p>14.4.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender</p> |  |  |  |  |
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|  | <p>14.4.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring</p> <p>14.4.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall issue a written demand in terms of the variable construction guarantee</p> <p>14.5 Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.5.1 The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT)</p> <p>14.5.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion</p> <p>14.5.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring</p> <p>14.5.4 The payment reduction of the value certified in a payment certificate shall be in terms of 31.8 (A) and 34.8</p> <p>14.5.5 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or may do both</p> <p>14.6 Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.6.1 The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> |  |  |  |  |
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| A14 | <p>14.6.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor</p> <p>14.6.3 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(A)</p> <p>14.6.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both</p> <p>14.7 Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.7.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(B)</p> <p>14.7.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the contractor</p> <p>14.8 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement</p> <p>14.9 Should the contractor fail to furnish the security in terms of 14.2, the employer, in his sole discretion and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT), where after 14.7 shall be applicable</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><b>EXECUTION</b></p> <p>PREPARATION FOR AND EXECUTION OF THE WORKS</p> | Item |  |  |  |
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|     | <p>Clause 15.0</p> <p>Clause 15.1.1 is amended by replacing it with:</p> <p>No clause</p> <p>Clause 15.1.2 is amended by replacing it with:</p> <p>The security selected in terms of 14.0</p> <p>Clause 15.1 is amended by the addition of the following clause:</p> <p>15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) calendar days of commencement date</p> <p>Clause 15.2.1 is amended by replacing it with the following clause:</p> <p>Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.4</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> | Item |  |  |  |
| A15 | <p><b>ACCESS TO THE WORKS</b></p> <p>Clause 16.0</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Item |  |  |  |
| A16 | <p><b>CONTRACT INSTRUCTIONS</b></p> <p>Clause 17.0</p> <p>Clause 17.1.11 is amended by deleting the words “and the appointment of nominated and selected subcontractors”</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Item |  |  |  |
| A17 | <p><b>SETTING OUT OF THE WORKS</b></p> <p>Clause 18.0</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Item |  |  |  |
| A18 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |      |  |  |  |

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| A19 | <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><b>ASSIGNMENT</b></p> <p>Clause 19.0</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><b>NOMINATED SUBCONTRACTORS</b></p> <p>Clause 20.0</p> <p>Clause 20.1.3 is amended by replacing it with the following:</p> <p>No clause</p> <p>Note: See item B9.1 hereinafter for adjustment of attendance on nominated subcontractors executing work allowed for under provisional sums</p> | Item |  |  |  |
| A20 | <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><b>SELECTED SUBCONTRACTORS</b></p> <p>Clause 21.0</p> <p>Clause 21 is amended by replacing it with:</p> <p>No clause</p>                                                                                                                                                                                                                                                                            | Item |  |  |  |
| A21 | <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><b>EMPLOYER'S DIRECT CONTRACTORS</b></p> <p>Clause 22.0</p>                                                                                                                                                                                                                                                                                                                                         | Item |  |  |  |
| A22 | <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><b>CONTRACTOR'S DOMESTIC SUBCONTRACTORS</b></p> <p>Clause 23.0</p>                                                                                                                                                                                                                                                                                                                                  | Item |  |  |  |
| A23 | <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><b>COMPLETION</b></p>                                                                                                                                                                                                                                                                                                                                                                               | Item |  |  |  |

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| A24 | <b>PRACTICAL COMPLETION</b><br><br>Clause 24.0<br><br>Fixed:_____ Value related:_____ Time related:_____                                                                                             | Item |  |  |  |
| A25 | <b>WORKS COMPLETION</b><br><br>Clause 25.0<br><br>Fixed:_____ Value related:_____ Time related:_____                                                                                                 | Item |  |  |  |
| A26 | <b>FINAL COMPLETION</b><br><br>Clause 26.0<br><br>Clause 26.1.2 is amended by inserting “#” next to 26.1.2<br><br>Fixed:_____ Value related:_____ Time related:_____                                 | Item |  |  |  |
| A27 | <b>LATENT DEFECTS LIABILITY PERIOD</b><br><br>Clause 27.0<br><br>Fixed:_____ Value related:_____ Time related:_____                                                                                  | Item |  |  |  |
| A28 | <b>SECTIONAL COMPLETION</b><br><br>Clause 28.0<br><br>Fixed:_____ Value related:_____ Time related:_____                                                                                             | Item |  |  |  |
| A29 | <b>REVISION OF DATE FOR PRACTICAL COMPLETION</b><br><br>Clause 29.0<br><br>Clause 29.2.5 is amended by replacing it with:<br><br>No clause<br><br>Fixed:_____ Value related:_____ Time related:_____ | Item |  |  |  |
|     | <b>PENALTY FOR NON-COMPLETION</b><br><br>Clause 30.0<br><br>Fixed:_____ Value related:_____ Time related:_____                                                                                       |      |  |  |  |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |      |  |  |  |
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| A30 | <p><b>PAYMENT</b></p> <p>INTERIM PAYMENT TO THE CONTRACTOR</p> <p>Clause 31.0</p> <p>Clause 31.5.2 is amended by replacing “14.7.1” with “14.0”</p> <p>Clause 31.8 is amended by replacing it with the following two alternative clauses:</p> <p>Alternative A</p> <p>31.8(A) Where a security is selected in terms of 14.1; 14.5 or 14.6, the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(A).1 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion</p> <p>31.8(A).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion</p> <p>31.8(A).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6</p> <p>31.8(A).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate</p> <p>Alternative B</p> <p>31.8(B) Where security as a payment reduction in terms of 14.7 has been selected, the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be</p> | Item |  |  |  |
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|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |      |  |  |  |
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|     | <p>certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(B).1 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion</p> <p>31.8(B).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion</p> <p>31.8(B).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6</p> <p>31.8(B).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate</p> <p>Clause 31.12 is amended by deleting the following:</p> <p>Payment shall be subject to the employer giving the contractor a tax invoice for the amount due</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><b>ADJUSTMENT TO THE CONTRACT VALUE</b></p> <p>Clause 32.0</p> <p>Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:</p> <p>"due to no fault of the contractor"</p> |      |  |  |  |
| A31 | <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><b>ADJUSTMENT TO THE CONTRACT VALUE</b></p> <p>Clause 32.0</p> <p>Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:</p> <p>"due to no fault of the contractor"</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Item |  |  |  |
| A32 | <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><b>RECOVERY OF EXPENSE AND LOSS</b></p> <p>Clause 33.0</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Item |  |  |  |
| A33 | <p>Fixed:_____ Value related:_____ Time related:_____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Item |  |  |  |

