MPUMALANGA ECONOMIC GROWTH AGENCY
An Entity of the Department of Economic Development and Tourism

BID

APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE BUILDING REFURBISHMENT, ALTERATIONS AND OFFICE FIT-OUT WORKS FOR THE ESTABLISHMENT OF THE MEGA INVESTA ONE-STOP SHOP

Issued by:

Mpumalanga Economic Growth Agency (MEGA)

02 Eastern Boulevard

Riverside,

Mbombela,

1200

MEGA /2027/ 09

CLOSING DATE: 08 DECEMBER 2026 AT 12:00PM

NAME OF A BIDDER: _____

TOTAL PRICE (all inclusive):_____

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE BELOW MENTIONED TENDER OF MPUMALANGA ECONOMIC GROWTH AGENCY					
BID NUMBER:	MEGA / 2027 / 09	CLOSING DATE:	08 DECEMBER 2026	CLOSING TIME:	12H00
DESCRIPTION	BID FOR THE APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE BUILDING REFURBISHMENT, ALTERATIONS AND OFFICE FIT-OUT WORKS FOR THE ESTABLISHMENT OF THE MEGA INVESTA ONE-STOP SHOP				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
MBOMBELA, MEGA Office Park, 02 Eastern Boulevard, Ground floor, Supply chain management unit

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**Mr. S Lekhuleni**	CONTACT PERSON	**Mr E Nyathikazi**
TELEPHONE NUMBER	013 492 5818	TELEPHONE NUMBER	013 492 5818
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	sibusiso.lekhuleni@mega.gov.za	E-MAIL ADDRESS	erick.nyathikazi@mega.gov.za

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
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: .....

TERMS OF REFERENCE
BID FOR THE APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE BUILDING REFURBISHMENT, ALTERATIONS AND OFFICE FIT-OUT WORKS FOR THE ESTABLISHMENT OF THE MEGA INVESTA ONE-STOP SHOP

1. INTRODUCTION

The Mpumalanga Economic Growth Agency, hereinafter referred to as "MEGA" is a 3D entity of the Mpumalanga Provincial Government with the mandate of stimulating economic growth in the Province through inter alia:-

(i) The provision of funding to SMMEs, Co-operatives and Agricultural enterprises, as well as the provision of housing loans to citizens of Mpumalanga within the gap market;

(ii) Proactively identifying investment opportunities within the province, attracting investment into such opportunities through various trade and investment promotion initiatives, as well as facilitating such investments into the province to derive maximum developmental impact;

(iii) Delivering massive infrastructure within the Province;

(iv) The development and management of property in the form of industrial parks which stimulate economic activity in the Province.

In exercising its powers and functions as articulated in the Act, [the MEGA Act 1 of 2010], the entity must continually broaden the participation of Mpumalanga citizens in all the sectors of the economy and accordingly contribute, whether directly or indirectly, to the alleviation of poverty, unemployment and inequality.

2. PURPOSE

The purpose of the project is to develop and complete the proposed Investa One Stop Shop facility to provide a modern, functional and integrated office environment for the accommodation of the various services and functions associated with the One Stop Shop. The works comprise the complete internal fit-out and associated building works required to transform the existing/proposed

space into a fully operational facility, including internal space planning and partitions, ceilings and bulkheads, floor and wall finishes, doors and shopfronts, joinery, acoustic treatments, and associated mechanical, electrical and other building services. The project is intended to provide a professional, accessible and efficient environment that supports the delivery of services to users of the Investa One Stop Shop.

3. BACKGROUND

The Investa One Stop Shop is proposed as a centralised office facility intended to provide an accessible, professional and functional environment for the delivery and coordination of services. The development is intended to bring relevant functions together within a single facility, creating an environment that supports efficient interaction between service providers, staff and members of the public.

The proposed facility is located at 02 Eastern Boulevard, Riverside, Mbombela, 1200, and comprises approximately 623.02 m² of rentable office accommodation. The project forms part of the development of suitable office accommodation to support the operational requirements of the Investa One Stop Shop.

The provision of appropriate office accommodation is intended to support an organised and efficient working environment, while creating a professional setting that reflects the nature and importance of the services to be delivered from the facility.

The design and development of the facility have been undertaken with consideration for the functional requirements of a contemporary office environment, including the need for appropriate levels of comfort, privacy, accessibility, acoustics, visual quality and user experience. The completed facility is intended to provide an environment that is suitable for day-to-day operations and capable of accommodating the anticipated activities of the One Stop Shop.

The project therefore requires the implementation of the approved design and tender documentation to deliver a high-quality, functional and professionally presented office facility that meets the requirements of the Client and provides an appropriate environment for the effective operation of the Investa One Stop Shop.

4. SCOPE OF WORK

The works comprise the proposed office fit-out and refurbishment of the Investa One Stop Shop MEGA offices for the Mpumalanga Economic Growth Agency (MEGA) at 02 Eastern Boulevard, Riverside, Mbombela.

The works cover approximately 623.02 m² of office accommodation and include demolition and alterations, new internal partitions, shopfronts and doors, floor and wall finishes, ceilings, joinery, plumbing, fire protection, electrical installations, air-conditioning alterations, signage, artwork, blinds, audio-visual installations and associated making-good and completion works.

The service provider shall provide all labour, supervision, materials, plant, equipment, transport, temporary works, protection, testing, commissioning, cleaning and other requirements necessary to complete the works in accordance with the drawings, specifications, Bills of Quantities and the requirements of the Principal Agent. The scope of work may also require the potential service provider to adhere to safety regulations, using appropriate tools, and potentially obtaining permits where required.

4.1. PRELIMINARIES AND GENERAL REQUIREMENTS

The Contractor shall allow for all preliminaries and general requirements necessary for the proper execution of the works, including:

- Site establishment and demobilisation.
- Site management and supervision.
- Compliance with all health and safety requirements.
- Protection of existing building elements, finishes, services and equipment.
- Temporary services and facilities required for the execution of the works.
- Coordination with the Client, Principal Agent, consultants and specialist subcontractors.
- Protection of occupied areas and existing installations.
- Removal of construction waste and maintenance of a clean and safe working area.
- Final cleaning and preparation of the premises for handover.
- Insurance, statutory requirements and other contractual obligations.
- Making good of surfaces disturbed by the works.

4.1 DEMOLITIONS AND ALTERATIONS

The Contractor shall carefully demolish, dismantle and remove existing elements affected by the proposed fit-out, including:

4.1.1 Existing partitions and doors

- Dismantling and removal of existing dry partition walls.
- Removal of existing timber door and steel frame.
- Removal and disposal of associated redundant fittings.
- Carting away of demolition material and debris.

4.1.2 Existing floor finishes

- Lifting and removal of existing carpet tiles and adhesive.
- Removal of existing floor finishes where indicated.
- Removal of existing tiled areas where required.
- Preparation of existing floor surfaces for new finishes.

4.1.3 Existing wall and tile finishes

- Hacking off and removal of existing ceramic kitchen floor tiles.
- Removal of kitchen splashback tiles.
- Removal of existing ceramic tile skirtings.
- Preparation of affected walls for new finishes.

4.1.4 Existing ceilings

- Carefully dismantling and removing existing suspended nailed-up plasterboard ceilings where indicated.
- Removal of suspended acoustic ceiling tiles and associated grids/support systems.
- Making good existing ceiling areas affected by demolition.
- Provision of temporary access/scaffolding where required.

4.1.5 Existing kitchen and joinery

- Removal of existing kitchen cupboards.
- Removal of existing island counters and associated granite tops.
- Disconnecting and removing existing sinks, mixers and under-counter geysers where indicated.
- Temporary isolation and making safe of water and waste connections.
- Demolition and removal of existing brick kitchen island walls.

4.1.6 Building alterations

- Forming new openings and closing redundant openings.
- Construction of new brickwork to altered areas.
- Bonding new brickwork into existing walls.
- Making good all disturbed surfaces.

4.2 INTERNAL DIVISIONS, DOORS AND SHOPFRONTS

The works shall include the construction and installation of new internal divisions and glazed office fronts.

4.2.1 Internal brickwork

- Construct new 115 mm NFP brickwork in Class II mortar where indicated.
- Form connections and toothings between new and existing brickwork.
- Make good adjoining surfaces.

4.2.2 Drywall partitions

Provide and install approximately 2600 mm high acoustic/soundproof drywall partitions comprising the specified board, acoustic and flexible noise barrier systems, including:

- Aluminium trims.
- Skirtings.
- Acoustic insulation/barriers.
- Green Glue or approved equivalent acoustic sealant.
- Support framing.
- Reinforcement/backing where required for mounted equipment.
- Formed ends and vertical abutments.
- Making good and finishing complete.

4.2.3 Doors

Provide and install new aluminium-framed glazed doors, including:

- Aluminium frames.
- Safety glazing.
- Frosted vision panels.
- Door hardware and ironmongery.
- Associated framing and fixings.
- Making good around door openings.

