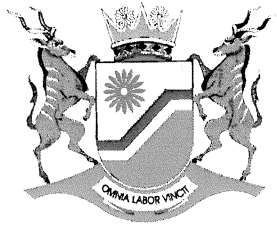


MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF CO- OPERATIVE GOVERNANCE &TRADITIONAL AFFAIRS

BID NUMBER: CGT/114/24/MP

APPOINTMENT OF A SERVICE PROVIDER FOR RENOVATIONS OF BAKGATLA BA MOCHA MOEPI TRADITIONAL COUNCILS OFFICES AT MARAPYANE IN DR JS MOROKA LOCAL MUNICIPALITY WITHIN NKANGALA 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/114/24/MP	CLOSING DATE:	02 AUGUST 2024	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR RENOVATIONS OF BAKGATLA BA MOCHA MOEPI TRADITIONAL COUNCILS OFFICES AT MARAPYANE IN DR JS MOROKA LOCAL MUNICIPALITY WITHIN NKANGALA 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.

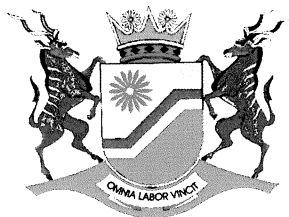
SIGNATURE OF BIDDER:

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

DATE:

APPOINTMENT OF A SERVICE PROVIDER FOR RENOVATIONS OF BAKGATLA BA MOCHA MOEPI
TRADITIONAL COUNCILS OFFICES AT MARAPYANE IN DR JS MOROKA LOCAL MUNICIPALITY
WITHIN NKANGALA DISTRICT OF THE MPUMALANGA PROVINCE

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF CO-OPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS
COGTA

BID DOCUMENT

BID NO. CGT/114/24/MP

APPOINTMENT OF A SERVICE PROVIDER FOR RENOVATIONS OF BAKGATLA BA MOCHA MOEPI
TRADITIONAL COUNCILS OFFICES AT MARAPYANE IN DR JS MOROKA LOCAL MUNICIPALITY
WITHIN NKANGALA 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 RENOVATIONS OF BAKGATLA BA MOCHA MOEPI
TRADITIONAL COUNCILS OFFICES AT MARAPYANE IN DR JS MOROKA LOCAL MUNICIPALITY
WITHIN NKANGALA DISTRICT OF THE MPUMALANGA PROVINCE

Department of Cooperative Governance and Traditional Affairs

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APPOINTMENT OF A SERVICE PROVIDER FOR RENOVATIONS OF BAKGATLA BA MOCHA MOEPI TRADITIONAL COUNCILS OFFICES AT MARAPYANE IN DR JS MOROKA LOCAL MUNICIPALITY WITHIN NKANGALA DISTRICT OF THE MPUMALANGA PROVINCE

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

Tender No. CGT/114/24/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 BAKGATLA BA MOCHA TRADITIONAL COUNCIL OFFICES AT DR JS MOROKA LOCAL MUNICIPALITY NKANGALA DISTRICT WITHIN 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 Bakgatla Ba Mocha Traditional Council Offices At Dr Js Moroka Local Municipality Nkangala District Within 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 Each Of The Traditional Councils' Offices As Indicated Below/ Attached Annexure A Schedule Of Briefings

Briefings schedule

N o	District	Municipality	Venue/ Traditional Council	Office	Bid Briefing Date and Time
1	Nkangala	Dr. JS. Moroka	Bakgatla Ba Mocha	Marapyane	29 July 2024 at 11h00am

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

Tender

Part T1: Tendering procedures

Tender Notice and
Invitation to Tender

T1.1

**APPOINTMENT OF A SERVICE PROVIDER FOR RENOVATIONS OF BAKGATLA BA MOCHA MOEPI
TRADITIONAL COUNCILS OFFICES AT MARAPYANE IN DR JS MOROKA LOCAL MUNICIPALITY
WITHIN NKANGALA DISTRICT OF THE MPUMALANGA PROVINCE**

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

**APPOINTMENT OF A SERVICE PROVIDER FOR RENOVATIONS OF BAKGATLA BA MOCHA MOEPI
TRADITIONAL COUNCILS OFFICES AT MARAPYANE IN DR JS MOROKA LOCAL MUNICIPALITY
WITHIN NKANGALA DISTRICT OF THE MPUMALANGA PROVINCE**

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

Tender No. CGT/114/24/MP

**APPOINTMENT OF A SERVICE PROVIDER FOR RENOVATIONS OF BAKGATLA BA MOCHA
MOEPI TRADITIONAL COUNCILS OFFICES AT MARAPYANE IN DR JS MOROKA LOCAL
MUNICIPALITY WITHIN NKANGALA DISTRICT OF THE MPUMALANGA PROVINCE**

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.

APPOINTMENT OF A SERVICE PROVIDER FOR RENOVATIONS OF BAKGATLA BA MOCHA MOEPI TRADITIONAL COUNCILS OFFICES AT MARAPYANE IN DR JS MOROKA LOCAL MUNICIPALITY WITHIN NKANGALA DISTRICT OF THE MPUMALANGA PROVINCE

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.

APPOINTMENT OF A SERVICE PROVIDER FOR RENOVATIONS OF BAKGATLA BA MOCHA MOEPI TRADITIONAL COUNCILS OFFICES AT MARAPYANE IN DR JS MOROKA LOCAL MUNICIPALITY WITHIN NKANGALA DISTRICT OF THE MPUMALANGA PROVINCE

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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APPOINTMENT OF A SERVICE PROVIDER FOR RENOVATIONS OF BAKGATLA BA MOCHA MOEPI TRADITIONAL COUNCILS OFFICES AT MARAPYANE IN DR JS MOROKA LOCAL MUNICIPALITY WITHIN NKANGALA DISTRICT OF THE MPUMALANGA PROVINCE

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:

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

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 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/industrial_development/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 supplies 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 set out below:

APPOINTMENT OF A SERVICE PROVIDER FOR RENOVATIONS OF BAKGATLA BA MOCHA MOEPI TRADITIONAL COUNCILS OFFICES AT MARAPYANE IN DR JS MOROKA LOCAL MUNICIPALITY WITHIN NKANGALA DISTRICT OF THE MPUMALANGA PROVINCE

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 = 40
	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> A copy of the Completion Certificate per project is to be attached in order to claim points during the evaluation process. Failure to submit the above will result in no points being allocated during pre-qualification.	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) (b) Site Agent – Diploma Civil Engineering, Quantity Surveying or Construction Management (CV and certified copies to be submitted) (c) Safety Officer – SACPCMP Registration or SAMTRAC (CV and certified copies to be submitted) (d) Site Foreman – Building Trade Test or NQF 5 (Civil Engineering, Quantity Survey or Construction Management) (CV and certified copies to be submitted)	5 Years & above=5 3 but to 5 Years=4 2 to 3 Years =3 1 to 2 years =2
3	Construction Methodology Project Execution Plan (PEP)	Max Points = 10

APPOINTMENT OF A SERVICE PROVIDER FOR RENOVATIONS OF BAKGATLA BA MOCHA MOEPI TRADITIONAL COUNCILS OFFICES AT MARAPYANE IN DR JS MOROKA LOCAL MUNICIPALITY WITHIN NKANGALA DISTRICT OF THE MPUMALANGA PROVINCE

	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 (4 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	Available Not Available	10 Points
		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

Ps= Points scored for comparative price of bid under consideration

Pt= Comparative price of bid under consideration

P min = Comparative price of lowest acceptable bid

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**)

APPOINTMENT OF A SERVICE PROVIDER FOR RENOVATIONS OF BAKGATLA BA MOCHA MOEPI TRADITIONAL COUNCILS OFFICES AT MARAPYANE IN DR JS MOROKA LOCAL MUNICIPALITY WITHIN NKANGALA DISTRICT OF THE MPUMALANGA PROVINCE

- 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/RFAQ	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		
Locality: 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

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.

**APPOINTMENT OF A SERVICE PROVIDER FOR RENOVATIONS OF BAKGATLA BA MOCHA MOEPI
TRADITIONAL COUNCILS OFFICES AT MARAPYANE IN DR JS MOROKA LOCAL MUNICIPALITY
WITHIN NKANGALA DISTRICT OF THE MPUMALANGA PROVINCE**

Department of Cooperative Governance and Traditional Affairs

Cooperative Governance & Traditional Affairs (CoGTA)

Tender No. CGT/114/24/MP

**APPOINTMENT OF A SERVICE PROVIDER FOR THE RENOVATION OF BAKGATLA BA MOCHA
TRADITIONAL COUNCIL OFFICES AT DR JS MOROKA LOCAL MUNICIPALITY NKANGALA
DISTRICT WITHIN MPUMALANGA PROVINCE**

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 – Professional team (Architect, Electrical Engineer, Civil Engineer, Quantity Surveyor)
- Schedule 3: Professional Indemnity of the professional team
- 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.