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| A34 | <p><b>FINAL ACCOUNT AND FINAL PAYMENT</b></p> <p>Clause 34.0</p> <p>Clause 34.1 is amended by removing “#” next to 34.1</p> <p>Clause 34.2 is amended by inserting “#” next to 34.2</p> <p>Clause 34.8 is amended by deleting the words “where security as a fixed construction guarantee in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1”</p> <p>Clause 34.13 is amended by replacing “seven (7) calendar days” with “twenty-one (21) calendar days” and deleting the words “subject to the employer giving the contractor a tax invoice for the amount due”</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> | Item |  |  |  |
| A35 | <p><b>PAYMENT TO OTHER PARTIES</b></p> <p>Clause 35.0</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><b>CANCELLATION</b></p> <p><b>CANCELLATION BY EMPLOYER – CONTRACTOR’S DEFAULT</b></p> <p>Clause 36.0</p> <p>Clause 36.1 is amended by the addition of the following clauses:</p> <p>36.1.3 refuses or neglects to comply strictly with any of the conditions of contract</p> <p>36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p>                                                                                                                           | Item |  |  |  |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |      |  |  |  |
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| A36 | <p>36.1.5 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p> <p>Clause 36.3 is amended by removing the reference to “No clause” and replacing the words “principal agent” with “employer”</p> <p>Clause 36.0 is amended by the addition of the following clause:</p> <p>36.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><b>CANCELLATION BY EMPLOYER – LOSS AND DAMAGE</b></p> <p>Clause 37.0</p> <p>Clause 37.3.5 is amended by replacing “ninety (90)” with “one-hundred and twenty (120)”</p> <p>Clause 37.0 is amended by the addition of the following clause:</p> <p>37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><b>CANCELLATION BY CONTRACTOR – EMPLOYER’S DEFAULT</b></p> | Item |  |  |  |
| A37 | <p>36.1.5 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p> <p>Clause 36.3 is amended by removing the reference to “No clause” and replacing the words “principal agent” with “employer”</p> <p>Clause 36.0 is amended by the addition of the following clause:</p> <p>36.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><b>CANCELLATION BY EMPLOYER – LOSS AND DAMAGE</b></p> <p>Clause 37.0</p> <p>Clause 37.3.5 is amended by replacing “ninety (90)” with “one-hundred and twenty (120)”</p> <p>Clause 37.0 is amended by the addition of the following clause:</p> <p>37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><b>CANCELLATION BY CONTRACTOR – EMPLOYER’S DEFAULT</b></p> | Item |  |  |  |

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| A38 | <p>Clause 38.0</p> <p>Clause 38.5.4 is amended by replacing “ninety (90)” with “one-hundred and twenty (120)”</p> <p>Clause 38.0 is amended by the addition of the following clause:</p> <p>38.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> | Item |  |  |  |
| A39 | <p><b>CANCELLATION – CESSATION OF THE WORKS</b></p> <p>Clause 39.0</p> <p>Clause 39.3.5 is amended by the addition of the following at the end of the sentence:</p> <p>“within one hundred and twenty (120) working days of completion of such a report”</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><b>DISPUTE</b></p> <p><b>DISPUTE SETTLEMENT</b></p> <p>Clause 40.0</p> <p>Clause 40.2.2 is amended by replacing “one (1) year” with “three (3) years”</p> <p>Clause 40.6 is amended by removing the reference to:</p>                                                                                                                                                                              | Item |  |  |  |

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|     | <p>No clause</p> <p>Clause 40.7.1 is amended by replacing “(10)” with “(15)” and by the addition of the following:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> |      |  |  |  |
| A40 | <p><b>SUBSTITUTE PROVISIONS</b></p> <p>STATE CLAUSES</p> <p>Clause 41.0</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>                                                                                                                                                                                                                                | Item |  |  |  |
| A41 | <p><b>CONTRACT VARIABLES</b></p> <p>THE SCHEDULE (DPW-04EC)</p> <p>Clause 42.0</p> <p>Tenderers are referred to the Contract Data DPW-04(EC) for variables pertaining to this contract</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>                                                                                                                 | Item |  |  |  |
| A42 |                                                                                                                                                                                                                                                                                                                                                                      | Item |  |  |  |

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|      | <p>Carried forward to Summary of Section no1</p> <p>Section No1<br/>Bill No1<br/>Preliminaries: Section A</p> <p><b>SECTION B: JBCC PRELIMINARIES</b></p> <p><b>DEFINITIONS AND INTERPRETATION</b></p> <p>Definitions and interpretation</p> <p>See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> |      |  |  |  |
| B1.1 | <p><b>DOCUMENTS</b></p> <p>Checking of documents</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>                                                                                                                                                                                                                                                                                                                      | Item |  |  |  |
| B2.1 | <p>Provisional bills of quantities</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>                                                                                                                                                                                                                                                                                                                                    | Item |  |  |  |
| B2.2 | <p>Availability of construction documentation</p>                                                                                                                                                                                                                                                                                                                                                                                   | Item |  |  |  |

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|      | Fixed:_____ Value related:_____ Time related:_____                                                      |      |  |  |  |
| B2.3 | Interests of agents                                                                                     | Item |  |  |  |
|      | Fixed:_____ Value related:_____ Time related:_____                                                      |      |  |  |  |
| B2.4 | Priced documents                                                                                        | Item |  |  |  |
|      | Fixed:_____ Value related:_____ Time related:_____                                                      |      |  |  |  |
| B2.5 | Tender submission                                                                                       | Item |  |  |  |
|      | Clause 2.6 is amended by replacing “JBCC Form of Tender” with “Form of Offer and Acceptance DPW-07(EC)” |      |  |  |  |
|      | Fixed:_____ Value related:_____ Time related:_____                                                      |      |  |  |  |
| B2.6 |                                                                                                         | Item |  |  |  |
|      | <b>THE SITE</b>                                                                                         |      |  |  |  |
|      | Defined works area                                                                                      |      |  |  |  |
|      | Fixed:_____ Value related:_____ Time related:_____                                                      |      |  |  |  |
| B3.1 | Geotechnical investigation                                                                              | Item |  |  |  |
|      | Fixed:_____ Value related:_____ Time related:_____                                                      |      |  |  |  |
| B3.2 | Inspection of the site                                                                                  | Item |  |  |  |
|      | Fixed:_____ Value related:_____ Time related:_____                                                      |      |  |  |  |
| B3.3 | Existing premises occupied                                                                              | Item |  |  |  |
|      | Fixed:_____ Value related:_____ Time related:_____                                                      |      |  |  |  |
| B3.4 | Previous work – dimensional accuracy                                                                    | Item |  |  |  |
|      | Fixed:_____ Value related:_____ Time related:_____                                                      |      |  |  |  |
| B3.5 | Previous work – defects                                                                                 | Item |  |  |  |
|      | Fixed:_____ Value related:_____ Time related:_____                                                      |      |  |  |  |
|      | Services – known                                                                                        |      |  |  |  |