4.2.4 Aluminium shopfronts

Provide and install purpose-made aluminium shopfronts and glazed panels in accordance with the architectural drawings, including:

- Aluminium framing.
- 6.38 mm Solar Vue ™ HL safety glazing where specified.
- Fixed glazed panels.
- Sliding glazed doors.
- Door hardware and ironmongery.
- Shopfront-to-shopfront junctions.

- Connecting framing and fixings.
- Sealing and making good.
- Decorative vinyl film/sandblasting to designated glazing and doors
- All associated accessories and completion requirements.

4.2.5 Feature screens and wall panelling

Provide and install:

- Natural Oak timber slatted room dividers/feature screens.
- Timber grain wall panelling/cladding.
- Concealed support frameworks.
- Associated trims, fixings and finishing.

4.3 FLOOR FINISHES

The Contractor shall prepare existing floors and install new floor finishes in accordance with the finishes schedule and drawings. Works shall include:

- Preparation of uneven existing floors.
- Application of levelling compounds where required.
- Localised conventional cement screeding to correct levels.
- Supply and installation of Belgotex Select Pro LVT, colour/pattern "Rad", or approved equivalent.
- Supply and installation of Belgotex SporTec floor tiles where indicated.
- Installation of specified carpet runners where applicable.
- Supply and installation of MDF/timber/vinyl skirting.
- Movement/soft joints and sealants where required.
- Aluminium dividing strips between different floor finishes.
- Cutting, fitting, trimming and making good.

4.4 INTERNAL WALL FINISHES

The works shall include preparation and finishing of existing and new internal walls, including:

- Preparation of drywall partitions.
- Preparation of existing plastered walls.
- Preparation of new plastered walls.
- Application of specified acrylic paint systems.
- Application of approved feature/MOD colours.
- Supply and installation of Thulawall/timber wall panelling where indicated.
- Supply and installation of wallpaper to designated walls.
- Preparation and painting of timber skirtings.

- Filling, sanding, preparation and making good prior to painting.

4.5 SUSPENDED CEILINGS AND BULKHEADS

The service provider shall execute all ceiling alterations and new ceiling installations, including:

- Protection of existing ceilings during construction.
- Making good existing suspended ceiling grids and tiles.
- Closing openings formed for mechanical and electrical services.
- Cutting and making good suspended ceilings.
- Formation of vertical acoustic baffles
- Installation of new suspended acoustic ceiling systems.
- Installation of flush plastered ceilings.
- Formation of vertical and horizontal bulkheads.
- Installation of timber slat acoustic ceiling panels.
- Installation of PET/acoustic ceiling form.
- Installation of circular/ rectangular suspended acoustic ceiling clouds.
- Formation of recessed, downlights lighting openings.
- Supporting framing, grids, brandering, trims and edge details.
- Painting of new flush ceilings and bulkheads.
- Specialist spray finish to existing suspended ceilings where specified.

All ceiling works shall be coordinated with the electrical, fire and HVAC installations.

4.6 JOINERY AND FITTINGS

The Contractor shall supply, deliver and install purpose-made joinery and fittings in accordance with the drawings and approved specialist quotations.

The works include, but are not limited to:

- Boardroom server/storage units.
- Meeting room server/storage units.
- Open storage and display units.
- Filing/storage cabinets.
- Cellular office storage units.
- Manager's office storage units.
- Cloakroom storage.
- Tall tables and service centre counters.
- Kitchenette cupboards.
- Reception desk.
- Quartz stone worktops.
- Decorative shelving and honourary wall
- Black powder-coated steel frames.

- PG Bison decorative boards and specified finishes.
- Associated hardware, fittings and accessories.

Furniture and movable items shall only be included where specifically identified in the BOQ or instructed.

4.7 PLUMBING AND DRAINAGE

The plumbing works shall include alterations and new installations associated with the proposed office fit-out, including:

- Permanent plugging of redundant kitchen water points.
- Permanent plugging of redundant waste points.
- New water supply pipework and fittings.
- New waste and drainage pipework.
- PVC drainage fittings.
- Pipe supports and clamps.
- Supply and installation of a new 10-litre under-counter geyser where indicated.
- Isolating valves and pressure relief arrangements.
- Supply and installation of double-bowl sink.
- Supply and installation of sink mixer.
- P-traps.
- Angle valves.
- Flexible hoses.
- Connection to existing services.
- Testing and making good.

4.8 FIRE DETECTION AND FIRE PROTECTION

The Contractor shall provide a complete fire detection and fire protection installation, including:

4.8.1 Fire detection

- New addressable fire alarm control panel.
- Addressable smoke detectors.
- Addressable heat detectors.
- Manual call points.
- Combined sounder/strobe devices.
- Loop isolator modules.
- Input/output interface modules.
- Remote detector indicators.
- System programming and addressing.
- Device labelling.
- Zone chart.
- Cause-and-effect configuration.

4.8.2 Fire alarm cabling and containment

- Fire-resistant screened cabling.
- Interface and ancillary cabling.
- Galvanised cable trays.
- Cable supports and metallic fixings.
- Fire-rated clips and saddles.
- Fire-stopping of penetrations.
- Dedicated power supply to the fire alarm panel.
- Earthing and bonding.

4.8.3 Fire protection equipment

- New fire hose reels.
- Servicing and recertification of existing hose reels.
- Fire hydrant equipment.
- Portable DCP fire extinguishers.
- CO_2 fire extinguishers.
- Mounting brackets and identification discs.

4.8.4 Fire water reticulation

- Galvanised steel fire pipework.
- Hose reel connection pipework.
- Valves.
- Brackets, hangers and supports.
- Core drilling and sleeving.
- Painting of exposed fire pipework signal red.
- Connection to existing water supply.
- Flushing and hydrostatic pressure testing.

4.8.5 Fire signage and commissioning

Provide all required fire and emergency signage, including:

- Escape route signs.
- Exit signs.
- Fire equipment signs.
- Fire alarm panel identification.
- Emergency assembly point signage.

The Contractor shall fully test and commission the installation and provide the required fire installation compliance certification.

4.9 ELECTRICAL INSTALLATION

The electrical works shall comprise alterations to existing installations and new electrical installations required for the fit-out.

4.9.1 Electrical alterations and removals

- Removal of redundant plug points and switches.
- Removal and termination of redundant light fittings.
- Removal and storage of existing suspended LED fittings for re-use.
- Removal/replacement of existing power skirting.
- Removal of wall-mounted TV and projector where indicated.
- Removal and storage of hydroboil.
- Removal of redundant electrical wiring.
- Protection of existing electrical installations.

4.9.2 New lighting

Provide and install new lighting installations, including:

- Suspended light fittings.
- Pendant fittings inclusive of LED filament lamps.
- Pendant fittings to boardroom/feature areas.
- LED ceiling panels.
- Linear LED fittings.
- Round LED fittings.
- COB LED strip lighting.
- Associated drivers, connectors, wiring and accessories.
- Recessed lighting installations.
- Light switches and controls.

4.9.3 Small power

Provide and install:

- Normal socket outlets.
- Dedicated socket outlets.
- USB socket outlets.
- Desk-mounted socket outlets.
- Power skirting.
- Access-control power supplies where included.
- Floor boxes/pedestals.
- Dedicated supplies to equipment.
- Relocation of existing sockets.
- Supplies to mechanical equipment/diffusers where required.

4.9.4 Electrical distribution and certification

- Trace and relabel existing circuits.
- Alter and split circuits as required.
- Make connections to existing distribution boards.
- Clean, inspect and tighten connections.
- Verify circuit labelling.
- Issue the required Certificate of Compliance for the new work.

Exclusions specifically identified in the BOQ: generator/UPS wiring and connections, access control, CCTV, IT, data, telephone, security and alarm installations are excluded unless separately instructed.

4.10 AIR-CONDITIONING INSTALLATION

The HVAC works shall include alterations to the existing air-conditioning installation and provision of new components, including:

- Removal and reinstallation of existing return-air grilles.
- Installation of new 24 V diffusers.
- Provision for additional flexible ducting.
- New wall-mounted thermostat controllers.
- Coordination with ceiling works.
- Reinstatement and making good of ceiling openings.
- Testing and commissioning of affected installations.

4.11 SIGNAGE AND CORPORATE BRANDING

Provide and install signage and corporate branding, including:

- Vinyl tenant signage/logo to entrance doors.
- Illuminated tenant signage/logo to reception wall.
- Corporate branding/signage to timber feature screen at the waiting lounge.
- Associated fixing, wiring, supports and finishing where required.