**APPOINTMENT OF A SERVICE PROVIDER FOR RENOVATIONS OF BAKGATLA BA MOCHA MOEPI
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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

**APPOINTMENT OF A SERVICE PROVIDER FOR RENOVATIONS OF BAKGATLA BA MOCHA MOEPI
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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

**APPOINTMENT OF A SERVICE PROVIDER FOR RENOVATIONS OF BAKGATLA BA MOCHA MOEPI
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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 the board of directors of any municipal entity | a member of an accounting authority of any national or provincial public entity |
| an official of any municipality or municipal entity | an employee of Parliament or a provincial legislature |

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 the board of directors of any municipal entity | a member of an accounting authority of any national or provincial public entity |
| an official of any municipality or municipal entity | an employee of Parliament or a provincial legislature |

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 (interest 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

Name

Date

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 provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting

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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 Engineer 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 a valid confirmation of professional indemnity insurance letter
- Proof of Registration with Professional Bodies (E.g. CIDB, ECA) ➤
- 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

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

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/114/24/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

Head of Department

**for the
Employer**

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

.....

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.....

.....

2 Subject

Details

.....

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.....

.....

3 Subject

Details

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4 Subject

Details

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.....

.....

5 Subject

Details

.....

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.....

.....

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/114/24/MP

C.1.2 Contract Data

The Conditions of Contract are the NEC3 Term Service Contract (First Edition with amendments issued up to and including April 2013), published by the Institution of Civil Engineer, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008). (Amendments made since the publication of the First Edition of June 2005 may be downloaded www.neccontract.com/documents/TSC.pdf.)

Each item of data given below is cross-referenced to the clause in the NEC3 Terms Service Contract to which it mainly applies.

Chapter 2

Chapter 3 Part one - Data provided by the *Employer*

1	General
The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
E:	Cost reimbursable contract
dispute resolution Option W1:	Dispute resolution procedure
and secondary Options	
X2	Changes in the law
X17:	Low service damages
X19:	Task Order
X20 :	Key performance indicators
Z:	<i>Additional conditions of contract</i>
of the NEC3 Term Service Contract as amended	
10.1	The <i>Employer Representative</i> is
	1) the Department of Cooperative Governance and Traditional Affairs; or
	COGTA Samora Machel, Riverside Park, Mbombela, 1200 Mpumalanga Province
	Mr. AZ. Mbele
	Telephone: 081 301 0787
	Email: immer.mbele@gmail.com
	or
	2) the municipality or organ of state as named in the Task Order
10.1	The <i>Service Manager</i> for a Task is as stated in the Task Order
11.2(2)	The Affected Property is as stated in the Task Order
11.2(13)	The <i>service</i> is the demolition of existing traditional council offices, disposal of rubble and construction of new traditional council offices within the Mpumalanga Province
11.2(15)	The Service Information applicable to all Tasks is in the document C3: Scope of Work. Task specific Services Information is in the document C3: Scope of Work in the Task Order

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12.2	The <i>law of the contract</i> is the law of the Republic of South Africa
13.1	The <i>language of this contract</i> is English
13.3	The <i>period for reply</i> is two weeks
2	The Contractor's main responsibilities No data is required for this section of the <i>conditions of contract</i>
2	The Contractor's main responsibilities
21.1	The <i>Contractor</i> is not required to submit a first plan. Task Order programmes are submitted with each Task Order
3	Time
30.1	The <i>starting date</i> for the <i>services period</i> and the issuing of Task Orders is two weeks after the Contractor receives one fully completed original copy of this contract, including the schedule of deviations (if any) as contained in the Form of Offer and Acceptance. The <i>starting date</i> for a Task Order is as stated in the Task Order
30.1	The <i>service period</i> within which Task Orders are issued is 36 months after the <i>starting date</i> . The <i>service period</i> for a Task Order is as stated in the Task Order
4	Testing and defects No data is required for this section of the <i>conditions of contract</i>
5	Payment
50.1	The <i>assessment interval</i> is monthly on or before the 1 st day of each successive month.
51.1	The <i>currency of this contract</i> is the Rand.
51.4	The interest rate on late payment is the prime lending rate of the <i>Employer's</i> Bank at the time that interest is due.
6	Compensation events No data is required for this section of the <i>conditions of contract</i>
7	Use of Equipment Plant and Materials No data is required for this section of the <i>conditions of contract</i>
8	Risks and insurance
80.1	The <i>Employer's</i> additional risks are as stated in the Task Order
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is R 5 million
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is their replacement cost
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is R 10 million
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is R 10 million
83.1	The <i>Contractor</i> provides additional insurances as stated in the Task Order.
9	Termination There is no Contract Data required for this section of the <i>conditions of contract</i> .

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10	Data for main Option clause
E	Cost reimbursable contract
20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> for each Task Order at intervals no longer than 5 weeks.
11	Data for Option W1
W1.1	The <i>Adjudicator</i> is the person selected by the Parties from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za),
W1.2(3)	The <i>Adjudicator nominating body</i> is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).
W1.4(2)	The <i>tribunal</i> is a South African Court of Law
12	Data for secondary Option clauses
X1	Price adjustment for inflation according to Seifsa
X2	Changes in the law
	No data is required for this Option
X17	Low service damages
X17.1	The <i>service level table</i> is in the Task Order. The amounts for low performance damages are set out in the Task Order
X19	Task Order
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within two weeks of the issuing by the Employer of a Task Order if such a programme is not submitted prior to the issuing of such an order
X20	Key Performance Indicators (not used when Option X12 applies)
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in the document identified in the Task Order
X20.2	A report of performance against each Key Performance Indicator is provided at intervals as stated in the Task Order.
Z	Additional conditions of contract
	The <i>additional conditions of contract</i> are
Z.1	The Contractor's invoice
	Z.21 The <i>Contractor</i> submits original valid tax invoices satisfying the requirements of the Services Information (the "Tax Invoices") one week after receiving a payment certificate from the <i>Service Manager</i> in terms of clause 51.1.
	Z.2.2 Where the <i>Contractor</i> does not submit the Tax Invoices within the time required:
	- the period within which payment is made in terms of clause 51.2 and - the time allowed in clause 91.4
	are extended by the length of time from the date when the <i>Supplier</i> should have submitted the Tax Invoices to the date when he does submit it.

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Z2 Selection and appointment of the *Adjudicator*

Add the following paragraph to clause W.1.2(1)

Within 2 weeks after declaring a dispute and if the *Adjudicator* was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za), whose availability to act as the *Adjudicator* the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the *Adjudicator* within four days of receiving the notice, failing which the person chosen by the notifying Party will be the *Adjudicator* for the Contract. The Parties appoint the selected *Adjudicator* under the NEC3 Adjudicator's Contract (Third edition with amendments up to and including April 2013).

Z3 Acts or omissions by mandatories

In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the *Contractor* hereby agrees that the *Employer* is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the *Contractor* and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the *Employer* and the *Contractor* contemplated in section 37(2).

Z4 Low services damages

Add clause X17.2:

If a Defect notified to the *Contractor* at the end of the *service period* shows low performance in with respect to a performance level stated in the Contract Data, the *Contractor* pays the amount of low services damages stated in the Contract Data.

Z5 Vendor registration

The *Contractor* registers on the *Employer's* vendor data base by completing the relevant Vendor Registration Form and providing all the required information.

One hundred percent of the Prices for Work Done to Date is retained in assessments of the amount due until the *Contractor* has registered on the *Employer's* vendor database.

Z6 Providing the Services

Add the following clause 20.6

The *Contractor* manages the provision of the *services* on the Affected Properties. The *Contractor* subcontracts the provision of the *services* on the Affected Properties except the work which the Contract Data associated with a Task Order states that he will do himself.

Z7 Defined Cost and Disallowed Cost

Add the following before the first bullet to 11.2(5) Defined Cost:

- the work done by the *Contractor* himself which is included in the priced list of items associated with a Task Order

Add the following before the first bullet 11.2(6) to Disallowed Cost

- the *Contractor's* management.

Z8 Assessing the amount of the work which the Contract Data states that the *Contractor* will do himself

- 1 The *prices* for the work done by the *Contractor* himself are the lump sums and the product of the quantity multiplied by the unit rates agreed to and included in a priced list of items associated with a Task Order.
- 2 The *Contractor* provides a quotation for each item of work agreed with the *Services Manager* which he will do himself assessed on a forecast of the Defined Cost of such work. Effects on cost are separately assessed at open market rates or competitively tendered prices with deductions for all discounts, rebates and taxes which can be recovered.

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- 3 The assessment includes risk allowances for costs and time for matters which are the *Contractor's* risk under the contract. The assessment is not revised if the forecast upon which it is based is shown by later recorded information to have been wrong.

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C.1.2 Contract Data

Chapter 4
Chapter 5 Part two - Data provided by the Contractor

The Contractor is advised to read both the NEC3 Term Service Contract (First Edition with amendments issued up to and including April 2013) in order to understand the implications of this Data which is required. Copies of these documents may be obtained from Engineering Contract Strategies (telephone (27) 011-803 3008).

Each item of data given below is cross-referenced to the clause in the NEC3 Term Services Contract to which it mainly applies.

10.1	The Contractor is (Name):
	Address
	Postal Address:
	Tel No.
	Fax No.
	Mobile No.
	E-mail address

11.2(8) The yearly adjustment of rates for inflation percentage is 0%.