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| B3.6  | Fixed:_____ Value related:_____ Time related:_____            | Item |  |  |  |
|       | Services – unknown                                            |      |  |  |  |
| B3.7  | Fixed:_____ Value related:_____ Time related:_____            | Item |  |  |  |
|       | Protection of trees                                           |      |  |  |  |
| B3.8  | Fixed:_____ Value related:_____ Time related:_____            | Item |  |  |  |
|       | Articles of value                                             |      |  |  |  |
| B3.9  | Fixed:_____ Value related:_____ Time related:_____            | Item |  |  |  |
|       | Inspection of adjoining properties                            |      |  |  |  |
| B3.10 | Fixed:_____ Value related:_____ Time related:_____            | Item |  |  |  |
|       |                                                               |      |  |  |  |
| B3.11 | <b>MANAGEMENT OF CONTRACT</b>                                 | Item |  |  |  |
|       | Management of the works                                       |      |  |  |  |
|       | Fixed:_____ Value related:_____ Time related:_____            |      |  |  |  |
|       | Programme for the works                                       |      |  |  |  |
| B4.1  | Fixed:_____ Value related:_____ Time related:_____            | Item |  |  |  |
|       | Progress meetings                                             |      |  |  |  |
| B4.2  | Fixed:_____ Value related:_____ Time related:_____            | Item |  |  |  |
|       | Technical meetings                                            |      |  |  |  |
| B4.3  | Fixed:_____ Value related:_____ Time related:_____            | Item |  |  |  |
|       | Labour and plant records                                      |      |  |  |  |
| B4.4  | Fixed:_____ Value related:_____ Time related:_____            | Item |  |  |  |
|       |                                                               |      |  |  |  |
| B4.5  | <b>SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS</b> | Item |  |  |  |
|       | Samples of materials                                          |      |  |  |  |

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|------|----------------------------------------------------|------|--|--|--|
|      | Fixed:_____ Value related:_____ Time related:_____ |      |  |  |  |
| B5.1 | Workmanship samples                                | Item |  |  |  |
|      | Fixed:_____ Value related:_____ Time related:_____ |      |  |  |  |
| B5.2 | Shop drawings                                      | Item |  |  |  |
|      | Fixed:_____ Value related:_____ Time related:_____ |      |  |  |  |
| B5.3 | Compliance with manufacturers' instructions        | Item |  |  |  |
|      | Fixed:_____ Value related:_____ Time related:_____ |      |  |  |  |
| B5.4 |                                                    | Item |  |  |  |
|      | <b>TEMPORARY WORKS AND PLANT</b>                   |      |  |  |  |
|      | Deposits and fees                                  |      |  |  |  |
|      | Fixed:_____ Value related:_____ Time related:_____ |      |  |  |  |
| B6.1 | Enclosure of the works                             | Item |  |  |  |
|      | Fixed:_____ Value related:_____ Time related:_____ |      |  |  |  |
| B6.2 | Advertising                                        | Item |  |  |  |
|      | Fixed:_____ Value related:_____ Time related:_____ |      |  |  |  |
| B6.3 | Plant, equipment, sheds and offices                | Item |  |  |  |
|      | Fixed:_____ Value related:_____ Time related:_____ |      |  |  |  |
| B6.4 | Main notice board                                  | Item |  |  |  |
|      | Fixed:_____ Value related:_____ Time related:_____ |      |  |  |  |
| B6.5 | Subcontractors' notice board                       | Item |  |  |  |
|      | Fixed:_____ Value related:_____ Time related:_____ |      |  |  |  |
| B6.6 | <b>TEMPORARY SERVICES</b>                          | Item |  |  |  |

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|------|----------------------------------------------------|------|--|--|--|
|      | Location                                           |      |  |  |  |
|      | Fixed:_____ Value related:_____ Time related:_____ |      |  |  |  |
| B7.1 | Water                                              | Item |  |  |  |
|      | Fixed:_____ Value related:_____ Time related:_____ |      |  |  |  |
| B7.2 | Electricity                                        | Item |  |  |  |
|      | Fixed:_____ Value related:_____ Time related:_____ |      |  |  |  |
| B7.3 | Telecommunication facilities                       | Item |  |  |  |
|      | Fixed:_____ Value related:_____ Time related:_____ |      |  |  |  |
| B7.4 |                                                    | Item |  |  |  |
|      | Ablution facilities                                |      |  |  |  |
|      | Fixed:_____ Value related:_____ Time related:_____ |      |  |  |  |
| B7.5 | <b>PRIME COST AMOUNTS</b>                          | Item |  |  |  |
|      | Responsibility for prime cost amounts              |      |  |  |  |
|      | Fixed:_____ Value related:_____ Time related:_____ |      |  |  |  |
| B8.1 | <b>ATTENDANCE ON N/S SUBCONTRACTORS</b>            | Item |  |  |  |
|      | General attendance                                 |      |  |  |  |
|      | Fixed:_____ Value related:_____ Time related:_____ |      |  |  |  |
| B9.1 | Special attendance                                 | Item |  |  |  |
|      | Fixed:_____ Value related:_____ Time related:_____ |      |  |  |  |
| B9.2 | Commissioning – fuel, water and electricity        | Item |  |  |  |
|      | Fixed:_____ Value related:_____ Time related:_____ |      |  |  |  |
| B9.3 | <b>FINANCIAL ASPECTS</b>                           | Item |  |  |  |
|      | Statutory taxes, duties and levies                 |      |  |  |  |