4.12 ARTWORK

The works shall include the supply, delivery and installation of specified artwork, including:

- Canvas and wall-mounted artworks.
- Fine acrylic artwork.
- Varnish and texture finishes.
- Artist labour.
- Associated materials.
- Transportation and courier costs.
- Installation.
- Making good to walls affected by artwork installation

4.13 WINDOW BLINDS

Provide and install new aluminium Venetian blinds to designated windows, including:

- 25 mm aluminium blades.
- White perforated finish.
- Colour-coordinated ladder lace and cords.
- Head and bottom rails.
- Tilting mechanisms.
- Cord locks.
- Installation brackets.
- Complete installation and adjustment.

Existing fibre-cement window sills affected by the works shall be prepared and painted with the specified exterior acrylic paint system.

4.14 AUDIO-VISUAL INSTALLATION

Provide and install the specified audio-visual equipment to the Auditorium, Boardroom, Meeting Rooms, Manager's Office and Reception, including:

- QLED Ultra HD display screens.
- Active Bluetooth speaker systems.
- Wireless microphones.
- Soundbars and subwoofers.
- AV cabling.
- Linkage components.
- Wall mounting brackets.
- AV installation consumables.
- Equipment installation.
- Testing and commissioning.

The AV installation shall be fully coordinated with the electrical, ceiling and partition works.

4.15 SUNDRY WORKS

The Contractor shall allow for associated sundry works necessary for completion of the fit-out, including:

- Construction waste removal.
- Waste skips.
- General cleaning.
- Pre-cleaning of premises.
- Final cleaning.
- Protection of existing occupied areas.

- Additional measures required where construction takes place while the tenant is trading.
- Making good following chasing, drilling, cutting and installation of services.
- Removal of surplus materials and debris.

4.16 TESTING, COMMISSIONING AND HANDOVER

Before practical completion, the Contractor shall:

- Test all new installations.
- Commission electrical, fire, HVAC and AV installations.
- Test fire alarm devices and interfaces.
- Test fire water installations.
- Verify electrical circuits.
- Complete all required compliance inspections.
- Rectify defects identified during inspections.
- Clean the entire work area.
- Remove all temporary works and construction debris.
- Provide certificates and test results.
- Provide warranties and manufacturers' documentation where applicable.
- Complete snagging and rectify all outstanding items.
- Hand over the completed premises to the Client in a clean, safe and operational condition.

4.17 COORDINATION OF SPECIALIST WORKS

The Contractor shall be responsible for coordinating all specialist installations with the architectural and existing building services.

- Drywall partitions and shopfronts.
- Ceilings and bulkheads.
- Acoustic ceiling panels, baffles and rafts.
- Lighting fittings.
- Fire alarm devices.
- HVAC diffusers and grilles.
- Electrical services.
- AV equipment.
- Joinery.
- Signage and feature installations.

No services or ceiling elements shall be installed without adequate coordination to avoid clashes and unnecessary alterations.

4.18 GENERAL REQUIREMENT

All work shall be executed in accordance with the approved architectural and engineering drawings, project specifications, Bills of Quantities and other Contract Documents, and shall comply with the relevant provisions of the applicable South African National Standards (SANS), statutory requirements, local authority requirements and the latest applicable regulations.

The measurement and description of work shall be read in conjunction with the relevant Trade Preambles and General Preambles for Building Work (2017), which shall apply to the respective trades unless specifically stated otherwise in the Bills of Quantities.

The Contractor shall allow in the rates for all labour, materials, plant, equipment, supervision, setting out, cutting, fitting, fixing, jointing, sundries, waste, access, temporary works and all other requirements necessary for the proper and complete execution of the works in accordance with the Contract Documents, relevant SANS requirements, manufacturers' written recommendations and the applicable Trade Preambles

The scope shall be read in conjunction with the complete tender documentation and drawings. Where discrepancies occur, the Contractor shall obtain clarification from the Principal Agent before proceeding with the affected work.

5 PROJECT TIMELINES

5.1 The Contract Period for the completion of the Works shall be **five (5) months**, commencing from the date stipulated in the Contract. The Contractor shall complete the Works, including all construction activities, testing and commissioning, inspections, snagging, rectification of defects and handover, within the prescribed five-month Contract Period.

5.2 The Contractor shall submit a detailed programme indicating the planned sequence and duration of all activities, including mobilisation, procurement, preparation and approval of shop drawings and samples, manufacture and delivery of materials, construction and installation, testing and commissioning, inspections, snagging, rectification and handover.

5.3 The Contractor shall allow sufficient time within the five-month Contract Period for the procurement and manufacture of long-lead and specialist items, including shopfronts, joinery, specialist acoustic products, feature ceilings, lighting fittings and other items requiring prior approval or manufacture.

5.4 The Contractor shall properly coordinate and sequence all trades and specialist subcontractors to ensure that the Works are completed within the Contract Period. Delays arising from inadequate planning, procurement, coordination or supervision shall not relieve the Contractor of its obligation to achieve completion within the Contract Period, subject to the provisions of the Contract.

6 EVALUATION CRITERIA

6.1 Evaluation Stages

The three-stage tender evaluation and awarding process will be used to adjudicate the tender documents that will be submitted by potential bidders. The stages are described as being;

- Stage 1: Responsiveness assessment: Tenders evaluated for responsiveness based on the mandatory requirements stated.
- Stage 2: Functionality assessment
- Stage 3: Price and specific goals: Financial offer (tender price) evaluation and Empowerment adjudication: Evaluation of the bidders scores for the price submitted and scoring of bidders on specific goals. A bidder scoring the highest points in terms of price and specific goals ratings will be recommended for appointment. 80/20 evaluation criteria will be used for this bid.

Appointment of a preferred bidder(s)

Subject to the provisions of MEGA Supply Chain Management Policy and the procurmemnt regulations of 2022,

MEGA reserves the right to:

(a) Where applicable, negotiate the final feee or rates with the preferred bidder.

6.1.1. MANDATARY REQUIREMENTS

a) All mandatory requirements must be met in full.
b) Failure to meet or demonstrate any mandatory requirement will result in disqualification from further evaluation.

c) The bidder must comply with the below mentioned mandatory requirements in order for the bid to proceed:

No.	Mandatory Requirement
1.	A letter of Good Standing, issued by the Compensation Fund in terms of the Compensation for Occupational injuries and Diseases Act (COIDA), 1993 must be attached. **The certitificate must be valid as at the closing date of the bid.** **A letter of intent will not be accepted**
2.	Company/CC/Trust/Partnership registration certificates
3.	Fully completed pricing schedule **(Attached BOQ)**
4.	Fully completed, signed Standard bidding documents (SBD1; SBD4; SBD6.1)
5.	Letter of authority to sign the bidding documents
6.	Certified copies of Directors' or shareholders' identity documents (front and back sides of identity document)
7.	Proof registration on Central Supplier Database **(Detailed report)**
8.	Letter of approval by the executive Authority to do business with the State if the entity has a member(s) who is/ are Government employees
9.	**Bidders who submit information that is fraudulent, factually untrue or inaccurate will be disqualified.**
10.	Valid registration of CIDB level **5 GB or higher**
11.	Joint venture agreement (Where applicable)

6.1.2. Functionality Evaluation Threshold

a) Bidders will first be evaluated on functionality and bidders who score 70 points or more of the 100 points will be evaluated further on price and specific goals.

b) Bidders who score less than the **minimum threshold of 70 points** on functionality will automatically be disqualified.

The quality score in respect of each of the criteria are as follows:

6.1.2.1 Tenderer's Experience:

The experience of the tenderer in similar projects or nature or similar areas and conditions in relation to the scope of work for **Refurbishment, Alterations and Office fit-out for Riverside Park MEGA Offices** will be evaluated.

Briefly describe company or individual experience in regard to the above scope of work and attach this to this schedule.

NB: Proof of previous work history must be attached in form of Official Purchase Order, Appointment Letter, Completion Certificate or Reference letter.

A summary of the relevant work experience in line with the scope of work should be indicated in the table below: All documents applicable to this Schedule must be attached.

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Date completed

The scoring of the tenderer's experience will be as follows:

Criterion	Assessment	Points Awarded	Maximum Score

Relevant Experience in Providing Similar Services to Public Sector Institutions and Public Entities	**Company Experience:** Demonstrated experience in successfully completing similar projects within the past five (5) years. **Note to Bidders:** A maximum of five (5) appointment letters, each supported by a corresponding completion certificate / reference letter, will be considered for evaluation. 10 points for each similar building works successfully completed project with value of R5 million - R10 million 5 points for each similar building works completed project with value between R2 Million – R5 million 3 points for each similar building works completed project with value of less than R2 Million **Note to Bidders:** Only experience gained from providing similar services to public sector institutions and public entities will be considered for purposes of claiming points under this criterion. Bidders must submit **certified copies of appointment letters** and corresponding **completion certificates** as supporting evidence.		**50**

I, the undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.	
SIGNED AT	**AUTHORIZED SIGNATURE (UNDERSIGNED)**

DATE	NAME AND CAPACITY

6.2 EXPERIENCE OF KEY STAFF

A CV of each key staff member should be attached to this schedule. The 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 professional awards

2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations). Attach certified copies of certificates
3. Name of current employer and position in enterprise
4. Outline of recent assignments / experience that has a bearing on the scope of work

All documents applicable to this Schedule must be attached.