24.1	The key persons are:
	Name:
	Job: Project Manager
	Responsibilities: The management of the physical maintenance and repair processes and the coordination, administration and management of resources on the Affected Property
	Qualifications: see CV submitted with the tender
	Experience: see CV submitted with the tender
	The CV is appended to Tender Schedule entitled Experience of key person (construction management).

C 1.3 FORMS OF SECURITIES

Pro-Forma NEC3 SC Performance Bond this must be same as vol 2 pro-forma.

To: Mpumalanga Department: Co-operative Governance and Traditional Affairs

Dear Sirs

Reference No. [●] *[Drafting Note: Guarantor/Bank reference number to be inserted]*

Performance Bond: *[Drafting Note: Name of Contractor to be inserted]*

Employer: Contract Reference - [●] *[Drafting Note: Contract reference number to be inserted]*

1. In this Guarantee

1.1 The following words and expressions have the following meanings:

- 1.1.1 “Guarantor” - means [●], [●] Branch, (Registration No. [●]); *[Drafting Note: Name of Guarantor to be inserted]* [□] **Financial Services Board Registration number**
- 1.1.2 “Guarantor’s Address” - means [●]; *[Drafting Note: Guarantor’s physical address to be inserted]*
- 1.1.3 “Contract” - means the written agreement entered into between the Employer and the Contractor on or about [●] [●] 201[●] (Contract Reference No. [●]), as amended, varied, restated, novated or substituted from time to time; *[Drafting Note: signature date and Contract reference number to be inserted]*
- 1.1.4 “Contractor” - means [●] a [●] registered in accordance with the laws of [●] with registration number [●]; *[Drafting Note: Name and details of Contractor to be inserted]*
- 1.1.5 “Employer” - means Mpumalanga Department: Co-operative Governance and Traditional Affairs
- 1.1.6 “Expiry Date” - means the [●] day of [●] *[Drafting Note: This date should align with the date of final completion]*.
- 1.1.7 “this Guarantee” - means this document;
- 1.1.8 “Guaranteed Sum” – means, subject to clause 4, the sum of [● - figure] ([● - words]) *[Drafting Note: Maximum aggregate Guarantee amount (not exceeding 10.0% of the total of the Prices as at the Contract Date) to be inserted]* which amount will reduce with 50% when the Practical Completion certificate is issued until Final Completion.

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1.2 Words or expressions capitalised shall bear the same meaning as assigned to them under the Contract albeit that the Contract itself, and any terms as defined therein, are merely referenced for convenience and not to create an accessory obligation.

2. At the instance of the Contractor, the Guarantor hereby confirms that we hold the Guaranteed Sum at the disposal of the Employer, as security for the proper performance by the Contractor of all of his obligations in terms of and arising from the Contract, and hereby irrevocably and unconditionally both agree and undertake to pay to the Employer, on written demand from the Employer envisaged in paragraph 3 below and received prior to the Expiry Date, any amount or amounts as may be so demanded from time to time, subject to a maximum of the Guaranteed Sum in the aggregate.

3. A demand for payment under this Guarantee shall be made in writing at the Guarantor's address or by email to the following email [.....insert..] and shall:

3.1 state the amount claimed ("the Demand Amount");

3.2 state that the Demand Amount is payable to the Employer in the circumstances contemplated in the Contract:

4. The Guaranteed Sum may be reduced from time to time upon receipt by the Guarantor of the Employer's written certificate certifying the amount of such reduction and the Contractor's entitlement thereto under the Contract.

5. Notwithstanding the reference herein to the Contract the Guarantor acknowledges that:

5.1 the liability of the Guarantor in terms hereof is as principal and not as surety and the Guarantor's obligation/s to make payment:

5.1.1 is and shall be absolute and unconditional in all circumstances; and

5.1.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever;

5.2 the Employer shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting the Guarantor's liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract or termination of the Contract.

5.3 should the Employer cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then the Employer shall be entitled to cede to such third party the rights of the Employer under this Guarantee on written notification to the Guarantor of such cession.

6. The Guarantor's obligations in terms of this Guarantee:

6.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and

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6.2 shall not be discharged and compliance with any demand for payment received by the Guarantor in terms hereof shall not be delayed, by the fact that a dispute may exist between the Employer and the Contractor.

7. This Guarantee:

7.1 shall expire on the Expiry Date until which time it is irrevocable;

7.2 is, save as provided for in 5.3 above, personal to the Employer and is neither negotiable nor transferable;

7.3 shall be returned to the Guarantor upon the earlier of payment of the full Guaranteed Sum or expiry hereof;

7.4 shall be regarded as a liquid document for, firstly, the purpose of demonstrating and/or determining the amount due by the Guarantor to the Employer and, secondly, **obtaining** any court order; and

7.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.

8. The Guarantor chooses the *domicilium citandi et executandi* for all purposes in connection with this Guarantee at the Guarantor's Address.

Signed at _____ Date _____

For and behalf of the Guarantor, which signatories by appending their signatures warrant that they are authorised to bind the Guarantor as above stated:

Guarantor Signatory 1: _____ Guarantor Signatory 2: _____

Name: _____ Name: _____

Capacity of Guarantor Capacity of Guarantor

Signatory 1: _____ Signatory 1: _____

Witness: _____ Witness: _____

(Printed Name of Witness) (Printed Name of Witness)

Guarantor's seal or stamp _____

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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, COVID 19 compliance 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.
9. The tenderer shall be deemed to have insured themselves and the services they are rendering.

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C2.2 Travelling and Working Time

- (i) The travelling cost should be quoted per kilometre.
- (ii) Normal hours will be from 07h45 till 16h15 and thereafter the after-hour rate will apply.

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C3: Scope of work

1 Introduction

The Mpumalanga Provincial Department of Cooperative Governance and traditional Affairs (COGTA) intends to appoint service providers for the renovation of Bakgatla Ba Mocha Traditional Council offices within the Mpumalanga Province.

1.1 COGTA's objectives

COGTA's objective is to restore and enhance the Bakgatla Ba Mocha traditional offices to ensure it meets contemporary standards of safety, functionality, and accessibility. 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 has Traditional Council Offices be constructed as the drawings and specification.

1.3 Extent of the services

The services over the term within the **Mpumalanga Province** may include:

- Planning and design where required of traditional council offices
- Geotechnical investigations
- Seek municipal approval of building plans
- Demolishing of existing traditional council offices where applicable,
- Disposal of rubble to designated municipal sites
- Construction of new traditional council offices
- 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 District Municipalities of Mpumalanga as per briefing schedule attached and or listed below:

- Nkangala District Municipality- Dr JS Moroka Local Municipality

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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 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 sites specified in the signed task order.

3.2 The Project Implementation must take place within 20 working days of placing an official order except for long lead special material as determined by the employer.

3.3 The project location shall be indicated on the official Task order.

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 delivery of works, the supplier must ensure that the completion certificate is signed by the employer's representative on site. The supplier must attach the completion certificate to the invoice for processing of payment.

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 municipalities listed above. Each purchase order shall clearly identify the site.

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5 Quality and quantities:

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. The products shall be ordered throughout the contract period as and when required.

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 36 months thereafter

6.4 Non-compliance with the tender conditions and specifications, could lead to breach of contract and the supplier 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 SANS 10114-1 Interior lighting Part 1: Artificial lighting of interiors
- SANS 10142-1: The wiring of premises – Low voltage installations
- SANS 10142-2: The wiring of premises Part 2: Medium-voltage installations above 1 kV a.c. not exceeding 22 kV a.c. and up to and including 3 000 kW

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installed capacity

8 Design and Drawings

- 8.1 COGTA shall provide construction drawings, 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.

9 General

The Contractor shall:

- a) provide a monthly progress report covering work which is the subject of a Task Order.
- 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 may invite bidders to enter into framework contractors without a commitment to a quantum of work to provide contractor services relating to the planning and design, demolition of existing traditional houses, disposal of rubble to approved municipal dumping sites and the construction of new traditional houses within each of the District Municipalities if it's in the public interest to do so..

COGTA may enter into framework contracts with successful tenderers. Organs of state including departments, public entities, municipalities and municipal entities may make use of this framework agreements and issue Task Orders for works falling within the scope of the contracts that are entered into.

Contracts will be based on the NEC3 Term Service Contract (Option D).

11.1 Promotion of secondary (developmental) procurement objectives

- 11.1.1 The Contractor shall achieve in the execution of a Task Order 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

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

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 Task Orders

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

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 Six (6) Months from date of signing of Service Level Agreement.

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C4 PROJECT SPECIFICATIONS

BUILDING REQUIREMENTS

As Per the Specification and BOQ

PRE-REQUISITE FOR THE WORKS

- Submission of Geotechnical Reports to the Client
- Design and seek approval of Building Plans
- Submit and seek approval of project team
- Submission and seek approval of Occupational and Safety File by the client
- Submission of proof of guarantees for works to be undertaken
- Compliance to required CIDB Grading
- 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
- COVID-19 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

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4. PLANT AND MATERIALS PROVIDED BY THE EMPLOYER

None

5. SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

Storage space shall be identified by the employer.

6. PLANT AND EQUIPMENT

As required by the task order

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

4) Roads

7.5. The duration of the project is 6 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.

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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 four-month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract.)