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|       | Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                          |      |  |  |  |
| B10.1 | Payment for preliminaries                                                                                                                                                                                   | Item |  |  |  |
|       | Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                          |      |  |  |  |
| B10.2 | Adjustment of preliminaries                                                                                                                                                                                 | Item |  |  |  |
|       | Clauses B10.3.1 and B10.3.2 are amended by replacing<br>“within fifteen (15) working days of taking possession of the<br>site” with “when submitting his priced bills of quantities /<br>lump sum document” |      |  |  |  |
|       | Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                          |      |  |  |  |
| B10.3 | Payment certificate cash flow                                                                                                                                                                               | Item |  |  |  |
|       | Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                          |      |  |  |  |
| B10.4 | <b>GENERAL</b>                                                                                                                                                                                              |      |  |  |  |
|       | Protection of the works                                                                                                                                                                                     | Item |  |  |  |
|       | Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                          |      |  |  |  |
| B11.1 | Protection / isolation of existing / sectionally occupied works                                                                                                                                             | Item |  |  |  |
|       | Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                          |      |  |  |  |
| B11.2 | Security of the works                                                                                                                                                                                       | Item |  |  |  |
|       | Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                          |      |  |  |  |
| B11.3 | Notice before covering work                                                                                                                                                                                 | Item |  |  |  |
|       | Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                          |      |  |  |  |
| B11.4 | Disturbance                                                                                                                                                                                                 | Item |  |  |  |
|       | Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                          |      |  |  |  |
| B11.5 | Environmental disturbance                                                                                                                                                                                   | Item |  |  |  |
|       | Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                          |      |  |  |  |
| B11.6 | Works cleaning and clearing                                                                                                                                                                                 |      |  |  |  |

|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |      |  |  |  |
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| B11.7  | Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Item |  |  |  |
|        | Vermin                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |      |  |  |  |
| B11.8  | Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Item |  |  |  |
|        | Overhand work                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |      |  |  |  |
| B11.9  | Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Item |  |  |  |
|        | Instruction manuals and guarantees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |      |  |  |  |
| B11.10 | Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Item |  |  |  |
|        | As built information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |      |  |  |  |
| B11.11 | Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Item |  |  |  |
|        | Tenant installations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |      |  |  |  |
| B11.12 | Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Item |  |  |  |
|        | <b>SCHEDULE OF VARIABLES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      |  |  |  |
|        | Schedule of variables                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |      |  |  |  |
| B12.1  | Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Item |  |  |  |
|        | <p>This schedule contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries</p> <p>Spaces requiring information must be filled in, shown as “not applicable” or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the schedule. Key cross reference clauses are <i>italicized</i> in [ ] brackets</p> <p>12.1 PRE-TENDER INFORMATION</p> <p>12.1.1 Provisional bills of quantities</p> |      |  |  |  |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |  |  |  |
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|  | <p>[2.2] The quantities are provisional (yes/no)</p> <p>12.1.2 Availability of construction documentation</p> <p>[2.3] Construction documentation is complete (yes/no)</p> <p>12.1.3 Interests of agents</p> <p>[2.4] Details:</p> <p>12.1.4 Defined works area</p> <p>[3.1] Details:</p> <p>12.1.5 Geotechnical investigation</p> <p>[3.2] Details:</p> <p>12.1.6 Existing premises occupied</p> <p>[3.4] Specific requirements:</p> <p>12.1.7 Previous work – dimensional accuracy</p> <p>[3.5] Details:</p> <p>12.1.8 Previous work – defects</p> <p>[3.6] Details:</p> <p>12.1.9 Services – known</p> <p>[3.7] Details:</p> <p>12.1.10 Protection of trees</p> <p>[3.9] Specific requirements:</p> <p>12.1.11 Inspection of adjoining properties</p> <p>[3.11] Specific requirements:</p> <p>12.1.12 Enclosure of the works</p> <p>[6.2] Specific requirements:</p> <p>12.1.13 Offices</p> <p>[6.4.3] Specific requirements:<br/> The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal 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> |  |  |  |  |
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|  | <p>12.1.14 Main notice board<br/> [6.5] Specific requirements:<br/> The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering</p> <p>12.1.15 Subcontractors' notice board<br/> [6.6] A notice board is required (yes/no)<br/> Specific requirements:</p> <p>12.1.16 Water<br/> [7.2] Option A (by contractor) (yes/no)<br/> <br/> Option B (by employer – free of charge) (yes/no)<br/> <br/> Option C (by employer – metered) (yes/no)</p> <p>12.1.17 Electricity<br/> [7.3] Option A (by contractor) (yes/no)<br/> <br/> Option B (by employer – free of charge) (yes/no)<br/> <br/> Option C (by employer – metered) (yes/no)</p> <p>12.1.18 Telecommunications<br/> [7.4] Telephone (yes/no)<br/> <br/> Facsimile (yes/no)<br/> <br/> E-mail (yes/no)</p> |  |  |  |  |
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|  | 12.1.19 Ablution facilities                                                                                                                                                                                                                                                               |          |  |  |  |
|  | [7.5] Option A (by contractor)                                                                                                                                                                                                                                                            | (yes/no) |  |  |  |
|  | Option B (by employer)                                                                                                                                                                                                                                                                    | (yes/no) |  |  |  |
|  | 12.1.20 Protection of existing/sectionally occupied works                                                                                                                                                                                                                                 |          |  |  |  |
|  | [11.2] Protection is required                                                                                                                                                                                                                                                             | (yes/no) |  |  |  |
|  | 12.1.21 Special attendance                                                                                                                                                                                                                                                                |          |  |  |  |
|  | [9.2] Subcontractor (1) details:                                                                                                                                                                                                                                                          |          |  |  |  |
|  | Subcontractor (2) details:                                                                                                                                                                                                                                                                |          |  |  |  |
|  | Subcontractor (3) details:                                                                                                                                                                                                                                                                |          |  |  |  |
|  | Subcontractor (4) details:                                                                                                                                                                                                                                                                |          |  |  |  |
|  | 12.1.22 Protection of the works                                                                                                                                                                                                                                                           |          |  |  |  |
|  | [11.1] Specific requirements:                                                                                                                                                                                                                                                             |          |  |  |  |
|  | 12.1.23 Disturbance                                                                                                                                                                                                                                                                       |          |  |  |  |
|  | [11.5] Specific requirements:<br>The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent |          |  |  |  |
|  | 12.1.24 Environmental disturbance                                                                                                                                                                                                                                                         |          |  |  |  |
|  | [11.6] Specific requirements:                                                                                                                                                                                                                                                             |          |  |  |  |
|  | 12.2 POST-TENDER INFORMATION                                                                                                                                                                                                                                                              |          |  |  |  |
|  | 12.2.1 Payment of preliminaries                                                                                                                                                                                                                                                           |          |  |  |  |
|  | [10.2] Option A (prorated)                                                                                                                                                                                                                                                                | (yes/no) |  |  |  |
|  | Option B (calculated)                                                                                                                                                                                                                                                                     | (yes/no) |  |  |  |
|  | 12.2.2 Adjustment of preliminaries                                                                                                                                                                                                                                                        |          |  |  |  |
|  | [10.3] Option A (three categories)                                                                                                                                                                                                                                                        | (yes/no) |  |  |  |
|  | Option B (detailed breakdown)                                                                                                                                                                                                                                                             | (yes/no) |  |  |  |

