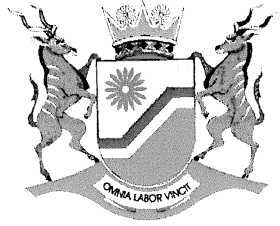


MPUMALANGA PROVINCIAL GOVERNMENT



**DEPARTMENT OF CO- OPERATIVE GOVERNANCE
&TRADITIONAL AFFAIRS**

BID NUMBER: CGT/109/24/MP

**APPOINTMENT OF A SERVICE PROVIDER
FOR RENOVATIONS OF MDHLULI
TRADITIONAL COUNCILS OFFICES AT
MAKOKO IN MBOMBELA LOCAL
MUNICIPALITY WITHIN EHLANZENI
DISTRICT OF THE MPUMALANGA
PROVINCE**

ISSUED BY:

Department of Co- Operative Governance & Traditional affairs
Private Bag X11304
Mbombela
1200

NAME OF BIDDER:

TOTAL BID PRICE (all inclusive) :.....

(Also in words):

.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS					
BID NUMBER:	CGT/109/24/MP	CLOSING DATE:	02 AUGUST 2024	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES AT MAKOKO IN MBOMBELA LOCAL MUNICIPALITY WITHIN EHLANZENI DISTRICT OF THE MPUMALANGA PROVINCE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini, SIYABUSWA Old Parliament Building, Building No. 1, Job Skhosana Street, Siyabuswa.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. EE Sibiya		CONTACT PERSON	Mr. T Mutavayi	
TELEPHONE NUMBER	013 766 6245 / 6969		TELEPHONE NUMBER	076 295 3313	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	esibiya@mpg.gov.za		E-MAIL ADDRESS	Ted.mutavayi@gmail.com	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ 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

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

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

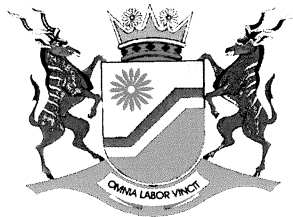
SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

APPOINTMENT OF A SERVICE PROVIDER FOR THE RENOVATIONS OF MDHLULI TRADITIONAL COUNCIL
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MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF CO-OPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS
COGTA

BID DOCUMENT

BID NO. CGT/109/24/MP

APPOINTMENT OF A SERVICE PROVIDER FOR THE RENOVATIONS OF MDHLULI TRADITIONAL
COUNCIL OFFICES AT MAKOKO IN MBOMBELA LOCAL MUNICIPALITY WITHIN EHLANZENI
DISTRICT OF THE MPUMALANGA PROVINCE

NAME OF BIDDER : _____

CONTACT NUMBER : _____

NAME OF TRADITIONAL
COUNCIL BIDDING FOR : _____

SUPPLIER CSD NUMBER : MAAA _____

TOTAL BID AMOUNT :



HEAD OF DEPARTMENT
MPUMALANGA DEPT OF CO-OPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS
PRIVATE BAG X11304
MBOMBELA 1200

CONTACT: MR T MUTAVAYI (TECHNICAL)
CONTACT NUMBER: 076 295 3313
THE BID IS VALID FOR 90 DAYS

CONTACT: MR. EE SIBIYA (SUPPLY CHAIN MANAGEMENT)
CONTACT NUMBER: 013 766 6969 / 6245 / 6990/ 6284 / 6637

APPOINTMENT OF A SERVICE PROVIDER FOR THE RENOVATIONS OF MDHLULI TRADITIONAL COUNCIL
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Department of Cooperative Governance and Traditional Affairs

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**Department of Cooperative Governance and Traditional Affairs
Cooperative Governance & Traditional Affairs (CoGTA)**

Tender No. CGT/109/24/MP

T1.1 Tender Notice and Invitation to Tender

The Department of Cooperative Governance and Traditional Affairs (COGTA) is a Government Component within the Ministry for Cooperative Governance and Traditional Affairs (CoGTA). The Department of Cooperative Governance and Traditional Affairs (COGTA) has invited bids for **APPOINTMENT OF A SERVICE PROVIDER FOR THE RENOVATIONS OF MDHLULI TRADITIONAL COUNCIL OFFICES AT MAKOKO IN MBOMBELA LOCAL MUNICIPALITY WITHIN EHLANZENI DISTRICT OF THE MPUMALANGA PROVINCE.**

Bid documents will be obtainable from the Bid office, **Mbombela Riverside Government Complex, Malelane 24 Air Street, Siyabuswa Old Parliament Building, Middleburg Department of Public Works, KwaMhlanga Government Complex Department of Finance, Piet Retief no. 11 Mearsorch Street, Evander 10 Cornell Road, Elukwatini Sub-Regional Offices and Bushbuckridge Advice Centre, Department of Finance**, on payment of a non-refundable levy of R100.00 or can be downloaded at <http://www.etenders.gov.za/content/advertised-tenders>. Only bank guaranteed cheques or cash will be accepted and document can be collected between 7:45 and 16:00 Cheques shall be made payable to Mpumalanga Provincial Government. As per the Mpumalanga Bid Bulletin

The closing date for receipt of bids is as per The Mpumalanga Provincial Supply Chain Management Bid Bulletin Advert.

Duly completed Bids enclosed in a sealed envelope marked

“APPOINTMENT OF A SERVICE PROVIDER FOR THE RENOVATIONS OF MDHLULI TRADITIONAL COUNCIL OFFICES AT MAKOKO IN MBOMBELA LOCAL MUNICIPALITY WITHIN EHLANZENI DISTRICT OF THE MPUMALANGA PROVINCE.

With the name of the Bidder, shall be deposited in the clearly marked bid boxes provided **at the following** Supply Chain Offices, Mbombela, Malelane, Bushbuckridge, Kwa Mhlanga, Middleburg, Piet Retief and Evander including any other office published by provincial treasury on bulletin. All documentation submitted in response to this bid must be in English, unless otherwise indicated under technical specification.

Technical and Administrative enquiries shall be directed to Mr. T. Mutavayi on 076 295 3313 and Mr. EE. Sibiya 013 766 6969 respectively within 7 (seven) calendar days before the tender closing date during office hours only (between 8:00 to 16:30 hours on working days). Please note that response(s) to enquiries will be communicated to all tenderers who would have attended the compulsory briefing session. Therefore, it is a responsibility of tenderers or their representatives to record correctly their email addresses in the compulsory briefing session attendance register. COGTA does not take any responsibility for wrongly and/ or illegibly written email addresses.

A compulsory tender briefing session / meetings with representatives of the Employer will take place at the Traditional Councils' Offices As Indicated Below/ Attached Annexure A Schedule Of Briefing

Briefings schedule

N o	District	Municipality	Venue/ Traditional Council	Office Area	Bid Briefing Date and Time
1	Ehlanzeni	Mbombela	Mdhluli	Makoko	26 July 2024 at 14h00

**APPOINTMENT OF A SERVICE PROVIDER FOR THE RENOVATIONS OF MDHLULI TRADITIONAL COUNCIL
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The closing time for receipt of tenders is As **Per The Mpumalanga Provincial Supply Chain Management Bid Bulletin Advert.**

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Issued by:

Mr. S. Ngubane
Head of Department
Department of Cooperative Governance and Traditional Affairs
Mpumalanga Provincial Government

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Department of Cooperative Governance and Traditional Affairs
Cooperative Governance & Traditional Affairs (CoGTA)

Tender No. CGT/109/24/MP

**APPOINTMENT OF A SERVICE PROVIDER FOR THE RENOVATIONS OF MDHLULI
TRADITIONAL COUNCIL OFFICES AT MAKOKO IN MBOMBELA LOCAL MUNICIPALITY WITHIN
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T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Construction Procurement – Part 3: Standard conditions of tender*.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The employer is the Department of Cooperative Governance and Traditional Affairs
3.2	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	The employer's agent is: Name: Mr TT. Mutavayi Physical Address: Department of Cooperative Governance and Traditional Affairs COGTA Samora Machel, Riverside Park, Mbombela, 1200 Mpumalanga Province Cell: 076 295 3313 Email: ted.mutavayi@gmail.com
3.4	The language for communications is English
4.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original.

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4.13.5 4.15	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: is As Per The Mpumalanga Provincial Supply Chain Management Bid Bulletin Advert. Physical Address : As Per The Advert Bid Bulletin Identification details: Reference no, Title of Tender and the closing date and time for tenders Bids Are Only To Be Submitted to Listed Centres As Per The Mpumalanga Provincial Supply Chain Management Bid Bulletin Advert Not On Employer Physical Address.
4.13.5	Tender document shall be submitted as original.
4.13.4	The tenderer is required to meet the following conditions : 1. All declaration pages fully completed, signed and submitted. 2. The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink. 3. None of the documents have correction fluid on them. Any wrong entry, in case of correcting, stroked out by a single stroke and initialled by the Authorised signatory 4. The tender documents issued by COGTA are not tampered with and the content remains unchanged. 5. Tenderers (including each member of joint venture or consortium or partnership agreement) must submit proof of registration with the National Treasury's Central Supplier Database (CSD). The CSD registration report must indicate but not limited to: Supplier Identification, Supplier Contact Information, Supplier Address, Supplier Bank Account, Tax Information and Company Directors). Tenderers must ensure that they are registered on the CSD before submitting the Tenders. 6. COGTA or the municipality reserves the right to guide the process of sub-contracting.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offers is as stated in the Mpumalanga Provincial Supply Chain Management Bid Bulletin Advert
4.16	The tender offer validity period is 90 days exclusive of closing date but inclusive of 90 th day.
5.1	The employer will respond to requests for clarification received up to 7 working days before the tender closing time.
5.2	The employer shall issue addenda until 3 working days before tender closing time when needs arises.
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.
5.11.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.

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5.11.5	15 EVALUATION PROCESS The evaluation process comprises of the following phases: In general, the Department of CoGTA shall request Bids between the value of R2 000 and R50 000 000.00, which, conform to the specifications evaluate in accordance with the Preferential Procurement Policy Framework, 2000 (Act 5 of 2000) and the revised Preferential Procurement Regulations 2022, therefore 80 points for price and 20 points for the specific goals points. 15.1 Phase I: Initial screening process During this phase bid documents will be reviewed to determine compliance with the following: • All SBD forms should be fully completed and signed, Including SBD 6.2 and Annexure C • A written and signed undertaking by bidder clearly indicating commitment to use local labour at each work site. • Programme of works with time frames and tasks aligned to estimated project duration • Attach proof of Bank Rating Letter for all quotations above R1 000 000.00 (Code A to E) • Compulsory Attendance of briefing session and signing of attendance register for that specific traditional council's. • Signed Joint Venture Agreement and Power of Attorney in case of Joint Ventures or consortium bidding. • Bill of quantity <u>must</u> be fully completed, initialled and signed by bidder. • Company Profile, • Valid letter of Good Standing from the Department of Labour (COIDA) • Certificate of Contractor Registration issued by the Construction Industry Development Board. Where a service provider satisfies CIDB Contractor grading designation requirements through Joint Venture formation, service providers must submit the Joint Certificate of grading. • Minimum Required CIDB Grading: Must have at least 3 GB and or above. Contractors must have the minimum required CIDB grading for the bid / Quoted Amount CIDB Threshold. • selection of specific traditional council bidding for, on bid document • All bidders must be registered with the Central Supplier Database (CSD) failure to do so will be automatically disqualified • NB: It is the responsibility of the bidder to ensure that the following key information is in order on CSD to avoid disqualification during the bid evaluations: •.....The Business registration status •.....Bid restrictions and defaulters status •.....Identification number and the service of the state status Local Content Calculation All bidders who passed the first phase will be evaluated on the correctness and completeness of the SBD 6.2 Annexure C of the Local Production and content The following items are part of the BoQ and are designated according to the Department of Trade and industry (DTI)
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No	Designated items	Designated percentage
1	Construction Material and Components	100%
2	Cement	100%
3	Steel and Prefabricated Steel material	100%
4	Joining/Connecting Components	100%
5	Fasteners	100%
6	Wire Products	100%
7	Electrical cables	90%
8	Steel value added products	100%

- A bidder who will score below the stipulated percentage must have an exemption letter from DTI that they are allowed to be further evaluated on functionality even if they have scored below the stipulated percentage.
- A bidder must calculate each item separately as per the Guidance Document for the Calculation for Local Content (attached)
- The instruction notes from National Treasury are attached as a guidance on all designated sectors
- The exchange rate to be used for the calculation of local production and content will be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid; and only the South African Bureau of Standard (SABS) approved technical specification number SATS 1286; 2011 must be used to calculate local content.
- The local content (LC) expressed, as a percentage of the bid price must be calculated in accordance with the following formula, which must be disclosed in the bid documentation:

$$LC = \left(1 - \frac{X}{Y}\right) * 100$$

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 will be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12:00 on the date of advertisement of the bid.
- The SABS approved technical specification number SATS 1286:2011 and the Guidance of the calculation of local together with the Local Content Declaration Templates (Annexure C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annexure C) and E (Local Content Declaration: Supporting Schedule to Annexure C) are accessible to all potential bidders on the dti's official website <http://www.thedit.gov.za/industrialdevelopment/ip.jsp> at no cost.

15.2. Phase II: Functionality evaluation as per attached Terms of Reference

- Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference
- Bidders must as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring for the respective bids will evaluate and score all bids based on their submissions and the information provided.
- Bidders will not rate themselves but need to ensure that all information is supplied as required. The Bid Evaluation Committee (**BEC**) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- The panel members will individually evaluate the responses received against the following criteria as

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set out below:

FUNCTIONALITY (TECHNICAL)

The table below lists the returnable schedules that set out the scoring criteria and sub criteria, and the percentage weighting for the score achieved against the relevant schedule to be used for functionality.