The scoring of the experience of key staff will be as follows:

Criterion	Assessment	Points Awarded	Maximum Score
Construction Team Key Personnel	**1. Site Agent / Contract Manager** Certified Building qualification or relevant Degree in Built Environment (NQF Level 7) – **5 points** Completed a minimum of five (5) similar projects – **3 points** Five (5) or more years' relevant management experience – **2 points** Subtotal: 10 points **2. General Foreman** Certified Built Environment qualification (NQF Level 6) – **5 points** Completed a minimum of five (5) similar projects – **3 points**		**30**

	Five (5) or more years' relevant supervisory experience – **2 points** Subtotal: 10 points **3. Building Artisan** Relevant Trade Certificate / Built Environment qualification (NQF Level 6) – **3 points** Completed a minimum of five (5) similar projects – **1 points** Five (5) or more years' relevant experience – **1 points** Subtotal: 5 points **4. Safety Officer** Certified relevant OHS qualification (SAMTRAC or equivalent OHS training) – **3 points** Involvement in a minimum of three (3) similar projects – **1 point** Three (3) or more years' relevant experience – **1 point** Subtotal: 5 points		

I, the undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.	
SIGNED AT	**AUTHORIZED SIGNATURE (UNDERSIGNED)**
DATE	**NAME AND CAPACITY**

6.3 IMPLEMENTATION PLAN & METHODOLOGY TO IMPLEMENT THE PROJECT

The bidder should describe briefly the process and methodology which will be followed to implement the project with key timeframes. The main disciplines and roles of responsibilities must be highlighted and indicate the technical support that will be provided on the project etc. The information must be attached to the tender document.

Methodology Approach and Implementation Plan must be Attached

Examples:

The approach paper must respond to the scope of work and outline the proposed approach / methodology. The approach should articulate what added values the bidder will provide in achieving the stated objectives for the project.

The tenderer must as such explain:

- His/her understanding of the objectives of the assignment
- The Employer's stated and implied requirements
- Highlight the issues of importance
- Explain the technical approach they would adopt to address them.

The approach paper should explain:

- the methodologies which are to be adopted;
- demonstrate the compatibility of those methodologies with the proposed approach

The approach should also include a quality plan which:

- outlines processes, procedures and associated resources;
- applied by whom and when, to meet the requirements;
- indicate how risks will be managed;
- what contribution can be made regarding value management.

The tenderer must attach his / her approach paper to this page.

The scoring of the approach paper will be as follows:

METHODOLOGY APPROACH AND IMPLEMENTATION PLAN	
Bidders must demonstrate their proposed approach and methodology for implementing the project, drawing on similar projects successfully executed by the company within the past five (5) years.	**20 Points**
Methodology Comprehensive and detailed methodology demonstrating a clear understanding of the project scope, activities and implementation requirements. **Excellent (10 Points):** Provides a comprehensive, detailed and well-structured methodology. Demonstrates an excellent understanding of the project scope, proposed activities, construction processes, resource requirements, quality control, risk management and health and safety considerations. **Good (7 Points):** Provides a clear and relevant methodology demonstrating a good understanding of the project scope and implementation requirements. Addresses most key activities and processes, with minor omissions. **Average (5 Points):** Provides a reasonably adequate methodology but lacks sufficient detail on certain activities, construction processes or implementation requirements. **Poor (3 Points):** Provides a vague or incomplete methodology, demonstrating limited understanding of the project scope and implementation requirements. **No submission (0 Points):** No methodology submitted, or the submission contains insufficient information to be evaluated.	**10 Points**
Implementation Plan **Work Breakdown Structure (WBS) – 5 Points** Excellent (5 points): Provides a detailed and logical WBS identifying all major project activities, tasks, deliverables and their sequencing. Good (4 Points): Provides a clear WBS covering most major activities and deliverables, with minor omissions. Average (2 Points): Provides a basic WBS identifying some project activities but with limited detail or sequencing. Poor (1 Points): Provides an incomplete or unclear WBS with significant omissions. No submission (0 points): No WBS submitted.	**10 Points**

Time-Bound Implementation Indicators – 5 Points Excellent (5 Points): Provides clear, measurable and realistic time-bound indicators, including project milestones, activity durations, timelines and completion dates. Good (4 Points): Provides relevant timelines and milestones covering most project activities, with minor gaps in measurability or detail. Average (2 Points): Provides general timelines and milestones, but these lack sufficient detail or measurable indicators. Poor (1 Points): Provides vague or unrealistic timelines with limited milestones or measurable indicators. No submission (0 points): No implementation timelines or time-bound indicators submitted.	

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

SIGNED AT	**AUTHORIZED SIGNATURE (UNDERSIGNED)**
DATE	**NAME AND CAPACITY**

EVALUATION ON PRICE AND SPECIFIC GOALS

The **80/20 preference point system** shall be applied for the purpose of this bid, as per the requirements of the *Preferential Procurement regulations, 2022.*

The 80/20 preference point system for acquisition of services, works or goods up to the Rand value of R50 Million (VAT inclusive):

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

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

A maximum of 20 points can be awarded to a tenderer for the specific goals specified for the tender.
The points scored for the specific goals will be added to the points scored for price.

POINTS AWARDED FOR SPECIFIC GOAL(S) IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

Bidders must submit **relevant evidentiary documentation**, as specified in the tender, to support each claim.

Complete below and Refer to attached: SBD 6.1 – Preference Points (Specific Goals)
(Specify your claim on HDI,youth, women, disability and SMME's goals)

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

Bidders must include a detailed pricing schedule demonstrating all items considered/included in the price, rates per unit and total costs, as well as value-added tax where applicable.

Refer to the attached BOQ

7 CONFIDENTIALITY

This bid and all information in connection therewith shall be held in strict confidence by interested parties and usage of such information shall be limited to preparation of the bid.

8 ENQUIRIES

Enquiries related to this bid may be addressed via email on or before **4 December 2026 12h00** and time as indicated below:

All enquiries must be directed to:
Supply Chain Management Mr. Sibusiso Lekhuleni Supply Chain Management Unit: 013 492 5818 sibusiso.lekhuleni@mega.gov.za **Technical** Mr. E Nyathikazi Property Development and Infrastructure 013 492 5818 erick.nyathikazi@mega.gov.za

9 COMPULSORY BRIEFING SESSION

Date : **18 November 2026**

Time : **11:00**

Venue : Ground Floor, MEGA Office Park

02 Eastern Boulevard

Riverside, Mbombela

1200

SITE VISIT: FOLLOWING THE COMPULSORY SITE BRIEFING

10 CLOSING DATE AND TIME

Date: 08 DECEMBER 2026

Time: 12h00 pm South African Time (GMT +2.00)

11 METHOD AND PLACE OF SUBMISSION

All the Bid documents together with the supporting documents must be submitted in a sealed envelope, marked with the Name of bidder, Bid number, Bid description and closing date, and be deposited in the tender box as per the closing date and time per bid above.

The addresses are as follows:

MEGA Head Office

02 Eastern Boulevard
Riverside
Mbombela
1200

All bidders are requested to submit the documents in two [2] formats, namely, one [1] original and [1] Copy on USB.

12 BID VALIDITY PERIOD

Bids submitted shall remain valid for a period of **120 days** from the closing date of the bid.

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	BILL NO. 1				
	PRELIMINARIES				
	BUILDING AGREEMENT AND PRELIMINARIES				
	The JBCC Series 2000 Principal Building Agreement (Edition 5.0 July 2007 code 2101) prepared by the Joint Building Contract Committee shall be the applicable building agreement, amended as hereinafter described				
	The JBCC Principal Building Agreement Contract Data EC and the JBCC Principal Building Agreement Contract Data CE form an integral part of this agreement				
	The ASAQS Preliminaries (November 2007 edition) published by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement shall be deemed to be incorporated in these bills of quantities				
	Contractors are referred to the abovementioned documents for the intent and meaning of each clause thereof				
	These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this agreement such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the abovementioned documents				
	Where any item is not relevant to this specific agreement such item is marked N/A (signifying "not applicable")				
	PREAMBLES FOR TRADES				
	The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained				
	Supplementary preambles are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the said Model Preambles				
	The contractor's prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the said Model Preambles and in any supplementary preambles				
	PRICING OF PRELIMINARIES				
	CARRIED FORWARD				