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| C1 | <p>12.2.3 Additional agreed preliminaries items<br/>Details:</p> <p>Carried forward to Summary of Section no1</p> <p>Section No1<br/>Bill No1<br/>Preliminaries: Section B</p> <p><b>SECTION C: SPECIFIC PRELIMINARIES</b></p> <p>Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item</p> <p><b>CONTRACT DRAWINGS</b></p> <p>* Select relevant paragraph and delete whichever is not applicable depending on whether the contract is based on a bills of quantities or lump sum document</p> <p>* The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed</p> <p>* A full set of drawings is issued with the tender documents indicating the full scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed</p> <p>Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><b>GENERAL PREAMBLES</b></p> <p>The document "Specification of Materials and Methods to be used (PW371)" is obtainable on the Department's website (<a href="http://www.publicworks.gov.za/">http://www.publicworks.gov.za/</a> under "Consultants Guidelines"), and shall be read in conjunction with the bills of</p> | Item | R |  |  |
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| C2 | <p>quantities / lump sum document and be referred to for the full descriptions of work to be done and materials to be used</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><b>TRADE NAMES</b></p> <p>Wherever a trade name for any product has been described in the bills of quantities / lump sum document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders</p> <p>If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> | Item |  |  |  |
| C3 | <p><b>IMPORTED MATERIALS AND EQUIPMENT</b></p> <p>Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer)</p> <p>Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>                                                            | Item |  |  |  |
| C4 | <p><b>VIEWING THE SITE IN SECURITY AREAS</b></p> <p>The site is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the site for tendering purposes</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Item |  |  |  |

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| C5 | <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><b>COMMENCEMENT OF WORKS IN SECURITY AREAS</b></p> <p>As the works falls within a security area the contractor must give the unit commander or other responsible officer notice before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>                                                                            | Item |  |  |  |
| C6 | <p><b>ENTRANCE PERMITS TO SECURITY AREAS</b></p> <p>As the works falls within a security area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>                                                                                                  | Item |  |  |  |
| C7 | <p><b>SECURITY CHECK OF PERSONNEL</b></p> <p>The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified</p> <p>In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> | Item |  |  |  |

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| C8 | <p><b>PROHIBITION ON TAKING OF PHOTOGRAPHS</b></p> <p>In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister</p> <p>The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Item |  |  |  |
| C9 | <p><b>HIV/AIDS AWARENESS</b></p> <p>It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained</p> <p>The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment</p> <p><b>AWARENESS CHAMPION</b></p> | Item |  |  |  |

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| C10.1 | <p>Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><b>AWARENESS WORKSHOPS</b></p>                                                                                                                                                                                                                                                        |      |  |  |  |
| C10.2 | <p>Selection and appointment of a competent Service Provider approved by the principal agent, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><b>POSTERS, BOOKLETS, VIDEOS, ETC.</b></p> | Item |  |  |  |
| C10.3 | <p>Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><b>ACCESS TO CONDOMS</b></p>                                                                                                                                                                                                 | Item |  |  |  |
| C10.4 | <p>Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><b>MONITORING</b></p>                                                                                                                                                                          | Item |  |  |  |
|       | <p>Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification</p>                                                                                                                                                                                                                 |      |  |  |  |

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| C10.5 | <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><b>OCCUPATIONAL HEALTH AND SAFETY ACT</b></p> <p>The contractor shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)</p> <p>It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document</p> <p>The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment</p> <p>Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> | Item |  |  |  |
| C11   | <p>Carried forward to Summary of Section No1</p> <p>Section No1<br/>Bill No1</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Item |  |  |  |

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|  | <p>Preliminaries: Section C</p> <p><b>SECTION NO.1</b></p> <p><b>BILL NO. 2</b></p> <p><b>OCCUPATIONAL HEALTH AND SAFETY</b></p> <p>NOTE: Bidders are advised to study the Occupational Health and Safety Act, (Act No. 85 of 1993) including the Construction Regulations before pricing this bill. Bidders must note that it is compulsory to price all items as specified regarding Health and Safety in this bill, the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations.</p> <p>FAILURE TO DO SO WILL INVALIDATE THE TENDER.</p> <p>The following items serves as a breakdown of the expected cost items for the requirements of the Act and have to be duly completed and returned with the tender form (refer to the Occupational Health and Safety Specification for detail of clauses as listed)</p> <p><b>GENERAL</b></p> <p>Fulfil the duties of the Principal Contractor as set out in the Construction Regulations 2003 No. R. 1010 promulgated 18 July 2003 as Clause 1.2</p> <p>1 Requirements regarding the health and safety plan as Clause 1.3</p> <p>2 Requirements regarding Sub-Contractors, Suppliers and Designers as Clause 1.4</p> <p>3 Requirements regarding the health and safety file as Clause 1.5</p> <p>4 Undertaking by Principal Contractor and Sub Contractors appointed by the Principal Contractor as Clause 1.7</p> <p>5 <b>INFORMATION REQUIREMENTS</b></p> <p>Requirements regarding General Information as Clause 5.1</p> |      | R |  |  |
|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Item |   |  |  |
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| 6  | Requirements regarding Occupational Health and Safety Environmental Management as Clause 5.2 |      |  |  |  |
| 7  | Requirements regarding Hazard Identification, Risk Assessment and Control as Clause 5.3      | Item |  |  |  |
| 8  | Requirements regarding Health and Safety Plan as Clause 5.4                                  | Item |  |  |  |
| 9  | Requirements regarding Programme as Clause 5.5                                               | Item |  |  |  |
| 10 | <b>GENERAL SITE SAFETY</b>                                                                   | Item |  |  |  |
|    | Safety training and education as Clause 6.1                                                  | Item |  |  |  |
| 11 | Recording and reporting of injuries as Clause 6.2                                            |      |  |  |  |
| 12 | First Aid as Clause 6.3                                                                      | Item |  |  |  |
| 13 | Fire protection and prevention as Clause 6.4                                                 | Item |  |  |  |
| 14 | Site Emergency Procedures as Clause 6.5                                                      | Item |  |  |  |
| 15 | Housekeeping as Clause 6.6                                                                   | Item |  |  |  |
| 16 | Stacking and Storage as Clause 6.7                                                           | Item |  |  |  |
| 17 | Illumination as Clause 6.8                                                                   | Item |  |  |  |
| 18 | Sanitation/Hygiene as Clause 6.9                                                             | Item |  |  |  |
| 19 | Personal Protective Equipment as Clause 6.10                                                 | Item |  |  |  |
| 20 | Permit to work requirements as Clause 6.11                                                   | Item |  |  |  |
| 21 | Lock-out as Clause 6.12                                                                      | Item |  |  |  |
| 22 | Monthly Health and Safety audits as Clause 6.13                                              | Item |  |  |  |
| 23 | Management review as Clause 6.14                                                             | Item |  |  |  |
| 24 | Provision of information as Clause 6.15                                                      | Item |  |  |  |
| 25 | Stop the execution of construction work as Clause 6.16                                       | Item |  |  |  |
| 26 |                                                                                              |      |  |  |  |