1	EXPERIENCE IN THE INDUSTRY: SUCCESSFULLY COMPLETED WITH COMPLETION CERTIFICATES Points are not cumulative	Maximum Points = 60
	Experience of Contractor in Building Industry and reference letters Building Infrastructure Projects successfully completed will be scored as follows: <i>(Submit a list of all projects completed with contact details and Completion Certificates for bidders respective CIDB grade)</i>	
	R4m Projects	60 Points
	R3m Projects	40 Points
	R2m Projects	20 Points
	R1m Projects	10 Points
2	HUMAN RESOURCES – Professional Team Points are not cumulative (CV to be attached) N/B: Professional Key Personnel are required for the duration of the project. For each personnel must be a fully completed and shortened CV for each Key Personnel Member submitted. Each CV should be structured under the following headings: 1. Personal particulars Name Date and place of birth Place(s) of tertiary education and dates associated therewith. 2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations) 3. Overview of post graduate experience (year, organization and position) 4. Outline of recent and current assignments / experience that has bearing on the required service and extent of involvement of this project 5. Contact references	Maximum Points= 20 (a + b +c +d) Equal Distribution of 5 each as maximum
	(a) Project/ Construction Manager – BSc or Diploma in Civil Engineering or Construction Management (CV and certified copies to be submitted)	5 Years & above=5 3 but to 5
	(b) Site Agent – Diploma Civil Engineering, Quantity Surveying or Construction Management (CV and certified copies to be submitted)	Years=4 2 to 3 Years =3
	(c) Safety Officer – SACPCMP Registration or SAMTRAC (CV and certified copies to be submitted)	1 to 2 years =2 Less than 1
	(d) Site Foreman – Building Trade Test or NQF 5 (Civil Engineering, Quantity Survey or Construction Management) (CV and certified copies to be submitted)	year=1

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3	Construction Methodology Project Execution Plan (PEP) The bidder must provide a detailed execution programme indicating major works or tasks or trades to be done on or off site with relevant cash flow projections of each major works/trades/task For the bidder to be allocated five (5) points, the bidder must submit with the tender the following: 3.1). Project Specific Plan PEP based on the construction duration in the contract data (3 months) reflecting the following: 3.1.1). Key activities 4.1.2). Show critical path 3.1.3). Show logical sequencing of activities 3.1.4). Show duration of key activities		Max Points = 10
		Good Fair Available but not addressing the requirements	10 Points 5 Points 1 Point
4	Financial Resources of contractor - Bank Rating Code Letter Points are not cumulative		Max Points = 10
	Financial Resources of contractor - Bank Rating Letter	Grade A=10 Grade B=8 Grade C=6 Grade D=3 Grade E=1	
TOTAL FUNCTIONALITY POINTS			100 POINTS
Only bidders who attain a minimum of 70 percent on Functionality will qualify to proceed for further evaluation on Price and Specific Goals points. e) Each panel member will rate each individual criterion on the score sheet using the following scale: f) Any proposal not meeting a minimum score of 70 percent functionality proposal will be disqualified. g) The price will not be evaluated as this stage 15.3 Phase III: Price / Financial stage a) Price / Financial proposal must be submitted in South African Rand. b) The following formula will be used to calculate the points for price in respect of this bid: $P_s = 80 \left(1 - \frac{(P_t - P_{min})}{P_{min}} \right)$ Where P_s= Points scored for comparative price of bid under consideration P_t= Comparative price of bid under consideration P_{min} = Comparative price of lowest acceptable bid			

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- c) The responsive bids will be adjudicated by the State on the 80/20-preference point for Specific Goals in terms of which points are awarded to bidders on the basis of:
- The bid price (maximum **80 points**)
 - Specific goals (maximum **20 points**)
- d) The department reserves the right to arrange contracts with more than one contractor.
- e) The Preferential Procurement Policy Framework Act 2000 (PPPFA) Preferential Procurement Regulations 2022
- f) A maximum of **20 points** may be awarded to a bidder for specific goals

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

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

Note to tenderers: The tenderer must indicate how they claim points for each Specific Goal point system on the pre-determined criteria below.)

The specific goals allocated points in terms of this tender/RFQ	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Woman		3 points		
Disabled; Attach Proof		3 points		
Youth		3 points		
<u>Locality:</u> Mpumalanga province; District and Local Municipality within which the traditional council is located. (Attach Proof of Company Business Address; Business Registration Document Or Lease Agreement or PTO With Municipal Account or Water / lights Statement of account)		Within relevant District (6) Within relevant Municipality (5) Total=(11)		
Total Points		20 Points		

15.4 Phase IV: Vetting / Confirmation/ verification of Submitted Information

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	Shortlisted bidders may be required to undergo the vetting or verification process to verify the authenticity of the submitted documents during the submission period and bidder can be eliminated if discovered that false information was submitted and this doesn't mean that the bid is automatically awarded to you. The number of paper copies of the signed contract to be provided by the employer is one per specific traditional council bid.
--	---

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Department of Cooperative Governance and Traditional Affairs
Cooperative Governance & Traditional Affairs (CoGTA)

Tender No. CGT/109/24/MP

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T.2.1 List of returnable documents

1 Returnable Schedules required for tender evaluation purposes

The tenderer must complete and/or attach the following returnable schedules as relevant to this contract:

- Record of Addenda to Tender Documents where applicable
- Proposed Amendments and Qualifications where applicable
- Compulsory Declaration
- Schedule 1: Experience of Contractor in Building Industry and completion certificates
- Schedule 2: Human Resources – (Project Manager, Site Agent, Safety Officer, Site Foreman)
- Schedule 3: Construction Methodology
- Schedule 4: Financial Resources of contractor - Bank Rating Letter
- Proof of plant hire or ownership

2 Other documents required for tender evaluation purposes

The tenderer must provide the following returnable documents:

- Proof of specific goals claimable points - Proof of Company Business Address within the Local Municipality Where the Specific Traditional Council is Located.
- NB: not proof of individual Residential Address but proof of Registered Business Address

3 C1.1 Offer portion of Form of Offer and Acceptance

4 C1.2 Contract Data (Part 2)

The Tenderer's attention is drawn to Part 2 of the Contract Data which requires the Tenderer to enter a direct fee percentage and a subcontracted fee percentage which are applied to Defined Cost in order to calculate the Prices for Services Done to Date and the Prices.

Failure to tender the percentages in Part 2 of the Contract Data or to sign the form of offer and acceptance will result in the tender being declared non-responsive.

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T.2.2 RETURNABLE SCHEDULES

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 or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

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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

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Compulsory Declaration

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

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
--	--

Section 3: SARS Information

Tax reference number	
VAT registration number:	<i>State Not Registered if not registered for VAT</i>

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
---	--

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

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Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|---|
| a member of any municipal council | an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| a member of any provincial legislature | |
| a member of the National Assembly or the National Council of Province | a member of an accounting authority of any national or provincial public entity |
| a member of the board of directors of any municipal entity | an employee of Parliament or a provincial legislature |
| an official of any municipality or municipal entity | |

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

Name of principal	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 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 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 | 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 any provincial legislature | |
| a member of the National Assembly or the National Council of Province | a member of an accounting authority of any national or provincial public entity |
| a member of the board of directors of any municipal entity | an employee of Parliament or a provincial legislature |
| an official of any municipality or municipal entity | |

Name of family member	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

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Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

Yes No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;
- vi) has 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;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed _____

Date _____

Name _____

Position _____

Enterprise name _____

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the

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provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

COMPANY PROFILE

Bidders are required to submit a Company Profile as per the requirement in phase one of the evaluation process that records evidence of previous work which substantiate their ability to undertake specific tasks.

The Company Profile must include the following items:

- Company Registration Documents
- Latest Financial Statements
- Letter of Good Standing (COIDA) and proof of good standing with the Unemployment Insurance Fund (UIF) if applicable
- OHS Policy
- Quality Management Plan (if any)
- Environmental Management Plan (if any)
- Submit a list of all projects completed with contact details and Completion Certificates
- Project Manager and Site agent: Details and Qualifications of Personnel. Proof of, comprehensive **curriculum vitae's and qualifications for** Key Personnel must be attached with the tender submission
- Proof of ownership of all machinery and equipment and/or Intent to Hire letters
- Proof of Experience in the Industry company registration document
- Proof of Registration with Professional Bodies (E.g. CIDB, SACPCMP)
- Proof of valid CIDB Contractor Grading
- Certified copy of workmen's compensation Certificate, Act No. 4 of 2002
- Certified copy of Unemployment Insurance Certificate, Act No. 4 of 2002
- Certified copy of Incorporation (if tenderer is a Company)
- Certified copy of Founding Statement (if tenderer is a Closed Corporation)
- Certified copy of Partnership Agreement (if tenderer is a Partnership)
- Curriculum Vitae of the Health and Safety Officer the successful tenderer intends appointing in accordance with the Occupational Health and Safety Act, Act No. 85 of 1993
- Curriculum Vitae of all supervisory staff and safety personnel

1. Please note that all copies of qualifications must be certified. Copies of certified documents will not be accepted.

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2.All Attachments should be properly serialised and an index attached

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

Date

Name

Position

Tenderer

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Department of Cooperative Governance and Traditional Affairs
Cooperative Governance & Traditional Affairs (CoGTA)

Tender No. CGT/109/24/MP

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 provision of works as described in Part 1 of the Contract Data.

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 authorised, 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 for an amount to be determined in accordance with the conditions of contract identified in the Contract Data without any guarantee regarding a quantum of work.

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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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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 Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the *Employer's* agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the
Employer**

Head of Department

Department of Cooperative Governance and Traditional Affairs

COGTA
Samora Machel, Riverside Park,
Mbombela, 1200 Mpumalanga
Province

Name &
signature of
witness

Date:

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Schedule of Deviations

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

By the duly authorised 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 returnable 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.

By the duly authorised representatives signing this agreement, the *Employer* and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from the draft contract, 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.

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**Department of Cooperative Governance and Traditional Affairs
Cooperative Governance & Traditional Affairs (CoGTA)**

Tender No. CGT/109/24/MP

C.1.2 Contract Data

The Conditions of Contract are the JBCC Series 2000 Principal Building Agreement inclusive of the Contract Data Addenda EC and CE (Edition 5.0 (reprint 1) of July 2007) prepared by the Joint Building Contracts Committee Inc.

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 | ADD the following definitions in DEFINITIONS AND INTERPRETATIONS with the following wording:
CORRUPT PRACTICE means the offering, giving, receiving and soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution
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.
INTEREST means the interest rates applicable to 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).
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. |
| 1.6 | Any notice given may be delivered by hand, sent by prepaid registered post or email. Notice shall be presumed to have been duly given when:
Delete sub-clause 1.6.4 |
| 3.5 | Delete sub-clause 3.5 |
| 3.6 | Delete sub-clause 3.6. |

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3.7 Add to the end thereof:

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.

3.9 Delete sub-clause 3.9

3.10 Replace the second reference to “**principal agent**” with the word “**employer**”.

4.3 No clause

5.1 Alter to read as follows: the **employer** shall retain its authority and not give a mandate to the **principal agent** and in terms of which the **employer** shall sign all documents.

5.3 Alter To read as follows: The principal Agent shall Not have authority to bind the employer

9 Clause 9.0 is amended by adding Clause 9.1.4:

The **contractor** indemnifies and holds harmless the **employer** against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as “Losses”) arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the **contractor**, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by installments or otherwise shall be included by the **contractor** in the price and shall be paid by him to those to whom they may be payable. The **contractor** shall reimburse the **employer** for all legal and other costs and expenses, including without limitation attorney’s fees on attorney-client scale incurred by the **employer** in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the **employer** is a party.

10.5 Add the following as 10.5:

Damage to the works

(a) Without 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.

(b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**.

(c) The **Contractor** 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 expected risks as set out in 10.6.

(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.

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10.6 Add the following as 10.6:

Injury to Persons or loss of or damage to Properties

(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.

(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 property or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, 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.

(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 therefore from the **contractor** or to deduct the same from amounts due to the **contractor**.

(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**.

(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.

(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**.

10.7 Add the following as 10.7:

HIGH RISK INSURANCE

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

10.7.1 Damage to the works

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 hold 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.

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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, replace and/or repair the **works**, at the **contractor's** own costs.

10.7.2 Injury to persons or loss of or damage to property

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

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or 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 construction.

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.

10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred subsequent 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.

14.0 Replace Clause 14.0 subclauses with "Security shall be applied as per treasury regulations"

15.1.3 Add 15.1.3 as follows:

An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within fourteen (14) **calendar days** of date of acceptance of the tender.

15.2.1 Under 41: Amend to read as follows:

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1

16.4 Delete clause 16.4

20.0 Alter clause 20.0 to read as following: "The principal agent shall assist the employer to "

20.1.3 No clause.

21 Replace sub-clauses 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:
The **contractor** and **principal agent** shall appoint a **selected subcontractor** in accordance with the provisions of the Scope of Work.

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29 Clause 29.0 is amended by:-

i) The addition of the following clauses:-

Clause 29.9

“Revision to the date for **practical completion** shall only be considered when work on the critical path of the agreed programme for the works is delayed.”

ii) Clause 29.10 – Acceleration

Clause 29.10.1

Irrespective of whether or not the **principal agent** rules that the **contractor** is entitled to an extension of time or a revision of the date for **practical completion**, the **principal agent** shall nevertheless, at any time, be entitled to instruct the **contractor** in writing to accelerate the progress of the remaining **works** to ensure that the **works** are completed by the original date for **practical completion** or revised date as the case may be.

Clause 29.10.2

Upon receipt of such instruction, the **contractor** shall take all necessary steps to ensure that the **works** are completed timeously including the provision by him of additional resources, plant, manpower, etc and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.

Clause 29.10.3

The **contractor's** entitlement to compensation arising out of or in respect of any revision to the date for **practical completion** that may have been granted by the **principal agent** or alternatively where the **principal agent** has instructed the **contractor** to accelerate, shall be adjudicated strictly in terms of clause 32.