Additional clauses

The duration of each workshop is not to be less than 2 ½ 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

Annexure 1: Proforma Task Order

Task Order (TSC) for use with framework contracts based on the NEC3 TSC		<i>insert employer's logo</i>	
<i>Employer:</i>			
Unit / department:			
<i>Contractor :</i>			
Framework contract details:			
No:		Title:	
Task Order No:			

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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:
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

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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 Contractor			
Contractor's representative is (Name): Address Tel No.: Fax No. Email.			
X19.7	The <i>Contractor's</i> Task Order programme is attached as Annexure A.		
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 <i>Contractor's</i> signature below <table border="0"> <tr> <td style="vertical-align: top;"> Contractor's representative Signature: Name: Date: </td> <td style="vertical-align: top;"> Acceptance by Employer The above pricing and other details in this Task Order are accepted and the <i>Contractor</i> may now commence work on the Task in terms of Clause X19.4. Signature: Name: (Print) Date: </td> </tr> </table>		Contractor's representative Signature: Name: Date:	Acceptance by Employer The above pricing and other details in this Task Order are accepted and the <i>Contractor</i> may now commence work on the Task in terms of Clause X19.4. Signature: Name: (Print) Date:
Contractor's representative Signature: Name: Date:	Acceptance by Employer The above pricing and other details in this Task Order are accepted and the <i>Contractor</i> may now commence work on the Task in terms of Clause X19.4. Signature: Name: (Print) Date:		

Task Order specific data and information

**APPOINTMENT OF A SERVICE PROVIDER FOR RENOVATIONS OF BAKGATLA BA MOCHA MOEPI
TRADITIONAL COUNCILS OFFICES AT MARAPYANE IN DR JS MOROKA LOCAL MUNICIPALITY
WITHIN NKANGALA DISTRICT OF THE MPUMALANGA PROVINCE**

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.

**APPOINTMENT OF A SERVICE PROVIDER FOR RENOVATIONS OF BAKGATLA BA MOCHA MOEPI
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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.

**APPOINTMENT OF A SERVICE PROVIDER FOR RENOVATIONS OF BAKGATLA BA MOCHA MOEPI
TRADITIONAL COUNCILS OFFICES AT MARAPYANE IN DR JS MOROKA LOCAL MUNICIPALITY
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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

**APPOINTMENT OF A SERVICE PROVIDER FOR RENOVATIONS OF BAKGATLA BA MOCHA MOEPI
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The successful Service Provider agrees to keep all records and information of, or related to the proposal confidential and not disclose 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 RENOVATIONS OF BAKGATLA BA MOCHA MOEPI
TRADITIONAL COUNCILS OFFICES AT MARAPYANE IN DR JS MOROKA LOCAL MUNICIPALITY
WITHIN NKANGALA DISTRICT OF THE MPUMALANGA PROVINCE**

**ANNEXURE A
BRIEFING MEETING SCHEDULE**

N o	District	Municipality	Venue/ Traditional Council	Office	Bid Briefing Date and Time
1	Nkangala	Dr. JS. Moroka	Bakgatla Ba Mocha	Marapyane	29 July 2024 @ 11:00 am

Item No		Quantity	Amount
	<u>BILL NO. 1</u> <u>PRELIMINARIES AND GENERAL</u> <u>MEANING OF TERMS "TENDER / TENDERER"</u> Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder" <u>PRELIMINARIES</u> The JBCC Preliminaries , May 2018 edition for use with the JBCC Principal Building Agreement Edition 6.2 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked "N/A" signifying "Not Applicable" <u>PRICING OF PRELIMINARIES</u> Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities <u>SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT</u> <u>DEFINITIONS AND INTERPRETATION</u>		
1	A1.0 DEFINITIONS AND INTERPRETATION Clause 1.0 Clause 1.1 Definition of " Commencement Date " is added: " COMMENCEMENT DATE " means the date that the agreement , made in terms of the Form of Offer and Acceptance, comes into effect Clause 1.1 Definition of " Construction Guarantee " is amended by replacing it with the following:		
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"CONSTRUCTION GUARANTEE" means a guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer's** construction guarantee form as selected in the **schedule**

Clause 1.1 Definition of **"Construction Period"** is amended by replacing it with the following:

"CONSTRUCTION PERIOD" means the period commencing on the **commencement date** and ending on the date of **practical completion**

Clause 1.1 Definition of **"Corrupt Practice"** is added:

"CORRUPT PRACTICE" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution

Clause 1.1 Definition of **"Fraudulent Practice"** is added:

"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

Clause 1.1 Definition of **"Interest"** is amended by replacing it with the following:

"INTEREST" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)

Clause 1.1 Definition of **"Principal Agent"** is amended by replacing it with the following:

"PRINCIPAL AGENT" means the person or entity appointed by the **employer** and named in the **schedule**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by a representative of the **employer** as named in the **schedule**

Clause 1.1 Definition of **"Security"** is amended by replacing it with the following:

"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

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6	A6.0 EMPLOYER'S AGENTS Clause 6.0 Clause 6.1 is amended by the addition of the following: This clause is ammended to include clauses 26.7 in terms of which the employer has retained its authority and has not given a mandate to the principal agent and in terms of which the employer sign all documents Fixed:_____ Value related:_____ Time related:_____	Item	
7	A7.0 DESIGN RESPONSIBILITY Clause 7.0 Clause 7.3 is amended by replacing it with the following: No clause Fixed:_____ Value related:_____ Time related:_____	Item	
<u>INSURANCES AND SECURITIES</u>			
8	A8.0 WORKS RISK Clause 8.0 Fixed:_____ Value related:_____ Time related:_____	Item	
9	A9.0 INDEMNITIES Clause 9.0 Fixed:_____ Value related:_____ Time related:_____	Item	
10	A10.0 INSURANCES Clause 10.0 Clause 10.0 is amended by the addition of the following clauses:		
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10.11 Damage to the Works

- (a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary
- (b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- (c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the excepted risks as set out in 10.12
- (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 27.0 hereof

10.12 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 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 thereof from the **contractor** or to deduct the same from amounts due to the **contractor**

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- (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**

10.13 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 that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.13.1 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 holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

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

10.13.2 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

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

10.13.3 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

10.13.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

Fixed: _____ Value related: _____ Time related: _____

Item

11

A11.0 SECURITIES

Clause 11.0

Clauses 11.1 - 11.10 are amended by replacing them with the following:

11.1 In respect of contracts with a **contract sum** up to R1 million, the **security** to be provided by the **contractor** to the **employer** will be a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT)

11.1.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms

11.1.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 27.0 provided that the **employer** complies with the provisions of 27.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**

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11.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 11.3, 11.4, 11.5, 14.6, or 11.7 as stated in the **schedule**. Such **security** shall be provided to the **employer** within twenty-one (21) **calendar days** from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within twenty-one (21) **calendar days** from **commencement date**, the **security** in terms of 11.7 shall be deemed to have been selected

11.3 Where **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:

11.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

11.3.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three per cent (3%) of the **contract value** (excluding VAT), and refund the balance to the **contractor**

11.3.3 Within twenty-one (21) **calendar days** of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per cent (1%) of the **contract value** (excluding VAT) and refund the balance to the **contractor**

11.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**

11.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**

11.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party

11.4 Where **security** as a variable **construction guarantee** of ten percent (10%) of the **contract sum** (excluding VAT) has been selected:

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11.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

Clause 11.4.1 is deemed to be amended by the addition of the following sentence;

No interest will be paid on such amounts withheld

11.4.2 The variable **construction guarantee** shall reduce and expire in terms of the Variable **Construction Guarantee** form included in the invitation to tender

11.4.3 The **employer** shall return the variable **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring

11.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable **construction guarantee**

11.5 Where **security** as a fixed **construction guarantee** of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:

11.5.1 The **contractor** shall furnish a fixed **construction guarantee** to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT)

11.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of the last certificate of **practical completion**

11.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring

11.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of clause 25.

11.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 27.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both

11.6 Where **security** as a cash deposit of five per cent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

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11.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

11.6.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall refund the cash deposit in total to the **contractor**

11.6.3 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 25

11.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 27.0, the **employer** may issue a written notice in terms of 27.4 or may recover from the payment reduction or may do both

11.7 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

11.7.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of clause 25

11.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 27.0 provided that the **employer** complies with the provisions of 27.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**

11.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this **agreement**

11.9 Should the **contractor** fail to furnish the **security** in terms of 11.2, the **employer**, in his sole discretion and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 11.7 shall be applicable

Fixed: _____ Value related: _____ Time related: _____

EXECUTION

12 **A12.0 OBLIGATIONS OF THE PARTIES**

Clause 12.0

Clause 12.1.1 is amended by replacing it with:

No clause

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	Clause 12.2.4 is amended by the addition of the following clause: 12.2.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (10) calendar days of commencement date Clause 12.2.7 is amended by replacing it with the following clause: Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 12.2.4 Fixed: _____ Value related: _____ Time related: _____	Item	
13	A13.0 SETTING OUT OF THE WORKS Clause 13.0 Fixed: _____ Value related: _____ Time related: _____	Item	
14	A14.0 NOMINATED SUBCONTRACTORS Clause 14.0 Clause 14.1.5 is amended by replacing it with the following: No clause Note: See item B9.1 hereinafter for adjustment of attendance on nominated subcontractors executing work allowed for under provisional sums Fixed: _____ Value related: _____ Time related: _____	Item	
15	A15.0 SELECTED SUBCONTRACTORS Clause 15.0 Clause 15.1.2 to 15.5 and 15.2 to 15.5 is amended by replacing it with: The Contractor and principal agent shall appoint a selected subcontractor in accordance with the CIDB practice #7 Fixed: _____ Value related: _____ Time related: _____	Item	
16	A16.0 DIRECT CONTRACTORS Clause 16.0 Fixed: _____ Value related: _____ Time related: _____	Item	
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22	A22.0 LATENT DEFECTS LIABILITY PERIOD Clause 22.0 Fixed: _____ Value related: _____ Time related: _____	Item	
23	A23.0 REVISION OF DATE FOR PRACTICAL COMPLETION Clause 23.0 i) The addition of the following clauses:- Sub-clause 23.9 "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) Sub-clause 23.10 – Acceleration Sub-clause 23.10.1 "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." Sub-clause 23.10.2 "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." Sub-clause 23.10.3 "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." Fixed: _____ Value related: _____ Time related: _____	Item	
24	A24.0 PENALTY FOR LATE AND NON-COMPLETION Clause 24.0 Fixed: _____ Value related: _____ Time related: _____	Item	
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PAYMENT

25 **A25.0 PAYMENT**

Clause 25.0

Notwithstanding this or any other clause, materials and goods stored off site shall not be included in the amount authorized for payment.

The first sentence of sub-clause 25.10 is deemed to be deleted and replaced with the following:

The employer shall pay the contractor the amount certified within thirty (30) calendar days of the date.

Fixed: _____ Value related: _____ Time related: _____

26 **A26.0 ADJUSTMENT TO THE CONTRACT VALUE**

Clause 26.0

Adjustment to the contract value (Clause 26.0)

Where prices are submitted by the contractor or nominated/selected subcontractors during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the contract and notwithstanding the fact that such prices may be used in an interim 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 final certificate, it will be in writing.

Fixed: _____ Value related: _____ Time related: _____

Item

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27 **A27.0 RECOVERY OF EXPENSE AND LOSS**

Clause 27.0

Clause 27.2 is amended by adding the following sub-clauses:

27.2.11 The contractor's failure or neglect to commence with the works on the dates prescribed in the contract.

27.2.12 The contractor's failure or neglect to proceed with the works in terms of the contract.

27.2.13 The contractor's failure or neglect for any reason to complete the works in accordance with the contract.

27.2.14 The contractor's refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract.

27.2.15 The contractor's estate being sequestrated or surrendered in terms of the Insolvency laws in force within the Republic of South Africa."

Fixed: _____ Value related: _____ Time related: _____

Item

SUSPENSION AND TERMINATION

28 **A28.0 SUSPENSION BY BY CONTRACTOR**

Clause 28.0

Fixed: _____ Value related: _____ Time related: _____

Carried to Collection

R

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29

A29.0 TERMINATION

Clause 29.0

Add the following sub-clauses 29.1.4 to 29.1.6 under 29.1 to read as follows:

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

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

29.1.6 The contractor, in the judgment of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

Replace clause 29.3 with the following:

he employer may give notice of cancellation should the contractor remain in default for ten (10) working days after the date of issue of such a notice of default

Clause 29.25.4

Replace "Sixty (60)" with "one hundred and twenty (120)".

Add the following sub-clauses 29.29 under 29 to read as follows:

Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor, or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a stated date and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.

Fixed: _____ Value related: _____ Time related: _____

DISPUTE RESOLUTION

30

A30.0 DISPUTE RESOLUTION

Clause 30.0

Fixed: _____ Value related: _____ Time related: _____

Item

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SECTION B: JBCC PRELIMINARIES

B1.0 DEFINITIONS AND INTERPRETATION

B1.1 Definitions and interpretation

See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section

Fixed: _____ Value related: _____ Time related: _____

Item

B2.0 DOCUMENTS

B2.1 Checking of documents

Fixed: _____ Value related: _____ Time related: _____

Item

B2.2 Provisional bills of quantities

Fixed: _____ Value related: _____ Time related: _____

Item

B2.3 Availability of construction documentation

Fixed: _____ Value related: _____ Time related: _____

Item

B2.4 Interests of agents

Fixed: _____ Value related: _____ Time related: _____

Item

B2.5 Priced documents

Fixed: _____ Value related: _____ Time related: _____

Item

B2.6 Tender submission

Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance"

Fixed: _____ Value related: _____ Time related: _____

Item

B3.0 THE SITE

B3.1 Defined works area

Fixed: _____ Value related: _____ Time related: _____

Item

B3.2 Geotechnical investigation

Fixed: _____ Value related: _____ Time related: _____

Item

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63	B6.6 Subcontractors' notice board	Fixed: _____ Value related: _____ Time related: _____	Item	
	<u>B7.0 TEMPORARY SERVICES</u>			
64	B7.1 Location	Fixed: _____ Value related: _____ Time related: _____	Item	
65	B7.2 Water	Fixed: _____ Value related: _____ Time related: _____	Item	
66	B7.3 Electricity	Fixed: _____ Value related: _____ Time related: _____	Item	
67	B7.4 Telecommunication facilities	Fixed: _____ Value related: _____ Time related: _____	Item	
68	B7.5 Ablution facilities	Fixed: _____ Value related: _____ Time related: _____	Item	
	<u>B8.0 PRIME COST AMOUNTS</u>			
69	B8.1 Responsibility for prime cost amounts	Fixed: _____ Value related: _____ Time related: _____	Item	
	<u>B9.0 ATTENDANCE ON N/S SUBCONTRACTORS</u>			
70	B9.1 General attendance	Fixed: _____ Value related: _____ Time related: _____	Item	
71	B9.2 Special attendance	Fixed: _____ Value related: _____ Time related: _____	Item	
72	B9.3 Commissioning - fuel, water and electricity	Fixed: _____ Value related: _____ Time related: _____	Item	
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B10.0 FINANCIAL ASPECTS

73 ***B10.1 Statutory taxes, duties and levies***

Fixed: _____ Value related: _____ Time related: _____

Item

74 ***B10.2 Payment for preliminaries***

Fixed: _____ Value related: _____ Time related: _____

Item

75 ***B10.3 Adjustment of preliminaries***

Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) **working days** of taking possession of the **site**" with "when submitting his priced **bills of quantities / lump sum document**"

Fixed: _____ Value related: _____ Time related: _____

Item

76 ***B10.4 Payment certificate cash flow***

Fixed: _____ Value related: _____ Time related: _____

Item

B11.0 GENERAL

77 ***B11.1 Protection of the works***

Fixed: _____ Value related: _____ Time related: _____

Item

78 ***B11.2 Protection / isolation of existing / sectionally occupied works***

Fixed: _____ Value related: _____ Time related: _____

Item

79 ***B11.3 Security of the works***

Fixed: _____ Value related: _____ Time related: _____

Item

80 ***B11.4 Notice before covering work***

Fixed: _____ Value related: _____ Time related: _____

Item

81 ***B11.5 Disturbance***

Fixed: _____ Value related: _____ Time related: _____

Item

82 ***B11.6 Environmental disturbance***

Fixed: _____ Value related: _____ Time related: _____

Item

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83	B11.7 Works cleaning and clearing	Fixed: _____ Value related: _____ Time related: _____	Item
84	B11.8 Vermin	Fixed: _____ Value related: _____ Time related: _____	Item
85	B11.9 Overhand work	Fixed: _____ Value related: _____ Time related: _____	Item
86	B11.10 Instruction manuals and guarantees	Fixed: _____ Value related: _____ Time related: _____	Item
87	B11.11 As built information	Fixed: _____ Value related: _____ Time related: _____	Item
88	B11.12 Tenant installations	Fixed: _____ Value related: _____ Time related: _____	Item
<u>B12.0 SCHEDULE OF VARIABLES</u>			
89	B12.1 Schedule of variables	Fixed: _____ Value related: _____ Time related: _____	Item
This schedule contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets			
12.1 PRE-TENDER INFORMATION			
12.1.1 Provisional bills of quantities			
[2.2] The quantities are provisional			
YES/NO			
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12.1.2 **Availability of construction documentation**
[2.3] *Construction documentation is complete*
YES/NO

12.1.3 **Interests of agents**
[2.4] Details:

12.1.4 **Defined works area**
[3.1] Details:

12.1.5 **Geotechnical investigation**
[3.2] Details:

12.1.6 **Existing premises occupied**
[3.4] Specific requirements:

12.1.7 **Previous work - dimensional accuracy**
[3.5] Details:

12.1.8 **Previous work - defects**
[3.6] Details:

12.1.9 **Services - known**
[3.7] Details:

12.1.10 **Protection of trees**
[3.9] Specific requirements:

12.1.11 **Inspection of adjoining properties**
[3.11] Specific requirements:

12.1.12 **Enclosure of the works**
[6.2] Specific requirements:

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12.1.13 **Offices**

[6.4.3] Specific requirements:

The **contractor** shall provide, maintain and remove on completion of the works an office for the exclusive use of the **principal agent**, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times

12.1.14 **Main notice board**

[6.5] Specific requirements:

The **contractor** shall provide, erect where directed, maintain and remove on completion of the **works** a notice board size 3 x 3m as per Drawing, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering

12.1.15 **Subcontractors' notice board**

[6.6] A notice board is required

YES/NO

Specific requirements:

12.1.16 **Water**

[7.2] Option A (by **contractor**)

YES/NO

Option B (by **employer** - free of charge)

YES/NO

Option C (by **employer** - metered)

YES/NO

12.1.17 **Electricity**

[7.3] Option A (by **contractor**)

YES/NO

Option B (by **employer** - free of charge)

YES/NO

Option C (by **employer** - metered)

YES/NO

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12.2.1 **Payment of preliminaries**

[10.2] Option A (prorated)
YES/NO

Option B (calculated)
YES/NO

12.2.2 **Adjustment of preliminaries**

[10.3] Option A (three categories)
YES/NO

Option B (detailed breakdown)
YES/NO

12.2.3 **Additional agreed preliminaries items**

Details:

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SECTION C: SPECIFIC PRELIMINARIES

Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

90 **C1.0 CONTRACT DRAWINGS**

** Select relevant paragraph and delete whichever is not applicable depending on whether the contract is based on a **bills of quantities** or **lump sum document***

* 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

* A full set of drawings is issued with the tender documents indicating the full scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed

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**

Fixed: _____ Value related: _____ Time related: _____

Item

91 **C2.0 GENERAL PREAMBLES**

The document "Specification of Materials and Methods to be used (PW371)" is obtainable on the Department's website (<http://www.publicworks.gov.za/> under "Consultants Guidelines"), and shall be read in conjunction with the **bills of quantities / lump sum document** and be referred to for the full descriptions of work to be done and materials to be used

Fixed: _____ Value related: _____ Time related: _____

Item

92 **C3.0 TRADE NAMES**

Wherever a trade name for any product has been described in the **bills of quantities / lump sum document**, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the **principal agent** being obtained prior to the closing date for submission of tenders

If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for

Fixed: _____ Value related: _____ Time related: _____

Item

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93 **C4.0 IMPORTED MATERIALS AND EQUIPMENT**

Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer)

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)

Fixed: _____ Value related: _____ Time related: _____

Item

94 **C5.0 VIEWING THE SITE IN SECURITY AREAS**

The **site** is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the **site** for tendering purposes

Fixed: _____ Value related: _____ Time related: _____

Item

95 **C6.0 COMMENCEMENT OF WORKS IN SECURITY AREAS**

As the **works** falls within a security area the **contractor** must give the unit commander or other responsible officer notice before commencement of the **works**. Should the **contractor** fail to make such arrangements, admission to the **site** may be refused and any additional costs will be for the **contractor's** account

Fixed: _____ Value related: _____ Time related: _____

Item

96 **C7.0 ENTRANCE PERMITS TO SECURITY AREAS**

As the **works** falls within a security area the **contractor** shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer

Fixed: _____ Value related: _____ Time related: _____

Item

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97 **C8.0 SECURITY CHECK OF PERSONNEL**

The **principal agent** may require the **contractor** to have his personnel and workmen, or a certain number of them, security classified

In the event of the **principal agent** requesting the removal of a person or persons from the **works** for security reasons, the **contractor** shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the **works** and the **site** and/or to any document or information relating to the **works**

Fixed: _____ Value related: _____ Time related: _____

Item

98 **C9.0 PROHIBITION ON TAKING OF PHOTOGRAPHS**

In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister

The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959

Fixed: _____ Value related: _____ Time related: _____

Item

99 **C10.0 HIV/AIDS AWARENESS**

It is required of the **contractor** to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities / lump sum document**. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained

The **contractor** must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

Carried to Collection

R

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PRELIMINARIES AND GENERAL



C10.1 AWARENESS CHAMPION

Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____ Time related: _____

Item

C10.2 AWARENESS WORKSHOPS

Selection and appointment of a competent Service Provider approved by the **principal agent**, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____ Time related: _____

Item

C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.

Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____ Time related: _____

Item

C10.4 ACCESS TO CONDOMS

Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____ Time related: _____

Item

Carried to Collection

R

C10.5 MONITORING

Monitoring HIV/AIDS awareness of workers, providing the **principal agent** with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the **construction period** and close out, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____ Time
related: _____

Item

100

C11.0 OCCUPATIONAL HEALTH AND SAFETY ACT

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 interest, due to such delay of payment

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained

Fixed: _____ Value related: _____ Time
related: _____

Item

PPE

101

C11.1 HI-VISIBILTY CONTI-SUIT

Annual/ As required or needing replacing

Fixed: _____ Value related: _____ Time
related: _____

Item

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102	C11.2 HI-VISIBILTY T-SHIRTS Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item	
103	C11.3 STEEL TOE-CAPPED SAFETY BOOTS Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item	
104	C11.4 HI-VISIBILITY SAFETY VEST Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item	
105	C11.5 SABS APPROVED HARD HAT Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item	
106	C11.6 HI-VISIBILITY RAIN SUITS Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item	
107	C11.7 STEEL TOE CAPPED GUMBOOTS Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item	
Carried to Collection		R	
Bill No. 1 PRELIMINARIES AND GENERAL			

108	C11.8 DUST MASKS (STIPULATE FFP) Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item	
109	C11.9 SAFETY GLASSES Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item	
110	C11.10 GLOVES (STIPULATE TYPE): Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item	
111	C11.11 SAFETY HARNESSSES Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item	
112	C11.12 ISSUE OF COVID-19 COMPLIANT FACE MASKS Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item	
113	C11.13 ISSUE OF DISPOSABLE GLOVES Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item	
Carried to Collection		R	
Bill No. 1 PRELIMINARIES AND GENERAL			

114	C11.14 ISSUE OF FACE SHIELDS Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item
115	C11.15 OTHER Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item
	<u>TRAINING</u>	
116	C11.16 SAFETY REPRESENTATIVE TRAINING Training of safety representatives Fixed: _____ Value related: _____ Time related: _____	Item
117	C11.17 FIRST AIDER TRAINING Training of first aiders Fixed: _____ Value related: _____ Time related: _____	Item
118	C11.18 FIRE FIGHTING TRAINING Fixed: _____ Value related: _____ Time related: _____	Item
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124 C11.24 SCAFFOLDING ERECTOR

Once off

Fixed: _____ Value related: _____ Time
related: _____

Item

125 C11.25 INDUCTION TRAINING INCLUDING COVID AWARENESS

Fixed: _____ Value related: _____ Time
related: _____

Item

126 C11.26 OTHER

Fixed: _____ Value related: _____ Time
related: _____

Item

HEALTH AND SAFETY SALARIES

127 C11.27 CHC MANAGER

Monthly Salary

Fixed: _____ Value related: _____ Time
related: _____

Item

128 C11.28 CHC OFFICER

Monthly Salary

Fixed: _____ Value related: _____ Time
related: _____

Item

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PRELIMINARIES AND GENERAL



129	C11.29 COVID CONTROL OFFICER Monthly Salary Fixed: _____ Value related: _____ Time related: _____	Item	
130	C11.30 OTHER Monthly Salary Fixed: _____ Value related: _____ Time related: _____	Item	
<u>SPECIFIC HEALTH AND SAFETY ITEMS</u>			
131	C11.31 MEDICALS INCLUDING COVID SCREENING Pre-placement, Annual and Exist Fixed: _____ Value related: _____ Time related: _____	Item	
132	C11.32 SPILL KIT Once off Fixed: _____ Value related: _____ Time related: _____	Item	
133	C11.33 ACCOMMODATION OF TRAFFIC Accommodation of Traffic as per Client tender BOQ Fixed: _____ Value related: _____ Time related: _____	Item	
Carried to Collection		R	
Bill No. 1 PRELIMINARIES AND GENERAL			



134 **C11.34 INDUCTIONS**

Annual

Fixed: _____ Value related: _____ Time
related: _____

Item

135 **C11.35 FIRST AID KITS**

Once off

Fixed: _____ Value related: _____ Time
related: _____

Item

136 **C11.36 FIRE EXTINGUISHERS**

Once off

Fixed: _____ Value related: _____ Time
related: _____

Item

137 **C11.37 ABLUTIONS**

Once off

Fixed: _____ Value related: _____ Time
related: _____

Item

138 **C11.38 BARRIER NETTING**

Once off

Fixed: _____ Value related: _____ Time
related: _____

Item

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145 C11.45 FIRE EXTINGUISHER

Once off

Fixed: _____ Value related: _____ Time
related: _____

Item

146 C11.46 DIRECTIONAL SIGNAGE

Once off

Fixed: _____ Value related: _____ Time
related: _____

Item

147 C11.47 EMERGENCY ASSEMBLY POINT

Once off

Fixed: _____ Value related: _____ Time
related: _____

Item

148 C11.48 NO SMOKING SIGNAGE

Once off

Fixed: _____ Value related: _____ Time
related: _____

Item

149 C11.49 LADIES AND MEN'S TOILETS SIGNAGE

Once off

Fixed: _____ Value related: _____ Time
related: _____

Item

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150 C11.50 'NO NAKED FLAMES' SIGNAGE