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| 27 | Handing over of Project Health and Safety file as Clause 6.17     | Item |  |  |  |
| 28 | Records and records management as Clause 6.18                     | Item |  |  |  |
|    | <b>HAZARDS INHERENT IN THE DESIGN</b>                             |      |  |  |  |
| 29 | Requirements regarding hazards inherent in the design as Clause 7 | Item |  |  |  |
|    | <b>CHEMICAL HAZARDS</b>                                           |      |  |  |  |
| 30 | Substances as Clause 8.1                                          | Item |  |  |  |
| 31 | Substances as Clause 8.2                                          |      |  |  |  |
|    | <b>SAFETY HAZARDS</b>                                             | Item |  |  |  |
| 32 | Hand tools as Clause 9.1.1                                        | Item |  |  |  |
| 33 | Portable electric tools as Clause 9.1.2                           |      |  |  |  |
| 34 | Excavations as Clause 9.2                                         | Item |  |  |  |
| 35 | Electrical installations as Clause 9.3                            | Item |  |  |  |
| 36 | Use and storage of flammable liquids as Clause 9.4                | Item |  |  |  |
| 37 | Disposal of material as Clause 9.5                                | Item |  |  |  |
| 38 | Welding and cutting as Clause 9.6                                 | Item |  |  |  |
| 39 | Vessels under pressure as Clause 9.7                              | Item |  |  |  |
| 40 | Ladders as Clause 9.8                                             | Item |  |  |  |
|    | <b>PHYSICAL HAZARDS</b>                                           | Item |  |  |  |
| 41 | Noise as Clause 11.1                                              | Item |  |  |  |
|    | <b>SITE WIDE ELEMENTS</b>                                         |      |  |  |  |
| 42 | Site access and egress as Clause 12.1                             | Item |  |  |  |
|    | Visitors to the site as Clause 12.2                               |      |  |  |  |

|    |                                                            |      |   |  |  |
|----|------------------------------------------------------------|------|---|--|--|
| 43 | Deliveries as Clause 12.3                                  | Item |   |  |  |
| 44 | Emergencies as Clause 12.4                                 | Item |   |  |  |
| 45 | Location of temporary site accommodation as Clause 12.5    | Item |   |  |  |
| 46 | Location of materials unloading and storage as Clause 12.6 | Item |   |  |  |
| 47 | Traffic and pedestrian routes as Clause 12.7               | Item |   |  |  |
| 48 | Environment as Clause 12.8                                 | Item |   |  |  |
| 49 | Notification of construction work as Clause 2.2.1          | Item |   |  |  |
| 50 | Safety as Clause 12.9                                      | Item |   |  |  |
| 51 | <b>CONTINUING LIAISON</b>                                  | Item |   |  |  |
|    | Continuing liaison as Clause 13                            | Item |   |  |  |
| 52 | Unforeseen eventualities as Clause 13.1                    |      |   |  |  |
| 53 | Site liaison as Clause 13.2                                | Item |   |  |  |
| 54 | Health and safety file as Clause 13.3                      | Item |   |  |  |
| 55 | Design development as Clause 13.4                          | Item |   |  |  |
| 56 |                                                            | Item |   |  |  |
|    |                                                            | Item |   |  |  |
|    | Carried forward to Summary of Section No1                  |      |   |  |  |
|    | Section No1                                                |      |   |  |  |
|    | Bill No2                                                   |      |   |  |  |
|    | Occupational Health and Safety                             |      |   |  |  |
|    |                                                            |      | R |  |  |



|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |  |  |  |
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|  | <p><b>SECTION 2</b></p> <p><b>BILL NO. 1</b></p> <p><b>ALTERATIONS AND REPAIR WORK</b></p> <p>Existing structures</p> <p>In taking down and removing existing work, the outmost care shall be observed to prevent any structural or other damage to the adjoining building and the Contractor shall provide all shoring, needle, strutting, etc. to ensure the stability of all structures during the alteration work. Any damage to the structure and/or building as well as the rectification of same will be for the Contractor`s account.</p> <p>Services</p> <p>Special care shall be exercised during the progress of the work to ensure that the water supply pipes, telephone and other services which may be encountered are not interfered with and notice shall be given to the Representative Agent if any disconnection or alterations become necessary. Any damage to such services shall be to the contractor`s account.</p> <p>Dust and noise</p> <p>The Contractor is to take all necessary precautions to the satisfaction of the Representative Agent to prevent any nuisance from the dust and/or noise whilst carrying out the work.</p> <p>Disposal of debris</p> <p>The Contractor shall be responsible for the removal from site of all materials, debris and rubbish resulting from the work and the removal is deemed to be included in the rates unless otherwise specified.</p> <p>Old materials</p> |  |  |  |  |
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|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |  |  |  |
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|  | <p>Old materials from the alterations, unless where described to be re-used or handed over, as well as all rubbish, etc. must regularly be carted away from site and not be allowed to accumulate on or around the site.</p> <p>Old materials not to be re-used unless where instructed</p> <p>None of the old materials are to be re-used for new work, unless where specifically instructed by the agent or described as being set aside for re-use. If materials are not to be re-used for they will be handed over to the builder.</p> <p>Handing over of materials</p> <p>Where certain materials or articles from demolitions or alterations are described as to be handed over by the Contractor to the representative/ Agent, such materials or articles shall be properly stored by the contractor until handing over thereof. The Contractor must obtain an official receipt listing materials or articles and dates of handing over. If the Contractor fails to submit the receipt when requested, It shall be deemed that the materials or articles are still in his possession and he will be held liable to the client for the full replacement value thereof, which amount will be deducted from any monies due to the Contractor.</p> <p>Temporary support to openings through existing walls</p> <p>Making openings, altering openings in existing walls and Removing of lintols above existing openings shall be done with the outmost care to prevent any structural damage. All necessary supports, propping, shoring, needling strutting, turning pieces, etc. to wall openings is deemed to be included in the Contractor`s rates.</p> <p>Demolitions and Alterations</p> <p>Allow for making good in all trades to existing work where dmaged or disturbed or defaced in any way through alterations, with all necessary new materials to match existing and leave complete and perfect in every respect.</p> <p><b>BUILDING REPAIR WORK</b></p> |  |  |  |  |
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|   | <p>Repair vandalized and damaged ablution facilities at the Stadium</p> <p><b>NORTHERN, SOUTHERN, AND EASTERN PAVILLION BLOCK</b></p> <p><b>NB: The Contractor should do a site visit before tendering to certify the work to be completed.</b></p> <p><b>Replace Copper pipes – Supply and Install stolen 15 and 25mm copper pipe from the ceiling at Northern and Eastern pavillion.</b></p> <p>Make good all damaged areas including plaster, ceiling, wooden doors and surfaces. Repaint with the paint to match the existing</p> <p><b>Gentlemen Toilets</b></p> <p>22mm Copper pipe welded properly and tested for leakage from gentlemen to disabled to ladies toilets.</p> <p>15mm Copper pipe to Metal Urinal welded properly and tested for leakage</p> <p>15mm Copper pipe from the basin to join horizontally the main 22mm Copper pipe supplier from the geyser.</p> <p>15mm Pillar Taps</p> <p><b>Ladies Toilets</b></p> <p>15mm Copper pipe from the basin to join the main 22mm Copper pipe supplier from the geyser.</p> <p>15mm Pillar Taps</p> <p><b>Disabled Toilets</b></p> |    |     |  |  |
| 1 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |    |     |  |  |
| 2 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | m  | 200 |  |  |
| 3 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | m  | 60  |  |  |
| 4 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | m  | 80  |  |  |
|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | no | 80  |  |  |
| 5 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |    |     |  |  |
| 6 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | m  | 80  |  |  |
|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | no | 80  |  |  |