31.9 Replace “seven (7) **calendar days**” with “thirty (30) **calendar days**”

36.1 Add the following clauses 36.1.3 to 36.1.5 under 36.1 to read as follows:

36.1.3 The **contractor's** refusal or neglect to comply strictly with any of the conditions of contract.

36.1.4 The **contractor's** estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa.

The additions to the JBCC Principal Agreement are:

Clause	Additions
A1	A1.0 Labour intensive component of the works A1.1 Payment of labour-intensive component of the works. Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any

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	non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict. A1.2 Applicable labour laws The Ministerial Determination, Special Public Works Programme, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as reproduced below, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers. 1 Introduction 1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP. 1.2 In this document – (a) “department” means any department of the State, implementing agent or contractor; (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP; (c) “worker” means any person working in an elementary occupation on a SPWP; (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work; (e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP; (f) “task” means a fixed quantity of work; (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task; (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed (i) “time-rated worker” means a worker paid on the basis of the length of time worked. 2 Terms of Work 2.1 Workers on a SPWP are employed on a temporary basis. 2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP. 2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966. 3 Normal Hours of Work 3.1 An employer may not set tasks or hours of work that require a worker to work– (a) more than forty hours in any week; (b) on more than five days in any week; and
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	(c) for more than eight hours on any day. 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day. 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker. 4 Meal Breaks 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration. 4.2 An employer and worker may agree on longer meal breaks. 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break. 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break. 5 Special Conditions for Security Guards 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day. 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each. 6 Daily Rest Period Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day. 7 Weekly Rest Period Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work"). 8 Work on Sundays and Public Holidays 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work. 8.2 Work on Sundays is paid at the ordinary rate of pay. 8.3 A task-rated worker who works on a public holiday must be paid – (a) the worker's daily task rate, if the worker works for less than four hours;
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	(b) double the worker's daily task rate, if the worker works for more than four hours. 8.4 A time-rated worker who works on a public holiday must be paid – (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday; (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday 9 Sick Leave 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause. 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract. 9.3 A worker may accumulate a maximum of twelve days' sick leave in a year. 9.4 Accumulated sick-leave may not be transferred from one contract to another contract. 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave. 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave. 9.7 An employer must pay a worker sick pay on the worker's usual payday. 9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is – (a) absent from work for more than two consecutive days; or (b) absent from work on more than two occasions in any eight-week period. 9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity. 9.1 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act. 10 Maternity Leave 10.1 A worker may take up to four consecutive months' unpaid maternity leave. 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave. 10.3 A worker must give her employer reasonable notice of when she will start
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	maternity leave and when she will return to work. 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so. 10.5 A worker may begin maternity leave – (a) four weeks before the expected date of birth; or (b) on an earlier date – (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or (ii) if agreed to between employer and worker; or (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health. 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth. 10.7 A worker, who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended. 11 Family responsibility leave 11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances - (a) when the employee's child is born; (b) when the employee's child is sick; (c) in the event of a death of – (i) the employee's spouse or life partner; (ii) employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling. 12 Statement of Conditions 12.1 An employer must give a worker a statement containing the following details at the start of employment – (a) the employer's name and address and the name of the SPWP; (b) the tasks or job that the worker is to perform; and (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract; (d) the worker's rate of pay and how this is to be calculated; (e) the training that the worker will receive during the SPWP. 12.2 An employer must ensure that these terms are explained in a suitable language
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	to any employee who is unable to read the statement. 12.3 An employer must supply each worker with a copy of these conditions of employment. 13 Keeping records 13.1 Every employer must keep a written record of at least the following – (a) the worker's name and position; (b) in the case of a task-rated worker, the number of tasks completed by the worker; (c) in the case of a time-rated worker, the time worked by the worker; (d) payments made to each worker. 13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP. 14 Payment 14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account. 14.2 A task-rated worker will only be paid for tasks that have been completed. 14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer. 14.4 A time-rated worker will be paid at the end of each month. 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker. 14.6 Payment in cash or by cheque must take place – (a) at the workplace or at a place agreed to by the worker; (b) during the worker's working hours or within fifteen minutes of the start or finish of work; (c) in a sealed envelope which becomes the property of the worker. 14.7 An employer must give a worker the following information in writing – (a) the period for which payment is made; (b) the numbers of tasks completed or hours worked; (c) the worker's earnings; (d) any money deducted from the payment; (e) the actual amount paid to the worker. 14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
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	14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment. 15 Deductions 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law. 15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay. 15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned. 15.4 An employer may not require or allow a worker to – (a) repay any payment except an overpayment previously made by the employer by mistake; (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or (c) pay the employer or any other person for having been employed. 16 Health and Safety 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe. 16.2 A worker must – (a) work in a way that does not endanger his/her health and safety or that of any other person; (b) obey any health and safety instruction; (c) obey all health and safety rules of the SPWP; (d) use any personal protective equipment or clothing issued by the employer; (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager. 17 Compensation for Injuries and Diseases 17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993. 17.2 A worker must report any work-related injury or occupational disease to their employer or manager. 17.3 The employer must report the accident or disease to the Compensation Commissioner. 17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months.
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	The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home. 18 Termination 18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure. 18.2 A worker will not receive severance pay on termination. 18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement. 18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period. A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period. 19 Certificate of Service (a) the worker's full name; (b) the name and address of the employer; (c) the SPWP on which the worker worked; (d) the work performed by the worker; (e) any training received by the worker as part of the SPWP; (f) the period for which the worker worked on the SPWP; (g) any other information agreed on by the employer and worker.
A2	A2.0 Expanded Public Works Programme A2.1 The Contractor will be required to employ staff which satisfy the EPWP requirements as per the Guidelines for the implementation of labour-intensive infrastructure projects under the EPWP and as stipulated in this Contract.
A3	A3.0 Mandatory Training A3.1 The Contractor will be required to provide training to sub-contractors. An allowance for this has been made in the final summary of the bills of quantities, which will be treated as a budgetary allowance which the Contractor can use for training and which may be deducted in part or in whole from the project should it not be used.

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Part 1: Contract Data Completed by the Employer

(a)	Clause	(b)	Item and data
(c) (d)	1.2	The Employer is the Department of Cooperative Governance and Traditional Affairs	
		The address of the Employer is: Contact name: Address (postal):	
5.1		The Principal Agent is:	
		Telephone:	
		Facsimile:	
		Address (physical):	
		Address (postal):	
5.2		Agent (1) is	
		Agent's service:	
		Telephone: :	
		Address (physical):	
		Address (postal):	
5.3		Agent (3) is	
		Agent's service:	
		Telephone	
		Address (physical):	
		Address (postal):	
5.4		Agent (4) is	
		Agent's service:	
		Telephone:	
		Address (physical):	
		Address (postal):	

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- (e) 1.1 The Works comprise The Renovation of MDHLULI Traditional Council Offices at Makoko Mbombela Local Municipality Within Ehlanzeni District of the Mpumalanga Province
- (f) 1.1 The Site comprises the existing offices located in Makoko Mbombela Local Municipality, Mpumalanga Province.
- 22.2 (g) 1.1 The **Works** or installations to be undertaken by **direct contractors** comprises NONE
- 31.11.2 (h) 41.0 The Employer is an organ of **State**
- 11.2
- 31.4.2
- 26.1.2
- 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.
 - Lateral support insurance is to be effected by the **contractor**
 - Payment will be made for materials and goods
 - Extended **defects** liability period will apply to the following elements:
NOT APPLICABLE
- (i) 15.2.1 Possession of the **site** is to be given on a date within 24 hours after notification of the contractor to commence work, provided the **employer has been furnished** with **construction guarantees** in accordance with the provisions of 14.0.
- (j) 15.3 The period for the commencement of the **works** after the **contractor** takes possession of the site is ten (10) **working days**.

If the deadline for possession of site and / or commencement of the works is not complied with, the Employer will assign another contractor to the project without prior notification to the defaulting contractor.

For the **works** as a whole: **Contract Period – 3 Months**

The date for **practical completion** is to be agreed prior to possession of the site.

The **penalty** per **calendar day** is 0.05% of the contract value

or

The date for practical completion and the penalty per calendar day is as follows:

Section	Date	Penalty Amount
Section 1	N/A	
Section 2	N/A	
Section 3	N/A	

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	(k)	1.2	The law applicable to the agreement shall be that of the Republic of South Africa.
	(l)	10.1; 10.2 and 12.1	Contract insurance is to be effected by the contractor .
10.2 12.1	(m)	10.1	Contract works insurance is to be effected by the contractor for a sum not less than the contract sum plus 10% with a deductible in an amount that the contractor deems appropriate.
10.2	(n)	10.1	Supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association. NOT APPLICABLE
	(o)	12.1	
	(p)	11.1, 12.1	Public liability insurance to be effected by the contractor for an amount of R1,000,000.00 with a deductible in an amount as determined by the contractor's insurance company.
	(q)	11.2, 12.1	Support insurance to be effected by the contractor for the sum of NOT APPLICABLE with a deductible in an amount that the contractor deems appropriate.
	(r)	3.3, 15.1.3, 31.16.2	A waiver of the contractor's lien or right of continuing possession is not required.
	(s)	3.7	Three copies of the construction document are to be supplied to the contractor free of charge.
	(t)	3.4	JBCC Engineering General Conditions are not to be included in the contract document.
	(u)	31.5.3	The contract value is to be adjusted using the Contract Price Adjustment Provisions (CPAP) indices published by the Joint Building Contracts Committee.
	(v)	14.5	The employer will not provide advanced payments against an advanced payment guarantee.

Part 2: Contract Data completed by the Contractor

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<i>(w)</i> <i>(x)</i>	Clause	<i>(y)</i> <i>(z)</i>	Item and data
<i>(aa)</i> <i>(bb)</i>	1.2		The name of the Contractor is. The address of the contractor is: Telephone: Facsimile: Address (physical): Address (postal):

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Department of Cooperative Governance and Traditional Affairs

C1.3 Construction Guarantee

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

Physical address
.....

Guarantor's signatory 1 Capacity

Guarantor's signatory 1 Capacity

Employer means **The Department of Cooperate Governance and Traditional Affairs (COGTA),
Mpumalanga Provincial Government**

Contractor means

Agent means

Works means RENOVATIONS OF MDHLULI TRADITIONAL COUNCIL OFFICES AT MAKOKO IN
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Site means The existing Traditional Council Offices at Makoko in Mbombela Local
Municipality, Mpumalanga Province.

Agreement means The **JBCC Series 2000 Principal Agreement**

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R

Amount in words (Rand)

Guaranteed Sum means the maximum aggregate amount of R

Amount in words (Rand)

1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: (Rands) (R	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

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- 2 The Guarantor hereby acknowledges that:
 - 2.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
 - 2.2 Its obligation under this Guarantee is restricted to the payment of money.
- 3 Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:
 - 3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2
 - 3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.
 - 3.3 A copy of the said payment certificate, which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.
- 4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:
 - 4.1 The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or
 - 4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.
- 5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.
- 6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor

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- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at Date

Guarantor's
Signatory 1 Guarantor's
Signatory 2

Identity number Identity number

Witness 1 Witness 2

Guarantor's seal or stamp

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Department of Cooperative Governance and Traditional Affairs

ADJUDICATOR'S AGREEMENT

This agreement is made on the day of between: (name of company / organisation)
of (address) and
. (name of company / organisation)
of (address)
(the Parties) and (name)
of (address)
(the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated and known as.
.

and these disputes or differences shall be/have been* referred to adjudication in accordance with the JBCC 2000 Adjudication Rules, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.
* Delete as necessary

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the JBCC 2000 Adjudication Rules.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the JBCC 2000 Adjudication Rules..
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED	SIGNED	SIGNED
by:	by:	D by:
Name: _____	Name: _____	Name: _____
Id: _____	Id: _____	Id: _____
who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of	who warrants that he / she is duly authorised to sign for and behalf of the second Party in the presence of	the Adjudicator in the presence of

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Witness	Witness	Witness
Name: _____	Name: _____	Name: _____
Address: _____	Address: _____	Address: _____
Date: _____	Date: _____	Date: _____

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent traveling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

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Department of Cooperative Governance and Traditional Affairs
Cooperative Governance & Traditional Affairs (CoGTA)

Tender No. CGT/109/24/MP

C.2 Pricing Data

The Pricing Data associated with a Task Order is established in the associated Task Order.

C2: Pricing Data

C2.1 Pricing assumptions

C2.1.1 The *Contractor* is paid according to the price estimated in the BOQ submitted for the work using rates approved by COGTA. The cost of managing the service is included in the Fee.

C2.1.2 Defined Cost includes the work done by the Contractor and the subcontracted at the unit rates established in the priced list of items. Defined Cost excludes costs associated with the management of the services.

C2.1.3 The *Contractor* does not have to allow in his prices in the priced list of for matters that may arise as a result of a compensation event.

C2.1.4 The priced list of items are the unit rates and lump sums which are applicable to the work which can be performed in terms of the Task Order.

1. Tenderers are to ensure that adequate provision for the health and safety measures have been made and provided as required by the Department of Labour.
2. The PDF/ original format *Pricing Schedule* must be populated by hand in black ink and will be the document used for evaluation purposes and if tenderer is successful this Pricing Schedule will be balanced in conjunction with the Project Manager and then applied for forecasting and subcontracting where applicable.
3. Tenderers are also required to electronically populate the Excel format and add to the required Flash Drive with your submission. This shall be used to support verification of pricing errors.
4. All items on the Pricing Schedule, where detailed specifications apply, are listed under Technical requirements, and are cross-referenced to the Pricing Schedule. In cases where a product does not have extensive specifications, the item specifications are listed with the item on the Pricing Schedule.
5. Bidders must indicate the District Municipality that they are bidding. Bidders are permitted to bid for one or more District Municipality.
6. All fields must be completed for each District municipality for the tender to be considered. If any fields are not priced, the tenderer will be disqualified for that District tendered.
7. Tenderers must furnish unit prices for the listed products only.
8. All costs including administration, health and safety, Or Any Declared Outbreak, transportation and offloading shall be included in the tender rate. Transportation costs shall then cover location anywhere within the identified District.

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9. The tenderer shall be deemed to have insured themselves and the services they are rendering.

C2.2 Travelling and Working Time

- (i) The travelling cost will be responsibility of the contractor
- (ii)

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Department of Cooperative Governance and Traditional Affairs
Cooperative Governance & Traditional Affairs (CoGTA)

Tender No. CGT/109/24/MP

C3: Scope of work

1 Introduction

The Mpumalanga Provincial Department of Cooperative Governance and traditional Affairs (COGTA) intends to appoint service provider for renovation of MDHLULI Traditional Council Offices at Makoko in Mbombela Local Municipality within Ehlanzeni District within the Mpumalanga Province.