	BROUGHT FORWARD				
	Should the contractor select Option A in terms of subclause 3.2.1 in the Contract Data - Contractor to Employer (CE) for the purpose of adjustment of these preliminaries, the amount entered into the amount column in these preliminaries is to be divided into one or more of the three categories provided namely Fixed (F), Value Related (V) and Time Related (T)				
	SECTION A: PRINCIPAL BUILDING AGREEMENT				
	Definitions (A1)				
	CLAUSE1.0				
	Clause 1.1 Defination 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				
	Clauses1.1 Defination of **"Construction period** "is ammened 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 Defination of "interest" is amended by replacing it with the following:				
	(a)in respect of interest owed by the employer, the interest rates as determined by the Minister of Justice and Constitutional Development, from time to time, in terms of section 1(2) of the Prescribed Rate of interest Act,1975 (Act No.55 of 1975), will apply; and				
	(b)in respect of interest owned to the employer, the interest rate as determined by the Minister of Finance,from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999(Act No.1 of 1999), will apply.				
1	Clause 1.0 - Definitions and interpretation The measuring system used for the preparation of the bills of quantities is the Standard System of Measuring Building Work (sixth edition, revised 1999) published by the Association of South African Quantity Surveyors [1.1] F:..... V:..... T:..... @ 10%	Item	1		
	Objective and preparation (A2 - A14)				
2	Clause 2.0 - Offer acceptance and performance obligations F:..... V:..... T:.....	Item			
3	Clause 3.0 - Documents Refer to Annexure A for a list of the contract drawings Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT) [3.5] The principal agent shall decide which portion of the priced document may be used as a specification of materials and goods or methods, if any [3.9] F:..... V:..... T:.....	Item			
	CARRIED FORWARD				

	BROUGHT FORWARD				
4	Clause 4.0 - Design responsibility F:..... V:..... T:.....	Item			
5	Clause 5.0 - Employer's agents F:..... V:..... T:..... The principal agent shall: - Monitor and control progress and scheduling - Monitor all contract conditions, And - Coordinate the efforts of the employer's agents, the contractor and subcontractors The powers conferred on the principal agent in terms of this clause and/or the exercising of these powers shall not be constructed as removing or diminishing any of the Principal Building Agreement, whether financial, contractual or otherwise,nor shall the exercising of these powers create any privity of contract as between the Employer or his agents on the one part and the Contractor or sub-contractors or suppliers on the other part The principal Agent reserves the right to attend and participate in all contractor/subcontractor's meetings at his discretion and converse and chair any such meetings if the contractor is derelict in his duty in arranging such meetings to the degree of frequency and comprehensiveness dictated in the opinion of the project manager by the circumstances and exigencies of the construction process	Item			
6	Clause 6.0 - Contractor's site representative F:..... V:..... T:.....	Item			
7	Clause 7.0 - Compliance with laws and regulations Without limiting the generality of the provisions of clause 7.0, the contractor's attention is drawn to the provisions of the Construction Regulations, 2003 issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [7.1] F:..... V:..... T:.....	Item			
8	Clause 8.0 - Works risk F:..... V:..... T:.....	Item			
9	Clause 9.0 - Indemnities F:..... V:..... T:.....	Item			
10	Clause 10.0 - General insurances F:..... V:..... T:.....	Item			
11	Clause 11.0 - Special insurances F:..... V:..... T:.....	Item			
12	Clause 12.0 - Effecting insurances F:..... V:..... T:.....	Item			
	CARRIED FORWARD				

	BROUGHT FORWARD				
13	Clause 13.0 - Assignment F:..... V:..... T:.....	Item			
14	Clause 14.0 - Security F:..... V:..... T:.....	Item			
15	Clause 14.1 shall be deleted The security to be provided shall be a fixed construction guarantee and payment reduction per Clause 14.4				
	Execution (A15 - A23)				
16	Clause 15.0 - Preparation for and execution of the works F:..... V:..... T:.....	Item			
17	Clause 16.0 - Site and access Certain areas will be occupied during the construction period and the contractor must execute the works with as little noise and disturbance as possible to the occupants. [16.6] F:..... V:..... T:.....	Item			
18	Clause 17.0 - Contract instructions F:..... V:..... T:.....	Item			
19	Clause 18.0 -Setting out of the works The contractor shall notify the principal agent if any encroachment of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments [18.1] F:..... V:..... T:.....	Item			
20	Clause 19.0 - Temporary works and plant Clause 19.1.1 - Enclosure of the works F:..... V:..... T:.....	Item			
21	Clause 19.1.2 - Office accommodation - provide suitable office accomodation for site meetings with tables and chairs for ten people F:..... V:..... T:.....	Item			
22	Clause 20.0 - Nominated subcontractors Refer to the provisions on general attendance hereinafter F:..... V:..... T:.....	Item			
23	Clause 21.0 - Selected subcontractors General attendance of n/s subcontractors for pricing by the contractor shall be in accordance with the n/s agreement. Notwithstanding this provision, general attendance shall be deemed to include for the contractor to provide free of charge to any n/s subcontractor such scaffolding as may reasonably be required by such n/s subcontractor for the execution of the relevant subcontract work F:..... V:..... T:.....	Item			
24	Clause 22.0 - Employer's direct contractors F:..... V:..... T:.....	Item			
25	Clause 23.0 - Contractor's domestic subcontractors F:..... V:..... T:.....	Item			
	Completion (A24 - A30)				
	CARRIED FORWARD				

	BROUGHT FORWARD				
26	Clause 24.0 - Practical completion F:..... V:..... T:.....	Item			
27	Clause 25.0 - Works completion F:..... V:..... T:.....	Item			
28	Clause 26.0 - Final completion F:..... V:..... T:.....	Item			
29	Clause 27.0 - Latent defects liability period F:..... V:..... T:.....	Item			
30	Clause 28.0 - Sectional completion F:..... V:..... T:.....	Item			
31	Clause 29.0 - Revision of date for practical completion The removal and replacement of materials and/or workmanship which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value (Clause 29.3) F:..... V:..... T:.....	Item			
32	Clause 30.0 - Penalty for late or non-completion: 0.05% of the Contract Amount inclusive of Value Added Tax per Calendar day F:..... V:..... T:.....	Item			
	Payment (A31 - A35)				
33	Clause 31.0 - Interim payment Materials and goods stored off site shall not be included in the amount authorised for payment [31.6.5] F:..... V:..... T:.....	Item			
34	Clause 32.0 - Adjustment to the contract value - NOT APPLICABLE All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor [32.13]Where prices are submitted by the contractor or n/s subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the agreement and notwithstanding the fact that such prices may be used in an interim payment certificate there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writingThe contractor shall not receive any mark-up for overheads and profit on any omission of tenant installation work or tenant installation work by others. Claims for loss of profit shall not be entertained [32.2] F:..... V:..... T:.....				
35	Clause 33.0 - Recovery of expense and loss F:..... V:..... T:.....	Item			
36	Clause 34.0 - Final account and final payment F:..... V:..... T:.....	Item			
37	Clause 35.0 - Payment to other parties F:..... V:..... T:.....	Item			
	Termination (A36 - A39)				
38	Clause 36.0 - Termination by employer - contractor's default F:..... V:..... T:.....	Item			
	CARRIED FORWARD				

	BROUGHT FORWARD				
39	Clause 37.0 - Termination by employer - loss and damage F:..... V:..... T:.....	Item			
40	Clause 38.0 - Termination by contractor - employer's default F:..... V:..... T:.....	Item			
41	Clause 39.0 - Termination - cessation of the works F:..... V:..... T:.....	Item			
42	Dispute (A40)				
43	Clause 40.0 - Settlement of disputes F:..... V:..... T:.....	Item			
	Contract variables (A41 - A42)				
44	Clause 41.0 - Post tender provisions The contractor is to complete and submit with his tender the JBCC Principal Building Agreement Contract Data CE F:..... V:..... T:.....	Item			
45	Clause 42.0 - Contractual agreement The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties F:..... V:..... T:.....	Item			
	CONTRACT DATA				
	INFORMATION NECESSARY FOR COMPLETION OF CLAUSES CONTAINED IN THE SCHEDULE WHICH ARE NECESSARY FOR TENDER PURPOSES IS GIVEN HEREUNDER				
	SECTION A: PROJECT INFORMATION				
	Clause A1 - Works:Project Name: Alterations, refurbishment and office fit-out for Mpumalanga Economic Growth Agency(MEGA).Reference Number: MPULANGA ECONOMIC GRWOTH AGENCY.The Contractor shall execute the works in accordance with the issued drawings, specifications, and applicable standards. Clause A2 - Site:Erf No. N/ATownship/Suburb:Riverside Park, Mbombela Site Address: 02 Eastern boulevard street, Riverside Park, Mbombela Local Authority: City of Mbombela Local Municipality Clause A3 - Employer Name: MPUMALANGA ECONOMIC GROWTH AGENCY Legal entity of above: Goverment Country:South Africa Physical Address: 02 Eastern Boulevard Street, Riverside Park, 1201 Contact Person:Bongane Ngcane Telephone No.013 492 5818 Email:bongane.ngcane@mega.gov.za Clause A4 - Principal Agent Discipline:Name:TPT Group (Pty)Ltd, Physical Address:19 Snip street,Beryl view, Stonehenge,Nelspruit,1201 Contact Person:Thapelo Moela Mobile No. 062 100 5677 Email: thapelom@tptgroup.co.za Clause A5 - Architect Discipline:Name:TPT Group (Pty)Ltd, Physical Address:19 Snip street,Beryl view, Stonehenge,Nelspruit,1201 Contact Person:Thapelo Moela Mobile No. 062 100 5677 Email: thapelom@tptgroup.co.za Clause A6 - Employer's Agent: The authority of the principal agent to issue contract instructions(17.1) and perform duties for specific aspects of the works is delegated to agents as Clause A7 - AgentDiscipline:Structural and Civil EngineersName: N/A				
	CARRIED FORWARD				