|    |                                                                                                                                                     |    |     |  |  |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------|----|-----|--|--|
| 7  | 22mm Copper pipe welded properly and tested for leakage from the geyser and main feeder to join the 22 main supplier feeding the 15mm copper pipes. | m  | 80  |  |  |
| 8  | 15mm Copper pipe welded properly and tested for leakage joining the 22mm copper pipe.                                                               | m  | 15  |  |  |
| 9  | 15mm Pillar Taps                                                                                                                                    | no | 10  |  |  |
|    | <b>Kitchen</b>                                                                                                                                      |    |     |  |  |
| 10 | 15mm Copper pipe welded properly and tested for leakage from the sink to join the 22mm Copper pipe feeder to be installed.                          | m  | 90  |  |  |
| 11 | Kitchen sink Pillar Taps                                                                                                                            | no | 18  |  |  |
|    | <b>Fittings</b>                                                                                                                                     |    |     |  |  |
|    | Replace and fit stolen copper fittings to facilitate water reticulation                                                                             |    |     |  |  |
| 12 | 22mm Copper brass rings                                                                                                                             | no | 180 |  |  |
| 13 | 15mm Copper brass rings                                                                                                                             | no | 420 |  |  |
| 14 | 22mm x 15mm Copper elbow                                                                                                                            | no | 30  |  |  |
| 16 | 15mm x 15mm Copper elbow                                                                                                                            | no | 200 |  |  |
| 17 | 22mm x 22mm x 15mm Copper Tee reducer                                                                                                               | no | 150 |  |  |
| 18 | Brass compression stop cock                                                                                                                         | no | 30  |  |  |
| 19 | 400g of Jointing compound to hold water                                                                                                             | no | 10  |  |  |
|    | <b>Replace and install: Copper pipe at the geyser and from the main feeder.</b>                                                                     |    |     |  |  |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |     |  |  |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----|--|--|
| 20 | Replace and install stolen copper pipe, inlet and outlet of the geyser.                                                                                                                                                                                                                                                                                                                                                                    |                |     |  |  |
| 21 | 22mm of Copper elbow                                                                                                                                                                                                                                                                                                                                                                                                                       | no             | 32  |  |  |
| 22 | 22mm of Copper Tee equal                                                                                                                                                                                                                                                                                                                                                                                                                   | no             | 10  |  |  |
|    | 22mm of Copper brass/olive                                                                                                                                                                                                                                                                                                                                                                                                                 | no             | 120 |  |  |
|    | <b>WESTERN PAVILLION AT ADMINISTRATION BLOCK</b>                                                                                                                                                                                                                                                                                                                                                                                           |                |     |  |  |
|    | <b>Windows</b>                                                                                                                                                                                                                                                                                                                                                                                                                             |                |     |  |  |
| 23 | 505 of 60mm X 60mm fitted windows and tested for leakage on western pavilion site. Replace all 5mm thick plastic rubber seal with 10 mm thick plastic rubber seal on a 600 X 600 mm window frames to fasten, closing and water tight properly. 5 M of Aluminium rubber seal                                                                                                                                                                | no             | 505 |  |  |
|    | <b>Floor</b>                                                                                                                                                                                                                                                                                                                                                                                                                               |                |     |  |  |
| 24 | Remove existing damaged 5 X 5 M floor sealer and cast with 5L Protect sealer (TFC Deep Seal solvent based penetrating sealer) of non-slippery rain/water with two coats to strengthen the seal.                                                                                                                                                                                                                                            | m <sup>2</sup> | 30  |  |  |
|    | <b>Channel</b>                                                                                                                                                                                                                                                                                                                                                                                                                             |                |     |  |  |
| 25 | On a Northern and Southern pavilion sites near Administration office at the passages remove existing paving blocks and clear the sites. Excavate 100mm of existing natural ground level at 25 X 2.5 M and cast a concrete open channel at 65 degrees with a 80/100mm thickness to drive away storm water away from the existing building to join existing gradient towards a storm water channel. Use building cement and PPC to construct | m              | 40  |  |  |
|    | <b>Palisade Fence</b>                                                                                                                                                                                                                                                                                                                                                                                                                      |                |     |  |  |
| 26 |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |     |  |  |