1.1 COGTA's objectives

COGTA's objective is ensure that the traditional houses in the province are renovated, refurbished or built as new. It is to ensure that all traditional council offices are well constructed in a standard and attractive manner that will accommodate the traditional councils and be able to function in an appropriate and conducive environment.

1.2 Background

Mpumalanga Province under the Department of Co-Operative Governance and Traditional Affairs intends to renovate Traditional Council Offices to ensure that that the offices are in a state to house Traditional Council meetings.

1.3 Extent of the services

The contractor's services over the contract period will include:

- Renovation works on the existing Traditional Council Office (roofing, ceiling, plumbing and drainage, ironmongery, painting, electrical works, glazing, tiling, metal work, carpentry and joinery)
- Disposal of rubble to designated municipal sites
- Compilation of close out reports
- Handover of completed traditional council offices to the respective Royal Families

1.4 Location of the services

The works shall be located within the Ehlanzeni District Municipality of Mpumalanga Province as per briefing schedule attached and or listed below:

- Ehlanzeni District Municipality- Makoko, Mbombela Local Municipality.

2 General requirements

2.1 The Contractor shall in providing the Works observe all statutes, by-laws and associated regulations and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations.

2.2 The Contractor shall only utilize in the provision of the services materials (substances that can be incorporated into the works), products (item manufactured or processed for incorporation into the

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works), components (products manufactured as distinct units to serve a specific function or functions) and assemblies (set of related components attached to each other) which are:

- a) fit for their intended purpose; and
- b) capable of fulfilling required functions under intended use conditions or when in use, with planned maintenance, under the influence of the environmental actions or a result of a self-ageing process for a period of time within industry accepted norms.

3 Management

- 3.1 The works shall be done at the site specified in the signed task order. The site shall be in the District Municipalities of Ehlanzeni as per the table below:

N o	District	Municipality	Venue/ Traditional Council	Office Area	Bid Briefing Date and Time
1	Ehlanzeni	Mbombela	Mdhluli	Makoko	25 July 2024 at 14h00

- 3.2 The Project Implementation must take place within 3 months of placing an official order or contract signing except for long lead special material as determined by the employer.

- 3.3 The project location shall be indicated on the Tender Document.

- 3.4 Delivery of work packages must include the off-loading thereof at the contractor's own risk and cost to the designated delivery locations as indicated in the task order.

- 3.5 Bidders must supply and ensure their own labour and/or plant and equipment for the offloading of the products at the designated sites.

- 3.6 The Employer shall place task orders as and when required during the contract period.

- 3.7 An official task order must be issued before any delivery may be made to the site.

- 3.8 Upon completion of works, the service provider must ensure that the completion certificate is signed by the employer's representative on site.

- 3.9 The Employer reserves the right to award any item, or the whole of the contract to one or more successful bidder(s).

- 3.10 Letter of good standing from the Workmen's Compensation Commissioner in terms of COIDA or latest assessment and proof of payment or in case of new registration, proof of registration must be provided.

4 Location of the works

- 4.1 The sites shall be in the Local Municipalities listed above. The contract and Tender document shall clearly identify the site.

5 Quality and quantities:

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5.1 Quality Standards:

- i. Special brands, where named, are used to indicate the standard of quality desired. Tenderer's equal/similar item will be considered, provided that the Tenderer specifies brand name(s) and submits full specifications. If the full set of specifications of the alternative item is not submitted, the item will not be considered for procurement.
- ii. In the event the employer elects to accept an alternative item purported to be equal/similar by the Tenderer, the employer may request the tenderer to provide samples of the alternative offer for testing and inspection. Acceptance of the item(s) will be conditional on such inspection and testing after receipt.

5.2 Quality Tests: The employer may from time to time test the quality of the products and non-compliance may result in the termination of the contract.

5.3 No estimated quantity projection is provided.

6 Information:

6.1 Bidders must take note that the tender will be disqualified in the event of a false statement having been made or false information submitted.

6.2 The tender must be valid for 90 (ninety) days after closing date.

6.3 The contract period will be from date of commencement until 3 months thereafter

6.4 Non-compliance with the tender conditions and specifications, could lead to breach of contract and the service provider will be liable for any expenses incurred as effect thereof.

7 Technical Requirements

7.1 Bidders should familiarize themselves with the all the relevant standard specifications and regulatory requirements for all materials and services to be supplied. The list below are indicative of the standards required for the materials and services.

- SANS 10114-1 Interior lighting Part 1: Artificial lighting of interiors
- SANS 10142-1: The wiring of premises – Low voltage installations

8 Design and Drawings

8.1 COGTA has provided terms of reference and bills of quantity

8.2 Any design shall comply with South African Building standards and SANS.

8.3 In some cases design drawings/ detail shall be provided and in other cases not.

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9 General

The Contractor shall:

- a) provide a monthly progress report covering work which is the subject of the contract and scope of works.
- b) be required to participate in regular progress meetings

10 Health and safety

The Contractor shall manage health and safety in accordance with the latest edition of the Occupational Health and Safety Specification for Construction Works Contracts. **A qualified Health and Safety Officer should always be on site.**

11 Procurement

COGTA invites bidders to enter into a contract to renovate MDHLULI Traditional Council Offices at Makoko under Mbombela Local Municipality within the Ehlanzeni District Municipality. The contract to include disposal of rubble to approved Municipal dumping sites.

COGTA will enter into a contract with the successful tenderer. Organs of state including Departments, Public entities, Municipalities and Municipal entities may make use of this agreement and formal request through COGTA for works falling within the Contracted scope of the contracts that are entered into.

Contract will be based on the JBCC Series 2000 Principal Building Agreement

11.1 Promotion of secondary (developmental) procurement objectives

11.1.1 The Contractor shall achieve in the execution the scope of works key performance indicators which promote a **range** of secondary procurement objectives including those relating to local economic development, Broad-Based Black Economic Empowerment, local labour and skills development.

11.1.2 The Contractor shall provide in a format acceptable to the Project Manager monthly data which facilitates the reporting on key performance indicators relating to secondary procurement objectives to a wide range of stakeholders.

12 Reporting

The Contractor shall report on the socio-economic indicators such as jobs created and employment of local labour specified in the agreement.

13 Communications

All communications with the Employer which are made in terms of the contract should be made using the standard templates provided by COGTA.

14 Issuing of Contract

The Employer will issue a contract in accordance with the provisions of the latest edition of the National Treasury Standard for Infrastructure Procurement and Delivery Management.

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15 Invoices

Invoices submitted shall be Tax invoices. The invoice shall comply with requirements, if any, established by the Employer.

16. Project duration

The project duration will be Three (3) Months form date of signing of contract.

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C4 PROJECT SPECIFICATIONS

BUILDING REQUIREMENTS

As Per Specification and BOQ

PRE-REQUISITE FOR THE WORKS

- Submit and seek approval of project team
- Submission and seek approval of Occupational and Safety File by the client
- Submission of proof of guarantees and Insurance for works to be undertaken
- Compliance to required CIDB Grading
- Submit and seek approval of the program of works
- Joint Ventures to provide a JOINT CIDB Grading
- Formation of Project Steering Committees
- Risk assessment

1.1. Occupational Health and Safety

The service provider needs to comply with the following legal requirements:

- Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014;
- Section 27(2) of the Disaster Management Act, 2002 regulations as amended;
- Consolidated Directions on Occupational Health and Safety in certain workplaces

After appointment, the service provider to prepare and seek approval from the employer for the following documents:

- Occupational Health and Safety Baseline specification
- Safety, Health, Environment and Quality Policy.

2. PROCUREMENT

Preferential procurement procedures

In general, the Department of CoGTA shall for quotations or Bids between the value of **R2 000 and R50 000 000.00**, which, conform to the specifications evaluate in accordance with the Preferential Procurement Policy Framework, 2000 (Act 5 of 2000) and the revised Preferential Procurement Regulations 2022, therefore 80 points for price and 20 points for the specific goals points.

3. CERTIFICATION BY RECOGNIZED BODIES

None

4. PLANT AND MATERIALS PROVIDED BY THE EMPLOYER

None

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5. SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

Storage space shall be identified by the employer.

6. PLANT AND EQUIPMENT

As required by the contract

7. ESSENTIAL DATA

7.1. The notice period for delivery is 05 Days

7.2. The trees and shrubs which are not to be disturbed are to be identified on site. Where possible, the disturbance of trees should be avoided.

7.3. The requirements for the termination, diversion or maintenance of existing services are:

1) none

7.4. Services which are known to exist on the site are:

1) Water network.

2) Electricity reticulation, sub-surface and overhead

3) Sewer Network and Septic tank

4) Roads/ pathways

7.5. The duration of the project is 3 months

**7.6. SANS 1921-6, Construction, and management requirements for works contracts –
Part 6: HIV/AIDS awareness.**

A qualified service provider is a service provider that is one that is accredited or provisionally accredited training service provider in the HIV/AIDS field.

A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel 011- 265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za.

The HIV/AIDS awareness programme is to be repeated at pre-agreed intervals throughout the duration of the contract. (including the initial one at the start of the contract.)

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Additional clauses

The duration of each workshop is not to be less than 1 hours.

7.7. Management meetings

A Schedule of meetings will be agreed with the service provider.

7.8. Daily records

The Service Provider is instructed to keep a set of signed off daily diaries with specific detail relating to Contract Participating Goals (CPG).

7.9. Payment certificates

Payment Certificates will be done as per Service Level Agreement. Payments will not be processed unless all the required supporting information are attached to the claim for payment.

2 PARTICULAR SPECIFICATIONS

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Annexure 1: Proforma Task Order

Task Order for use with framework contracts based on the JBCC		<i>Insert employer's logo</i>
<i>Employer:</i>		
Unit / department:		
<i>Contractor :</i>		
Framework contract details:		
No:		Title:
Task Order No:		
Detailed description of the work in the Task		
Contract Data associated with the performance of the Task		
Part 1: Data provided by the Employer		
The Contract Data as provided for in the <i>Contractor's</i> framework contract applies together with the additional <i>contract data</i> in this Task Order		
Core clauses		
10.1	The <i>Employer</i> is (name): Address: Postal Address: Tel No: Fax No: Mobile No. : E-mail address:	
10.1	The <i>Service Manager</i> is (name): Address: Postal Address: Tel: Fax: Mobile No. : e-mail:	
11.2(2)	The Affected Property is:	

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11.2(14) The following matters will be included in the Risk Register	
Secondary options	
X17	Low service damages
The amounts for low service damages are:	
X19	Task Order
X19.2	The starting date for the Task is
X19.2	The Task completion date is
X19.2	The delay damages are R per day
X20	Key Performance Indicators
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in the document called
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of weeks
Z6	Providing the services
	The work done by the Contractor himself is as follows:
Part 2: Data provided by the <i>Contractor</i>	
<i>Contractor's</i> representative is (Name): Address Tel No.: Fax No. Email.	
X19.7	The <i>Contractor's</i> Task Order programme is attached as Annexure A.

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THE AMOUNT OF PRICES (DEFINED COST PLUS THE FEE) INCLUSIVE OF VAT IS:

(in words)

.....; ;

R. (in figures)

The above prices are valid for days from the date of the *Contractor's* signature below

***Contractor's* representative**

Signature:

Name:

Date:

Acceptance by *Employer*

The above pricing and other details in this Task Order are accepted and the *Contractor* may now commence work on the Task in terms of Clause X19.4.

Signature:

Name: (Print)

Date:

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Task Order specific data and information

C2: Pricing Data

C2.1 Pricing assumptions

C2.1.1 The *Contractor* is paid according to the price estimated in the BOQ submitted for the work using rates approved by COGTA. The cost of managing the service is included in the Fee.

C2.1.2 Defined Cost includes the work done by the Contractor and the subcontracted at the unit rates established in the priced list of items. Defined Cost excludes costs associated with the management of the services.

C2.1.3 The *Contractor* does not have to allow in his prices in the priced list of for matters that may arise as a result of a compensation event.

C2.1.4 The priced list of items are the unit rates and lump sums which are applicable to the work which can be performed in terms of the Task Order.

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C2.1.5 PRICING SCHEDULE – FIRM PRICES

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

Name of Bidder: Bid Number:

Closing Time: Closing Date:

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

ITEM NO.	DESCRIPTION	TOTAL BID PRICE IN RANDS
1.1	TOTAL Excluding VAT	R
1.2	VAT (@ 15%)	R
1.3	TOTAL Including VAT	R

Bidder's Name:

Position: Bidder's Signature:

Date:

Total offered price to be carried to cover page.

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Secondary (developmental) procurement objectives

.... General

The relevant provisions of the following COGTA standard documents in the annexures of the Tender) apply to the execution of the Task Order:

- 1) Specification for the participation of local enterprises in the construction, renovation, refurbishment, alteration or maintenance of infrastructure
- 2) Specification for direct employment generated in the construction, renovation, refurbishment, alteration or maintenance of infrastructure
- 3) Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts

.... Contract skills development goal

The Contractor shall achieve or exceed in the performance of the Task Order the contract skills development goal established in the Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts.

.... Specification data

..... *Specification for the participation of local enterprises in the construction, renovation, refurbishment, alteration or maintenance of infrastructure*

The Contractor shall achieve or exceed a contract local enterprise goal (CLEG) of ...% in the performance of the Task Order in accordance with the provisions of the Specification for the participation of local enterprises in the construction, renovation, refurbishment, alteration or maintenance of infrastructure

The region which applies to the local enterprises is the Mpumalanga Province region as identified in the contract

..... *Specification for direct employment generated in the construction, renovation, refurbishment, alteration or maintenance of infrastructure*

The Contractor shall achieve or exceed a contract local direct employment goal (CLDEG) of . . . % in the performance of the Task Order in accordance with the provisions of the Specification for direct employment generated in engineering and construction contracts. The local direct employment goal (CLDEG) for women and youth (persons under the age of 36) shall be as per the Specific goals determined by COGTA .