	BROUGHT FORWARD				
	Clause A8 - Electrical Engineer Discipline:Name:TPT Group (Pty)Ltd, Physical Address:19 Snip street,Beryl view, Stonehenge,Nelspruit,1201 Contact Person:Thapelo Moela Mobile No. 062 100 5677 Email: thapelom@tptgroup.co.za Clause A9 - Mechanical Engineer Discipline:Name:TPT Group (Pty)Ltd, Physical Address:19 Snip street,Beryl view, Stonehenge,Nelspruit,1201 Contact Person:Thapelo Moela Mobile No. 062 100 5677 Email: thapelom@tptgroup.co.za Clause A10 - Quantity Surveyor Discipline:Name:TPT Group (Pty)Ltd, Physical Address:19 Snip street,Beryl view, Stonehenge,Nelspruit,1201 Contact Person:Thapelo Moela Mobile No. 062 100 5677 Email: thapelom@tptgroup.co.za SECTION B: CONTRACT INFORMATION Clause B1.0 - Definitions and interpretation The measuring system used for the preparation of the bills of quantities is the Standard System of Measuring Building Work (sixth edition, revised 1999) published by the Association of South African Quantity Surveyors Clause B2.0 - Law, Regulations and Notices The law applicable to the works: Republic of South Africa Clause B3.0 Offer and Acceptance Currency applicable to this agreement: South African Rand Clause B4.0 - Documents The original signed agreement is to be held by: Principal Agent Number of copies of construction information issued to the contractor at no cost: 3 copies All contract documentation and drawings will be provided to the contractor at no cost.,thereof in tender Documents comprising the agreement: The JBCC Principal Building Agreement, Edition 5.0 July 2007 reprint 1 . The JBCC Principal Building Agreement - Contract Data, Edition 5.0 July 2007. The JBCC General Preliminaries for use with the JBCC Principal Building Agreement, Edition November 2007 edition published by the Association of South African Quantity Surveyors . Priced Bills of Quantities Annexure A: Health and Safety Specification Contract drawings - description: As per the attached drawings Clause B5.0 - Employer's Agents Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works: Principal Agent In terms of Clause 5.2 the Principal Agent will give notice to the contractor where such authority is to be delegated to the Quantity Surveyor, Civil and Structural Engineer and Mechanical, Electrical and Fire Engineer Principal Agent's and Agents' interest or involvement in the works other than a professional interest. Not applicable Clause B6.0 - Insurances Insurances by Employer Contract Works Insurance: Amount including tax: N/A Deductible amount including tax: N/A Supplementary Insurance: Amount including tax: N/A Deductible amount including tax:N/A Public liability Insurance: Amount including tax: N/A Deductible amount including tax: N/A Removal of Lateral Support Insurance: N/A Deductible amount including tax: N/A Other Insurances: Amount including tax: N/A Deductible amount including tax: N/A AND/OR Insurances by Contractor Contract Works Insurance: Amount including tax: Contract sum plus 20% Deductible amount including tax:Amount including 5% of claim value, subject to R50 000.00 per occurance Supplementary Insurance: Amount including tax: Contract sum plus 10% Deductible amount including tax: Amount including 5% of claim value, subject to R50 000.00 per occurance Public liability Insurance :R5 000 000.00 Removal of Lateral Support Insurance: Amount including tax: N/A Deductible amount including tax: N/A Other Insurances: Amount including tax: N/A Deductible amount including tax: N/A Clause B7.0 - Obligations of the employer Existing premises will be in use and occupied: NO Restriction of working hours: YES In terms of National Building Regulations Natural features and known services to be preserved by the contractor: NO				
	CARRIED FORWARD				

	BROUGHT FORWARD				
	Restrictions to the site or areas that the contractor may not occupy:Existing offices no part of the works The Contractor and all workers are to remain within the boundary of the works. The Contractor is to limit the damage to surrounding area of the works and its surrondings. Supply of free issue: NO Clause B9.0 - Nominated Subcontractors Specialisation 1: Nil Clause B10.0 - Direct Contractors:N/A Clause B11.0 - Description of Sections Clause B12 - Possession of Site, Practical Completion and Penalties Practical completion of the works as a whole:Intended date of possession of the site:TBA Period of inspection by the Principal Agent: as and when required Date for practical completion:Shall not exceed 5 months from the commencement date penalty amount per calendar day: 0.05% of contract value per calendar day Criteria to achieve practical completion not covered in the definition of practical completion:As the contract being used does not have allowance for works completion it must be noted that Practical Completion shall also mean works completion. The contractor should target to finish his work two weeks prior to Practical Completion and then allow two weeks to complete all the defects. If sections of work are completed earlier they may be inspected by Principal Agent to facilitate a quicker completion prior. The Principal Agent and consultants will assist with provisional inspections two weeks prior to Practical Completion to give the Contractor guidance with regard to quality to achieve Practical Completion. Practical Completion will be achieved when all of the defects items have been attended to.Works needs to be complete with no patent defects or workma on site repairing defects All site works must be complete ready for occupation with no interference of the operation Works must be completed with all defects attended to so as to ensure full access and use of the building without builders work being undertaken in the building.Defects are to be completed prior to Practical Completion .Defects are to be completed prior to Practical Completion The building envelope is to be fully enclosed and sealed with no ingress of the elements The electrician shall issue the electrical COC prior to Practical Completion All guarantees and performance certificates are to be issued All warranties and guarantees provided by suppliers must be ceded to the building owner on Practical Completion Clause B12.0 – Payments Date of month for issue of regular payment certificate:Last day of each month Cost fluctuations: No -Fixed rate contract Clause B13.0 - Dispute resolutionAdjudication Name of nominating body: Association of Arbitrators Applicable rules for adjudication: To be agreedArbitrationName of nominating body: Association of Arbitrators Applicable rules for arbitration: To be agreed Clause B14.0 - JBCC General Preliminaries: Selections Provisional Bills of Quantities: Yes Availability of construction information: YES Previous work – dimensional accuracy – details of previous contract(s): Yes, as built drawing is available Previous work – defects – details of previous contract(s):N/A Inspection of adjoining properties – details:N/A Handover of site in stages – specific requirements:N/A Enclosure of the works – specific requirements:The area of the works shall be closed off from public access by means of temporary fencing, barriers or hoardingsSuitable warning signs shall be erected to warn the public not to enter the site. Geotechnical and other investigations – specific requirements:N/A Existing premises occupied – details:YES Services – known – specific requirements:N/A Water: By Contractor: NO				
	CARRIED FORWARD				

	BROUGHT FORWARD				
	By Employer: NO By Employer – metered YES free of charge: NO Electricity: By Contractor: NO By Employer: NO By Employer – metered free of charge: YES Ablutions and welfare facilities: By Contractor: NO By Employer: NO By Employer-metered Yes Communication facilities – specific reqquirements: Telephone: YES E-mail: YES Protection of the works – specific requirements:NIL Protection/Isolation of existing works and works occupied in sections – specific requirements:NIL Disturbances – specific requirements:NIL Environmental disturbances – specific requirements Contractor shall control dust,noise, vibration, waste disposal and pollution during execution of the works SECTION C : SPECIFIC PRELIMINARIES Model Preambles The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained				
46	F:.....V:..... T:.....	Item			
	Contractor Staff Facilities The Contractor shall maintain any facilities provided in a sound and good condition for the duration of the contract and shall remove such facilities on completion of the contract and hand the site back to the Employer in a similar condition to that at the commencement of the contract.				
47	F:.....V:..... T:.....	Item			
	Enclosure of the Works The area of the works shall be closed off from public access by means of temporary fencing, barriers or hoardings clearly demarcated with suitable warning signs to warn the public not to enter the site.				
48	F:.....V:..... T:.....	Item			
	Main Notice Board A main notice board shall be provided and shall be in compliance with the Standard Institute of Architects details				
49	F:.....V:..... T:.....	Item			
	Subcontractors Notice Board Subcontractors notice boards are NOT required				
	CARRIED FORWARD				