|  |                                                                                                                                                             |   |    |  |  |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----|--|--|
|  | <p>Remove and replace all damaged 3 M X 1.8 M Palisade fence panel and colour code with existing palisade fence at Southern and Eastern pavilion sites.</p> | m | 15 |  |  |
|  | <p>Carried FORWARD to Summary of Section No.2</p> <p>Section No. 2<br/> Bill No. 1<br/> Alterations and Repair Work</p> <p><b>SECTION 2</b></p>             |   | R  |  |  |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |  |  |  |
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|  | <p><b>BILL NO. 2</b></p> <p><b>STRUCTURAL STEELWORK</b></p> <p>NOTE: Tenderers are advised to study the Preambles for Trades before pricing this bill.</p> <p>SUPPLEMENTARY PREAMBLES</p> <p>Items, materials or methods to be used specified by trade name or catalogue numbers are only an indication of the quality required. Items, materials or other approved may be used with prior approval from the departmental inspector</p> <p><b>NB: The Main Contractor must appoint a Professional Structural Engineer to compile a Structural Assessment Report of the existing Superstructure and to perform construction supervision before any Structural Steelwork can be performed on site.</b></p> <p>CONNECTIONS</p> <p><b>NB: The Main Contractor must appoint a Specialist Steel Contractor for the removal of corrosion, to apply steel primer, first and final layers of steel paint, and to perform the welded and bolted connections to the existing Steel Structure on site.</b></p> <p><b>NB: The Main Contractor must appoint a Specialist Contractor to perform chemical anchoring of the hold down bolts on the reinforced concrete beams and columns.</b></p> <p>NB: Only SABS approved construction material to be used on the construction site.</p> <p><b>Welded Connections</b></p> |  |  |  |  |
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|   |                                                                                                                                                                                                                                                     |                |     |  |  |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----|--|--|
| 1 | NB: Some of the welded connections on the existing steel beams are not continuous.<br><br>Carryout remedial work on the existing welded connections with a weld thickness of 6mm.                                                                   | m              | 30  |  |  |
| 2 | <b>Bolted Connections</b>                                                                                                                                                                                                                           |                |     |  |  |
| 3 | Drilling of Holes for M20 hexagonal bolts through 15mm thick structural steel member (I section: 167 X191 X 15mm "Universal beams").                                                                                                                | no             | 350 |  |  |
| 4 | Installation of M20 hexagonal bolts, nuts and washers for M20 hexagonal bolts on the structural steel beams to connect the I section 167 X 191 X 15mm to the applicable steel plates. NB: To connect steel to steel were applicable.                | no             | 350 |  |  |
| 5 | Installation of High Tensile Strength Steel cleats (100 X 100 X 4 mm equal length and a length of 700mm).                                                                                                                                           | no             | 70  |  |  |
| 6 | Drilling of holes through the 4mm thick steel cleats (100 X 100 X 4 mm equal length and a length of 700mm). <b>NB: 5 holes per steel cleat</b>                                                                                                      | no             | 350 |  |  |
| 7 | Application of high strength, structural cast epoxy resin to reinforced concrete member for bolt anchoring. <b>NB: for installation of M10 hold down bolts with epoxy resins please refer to the epoxy product instructions and specifications.</b> | no             | 350 |  |  |
|   | <b>Remedial work on the existing reinforced concrete structure.</b>                                                                                                                                                                                 |                |     |  |  |
|   | Application of a high strength grout to finish off exposed concrete surface.                                                                                                                                                                        | m <sup>2</sup> | 200 |  |  |
| 9 | <b>Removal and prevention of Corrosion on the Existing Steel Structure</b>                                                                                                                                                                          |                |     |  |  |

|    |                                                                                                                                                                                                  |                |     |  |  |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----|--|--|
| 10 | Supply and apply approved rust removal product for structural steel where corrosion is detected and is visible.<br><b>NB: Strictly according to the instructions of the product manufacturer</b> | m <sup>2</sup> | 30  |  |  |
| 11 | Supply and Apply steel primer (peroxide primer) to exposed spots and areas                                                                                                                       | m <sup>2</sup> | 100 |  |  |
|    | Supply and Apply two coats of steel paint to structural steel members.                                                                                                                           | m <sup>2</sup> | 250 |  |  |
|    | <b>NB: Please make allocations for the use formwork and falsework on the construction.</b>                                                                                                       |                |     |  |  |
|    | Carried FORWARD to Summary of Section No.2                                                                                                                                                       |                | R   |  |  |
|    | Section No. 2<br>Bill No. 2<br>Structural Steelwork                                                                                                                                              |                |     |  |  |
|    | SUMMARY                                                                                                                                                                                          |                |     |  |  |
|    | <b>SECTION NO. 2</b>                                                                                                                                                                             |                |     |  |  |





**FREE STATE PROVINCIAL GOVERNMENT**  
**DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**

**TENDER NO:** DPWFS (T) 012/2021

**DESCRIPTION:** MAJOR RENOVATION OF FEZILE DABI STADIUM AT PARYS.

### **C3 Scope of Work**

#### **3.1 DESCRIPTION OF THE WORKS**

##### **3.1.1. Employer's objectives**

The employer's objective is to do renovations and alteration work to the building as follows:

1. Repair all plumbing work (Stolen copper pipes and pillar taps at Tumahole Parys Stadium toilets and kitchen).
2. Repair/Replace ceiling where damaged.
3. Paint work at the existing structural steel works repairs for colour code.
4. Fencing at Eastern pavilion side(Palisade steel fence).

**At Parys Fezile Debi Stadium in a period of six(6) months.**

##### **3.1.2. Extent of the works**

It is important to note that all development and construction criteria, building methods and material to be used must comply with the National Building Regulations, SANS Specification as well as Norms and Standards of Free State Department of Public Works and Infrastructure.

##### **3.1.3 Location of the works**

The proposed site for the **MAJOR RENOVATION OF FEZILE DABI STADIUM** is located at **Parys, Free State**.

**The coordinates of the site are (Latitude: -26.919174 North Longitude: 27.4775148 East)**

##### **3.1.4 Temporary works**

All the works will be executed within the property boundary of the site.

#### **3.2 Drawings**

Tender drawings stage are attached in the document

#### **3.3 Procurement**

##### **3.3.1. Preferential procurement procedures**

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule

## **PART C4: SITE INFORMATION**

### **C4 – Site Information**

**FREE STATE PROVINCIAL GOVERNMENT**

**DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**

**TENDER NO:** DPWFS (T) 012/2021

**DESCRIPTION:** MAJOR RENOVATION OF FEZILE DABI STADIUM AT PARYS.

**C4. Site Information**

The proposed site for major renovation of **Fezile Dabi Stadium** is located at **Parys Tumahole, Free State**