SPECIAL CONDITIONS OF BID OR CONTRACT

This bid and all contracts will be subject to the General Conditions of Contract issued by the National Treasury

The Department and appointed Service Provider will sign a Contract of Service upon appointment.

The Service Provider should commence rendering services to the Province and place from the date as agreed with the Department after receiving the letter of appointment and signed the Contract of Service

Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in the Department

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The successful Service Provider agrees to keep all records and information of, or related to the proposal confidential and not discloses such records or information to any third party without the prior written consent of the Department

The Department reserves the right to terminate the Contract in the event that there is clear evidence of non-performance and non-compliance with the Contract

The short-listed Service Provider may be required to do a presentation in person to the Department, at their own cost, should it be deemed necessary to do so

The department reserves a right NOT to appoint any service provider if it deems fit that the bid is non-responsive.

The Department reserves a right to appoint more than one service provider.

The department intend to appoint per traditional council offices.

The evaluation process will be conducted per traditional council submissions.

The department reserves the right to appoint per specific traditional council's.

No bidder will be appointed with a Non-Compliant Tax status

The Department reserves the right to appoint service provider(s) on the agreed negotiated rates.

The geographic area which applies to local labour is Mpumalanga Province specific local Municipality Communities within which that Traditional Council is Located.

APPOINTMENT OF A SERVICE PROVIDER FOR THE RENOVATIONS OF MDHLULI TRADITIONAL COUNCIL
OFFICES AT MAKOKO IN MBOMBELA LOCAL MUNICIPALITY WITHIN EHLANZENI DISTRICT OF THE
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ANNEXURE A
BRIEFING MEETING SCHEDULE

N o	District	Municipality	Venue/ Traditional Council	Office/	Bid Briefing Date and Time
1	Ehlanzeni	Mbombela	Mdhluli	Makoko	26 July 2024 at 14h00

**RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
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Item No	Quantity	Rate	Amount
<u>BILL No. 1</u> <u>PRELIMINARIES</u> <u>BUILDING AGREEMENT AND PRELIMINARIES</u> The JBCC Series 2000 Principal Building Agreement (July 2007 edition 5.0 - reprint 1) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described The JBCC Principal Building Agreement Contract Data EC and the JBCC Principal Building Agreement Contract Data CE form an integral part of this agreement The ASAQs Preliminaries (November 2007 edition) published by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement shall be deemed to be incorporated in these bills of quantities Contractors are referred to the abovementioned documents for the intent and meaning of each clause thereof These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this agreement such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the abovementioned documents Where any item is not relevant to this specific agreement such item is marked N/A (signifying "not applicable")			
Carried to Collection		R	
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**RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
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PREAMBLES FOR TRADES

The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained

Supplementary preambles are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the said Model Preambles

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

PRICING OF PRELIMINARIES

Should the contractor select Option A in terms of subclause 3.2.1 in the Contract Data - Contractor to Employer (CE) for the purpose of adjustment of these preliminaries, the amount entered into the amount column in these preliminaries is to be divided into one or more of the three categories provided namely Fixed (F), Value Related (V) and Time Related (T)

SECTION A: PRINCIPAL BUILDING AGREEMENT

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<u>Definitions (A1)</u>				
1/1/1	Clause 1.0 - Definitions and interpretation The measuring system used for the preparation of the bills of quantities is the Standard System of Measuring Building Work (sixth edition, revised 1999) published by the Association of South African Quantity Surveyors [1.1] F:..... V:..... T:.....	Item		
	<u>Objective and preparation (A2 - A14)</u>			
1/1/2	Clause 2.0 - Offer acceptance and performance obligations F:..... V:..... T:.....	Item		
1/1/3	Clause 3.0 - Documents Refer to Annexure A for a list of the contract drawings Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT) [3.5] The principal agent shall decide which portion of the priced document may be used as a specification of materials and goods or methods, if any [3.9] F:..... V:..... T:.....	Item		
1/1/4	Clause 4.0 - Design responsibility F:..... V:..... T:.....	Item		
	Carried to Collection		R	
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**RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
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1/1/5	Clause 5.0 - Employer's agents F:..... V:..... T:.....	Item		
1/1/6	Clause 6.0 - Contractor's site representative F:..... V:..... T:.....	Item		
1/1/7	Clause 7.0 - Compliance with laws and regulations Without limiting the generality of the provisions of clause 7.0, the contractor's attention is drawn to the provisions of the Construction Regulations, 2003 issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [7.1] F:..... V:..... T:.....	Item		
1/1/8	Clause 8.0 - Works risk F:..... V:..... T:.....	Item		
1/1/9	Clause 9.0 - Indemnities F:..... V:..... T:.....	Item		
1/1/10	Clause 10.0 - General insurances F:..... V:..... T:.....	Item		
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1/1/11	Clause 11.0 - Special insurances F:..... V:..... T:.....	Item		
1/1/12	Clause 12.0 - Effecting insurances F:..... V:..... T:.....	Item		
1/1/13	Clause 13.0 - Assignment F:..... V:..... T:.....	Item		
1/1/14	Clause 14.0 - Security F:..... V:..... T:..... <u>Execution (A15 - A23)</u>	Item		
1/1/15	Clause 15.0 - Preparation for and execution of the works F:..... V:..... T:.....	Item		
1/1/16	Clause 16.0 - Site and access Certain areas will be occupied during the construction period and the contractor must execute the works with as little noise and disturbance as possible to the occupants. [16.6] F:..... V:..... T:.....	Item		
Carried to Collection			R	
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1/1/17	Clause 17.0 - Contract instructions F:..... V:..... T:.....	Item		
1/1/18	Clause 18.0 -Setting out of the works The contractor shall notify the principal agent if any encroachment of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments [18.1] F:..... V:..... T:.....	Item		
1/1/19	Clause 19.0 - Temporary works and plant Clause 19.1.1 - Enclosure of the works - n/a - existing site is enclosed Clause 19.1.2 - Office accommodation - provide suitable office accomodation for site meetings with tables and chairs for ten people F:..... V:..... T:.....	Item		
1/1/20	Clause 20.0 - Nominated subcontractors Refer to the provisions on general attendance hereinafter F:..... V:..... T:.....	Item		
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**RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
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1/1/21	Clause 21.0 - Selected subcontractors General attendance of n/s subcontractors for pricing by the contractor shall be in accordance with the n/s agreement. Notwithstanding this provision, general attendance shall be deemed to include for the contractor to provide free of charge to any n/s subcontractor such scaffolding as may reasonably be required by such n/s subcontractor for the execution of the relevant subcontract work F:..... V:..... T:.....	Item		
1/1/22	Clause 22.0 - Employer's direct contractors F:..... V:..... T:.....	Item		
1/1/23	Clause 23.0 - Contractor's domestic subcontractors F:..... V:..... T:..... <u>Completion (A24 - A30)</u>	Item		
1/1/24	Clause 24.0 - Practical completion F:..... V:..... T:.....	Item		
1/1/25	Clause 25.0 - Works completion F:..... V:..... T:.....	Item		
1/1/26	Clause 26.0 - Final completion F:..... V:..... T:.....	Item		
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1/1/27	Clause 27.0 - Latent defects liability period F:..... V:..... T:.....	Item		
1/1/28	Clause 28.0 - Sectional completion F:..... V:..... T:.....	Item		
1/1/29	Clause 29.0 - Revision of date for practical completion The removal and replacement of materials and/or workmanship which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value (Clause 29.3) F:..... V:..... T:.....	Item		
1/1/30	Clause 30.0 - Penalty for late or non-completion: 5.75c per R100 of the contract value F:..... V:..... T:..... <u>Payment (A31 - A35)</u>	Item		
1/1/31	Clause 31.0 - Interim payment Materials and goods stored off site shall not be included in the amount authorised for payment [31.6.5] F:..... V:..... T:.....	Item		
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1/1/32	Clause 32.0 - Adjustment to the contract value All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor [32.13] Where prices are submitted by the contractor or n/s subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the agreement and notwithstanding the fact that such prices may be used in an interim payment certificate there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing The contractor shall not receive any mark-up for overheads and profit on any omission of tenant installation work or tenant installation work by others. Claims for loss of profit shall not be entertained [32.2] F:..... V:..... T:.....	Item			
1/1/33	Clause 33.0 - Recovery of expense and loss F:..... V:..... T:.....	Item			
1/1/34	Clause 34.0 - Final account and final payment F:..... V:..... T:.....	Item			
1/1/35	Clause 35.0 - Payment to other parties F:..... V:..... T:.....	Item			
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	<u>Termination (A36 - A39)</u>				
1/1/36	Clause 36.0 - Termination by employer - contractor's default F:..... V:..... T:.....	Item			
1/1/37	Clause 37.0 - Termination by employer - loss and damage F:..... V:..... T:.....	Item			
1/1/38	Clause 38.0 - Termination by contractor - employer's default F:..... V:..... T:.....	Item			
1/1/39	Clause 39.0 - Termination - cessation of the works F:..... V:..... T:.....	Item			
	<u>Dispute (A40)</u>				
1/1/40	Clause 40.0 - Settlement of disputes F:..... V:..... T:.....	Item			
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1/1/45	Clause 2.2 - Provisional bills of quantities F:..... V:..... T:.....	Item		
1/1/46	Clause 2.3 - Availability of construction documentation The budgetary allowances and selected subcontract amounts allocated for subsequent trades included in this agreement will be separately procured, based on multiple procurement of selected subcontractors during the construction period F:..... V:..... T:..... <u>Previous work and adjoining properties (B3)</u>	Item		
1/1/47	Clause 3.1 - Previous work - dimensional accuracy F:..... V:..... T:.....	Item		
1/1/48	Clause 3.2 - Previous work - defects F:..... V:..... T:.....	Item		
1/1/49	Clause 3.3 - Inspection of adjoining properties F:..... V:..... T:..... <u>Samples, shop drawings and manufacturer's instructions (B4)</u>	Item		
1/1/50	Clause 4.1 - Samples of materials F:..... V:..... T:.....	Item		
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1/1/51	Clause 4.2 - Workmanship samples F:..... V:..... T:.....	Item		
1/1/52	Clause 4.3 - Shop drawings F:..... V:..... T:.....	Item		
1/1/53	Clause 4.4 - Compliance with manufacturer's instructions F:..... V:..... T:..... <u>Deposits and fees (B5)</u>	Item		
1/1/54	Clause 5.1 - Deposits and fees F:..... V:..... T:..... <u>Temporary services (B6)</u>	Item		
1/1/55	Clause 6.1 - Water F:..... V:..... T:.....	Item		
1/1/56	Clause 6.2 - Electricity F:..... V:..... T:.....	Item		
1/1/57	Clause 6.3 - Telecommunication facilities F:..... V:..... T:.....	Item		
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1/1/58	Clause 6.4 - Ablution facilities F:..... V:..... T:..... <u>Prime cost amounts (B7)</u>	Item		
1/1/59	Clause 7.1 - Responsibility for prime cost amounts F:..... V:..... T:..... <u>Special attendance on n/s subcontractors (B8)</u>	Item		
1/1/60	Clause 8.1 - Special attendance F:..... V:..... T:..... <u>General (B9)</u>	Item		
1/1/61	Clause 9.1 - Protection of the works F:..... V:..... T:.....	Item		
1/1/62	Clause 9.2 - Protection/isolation of existing/ occupied works Certain areas of the sitewill be occupied during the construction period (see item 4 page 14) F:..... V:..... T:.....	Item		
1/1/63	Clause 9.3 - Security of the works F:..... V:..... T:.....	Item		
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1/1/64	Clause 9.4 - Notice before covering work F:..... V:..... T:.....	Item
1/1/65	Clause 9.5 - Disturbance F:..... V:..... T:.....	Item
1/1/66	Clause 9.6 - Environmental disturbance F:..... V:..... T:.....	Item
1/1/67	Clause 9.7 - Works cleaning and clearing F:..... V:..... T:.....	Item
1/1/68	Clause 9.8 - Vermin F:..... V:..... T:.....	Item
1/1/69	Caluse 9.9 - Overhand work F:..... V:..... T:.....	Item
Schedule of variables (B10)		
Information necessary for elections and completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that no specific requirements are expected or that the clause is not relevant to this specific contract		
10.1 - Provisional bills of quantities [2.2] The quantities are provisional No		
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**RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
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	10.11 - Protection/isolation of existing/sectionally occupied works [9.2] Protection/isolation is required No 10.12 - Disturbance [9.5] 10.13 - Environmental disturbance [9.6] <u>SECTION C: SPECIFIC PRELIMINARIES</u> Any special items to meet the particular circumstances of a specific project are embodied in this section. Where required for an aspect of the works to be executed according to a design by a consulting engineer, a recital of the headings to the individual clauses of the JBCC Engineering General Conditions are included 1/1/70 Black economic empowerment and training F:..... V:..... T:..... 1/1/71 Proprietary branded products F:..... V:..... T:..... The contractor shall take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instructions after consultation with the manufacturer's authorised representative Carried to Collection Section No. 1 Bill No. 1 Preliminaries and Generals CGT/109/24/MP RIGHT ANGLE QS CONSULTING	Item Item	R	
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**RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
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1/1/72	Contract instructions F:..... V:..... T:..... Contract instructions issued on site are to be recorded in triplicate in a contract instruction book which is to be supplied and maintained on site by the contractor	Item		
1/1/73	Labour record F:..... V:..... T:..... At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and descriptions of tradesmen and labourers employed by him and all subcontractors on the works each day of that week	Item		
1/1/74	Plant record F:..... V:..... T:..... At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools used on the works each day of that week	Item		
1/1/75	Guarantees F:..... V:..... T:.....	Item		
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	Where guarantees are called for, the contractor shall obtain a written guarantee, addressed to the employer, from the firm supplying the materials and/or doing the work and shall deliver same to the principal agent on the certified completion of the contract. The guarantee shall state that workmanship, materials and installation are guaranteed for a specified period from the date of certified completion of the contract, and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice from the principal agent to do so. This guarantee will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the contractor. The principal agent shall be the sole judge of the cause responsible for defects in the work and his decision shall be final and binding in terms of clause 40.2 of the agreement				
1/1/76	Overtime F:..... V:..... T:..... Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorised, in writing, prior to execution thereof, that costs for such overtime are to be borne by the employer	Item			
1/1/77	Co-operation of contractor for cost management F:..... V:..... T:.....	Item			
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1/1/78	It is specifically agreed that the contractor accepts the obligation of assisting the professional consultants in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget. The quantity surveyor undertakes to make available to the contractor all budgetary allowances and cost assessments/reports to enable the proper procedures to be implemented and the contractor will attend all cost plan review and cost management meetings. The contractor undertakes to extend these procedures in regard to all subcontractors Occupational Health and Safety Specification F:..... V:..... T:.....	Item		
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1/1/79	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). 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. 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 extension of time or interest, due to such delay of payment. Provisions 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. Allow for the compulsory equipment and clothing, ie hats, safety shoes, safety clothing, safety glasses, safety masks, harnesses, etc F:..... V:..... T:..... Carried to Collection Section No. 1 Bill No. 1 Preliminaries and Generals CGT/109/24/MP RIGHT ANGLE QS CONSULTING	Item	R	
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**RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
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1/1/80	Allow for all compulsory health and safety posters, boards, etc F:..... V:..... T:.....	Item		
1/1/81	Allow for all compulsory health and safety workshops, meetings, lectures, demonstrations, etc F:..... V:..... T:.....	Item		
1/1/82	Allow for all compulsory health and safety pamphlets, cards, paperwork, etc to each worker, consultant, public individual, etc coming onto the site F:..... V:..... T:.....	Item		
1/1/83	Allow for compulsory health and safety files that must be completed daily and must be handed to the employer on completion of the contract F:..... V:..... T:.....	Item		
1/1/84	Scope of Application as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
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1/1/85	Notification of Construction Work as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
1/1/86	Employer's responsibilities as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
1/1/87	Principal Contractor's responsibility as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
1/1/88	Supervision of construction work as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
1/1/89	Risk assessment as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
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1/1/90	Fall protection as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
1/1/91	Structures Formwork and Support as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
1/1/92	Excavation as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
1/1/93	Demolotion work as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
1/1/94	Tunnelling as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
Carried to Collection Section No. 1 Bill No. 1 Preliminaries and Generals CGT/109/24/MP RIGHT ANGLE QS CONSULTING			R	

**RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
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1/1/95	Scaffolding as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
1/1/96	Suspended platforms as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
1/1/97	Botswains chairs as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
1/1/98	Materials hoists as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
1/1/99	Batch plant as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
Carried to Collection Section No. 1 Bill No. 1 Preliminaries and Generals CGT/109/24/MP RIGHT ANGLE QS CONSULTING			R	

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1/1/100	Explosive powered tools as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
1/1/101	Cranes as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
1/1/102	Construction vehicles and mobile plant as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
1/1/103	Electrical installations and machinery on construction sites as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
Carried to Collection Section No. 1 Bill No. 1 Preliminaries and Generals CGT/109/24/MP RIGHT ANGLE QS CONSULTING			R	

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1/1/104	Use and temporary storage of flammable liquids on construction sites as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
1/1/105	Water environments as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
1/1/106	Housekeeping on construction sites as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
1/1/107	Stacking and storage on construction sites as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
1/1/108	Fire precautions as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
Carried to Collection			R	
Section No. 1 Bill No. 1 Preliminaries and Generals CGT/109/24/MP RIGHT ANGLE QS CONSULTING				

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1/1/109	Construction welfare as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
1/1/110	Approved inspection Authorities as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
1/1/111	Offences and penalties as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
1/1/112	Repeal of regulations as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
1/1/113	Short title as per Act No 85 of 1993 F:..... V:..... T:.....	Item		
Carried to Collection Section No. 1 Bill No. 1 Preliminaries and Generals CGT/109/24/MP RIGHT ANGLE QS CONSULTING			R	

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1/1/114	C12: Contract drawings F:..... V:..... T:..... 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 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	Item			
1/1/115	C13: General preambles F:..... V:..... T:..... The document "Specifications of Materials and Methods to be used (PW371)" is obtainable on request from the head office and all regional offices of the Department, and shall be read in conjunction with the bills of quantities and be referred to for the full descriptions of work to be done and materials to be used	Item			
1/1/116	C14: Trade names F:..... V:..... T:.....	Item			
Carried to Collection				R	
Section No. 1 Bill No. 1 Preliminaries and Generals CGT/109/24/MP RIGHT ANGLE QS CONSULTING					

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	Wherever a trade name form 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 If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for				
1/1/117	C16: SANS 1921-6: HIV/AIDS Awareness read in conjunction with the Associated Specification Data F:..... V:..... T:.....	Item			
1/1/118	General requirements (Clause 4.1) F:..... V:..... T:.....	Item			
1/1/119	HIV/AIDS awareness programme (Clause 4.2) F:..... V:..... T:.....	Item			
Carried to Collection				R	
Section No. 1 Bill No. 1 Preliminaries and Generals CGT/109/24/MP RIGHT ANGLE QS CONSULTING					

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1/1/120	Reporting (Clause 4.3) F:..... V:..... T:..... <u>SUMMARY OF CATEGORIES</u> Category : Fixed R..... Category : Value R..... Category : Time R..... Carried to Collection Section No. 1 Bill No. 1 Preliminaries and Generals CGT/109/24/MP RIGHT ANGLE QS CONSULTING	Item		
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RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
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Section No. 1			
Preliminaries and Generals			
Bill No. 1			
Preliminaries and Generals			
<u>COLLECTION</u>			
Total Brought Forward from Page No.	Page No	Amount	
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RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
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Item No		Quantity	Rate	Amount
	<u>BILL NO.1</u> <u>ALTERATIONS (PROVISIONAL)</u> <u>SUPPLEMENTARY PREAMBLES</u> View site Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished.No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained Explosives No explosives whatsoever may be used for demolition purposes unless otherwise stated General The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants.He shall provide proper protection and provide,erect and remove when directed,any temporary tarpaulins that may be necessary during the progress of the works,all to the satisfaction of the principal agent Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut,shall be effectually stopped off or grubbed up and removed,and any new connections that may be necessary shall be made with proper fittings,to the satisfaction of the principal agent			
	Carried to Collection		R	
	Section No. 2 Bill No. 1 Alterations CGT/109/24/MP RIGHT ANGLE QS CONSULTING			

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	Doors,fanlights,fittings,frames,linings,etc which are to be re-used shall be thoroughly overhauled before refixing including taking off,easing and rehanging,cramping up,re-wedging as required and making good cramps,dowels,etc,and easing,oiling,adjusting and repairing ironmongery as necessary,replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber,unless otherwise described.Re-painting or re-vanishing is given separately Prices for taking out and removing doors and frames shall include for removing door stops,cabin hooks,etc and making good floor and wall finishes to match existing With regard to building up of openings in existing walls,cement screeds and pavings,granolithic,tops of walls,etc, shall be levelled and prepared for raising brickwork Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied,where necessary The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors,windows,fittings,etc) <u>REMOVAL OF EXISTING WORK</u> <u>Breaking up and removing unreinforced concrete</u>				
2/1/1	100mm Thick surface beds and aprons	m2	3		
	<u>Taking out and removing doors and make good frames to receive new doors</u>				
2/1/2	Timber single door overall size 813 x 2032mm high	No	25		
Carried to Collection					R
Section No. 2 Bill No. 1 Alterations CGT/109/24/MP RIGHT ANGLE QS CONSULTING					

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2/1/3	Timber double door overall size 1626 x 2032mm high	No	1		
	<u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc</u>				
2/1/4	Pitched roof 7.40 x 5.30 x 1.2m high overall, of timber trusses and battens, asbestos roof covering, eaves soffit covering, fascias, barge boards, gutters and rainwater pipes (allow for removal of asbestos by specialist)	No	1		
2/1/5	Pitched roof 11.46 x 7.95 x 1.2m high overall, of timber trusses and battens, asbestos roof covering, eaves soffit covering, fascias, barge boards, gutters and rainwater pipes (allow for removal of asbestos by specialist)	No	1		
2/1/6	Pitched roof 16.20 x 11.84 x 1.2m high overall, of timber trusses and battens, asbestos roof covering, eaves soffit covering, fascias, barge boards, gutters and rainwater pipes (allow for removal of asbestos by specialist)	No	1		
2/1/7	Pitched roof 14.00 x 11.08 x 1.2m high overall, of timber trusses and battens, asbestos roof covering, eaves soffit covering, fascias, barge boards, gutters and rainwater pipes (allow for removal of asbestos by specialist)	No	1		
2/1/8	Gypsum plasterboard ceilings, including timber brandering, cornices, etc	m2	173		
2/1/9	Fibre cement ceilings, including timber brandering, cornices etc	m2	94		
2/1/10	Asbestos cement ceilings, including timber/steel brandering/hangers, etc	m2	155		
2/1/11	Timber pelmets	m	20		
Carried to Collection				R	
Section No. 2 Bill No. 1 Alterations CGT/109/24/MP RIGHT ANGLE QS CONSULTING					

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2/1/12	Toilet paper holder from wall	No	4		
2/1/13	Vertical blinds and make good surfaces to match existing	m	38		
2/1/14	Proprietary kitchen cupboard floor unit overall size 1 200 x 600 x 900mm high complete with single bowl sink	No	1		
2/1/15	Tiles to floors	m2	322		
2/1/16	Skirting 100mm high of cut floor tiles	m	181		
	<u>Hacking up/off and removing quarry tiles including removing mortar bed or adhesive from concrete or brickwork and preparing surfaces for new screed, plaster tile finish, etc</u>				
2/1/17	Tiles to floors	m2	94		
	<u>Taking out and removing piping, sanitary fittings, etc, including cutting off as necessary, disconnecting piping from fittings and making good floor and wall finishes (making good tiling and paintwork elsewhere)</u>				
2/1/18	Vitreous china wash hand basin, including short lengths of piping, etc	No	6		
2/1/19	Vitreous china WC pan with cistern and flush pipe	No	6		
2/1/20	Vitreous china urinal with flush valve, including short lengths of piping, etc	No	1		
	<u>Taking out/off and removing glass and mirrors</u>				
2/1/21	Glass from steel windows, including cleaning out rebates and preparing for new glass	m2	1		
2/1/22	Mirror 600 x 900mm high from wall	No	3		
Carried to Collection				R	
Section No. 2					
Bill No. 1					
Alterations					
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<u>SERVICING EXISTING ITEMS</u>				
<u>Servicing existing windows</u>				
2/1/23	Carefully examine hinges, handles and stays to steel windows and replace damaged and or missing ones including putty to glazing of steel and fully service same to facilitate smooth functionality, leave clean all to the satisfaction of the Principal Agent, overall size of window 530 x 530mm high	No	5	
2/1/24	Carefully examine hinges, handles and stays to steel windows and replace damaged and or missing ones including putty to glazing of steel and fully service same to facilitate smooth functionality, leave clean all to the satisfaction of the Principal Agent, overall size of window 680 x 530mm high	No	2	
2/1/25	Carefully examine hinges, handles and stays to steel windows and replace damaged and or missing ones including putty to glazing of steel and fully service same to facilitate smooth functionality, leave clean all to the satisfaction of the Principal Agent, overall size of window 530 x 970mm high	No	1	
2/1/26	Carefully examine hinges, handles and stays to steel windows and replace damaged and or missing ones including putty to glazing of steel and fully service same to facilitate smooth functionality, leave clean all to the satisfaction of the Principal Agent, overall size of window 660 x 1030mm high	No	1	
2/1/27	Carefully examine hinges, handles and stays to steel windows and replace damaged and or missing ones including putty to glazing of steel and fully service same to facilitate smooth functionality, leave clean all to the satisfaction of the Principal Agent, overall size of window 1 000 x 600mm high	No	2	
2/1/28	Carefully examine hinges, handles and stays to steel windows and replace damaged and missing ones including putty to glazing of steel windows and fully service same to facilitate smooth functionality, leave clean all to the satisfaction of the Principal Agent, overall size of window 960 x 900mm high	No	1	
Carried to Collection				R
Section No. 2 Bill No. 1 Alterations CGT/109/24/MP RIGHT ANGLE QS CONSULTING				

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2/1/29	Carefully examine hinges, handles and stays to steel windows and replace damaged and missing ones including putty to glazing of steel windows and fully service same to facilitate smooth functionality, leave clean all to the satisfaction of the Principal Agent, overall size of window 1 020 x 950mm high	No	1		
2/1/30	Carefully examine hinges, handles and stays to steel windows and replace damaged and missing ones including putty to glazing of steel windows and fully service same to facilitate smooth functionality, leave clean all to the satisfaction of the Principal Agent, overall size of window 1 520 x 640mm high	No	23		
2/1/31	Carefully examine hinges, handles and stays to steel windows and replace damaged and missing ones including putty to glazing of steel windows and fully service same to facilitate smooth functionality, leave clean all to the satisfaction of the Principal Agent, overall size of window 1 200 x 960mm high	No	2		
2/1/32	Carefully examine hinges, handles and stays to steel windows and replace damaged and missing ones including putty to glazing of steel windows and fully service same to facilitate smooth functionality, leave clean all to the satisfaction of the Principal Agent, overall size of window 1 460 x 1 200mm high	No	8		
<u>BUILDING UP OPENINGS</u>					
<u>MAKING GOOD OF FINISHES,ETC</u>					
<u>Making good cement screeds</u>					
2/1/33	25mm Thick on floors in patches	m2	10		
2/1/34	Allow for the removal of loose rubbish,refuse and debris etc from all floors of the building.To this end the contractor shall visit the site and make full assesment of the amount of rubbish,refuse and debris etc to be removed berfore pricing this item,as no claims will be entertained because the tenderer was unaware of the extent of rubbish,refuse and debris etc				
			Item		
				R	
Carried to Collection Section No. 2 Bill No. 1 Alterations CGT/109/24/MP RIGHT ANGLE QS CONSULTING					

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2/1/35	<u>Stripping of Electrical Work</u> Stripping of all existing electrical wiring, fittings, etc. including temporary disconnection of power and leaving wire ways and conduits to receive new wiring where feasible	Item		
	Carried to Collection		R	
	Section No. 2 Bill No. 1 Alterations CGT/109/24/MP RIGHT ANGLE QS CONSULTING			