Once off

Fixed: _____ Value related: _____ Time
related: _____

Item

151 C11.51 OTHER (OTHER SIGNAGE)

Once off

Fixed: _____ Value related: _____ Time
related: _____

Item

SAFETY DOCUMENTATION

152 C11.52 HEALTH AND SAFETY PLAN

Fixed: _____ Value related: _____ Time
related: _____

Item

153 C11.53 HEALTH AND SAFETY FILE

Fixed: _____ Value related: _____ Time
related: _____

Item

154 C11.54 COVID PLAN AND PROCEDURES

Once off

Fixed: _____ Value related: _____ Time
related: _____

Item

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155 C11.55 FALL PROTECTION PLAN

Once off

Fixed: _____ Value related: _____ Time
related: _____

Item

156 C11.56 OTHER

Once off

Fixed: _____ Value related: _____ Time
related: _____

Item

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COLLECTION

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Item No	Quantity	Rate	Amount
<u>BILL NO 2</u>			
<u>ALTERATIONS TO EXISTING BUILDING</u>			
Notes: 1. Tenderers are advised to study the 'Construction specification PW371-A and B as ammended (downloadable from Department of Public Works website, www.publicworks.gov.za) before pricing this bill 2. Unless otherwise stated all items in this Bill			
<u>GENERAL NOTES</u>			
For further preambles and full descriptions of items not fully described in this Bill, reference must be made to supplementary preambles and descriptions in the other Bills of this Section. Such supplementary preambles and descriptions shall apply equally			
<u>GENERAL</u>			
In taking down and removing existing work the utmost care shall be observed to prevent any structural or other damage to remaining portions of the building and the Contractor shall provide all shoring, needling, strutting, etc. to ensure stability			
<u>Any water supply and other piping that may be encountered and which is found necessary to disconnect or cut shall, after such disconnection or cutting has been authorised by the Representative/Agent, be effectively stopped off</u>			
<u>EXISTING BUILDINGS</u>			
<u>The existing buildings will be in use and occupied during the progress of the contract and the Contractor will be required to carry out the works in such a manner as will least interfere with the occupants and with the minimum of disturbance</u>			
		R	
Carried to Collection			
Bill No. 2			
ALTERATIONS			

SIZE PERTAINING TO EXISTING WORK

The Contractor is advised to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the correctness of sizes of all new work. All sizes given in relation to existing work are approximate.

MAKING GOOD DAMAGED WORK

The Contractor shall make good in all trades to existing work where damaged or disturbed through the alterations with all necessary new materials to match the existing

FORMING NEW OPENINGS OR ALTERING OPENINGS IN EXISTING WALLS

Descriptions of forming new openings or altering openings in existing walls shall be deemed to include breaking out for and forming new brick, in-situ concrete or prestressed concrete lintels, including all reinforcement, formwork, turning pieces, etc.

BUILDING UP OPENINGS

Descriptions of building up existing openings where given in number shall be deemed to include preparing existing surfaces all around, brickwork properly toothed and bonded to existing, wedging up and making good on both sides as described

PAINTWORK

Where plasterwork on walls, ceilings, etc. are required to be patched or made good, prices are to include for the appropriate priming coat and one coat undercoat to receive paint finishing coats which are measured elsewhere

The contractor must protect all work not removed such as walls, floors, doors, windows, fittings, etc. from damage during the progress of the work and provide all necessary materials for doing so.

Carried to Collection

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ALTERATIONS

R

Tenderers are advised to visit the site before tendering and satisfy themselves as to the nature and extent of the works, means of access to the site and availability of working space. No claims will be entertained due to the tenderer having failed to comply

PROCEDURE OF WORK

The Representative/Agent reserves the right to direct the order in which the contract will be executed, should circumstances necessitate such action.

LOSS BY THEFT, FIRE OR OTHERWISE

The risk of loss, theft, fire, storm, riot or otherwise of the buildings to be demolished and the materials therein shall rest entirely with the contractor immediately upon the handing over of the site.

WATER AND OTHER PIPING

Any water supply or other piping that may be met with and found necessary to disconnect or cut are to be effectually stopped off or grubbed up and removed and any new connections that may be necessary and are to be made with proper fittings

ELECTRICAL AND OTHER SERVICES

Special care is to be exercised not to unnecessarily interfere with any electric light, bell, power, telephone or other wires and fittings that may be met with and due notice must be given to the Architect.

The contractor must protect all work not removed such as walls, floors, doors, windows, fittings, etc. from damage during the progress of the work and provide all necessary materials for doing so.

OCCUPATION OF EXISTING BUILDINGS

Tenderers are advised that the existing buildings will be in occupation during the building operations and due allowance must be made for the work being carried out in such a manner as will least interfere with the general routine of the occupants.

Carried to Collection

Bill No. 2
 ALTERATIONS

R

NOISE PREVENTION

The contractor shall take special care to minimise noisy operations during business hours. Such measures will include, inter alia, the use of silent compressors and strict control of workmen.

The contractor shall demolish the portions of existing structures or buildings with a minimum amount of damage to adjoining buildings, materials, pavings, etc. Any damage caused is to be made good at his own expense with materials to match the existing.

ALTERATIONS TO OPENINGS

Where the Contractor is required to form openings, alter openings or brick up openings in existing walls all brickwork shall be made good at jambs including properly bonding to existing. Brickwork in bricking up openings shall be wedged and pinned up to

MAKING GOOD, ETC

Prices are to include for making good in all trades to existing work, where damaged or disturbed through alterations, with all necessary new materials to match existing and leave complete and perfect in every respect.

TEMPORARY BARRIERS, SCREENS, ETC

Temporary barriers, screens, etc including removal

- 1 Allowance for all necessary temporary tarpaulins, barricades, screens, fencing, temporary waterproofing, dust proofing, etc required to isolate buildings, walkways, pavements or any sections under construction including any sections of new or existing buildings for the purposes of excluding users from the remainder of the building

Item

REMOVAL OF EXISTING WORK

Carried to Collection

R

Bill No. 2
 ALTERATIONS



Taking out doors, windows, etc, including thresholds, sills, etc, setting aside for re-use and later refixing in similar new position

2 Timber single door excluding frame 813 x 2032mm high overall, including setting up rehang door on new brass hinges and replacing lock with "4" lever mortice lockset

No 21

3 Timber double door excluding frame 1650 x 2032mm high overall, including setting up rehang door on new brass hinges and replacing lock with "4" lever mortice lockset

No 7

4 Roller shutter door exceeding 5m2 but not exceeding 7,5m2 including overhead housing

No 1

Joinery works

Taking down and removing roofs, floors, panelling, ceilings, partitions, etc.

5 Rainwater gutters with a diameter not exceeding 150mm

m 231

6 Downpipes

m 116

7 Ceilings including brandering

m2 419

Hacking up/off and removing ceramic tile floor and wall finishes including removing mortar bed or backing and preparing concrete or brick surfaces for new screed, plaster or tile finishes

8 Approximately 50mm Screed from floors

m2 830

Taking out and removing piping, sanitary fittings, etc including disconnecting piping from fittings and making good floor and wall finishes

9 Relocation of existing WHB to new position

No 1

Wall Cracks

10 Allow for repairs to minor hairline plaster cracks on existing walls

Item

SUNDRIES

Carried to Collection

R

Bill No. 2
ALTERATIONS



Deep cleaning existing surface

Clean existing surfaces with high pressure gun and all necessary detergents to restore to clean grease and dirt-free state

11	WHB	No	7
12	WC	No	7
13	SINK	No	1

Temporary relocation of furniture

14	Allow a budgetary amount of R60,000.00 Sixty Thousand for temporary relocation of existing furniture to storage as allocated by client		Item
----	--	--	------

Treating areas of termites

15	Allow for treating area with suitable anti-termite chemical including making good finishes where damaged	No	1
----	--	----	---

Carried to Collection

R

Bill No. 2
ALTERATIONS

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Item No	Quantity	Rate	Amount
<u>BILL NO 3</u>			
<u>CARPENTRY AND JOINERY</u>			
<u>Notes: 1. Tenderers are advised to study the 'Construction specification PW371-A and B as ammended (downloadable from Department of Public Works website, www.publicworks.gov.za) before pricing this bill</u> <u>2. Unless otherwise stated all items in this Bill</u>			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>Joinery Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc</u>			
<u>Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes</u>			
<u>Fixing Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete</u>			
<u>Decorative laminate finish Laminate finish shall be glued under pressure. Edge strips shall be butt jointed at junctions with adjacent similar finish</u>			
<u>NOTE:</u> All frames, ironmongery and finishes to doors are measured elsewhere			
<u>DOORS, ETC</u>			
<u>44mm thick Exterior hardwood grade door to comply with SABS 545 in wood door frame (Frame elsewhere measured</u>			
1	Single doors 40mm thick x 813mm wide x 2032mm high	No	2
2	Double doors 40mm thick x 1640mm wide x 2100mm high	No	2
Carried to Summary			R
Bill No. 3 CARPENTRY & JOINERY			