	BROUGHT FORWARD				
50	F:.....V:..... T:..... Overtime Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the Contractor unless the Principal Agent had specifically authorised in writing, prior to the execution thereof, that costs of such overtime are to be borne by the Employer. Working hours are to be approved by the Employer.	Item			
51	F:.....V:..... T:..... Contract Instructions Contract Instructions issued on site are to be recorded in triplicate in a contract instruction book which is to be maintained on site by the Contractor	Item			
52	F:.....V:..... T:..... Site Diary The Contractor will be required to keep a site diary updated on a daily basis recording the following information: Labour record Plant record Activity on site per Section Weather conditions Disruptions Delays Visitors register Inspection records Compaction tests Meeting records Occupational health and safety incidents on site Note: This must be made available to the Principal Agent at all times and must be presented to the Principal Agent at each fortnightly site meeting for scrutiny and approval.	Item			
53	F:.....V:..... T:..... Monthly Report The Contractor will be required to provide and present a monthly report containing the following information: Programme vs progress relative to the base programme Delays, causes, remedies Information required schedule indicating reasonable dates and special long lead time lines All engineering test results Plant record Labour record/Subcontractors record including staff and plant resources Occupational health and safety monthly report Photographic record of the progress of works.	Item			
54	F:.....V:..... T:..... Maintenance Instruction Manuals The Contractor shall obtain and hand over to the Principal Agent on practical completion any operating and maintenance instruction manuals, data, as built drawings or instructions required by the Principal Agent or provided by manufacturer's, suppliers or subcontractors	Item			
55	F:.....V:..... T:..... Non Cession of Monies The contractor shall not cede nor assign his rights or claims to any monies due or to become due under this contract	Item			
56	F:.....V:.....	Item			
	CARRIED FORWARD				

	BROUGHT FORWARD				
	T:..... Warranties for material and workmanship Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the firm supplying the materials and/or doing the work and shall deliver same to the principal agent on the final completion of the contract. The warranty shall state that workmanship, materials and installation are warranted for a specified period from the date of Practical Completion and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice to do so. The warranty will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the contractor				
57	F:.....V:..... T:.....	Item			
	Testing of windows for watertightness Each window shall be tested for watertightness with water sprayed on using adequate pressure. If in the opinion of the principal agent, the pressure proves to be inadequate, then the pressure shall be boosted by means of compressed air or other approved means				
58	F:.....V:..... T:.....	Item			
	The contractor shall take delivery of, handle, store,use, apply and/or fix all proprietary branded products in strict accordance with the manufacturer's instructions after consultation with the manufacturer's authorized representative Samples of works for approval The contractor is to allow for samples to be made for approval for the following items: Plaster and painted wall finish, Matt tile, Vinyl tile finish, skirting				
59	F:.....V:..... T:.....	Item			
	Occupancy Certificate The Contractor is to assist with obtaining the Occupancy CertificateThe building has been approved by the local authority in terms of SANS 10400 The building must therefore be constructed in terms of SANS 10400 Inspection by local authority must take place as required at each stage of the works for the purpose of obtaining the Occupancy Certificate. The approval of the drainage installation is critical to Occupancy CertificateAll elements of work that are constructed in terms of SANS 10400 are to be signed off by the local authority Rational designed elements are to be signed off by the relevant professionalsForm 4 to be signed by Structural and Fire EngineerForm 2 responsibilities to be signed by the relevant professionals by means of a letter stating that the works has been undertaken in terms of regulations Electrical Certificate of Compliance to be issued Plumbing Certificate of Compliance in terms of the P.I.R.E All relevant Form 3 items of work to be approved and signed off by relevant professionals prior to commencement of works on site.Specific items applicable are: a. Aluminium doors and shopfronts Any other subcontract works where the subcontractor takes responsibility for compliance in terms of SANS 10400				
60	F:.....V:..... T:.....	Item			
	CARRIED FORWARD				

	BROUGHT FORWARD				
	Occupational Health and Safety Act, 1993 Any principal Contractor entering into a contract with the Employer must achieve an acceptable level of Occupational Helath and Safety performance. Refer to "Project Specification " and " Safety , Health and Environmental Evaluation Questionaire: The contractor to comply with all provisions of the above and to be enforced on all selected and or other sub-contractors as no claims afterwarsd will be entertained Without limiting the generality of the provisions of clause 2.0 Law, Regulations and Notices, the contractor's attention is drawn to the provisions of the Construction Regulations, 2014 issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. Any principal contractor entering into a contract with the Employer must achieve an acceptable level of Occupational Health and Safety performance. Refer to "Project specification" and "Safety, Health and Envriomental Evaluation Questanaire"The contractor to comply with all provisions of the above and to be enforced on all selected and or other sub-contractors as no claim afterwards will be entertained				
61	F:.....V:..... T:.....				
	Health and Safety Education Allow for HIV/AIDS awareness and Implementation programmes, including STI and TB. (05Months)				
62	F:.....V:..... T:.....	Item			
	Safety Representative Training working at heights training fire fighting training. (05 Months)				
63	F:.....V:..... T:.....	Item			
	Environmental Provide for adequate handling and storage of materials so as to minimize contamination of ground, air or water.				
64	F:.....V:..... T:.....	Item			
	Provide for the adequate and safe collection and disposal of waste material from site by an approved method.				
65	F:..... .....V:..... T:.....	Item			
	Provide facilities and eating area for workers.				
66	F:..... .....V:..... T:.....	Item			
	SECTION D: TENDERER'S SELECTIONS				
	CARRIED FORWARD				

	BROUGHT FORWARD				
	Clause D1.0 Security adjustment is option B,Fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in paymeny certificate Clause D2.0 - Contractor's annual holiday periods during the construction period Year 1 Contractor's annual holiday period: TBA Clause D3.0 - Payment of preliminaries Option A or B but where the contractor does not select an option, Option A shall apply Clause D4.0 - Adjustment of preliminaries Use Option A or B but where the contractor does not select an option, Option A shall apply **SUMMARY OF CATEGORIES** Category : Fixed R…… Catergory: Value R…… Catergory: Time R….....	Item Item Item			
	TOTAL CARRRIED FORWARD TO SUMMARY PAGE				

	DEMOLITIONS AND ALTERATIONS(PROVISIONAL) **BILL NO.2** Sumplementary Preambles All tenderers will be deemed to have visited the site prior to submitting their tender to determine the nature and extent of the alteration and demolition work and the value of the materials to be recovered.No claim for a varation in the credit allowance for recoverable materials in respect of demolition items will be considered. General The contractor shall carry out the whole of the Works with as little mess and noise as possible and a minimum of disturbance to adjoining premises and their tenants/occupants. He/she shall provide proper protection and provide, erect and maintain in position proper temporary tarpaulins that may be necessary to protect existing fixtures,fittings and furniture during the progress of the works and remove on completion or when directed, all to the satisfactory of the Project Manager/Principal Agent All sizes and dimensions stated herein are approximatel and deemed only suffiecient to identify the item of work concerned. In taking down and removing existing work the utmost care must be taken to avoid any structural or other damage to the remaining portions of the building and the contractor shall provide all shoring, neddling,strutting,etc to ensure the stability of all structures during the alteration/demolition work.the contractor will be held soley responsible for the whole period of the contract and must make good any damage at his own expense Existing services must be maintained at all times to the existing buildings.if it is found necessary to disconnect any services must be provided to the existing buildings Special care shall be exercised during the progress of the work to ensure that any electrical installation, water supplies, telephone and other services which may be encountered are not interfered with and notice must be given to the principal agent if any disconnection or alterations become necessary The contractor shall cover up and protect from injury all work not removed and shall make good at his own expense any damage that may occur Any water supply or other piping, etc that may be encountered and found necessary to disconnect or cut are to be effectually stopped off and any new connections that may be necessary shall be made with proper fittings to the satisfaction of the principal agent. Where sanitary fiitings, geysers,etc are to be removed the contractor shall allow for removing all exposed waste or water supplies pipes to the nearest suitable junction or connection and stopping off as well as for making good plaster,screeds,etc Taking down existing walls is to include for skirtings, cornices,conduits,pipes,bricks or concrete fins, lintels, etc built into the structure and for making good walls , note that items for the removal of joinery, etc such as shelves, pelmets, curtain rails, pinning boards, signage etc has been measures separetely Removal of doors, windows, fittings, etc is to include for their removal complete with frames, ironmongery, glass, accessories to walls, reveals, around openings, for cutting out cills, etc. for hacking up flooring at openings and for making good				
	CARRIED FORWARD				