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Item No		Quantity	Rate	Amount
	<u>BILL NO. 3</u> <u>ROOF COVERINGS</u> <u>(CPAP WORK GROUP NO. 124 UNLESS OTHERWISE STATED)</u> NOTE: The tenderer is referred to the relevant clauses in the Standard Preambles to All Trades and to the Supplementary Preambles which are incorporated in these Bills of Quantities <u>PROFILED METAL SHEETING AND ACCESSORIES (CPAP Work Group No. 124)</u> NOTE: The work is to be carried out by an approved 'Craftlock' roofing contractor and must carry a five year 'Craftlok' workmanship and water tightness guarantee <u>0.58mm "Craftlock" 275g/m2 spelter embossed galvanised troughed sheet steel with "Chromadek" finish on one side and standard backing coat on other side in single sheet lengths fixed to timber purlins or rails (purlins and rails elsewhere) and 0.58mm embossed galvanised sheet metal steel accessories with "Chromadek" finish on one side and standard backing coat on other side</u>			
2/3/1	Roof covering with pitch not exceeding 25 degrees	m2	558	
2/3/2	Sidewall flashing 308mm girth	m	29	
2/3/3	Ridge capping 460mm girth	m	60	
2/3/4	Hip capping 460mm girth	m	36	
2/3/5	Valley gutter 460mm girth	m	12	
	<u>ROOF INSULATION</u>			
	Carried to Collection			
	Section No. 2 Bill No. 3 Roof Covering CGT/109/24/MP RIGHT ANGLE QS CONSULTING			
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<u>"Sisalation 410" housing grade reinforced aluminium foil and polyethelene insulation</u>	2/3/6	Insulation laid taut over purlins (at maximum 1000mm centres) and fixed concurrent with roof covering, including galvanised steel straining wires	m2	558	
Section No. 2 Bill No. 3 Roof Covering CGT/109/24/MP RIGHT ANGLE QS CONSULTING	Carried to Collection	R			

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Item No		Quantity	Rate	Amount
	<u>BILL NO. 4</u> <u>CARPENTRY AND JOINERY</u> <u>(CPAP WORK GROUP NO. 126 UNLESS OTHERWISE STATED)</u> NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this Bill. Where reference is made to trade names in these Bills of Quantities, it shall be taken to read "or other equal approved". Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No. 126 for CPAP formula purposes. ----- <u>SUPPLEMENTARY PREAMBLES</u> <u>Particle board:</u> Particle board shall comply with the following specifications: a) SABS 1300 Particle board: exterior and flooring type b) SABS 1301 Particle board: interior type <u>Joinery:</u> Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes Carried to Collection Section No. 2 Bill No. 4 Carpentry and Joinery CGT/109/24/MP RIGHT ANGLE QS CONSULTING			
			R	

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	"Everite Flexit" or other equal and approved pressed nutec-cement			
2/4/4	12 x 225mm Fascias and barge boards including galvanised steel H-profile jointing strips	m	138	
	<u>SKIRTINGS</u>			
	<u>Wrought meranti</u>			
2/4/5	70 x 13mm Skirtings including 16mm quadrant bead, plugged	m	47	
	<u>DOORS ETC</u>			
	<u>Wrought meranti doors hung to steel frames</u>			
2/4/6	44 mm Framed batten door 813 x 2 032mm high of 44 x 146 mm top rail and stiles, 22 x 146 mm middle ledge and braces and 22 x 222 mm bottom rail filled in with 22 mm V-jointed one side boarding and covered on other side with 3 mm plywood with veneer to match door let into and including rebates all round	No	19	
2/4/7	44mm "TDM" Framed and ledged double door 1 511 x 2 032mm high with rebated meeting stiles and weather bars in two leaves	No	1	
	<u>Semi solid doors with commercial veneer on both sides hung to steel frames</u>			
2/4/8	40mm Single door 813 x 2 032mm high	No	6	
	<u>BEADS, ARCHITRAVES, ETC</u>			
	<u>Wrought meranti</u>			
2/4/9	18 x 60mm plain rail hung plugged door height on brickwork or concrete	m	50	
	<u>FITTINGS</u>			
Carried to Collection			R	
Section No. 2 Bill No. 4 Carpentry and Joinery CGT/109/24/MP RIGHT ANGLE QS CONSULTING				

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2/4/10	Doors constructed of 'PG Bison' or similar approved 22mm melamine boards to be mounted with hinges on timber frame to suite existing ones with Upvc edging all round overall size 840 x 800mm high .	No	2		
2/4/11	Cabinets constructed with 'PG Bison' or similar approved 22mm melamine boards to be mounted with concealed brackets and sitting on 16mm melamine faced backing, size 4 770 x 600 x 900mm high to top of surface, including 30mm granite Nero Rustenburg worktop complete with a double kitchen sink cut out and silicone sealant around wall junctions.	No	1		
Carried to Collection Section No. 2 Bill No. 4 Carpentry and Joinery CGT/109/24/MP RIGHT ANGLE QS CONSULTING					
					R

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Item No		Quantity	Rate	Amount
	<u>BILL NO. 5</u> <u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u> <u>(JBCC CPAP WORK GROUP NO. 128 UNLESS OTHERWISE STATED)</u> PREAMBLES The Tenderer is referred to the relevant Clauses in a separate document Model Preambles for Trades(1999 Edition) and to the Supplementary Preambles. <u>SUPPLEMENTARY PREAMBLES</u> <u>Proprietary items or materials</u> Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Architect <u>Descriptions</u> Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs in brickwork or concrete at not exceeding 600 mm centres, and where described as "bolted" the bolts have been given elsewhere <u>CEILINGS</u> <u>"Aerolite" insulation</u>			
2/5/1	50mm Insulation closely fitted and laid on top of branderling between roof timbers etc	m2	420	
	Carried to Collection		R	
	Section No. 2 Bill No. 5 Ceilings,Partitions and Access Flooring CGT/109/24/MP RIGHT ANGLE QS CONSULTING			

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**RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
AT MAKOKO IN MBOMBELA LOCAL MUNICIPALITY
WITHIN ENHLANZENI DISTRICT OF THE MPUMALANGA PROVINCE**

[illegible]

RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
AT MAKOKO IN MBOMBELA LOCAL MUNICIPALITY
WITHIN ENHLANZENI DISTRICT OF THE MPUMALANGA PROVINCE

Item No		Quantity	Rate	Amount
	<u>BILL NO. 6</u> <u>IRONMONGERY</u> <u>PREAMBLES</u> For preambles see "Standard Model Specifications for Building Works OW371/Jan.95" <u>SUPPLEMENTARY PREAMBLES</u> Finishes to ironmongery Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS - Satin bronze lacquered CP - Chromium Plated SC - Satin Chromium Plated SE - Silver Enamelled GE - Grey Enamelled AS - Anodised Silver AB - Anodised Bronze AG - Anodised Gold ABL - Anodised Black PB - Polished Brass PL - Polished and lacquered PT - Epoxy coated SD - Sanded <u>HINGES, BOLTS, ETC.</u> <u>"Bildware"</u> 2/6/1 "B2578SC" chromium plated WC indicator bolt with keep fixed to metal <u>LOCKS</u> Carried to Collection Section No. 2 Bill No. 6 Ironmongery CGT/109/24/MP RIGHT ANGLE QS CONSULTING	No	5	
			R	

**RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
AT MAKOKO IN MBOMBELA LOCAL MUNICIPALITY
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	<u>"Union" or equal approved</u>				
2/6/2	"Union" 1022 nightlatches	No	2		
	<u>"Mazac Tarpon" or equal approved</u>				
2/6/3	"LA952/4L" four lever lockset and handles with chrome plated finish	No	17		
2/6/4	"LA952/4L" four lever lockset with striking plate and rebate conversion set fixed to metal and handles with chrome plated finish	No	1		
	<u>PUSH PLATES AND KICKING PLATES</u>				
	<u>"Dorma" or equal approved</u>				
2/6/5	Stainless steel kick plate size 813 x 200mm high fixed to timber	No	19		
2/6/6	"DKP-SS-160" 300 x 150 x 0.9mm blank brushed stainless steel push plate	No	1		
	<u>DOOR CLOSERS</u>				
	<u>"Dorma" or equal approved</u>				
2/6/7	"TS73N/EN3-4" door closer with standard arm delayed closing	No	2		
2/6/8	70mm High sign with a maximum of thirteen letters or numerals and one symbol with one space	No	15		
2/6/9	"DSS-130" 150 x 150mm stainless steel plate with male symbol	No	2		
2/6/10	"DSS-131" 150 x 150mm stainless steel plate with female symbol	No	1		
2/6/11	Allow (PC Amount R20 000) for signage as per the Traditional Council specification	No	1		
	Carried to Collection			R	
	Section No. 2				
	Bill No. 6				
	Ironmongery				
	CGT/109/24/MP				
	RIGHT ANGLE QS CONSULTING				

**RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
AT MAKOKO IN MBOMBELA LOCAL MUNICIPALITY
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	<u>"BATHROOM FITTINGS"</u>				
2/6/12	19mm Diameter chromium plated towel rail 600mm long including end brackets plugged	No	1		
	<u>"Franke" or equal approved</u>				
2/6/13	"EXOS600" Paper towel dispenser plugged overall size 300 x 573 x 120mm.	No	3		
2/6/14	Medius toilet roll holder "MEDX 111HP" 140x54x160 mm	No	1		
2/6/15	"STRX67" stainless steel lockable toilet roll holder to hold two rolls plugged	No	4		
	<u>"Kimberly-Clark" or equal approved</u>				
2/6/16	"Code 925570" soap dispenser plugged	No	4		
2/6/17	Pinning board 2400 x 1140mm with softboard backing and aluminium frame and plastic rounded corners, including aluminium pen tray along bottom of pin board, plugged and screwed to brickwork	No	2		
	<u>WINDOW BLINDS</u>				
2/6/18	Window size, 1 000 x 600mm high	No	2		
2/6/19	Window size, 1 520 x 640mm high	No	23		
2/6/20	Window size, 1 020 x 950mm high	No	1		
2/6/21	Window size, 1 200 x 960mm high	No	2		
2/6/22	Window size, 1 460 x 1 200mm high	No	8		
	Carried to Collection			R	
	Section No. 2				
	Bill No. 6				
	Ironmongery				
	CGT/109/24/MP				
	RIGHT ANGLE QS CONSULTING				

**RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
AT MAKOKO IN MBOMBELA LOCAL MUNICIPALITY
WITHIN ENHLANZENI DISTRICT OF THE MPUMALANGA PROVINCE**

[illegible]

**RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
AT MAKOKO IN MBOMBELA LOCAL MUNICIPALITY
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[illegible]

RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
AT MAKOKO IN MBOMBELA LOCAL MUNICIPALITY
WITHIN ENHLANZENI DISTRICT OF THE MPUMALANGA PROVINCE

Item No		Quantity	Rate	Amount
	<u>BILL NO. 7</u> <u>METALWORK</u> NOTE : Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No. 136 for CPAP formula purposes <u>SUPPLEMENTARY PREAMBLES</u> <u>Descriptions</u> Descriptions of bolts shall be deemed to include nuts and washers Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described <u>SUNDRY STEELWORK</u> <u>(CPAP FORMULA WORK GROUP NO. 136)</u> <u>WELDED SCREEN GATES etc</u> <u>PRESSED STEEL DOOR FRAMES</u> <u>STEEL ROLLER SHUTTERS ETC</u> <u>"Roller Style" Epoxy powder coated roller shutters fixed to brickwork or concrete</u>			
2/7/1	Manual push-up roller shutter for 2 500 x 2 175mm high opening	No	1	
	Carried Forward to Summary of Section No. 2		R	
	Section No. 2 Bill No. 7 Metal Work CGT/109/24/MP RIGHT ANGLE QS CONSULTING			

**RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
AT MAKOKO IN MBOMBELA LOCAL MUNICIPALITY
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Item No		Quantity	Rate	Amount
	BILL NO. 8 PLASTERING <u>(CPAP WORK GROUP NO. 142 UNLESS OTHERWISE STATED)</u> PREAMBLES For preambles see "Standard Model Specifications for Building Works OW371/Jan.95" INTERNAL PLASTER SCREEDS <u>Cement plaster on brickwork</u> On walls in patches new works	m2	5	
2/8/1				
	Carried Forward to Summary of Section No. 2		R	
	Section No. 2 Bill No. 8 Plastering CGT/109/24/MP RIGHT ANGLE QS CONSULTING			

**RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
AT MAKOKO IN MBOMBELA LOCAL MUNICIPALITY
WITHIN ENHLANZENI DISTRICT OF THE MPUMALANGA PROVINCE**

Item No		Quantity	Rate	Amount
	BILL NO. 9			
	TILING			
	PREAMBLES			
	For preambles see "Standard Model Specifications for Building Works OW371/Jan.95"			
	SUPPLEMENTARY PREAMBLES			
	Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 cement plaster bedding			
	WALL TILING			
	<u>200 x 200 x 4.7mm "Johnson Matisse MWB4" glazed wall tiles fixed with "Tal Professional" tile adhesive to plaster (elsewhere measured) with 2mm wide joints continuous in both directions with joints pointed with "Tal Super White Grout"</u>			
2/9/1	On walls in isolated panels, splashbacks, etc	m2	3	
2/9/2	On walls	m2	203	
2/9/3	On narrow widths	m2	3	
	FLOOR TILING			
	<u>450 x 450 x 6.5mm matt ceramic floor tiles or similar approved fixed with adhesive to bedding (bedding elsewhere) and flush pointed with tinted waterproof jointing compound</u>			
2/9/4	On floors and landings	m2	310	
	Carried to Collection			R
	Section No. 2 Bill No. 9 Tiling CGT/109/24/MP RIGHT ANGLE QS CONSULTING			

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2/9/5	Skirting 100mm high of cut floor tiles 600 x 600 x 8mm Non-slip ceramic floor tiles (Dome White Shine) or similar approved fixed with adhesive to bedding (bedding elsewhere) and flush pointed with tinted waterproof jointing compound	m	113		
2/9/6	On floors and landings	m2	102		
2/9/7	Skirting 100mm high of cut floor tiles	m	57		
				R	
Section No. 2 Bill No. 9 Tiling CGT/109/24/MP RIGHT ANGLE QS CONSULTING					

**RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
AT MAKOKO IN MBOMBELA LOCAL MUNICIPALITY
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RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
AT MAKOKO IN MBOMBELA LOCAL MUNICIPALITY
WITHIN ENHLANZENI DISTRICT OF THE MPUMALANGA PROVINCE

Item No		Quantity	Rate	Amount
	<u>BILL NO. 10</u> <u>PLUMBING AND DRAINAGE</u> <u>(PROVISIONAL)</u> <u>PREAMBLES</u> For preambles see "Standard Model Specifications for Building Works OW371/Jan.95" <u>SUPPLEMENTARY PREAMBLES</u> uPVC pipes and fittings Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings. Soil, waste and vent pipes and fittings shall be solvent weld jointed. uPVC pressure pipes and fittings Pipes for water supply shall be of the class stated. Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings Pipes of 50mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints. Copper pipes Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall Carried to Collection Section No. 2 Bill No. 10 Plumbing and Drainage CGT/109/24/MP RIGHT ANGLE QS CONSULTING			
			R	

**RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
AT MAKOKO IN MBOMBELA LOCAL MUNICIPALITY
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only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be approved by the Architect. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground. Reducing fittings Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reduces he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reduces, etc will be entertained. Wire gratings Descriptions of gutter outlets, etc shall be deemed to include wire ballon gratings. Exposed concrete surfaces Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gulley tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster. Excavations No claim for rock excavations will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling "Soft rock" and "hard rock" shall be as defined in "Earthworks" Laying, backfilling, bedding, etc of pipes				
Carried to Collection				
Section No. 2 Bill No. 10 Plumbing and Drainage CGT/109/24/MP RIGHT ANGLE QS CONSULTING			R	

**RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
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Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions Where no manufacturers' instructions exist pipes shall be laid in accordance with clause 5.1 and 5.2 of each of the following: SABS 1200L Medium -pressure pipelines LD Sewers LE Stormwater drainage Pipe trnches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7, and 7 of SABS 1200 DB Earhworks (Pipe trenches) Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200 LB Bedding (Pipes) Unless otherwise described bedding of rigid pipes shall be class B bedding Flush pans Flush pans shall have straight or side outlets and "P" or "S" traps as necessary Stainless stee basins, sinks, washtroughs, urinals, etc Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable Waste unions Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings <u>SANITARY FITTINGS</u> Carried to Collection Section No. 2 Bill No. 10 Plumbing and Drainage CGT/109/24/MP RIGHT ANGLE QS CONSULTING			
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**RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
AT MAKOKO IN MBOMBELA LOCAL MUNICIPALITY
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2/10/1	"Franke trendline model" Double bowl sink and drainer 1 500 x 535mm wide	No	1		
	<u>"Vaal" Vitreous china</u>				
2/10/2	500 x 240 x 130mm "Coocoo" hand basin wall mounted with semi punched taphole, including integrated overflow	No	1		
2/10/3	510 x 405mm "Hibiscus" hand basin wall mounted with three semi punched taphole, including integrated overflow, and chainstay hole through the centre semi punched taphole	No	5		
2/10/4	"Klip" low level wc suite comprising pan with double flap heavy duty plastic seat and matching 9 litre cistern with flush pipe	No	6		
2/10/5	415 x 315 x 275mm "Flatback" wall hung bowl urinal with spreader (flushing valve elsewhere)	No	2		
2/10/6	32mm CP basin waste union with 62mm flange, 80mm shank and slotted backnut complete with anti-theft plug and spindle	No	6		
	<u>TRAPS ETC</u>				
2/10/7	32 x 32mm CP basin bottle trap	No	6		
	<u>TAPS, VALVES, ETC</u>				
2/10/8	Chromium plated single tap hole basin mixer	No	6		
2/10/9	15mm 266/041/10 "Nova" sink mixer	No	1		
2/10/10	FJ6.000 "Flushmaster Junior" urinal flush valve	No	2		
2/10/11	PB1.10RB vacuum breaker	No	2		
2/10/12	PA1.1RB "Kwikflo" 400 kPa pressure reducing valve	No	2		
Carried to Collection				R	
Section No. 2 Bill No. 10 Plumbing and Drainage CGT/109/24/MP RIGHT ANGLE QS CONSULTING					

RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
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**RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
AT MAKOKO IN MBOMBELA LOCAL MUNICIPALITY
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RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
AT MAKOKO IN MBOMBELA LOCAL MUNICIPALITY
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Item No		Quantity	Rate	Amount
	<u>BILL NO. 12</u> <u>PAINTWORK</u> Unless otherwise stated all items in this bill shall be deemed to fall into Work Group No. 152 for JBCC CPAP purposes <u>GENERAL PREAMBLES</u> For general preambles, refer to 'Model Preambles for Trades 1999' published by the Association of SA Quantity Surveyors <u>SUPPLEMENTARY PREAMBLES</u> <u>Generally</u> All work is to be executed in strict accordance with the paint specifications of the manufacturer for the preparation of previously painted surfaces. Primer (first) coats may be thinned in accordance with the specifications of the manufacturer to aid the absorption of the paint. All surfaces must be sound, clean and have a moisture content of less than 12% <u>Proprietary products in descriptions</u> Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval of the Agent/Representative			
	Carried to Collection		R	
	Section No. 2 Bill No. 12 Paintwork CGT/109/24/MP RIGHT ANGLE QS CONSULTING			

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AT MAKOKO IN MBOMBELA LOCAL MUNICIPALITY
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	<u>Previously painted plastered surfaces</u> Surfaces shall be thoroughly washed down to remove dirt and other contaminants and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler, and sanded smooth <u>Previously painted metal surfaces</u> Surfaces shall be thoroughly rubbed and cleaned down to remove dirt and other contaminants and sanded lightly to provide a key for subsequent coats. Blistered or peeling paint shall be completely removed down to bare metal and any rust encountered shall be removed <u>ON FLOATED PLASTER</u> <u>One coat Plascon plaster primer (UC56), and two coats "Plascon-cashemere" plush matt paint in strict accordance with manufacturer's specifications or equal approved,</u>				
2/12/1	On external walls	m2	43		
	<u>ON PLASTERBOARD</u>				
	<u>One coat primer and two coats interior quality PVA emulsion paint</u>				
2/12/2	On ceilings and cornices	m2	319		
	<u>ON FIBRE-CEMENT</u>				
2/12/3	Fascias and barge boards including priming metal jointing strips	m2	30		
	<u>ON METAL</u>				
	<u>ON WOOD</u>				
Carried to Collection				R	
Section No. 2 Bill No. 12 Paintwork CGT/109/24/MP RIGHT ANGLE QS CONSULTING					

RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
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2/12/4	On skirtings, rails, etc not exceeding 300mm girth	m	47		
	<u>PAINTWORK ETC TO PREVIOUSLY PAINTED WORK</u>				
	<u>ON FLOATED PLASTER</u>				
	<u>ON METAL</u>				
2/12/5	On door frames and screen gates	m2	65		
2/12/6	Recordroom and strongroom doors and frames	m2	4		
2/12/7	Windows with burglar bars	m2	90		
	<u>PAINT ON WOOD</u>				
	<u>Prepare and apply one coat hardboard primer, one coat universal undercoat and two full coats high gloss enamel paint</u>				
2/12/8	On general surfaces	m2	17		
	<u>Prepare, stop and apply two full coats polyurethane clear eggshell varnish, lightly sanded down between coats</u>				
2/12/9	On general surfaces	m2	117		
2/12/10	On skirtings, rails, etc not exceeding 300mm girth	m	18		
Carried to Collection Section No. 2 Bill No. 12 Paintwork CGT/109/24/MP RIGHT ANGLE QS CONSULTING				R	

**RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
AT MAKOKO IN MBOMBELA LOCAL MUNICIPALITY
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**RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
AT MAKOKO IN MBOMBELA LOCAL MUNICIPALITY
WITHIN ENHLANZENI DISTRICT OF THE MPUMALANGA PROVINCE**

Bill No		Page No	Amount
	Section No. 2 Building Work <u>SECTION SUMMARY - Building Work</u>		
2/1	Alterations	41	
2/2	Masonry	42	
2/3	Roof Covering	45	
2/4	Carpentry and Joinery	50	
2/5	Ceilings,Partitions and Access Flooring	53	
2/6	Ironmongery	58	
2/7	Metal Work	59	
2/8	Plastering	60	
2/9	Tiling	63	
2/10	Plumbing and Drainage	69	
2/11	Glazing	70	
2/12	Paintwork	74	
	Carried to Final Summary		R
	Section No. 2 CGT/109/24/MP RIGHT ANGLE QS CONSULTING		

RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
AT MAKOKO IN MBOMBELA LOCAL MUNICIPALITY
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Item No		Quantity	Rate	Amount
	<u>BILL NO 1</u>			
	<u>EXTERNAL WORKS (PROVISIONAL)</u>			
	<u>APRONS AND PAVING</u>			
	Tenderers are advised to study the Model Preambles for Trades before pricing this bill			
	<u>APRONS AROUND BUILDINGS</u>			
	<u>Excavation not exceeding 2m deep</u>			
3/1/1	Reduced levels under aprons	m3	1	
	<u>Extra over all excavations for carting away</u>			
3/1/2	Surplus material from stock piles on site to a dumping site to be located by the contractor	m3	1	
	<u>Compaction of surfaces</u>			
3/1/3	Compaction of ground surface under aprons including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m2	3	
	<u>20 MPa/20 mm concrete</u>			
3/1/4	Aprons cast in panels to falls	m3	0.4	
	<u>Finishing top surfaces of concrete smooth with a wood float</u>			
3/1/5	Aprons to falls	m2	3	
	<u>Smooth formwork to sides</u>			
3/1/6	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	6	
	Carried to Collection			
	Section No. 3			
	Bill No. 1			
	Aprons, Covered Walkways, Carports & Paving			
	CGT/109/24/MP			
	RIGHT ANGLE QS CONSULTING			

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**RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
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RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
AT MAKOKO IN MBOMBELA LOCAL MUNICIPALITY
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Item No		Quantity	Rate	Amount
	BILL NO. 1			
	PROVISIONAL SUMS			
	No cash discount			
	All provisional sums are NETT			
	PROVISIONAL AMOUNTS			
	All provisional sums are nett and exclude builder's discount. The contractor is referred to the preliminaries in this regard. The contractor is to allow for profit and attendance under the relevant item and must note that he is required to allow for giving every facility to, attending upon and making good in all trades after the specialists have completed their work. No profit should be claimed on money provisions.			
	ELECTRICAL WORK			
4/1/1	Provide the amount of R300 000.00 (Three Hundred Thousand) for Electrical works	Item		300 000.00
4/1/2	Allow for general attendance	Item		
4/1/3	Profit	Item		
	MECHANICAL WORK			
4/1/4	Provide the amount of R55 000.00 (Fifty Five Thousand) for the servicing of cold room and sealing of door to required standard.	Item		55 000.00
4/1/5	Allow for general attendance	Item		
4/1/6	Profit	Item		
	Carried to Collection		R	
	Section No. 4 Bill No. 1 Provisional Sums CGT/109/24/MP RIGHT ANGLE QS CONSULTING			

**RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
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**RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
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**RENOVATIONS OF MDHLULI TRADITIONAL COUNCILS OFFICES
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Section No	<u>FINAL SUMMARY</u>	Page No	Amount
1	Preliminaries and Generals	33	
2	Building Work	75	
3	External Works	78	
4	Provisional Sums	81	
	SUB-TOTAL		R
	<u>CONTINGENCIES</u>		
	Allow 10% for Contingencies for building work, to be used as directed by the architect and deducted in whole or in part if not required	Item	
	SUB-TOTAL		R
	<u>VALUE ADDED TAX</u>		
	Vat at the rate of 15%		R
	Carried to Form of Tender		R
	CGT/109/24/MP RIGHT ANGLE QS CONSULTING		



TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate**Purpose**Select the applicable option Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicantName/Legal name
(Initials & Surname
or registered name)Trading name
(if applicable)ID/Passport no Company/Close Corp.
registered no

Income Tax ref no PAYE ref no 7

VAT registration no 4 SDL ref no L

Customs code UIF ref no U

Telephone no Fax
no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no Income Tax ref no

Telephone no Fax
no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
 ...

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

SBD4

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

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

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

.....
.....

Signature

Date

.....

.....

...
Position

Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender/RFQ	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Woman		3 points		
Disabled; Attach Proof		3 points		
Youth		3 points		
<u>Locality:</u> Mpumalanga province; District and Local Municipality within which the traditional council is located. (Attach Proof of Company Business Address; Business Registration Document Or Lease Agreement or PTO With Municipal Account or Water / lights Statement of account)		Within relevant District (6) Within relevant Municipality (5) Total= (11)		
Total Points		20 Points		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

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

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

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) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/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:

No	Designated items	Designated percentage
1	Construction Material and Components	100%
2	Cement	100%
3	Steel and Prefabricated Steel material	100%
4	Joining/Connecting Components	100%
5	Fasteners	100%
6	Wire Products	100%
7	Electrical cables	90%
8	Steel value added products	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 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.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.thedti.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 3.1 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 3.1 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

(C1)	Tender No.
(C2)	Tender description:
(C3)	Designated product(s)
(C4)	Tender Authority:
(C5)	Tendering Entity name:
(C6)	Tender Exchange Rate:
(C7)	Specified local content %

	EU	GBP
EU	N/A	N/A

[illegible]

Signature of tenderer from Annex B

Date: _____

Local Content Declaration - Summary Schedule

(C1)	Tender No.
(C2)	Tender description:
(C3)	Designated product(s)
(C4)	Tender Authority:
(C5)	Tendering Entity name:
(C6)	Tender Exchange Rate:
(C7)	Specified local content %

Note: VAT to be excluded from all calculations

EU	N/A	GBP	N/A
----	-----	-----	-----

[illegible]

Signature of tenderer from Annex B

Date: _____

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)