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Item No		Quantity	Rate	Amount
	<u>BILL NO 5</u>			
	<u>IRONMONGERY</u>			
	<u>Notes: 1. Tenderers are advised to study the 'Construction specification PW371-A and B as ammended (downloadable from Department of Public Works website) before pricing this bill 2. Unless otherwise stated all items in this Bill shall be deemed to fall</u>			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Finishes to ironmongery</u>			
	<u>Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered CH Chromium plated SC Satin chromium plated SE Silver enamelled GE Grey enamelled AS Anodised silver AB Anodised bronze AG</u>			
	<u>HINGES, BOLTS, ETC</u>			
1	Steel hinges (to existing frames)	No	4	
	<u>LOCKS</u>			
	<u>'UNION' or other approved</u>			
2	Stainless steel silver mortice lock suitable for double doors	No	2	
3	Stainless steel silver mortice lock suitable for single doors	No	2	
	<u>HANDLES</u>			
	<u>'UNION' or other equal and approved</u>			
4	Grade 304 stainless steel round D lever handle on a long backplate with a profiled cylinder opening fixed to timber doors with matching screws	Pairs	4.0	
	Carried to Collection			
	Bill No. 5			
	IRONMONGERY			



DOOR CLOSERS

'DORMA' or other approved

- | | | | |
|---|--|----|---|
| 5 | Overhead surface mounted type door closer with aluminium casing (code: TS91) | No | 1 |
|---|--|----|---|

Door signage

Signage to existing offices entrance timber doors to match existing perspex signs to adjacent doors

- | | | | |
|---|----------------------------|----|----|
| 6 | Door signage to offices | No | 12 |
| 7 | Door signage for ablutions | No | 4 |

SUNDRIES

'UNION' or other approved

- | | | | |
|---|---|----|----|
| 8 | Chrome plated hooded door stopper plugged onto floors | No | 34 |
|---|---|----|----|

BLINDS

Roll up zebra blinds with blackout fabric, and contineous aluminium chain complete with easy fit brackets to be recess mounted into reveals to be supplied and installed according to the manufacturer's recommendation

- | | | | |
|----|--|----|----|
| 9 | Blinds to cover window opening of size: 1200 x 1800mm high | No | 21 |
| 10 | Blinds to cover window opening of size: 2000 x 2000mm high | No | 9 |
| 11 | Blinds to cover window opening of size: 2000 x 1000mm high | No | 4 |

Carried to Collection

Bill No. 5
IRONMONGERY

R



Bill No. 5
IRONMONGERY
COLLECTION

Amount

R

Bill No. 5
IRONMONGERY

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Bill No. 6

TILING

COLLECTION

Total Brought Forward from Page No.

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No

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Amount

Carried to Summary

R

Bill No. 6
TILING

Item No	Quantity	Rate	Amount
<u>BILL NO 7</u>			
<u>PLUMBING AND DRAINAGE</u>			
<u>Notes: 1. Tenderers are advised to study the 'Construction specification PW371-A and B as ammended (downloadable from Department of Public Works website) before pricing this bill 2. Unless otherwise stated all items in this Bill shall be deemed to fall</u>			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>Wire gratings Descriptions of gutter outlets etc shall be deemed to include wire balloon gratings Stormwater channels Descriptions of channels shall be deemed to include necessary excavation, surface preparation, compaction, etc, and disposal of surplus material</u>			
<u>RAINWATER DISPOSAL</u>			
<u>"Mr. Gutter Ogee" or other equal and approved profile pre-coated aluminium seamless gutters</u>			
1	150 x 150 x 6mm eaves gutter	m	231
2	100 x 75mm downpipe to match gutters	m	116
3	Extra over eaves gutter for stopped end	No	33
4	Extra over eaves gutter for outlet for 150mm diameter pipe	No	33
Carried to Summary			R
Bill No. 7 PLUMBING AND DRAINAGE			

Item No	Quantity	Rate	Amount
<u>BILL NO 8</u>			
<u>GLAZING</u>			
Tenderers are to refer to the Model Preambles for Trades (Latest Edition) and Supplementary Preambles for further description and amplification of work in this section			
Tenderers are to provide an allowance for protection of glass as all scratched glass will have to be replaced			
<u>TOPS, SHELVES, DOORS, MIRRORS ETC</u>			
<u>Frameless floating mirror fixed with rear mounting brackets to walls with recessed shadowline including backlit LED strip lighting on all 4 sides according to detail</u>			
1	6mm thick clear float glass silver-backed mirror, size 450 mm x 600 mm height with polished bevelled edges 4 times holed for and fixed, with chromium plated dome-headed mirror screws.	No	5
	<u>Clear float glass</u>		
2	4mm Panes not exceeding 0.1m2	m2	19
<u>SUNDRIES</u>			
<u>Putty applied to existing steel framed windows</u>			
3	Putty to be applied to existing steel window panes exceeding 0.1m2 but not exceeding 0.5m2	No	10
Carried to Summary			
Bill No. 8 GLAZING			

[illegible]

[illegible]

Item No	Quantity	Rate	Amount
<u>BILL NO 11</u>			
<u>PAINTWORK</u>			
<u>Notes: 1. Tenderers are advised to study the 'Construction specification PW371-A and B as ammended (downloadable from Department of Public Works website) before pricing this bill 2. Unless otherwise stated all items in this Bill shall be deemed to fall</u>			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>DESCRIPTIONS</u>			
<u>Descriptions of paintwork shall be deemed to include for all cutting in</u>			
<u>PREPARATORY WORK TO EXISTING WORK</u>			
<u>Previously painted plastered surfaces shall be thoroughly washed down with polycell sugar-soap solution, rinse with clean water to remove all traces of soap, sand glossy surface to a matt finish and allowed to dry completely for 24 hours before any</u>			
<u>Previously painted metal surfaces shall be cleaned of all rust, scale and dirt, removed by scraping or with steel brushes. All oil and grease shall be removed and perfectly clean surfaces obtained. If necessary, the surfaces shall be de-grease</u>			
<u>Previously painted wood surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth</u>			
<u>ON INTERNAL FLOATED PLASTER SURFACES</u>			
<u>Apply one coat undercoat and two coats finish paint coats suitable for plastered surfaces</u>			
1	Internal walls	m2	1,565
Carried to Collection			R
Bill No. 11 PAINTWORK			



ON EXTERNAL FLOATED PLASTER SURFACES

Two coats exterior quality PVA emulsion paint to previously painted surfaces

2	To external walls	m2	938
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ON PLASTER BOARD

One coat sealer and two coats interior quality PVA emulsion paint

3	On ceilings and cornices	m2	938
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WOOD SURFACES

Apply one coat oil wood primer, one coat universal undercoat and two coats enamel 'Velvagro' or other equal and approved paint on

4	Doors and wood surfaces	m2	174
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ON METAL SURFACES

One coat alkyd based zinc phosphate primer and two coats premium quality polyurethane enamel paint, on steel

5	Door frames	m2	64
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6	To steel windows (both sides measured)	m2	191
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Carried to Collection

R

Bill No. 11
PAINTWORK



Bill No. 11

PAINTWORK

COLLECTION

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No

64

65

Amount

Carried to Summary

R

Bill No. 11
PAINTWORK



Item No		Quantity	Rate	Amount
	<u>BILL NO 12</u>			
	<u>PROVISIONAL SUMS</u>			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	The Contractor's attention is drawn to the fact that the indicated individual sums may consist of a number of Specialist Contracts, all of which will be executed by separate contractors. The Contractor must therefore allow in his tender for any cost implication this may bring about, as no claims in this regard will be entertained <u>Specialist Builders</u> Specialist builders will be appointed in terms of Clause 8 of the JBCC 2000 Series Minor Works Agreement. The following provisional sums are for work to be executed by specialist firms which will be regarded as direct contractors to the Employer. The Consultant will call for quotations from specialists selected by the Employer on documents prepared by the Employer or the relevant Consultant, in accordance with the Principal Building Agreement and in conjunction with the Architect. The Architect and the Employer shall in consultation with the relevant Consultant adjudicate the tenders. The Contractor shall, upon the final decision of the Architect, make reasonable allowance in the construction programme for installation to be undertaken by a Specialist Contractor. Profit on Specialist Contractors Specialist Contracts will be submitted directly to the Consultant by the Specialist Contractor. The Contractor may allow for profit, if required, under the item "Allow for profit" following each Specialist Contractor's sum.			
	<u>SIGNAGE</u>			
1	Allow a sum of R40,000.00 (Forty Thousand Rands) for the supply and installation of signage to the entire building, including external wall signs and boards to give clear identification of the building.	Item		40,000.00
2	Allow for profit if required		%	
	Carried to Collection		R	
	Bill No. 12 PROVISIONAL SUMS			

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18 Allow for general attendance

STRUCTURAL INSPECTION

19 Allow a sum of R300,000.00 (Three Hundred Thousand Rands) for structural inspection to foundations, walls, trussess, columns etc by a structural engineer including remedial works.

20 Allow for profit if required

21 Allow for general attendance

Item

%

300,000.00

%

%

Carried to Collection

R

Bill No. 12
PROVISIONAL SUMS



Bill No. 12

PROVISIONAL SUMS

COLLECTION

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No

67

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Amount

Carried to Summary

R

Bill No. 12
PROVISIONAL SUMS

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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 applicant

Name/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	



TAX CLEARANCE

TCC 001

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

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

Particulars of applicant

Name/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
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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:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - 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 ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- 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.

- 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:

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = 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

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.

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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.