	BROUGHT FORWARD				
	Removal of sanitary fittings is to include for the removal and blocing off services pipes, taps, traps, fixing brackets, cistern, etc, complete				
	Building up existing opnenings where given in number shall be deemed to include preparing existing surfaces, all round, brickwork properly toothed and bonded to existing and shot pinned to concrete, wedging up and unless otherwise stated making good finishes on both sides to match existing				
	Allow for watering the works sufficiently to prevent nuisance from dust				
	OLD MATERIALS TO BE CARTED AWAY: old matrerials from the alternations, except where described to be re-used or handed over, as well as all rubbish, rubble, debris, etc., must be regularly carted from around the site				
	OLD MATERIALS TO BE RE-USED: None of the old materials are to be used for new work except where specificalkly described as being set aside for re-use				
	OLD MATERIALS TO BECOME THE PROPERTY OF THE CONTRACTOR: Old materials from alterations, except where descripbed to be re-used or handed over, become the property of the Contractor who must allow credit for same in the Final Summary				
	HANDING OVER OF MATERIALS: Where certain materials or articles from demolitions or articles are described as to be handed over by the Contractor to the Representative/Agent, such materials or articles shall be properly stored by the Contractor must obtain an official receipt listing the materials or articles and dates of handing over.if the Contractor fails to submit the receipt when requested, it shall be deemed that the materials or articles are still in his possession and he will be held liable to MEGA for the full replacement value thereof, which amount will be deducted from any monies due to the contractor.				
	DEMOLITIONS				
	ALTERATIONS,ETC				
	Allow for making good in all trades to existing work damaged or disturbed through alterations with all necessary new materials to match and generally described for new work and leave perfect in every respect	Item	1		
	REMOVAL OF EXISTING WORK				
	Breaking down and removing brickwork etc				
1	One brickwall U-shaped kitchen island	m2	1.55		
	Carefully take out and remove existing partioning , etc to be demolished				
2	Existing drywall partioning 2600mm high complete with metal stud framing, plasterboard linings, insulation(if any), skirting, door frames, doors, ironmongery and all associated fittings	m	22		
	Taking out and removing doors, windows, etc from brickwork to be demolished				
	CARRIED FORWARD				

	BROUGHT FORWARD				
3	Timber single door and frame not exceeding 2.5m2	no	1		
	Taking down and removing roofs,floors,panelling,ceilings,partitions,etc				
4	Carefully hack out and remove kitchen flush plasterboard gymsum ceilings including cornices,suspension grid,hangers,etc.	m2	48		
	Taking out and removing joinery fittings etc				
5	Timber kitchen sink cupboards 3730 x 600 x 900mm high including disconnecting waste pipe (new trap and connecting to new waste pipe elsewhere)	no	1		
6	Timber counter 3730 x 600 x 900mm high	no	1		
7	Ditto but to size 3100 x 1200 x 900mm high	no	1		
	Carefully take out and remove from site the following marking good to works disturbed				
8	Existing perspex plate with engraved or painted letters/numerals/symbols not exceeding 0.1m2	no			
	Taking up and remove, capert tiles,etc				
9	Carpet tile including preparing screed for new floor covering	m2	593.49		
	Hacking up/off and removing ceramic tile floor and wall finishers including removing mortar bed or backing and preparing concrete or brick surface for new screed, plaster or tile finishers				
10	Tiles to floors	m2	46		
11	Tiles to walls	m2	2		
12	Tile skirting 100mm high	m	72		
13	Ditto but to timber skirting 100mm high	m	90		
	Removal of ceilings, etc				
13	Carefully remove existing suspended acoustic ceiling including grid system size 600 x 600mm and showline trim complete including removal and setting aside/disposal as directed, leaving the existing suspnsion system inatct where suitable for reuse, complete	m2	56		
14	Carefully remove existing suspended plasterboard ceiling 2600mm high and showdowline trim complete, including removal and setting aside lights and diffusers(elsewhere measured) /disposal as directed , leaving existing suspension system intact where suitable for reuse, complete	m2	46		
15	Ditto but to suspended plasterboard ceiling 2400mm high	m2	37		
	Shut off water supply to affected pipes, cut out and remove sections of existing pipes in lengths exceeding 0.5m but not exceeding 1m				
16	15mm copper pipe(Provisional)	m	5		
	CARRIED FORWARD				

	BROUGHT FORWARD				
	Shut off water supply to affected pipes, cut out fittings to existing pipes and cartaway				
	TAPS,VALVES,ETC				
	Shut off water supply and carefully remove the following existing taps,valves, etc,not exceeding 50mm diameter				
	"Cobra Watertech" or Similar				
17	Chrome plated sink mixer	no	1		
	TRAPS,ETC				
	Carefully remove the following traps,make water tight and make good all works disturbed				
	"Vulcathene "or similar approved				
18	40mm anti-vac bottle trap	no	1		
	TAPS,VALVES,ETC				
	Shut off water supply and carefully remove the following existing taps,valves, etc,not exceeding 50mm diameter				
	BUILDING UP OPENINGS				
19	Buidling up opening at the kitchen size 1778 x 1187mm high including cutting toothings and bonding new brickwork to existing	no	1		
	TOTAL CARRIED FORWARD TO SUMMARY PAGE				

	BILL No.3 - MASONRY				
	TRADE PREAMBLES				
	For Trade Preambles refer to "Model Preamble for Trades" (2017 edition) for the full descriptions of material and work to be done in this Bill.				
	SUPPLEMENTARY PREAMBLES Sizes In Descriptions Where sizes in descriptions are given in brick units, "one brick" shall be the length and "half brick" the width of a brick Cement Mortar Unless otherwise described, all brickwork shall be built in 1:6 cement mortar Face Bricks Bricks shall be ordered timeously to obtain uniformity in size and colour Pointing Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc Rates for brickwork, faced brickwork, etc shall include for all required samples				
	Brickwork Of NFX Bricks (14Mpa Nominal Compressive Strength) In Class I Cement Mortar				
1	Half brick wall.	m2	113		
	Reinforcement of brickwork				
	Steel fabric and welded reinforcement				
2	75mm Wide reinforcement built in horizontally every 4 courses	m	990		
	Fabricated Lintels				
	Prestressed fabricated concrete lintels including necessary temporary supports				
3	110 x 75mm Lintels in lengths not exceeding 3m	m	1.8		
	Turning pieces				
4	200mm wide turning piece to lintel,etc	m	4.2		
	MOVEMENT JOINTS, ETC				
	Bitumen Impregnated Soft board Expansion Joints				
5	10mm bitumen impregnated soft board built in vertically between/through brick skins	m2	26		
	Sundries				
	CARRIED FORWARD				

	BROUGHT FORWARD				
6	Forming toothings and bonding new brickwork to existing	m2	5		
7	Wedging up new walling to the underside of existing structures	m2	3		
8	Cutting trhough floors, or ceiling for the passage of new walls etc and make good and reinstate ceiling grid and acoustic ceiling panels complete	m	27.92		
9	Making good to ends of half brick walls	m	10.4		
	TOTAL CARRIED FORWARD TO SUMMARY PAGE				

	BILL NO.4: CARPENTRY AND JOINERY					
	ROOM DIVIDERS					
	Thulawall or similar approved Embrace BM1 floor-to-ceiling room dividers size 2400 x 720 x 28mm thick in natuarl Oak veneer with brushed stainless-steel components with concealed black steel core,floor-mounted complete in accordance with the manufacturer's specification					
1	7065 x 2400mm high at the reception area	m2	17			
2	2860mm x 2400mm high at the waiting area	m2	7			
	OFFICE FURNITURE					
3	Budgetary allowance R 150 000.00 (One Hundred and Fifty Thousand) for the provision of Movable Office Furniture as directed by the Principal Agent and to be measured and valued in accordance with Clause 26.0 of the Principal Building Agreement	Item	1	R	150,000.00	
	TOTAL CARRIED FORWARD TO SUMMARY PAGE					

	BILL NO.5:CEILING				
	SUPPLEMENTARY PREAMBLES Descriptions:				
	SUSPENDED CEILINGS				
	Note:				
	No services or ceiling elements shall be installed without adequate coordination to avoid clashes and unnecessary alterations				
	Electrical light fittings, diffusers,panels, etc generally are "lay in" units of the same dimensions as the suspension grid described and allowance must be made accordingly for their support inclusiveof any flexibility in setting out that may				
	Gyproc Flush Plastered' or similar approved of 9.5mm tapered-edge plasterboard fixed to galvanised metal framing with all necessary support framing, hangers, brackets, noggings and fixings, joints taped and stoppedwith jointing compound and the whole finished with a minimum 3mm and maximum 6mm thick coat of gympsum skim plaster trowelled to a smooth polished surface, including all necessary trims,angles, corner beads, cutting, forming and making good at junctions with existing acoustic suspended ceiling and walls, complete				
1	Gyproc flush plasterboard or similar approved ceilings suspended not exceeding 1.00m below concrete slab	m2	136		
2	Plasterboard suspended bulkhead with 300mm wide horizontal soffit and two 300mm high vertical sides suspended not exceeding 1m below acoustic ceiling tiles	m	76		
3	Ditto but to size 400mm wide horizontal soffit and two 300mm high vertical sides	m	8		
	G-Zorb or similar approved 24mm thick PET acoustic felt panels, Colour (dark charcoal), with a minimum NRC of 0.7, fixed to bulkhead surfaces, including all necessary cutting, trimming, forming, edge treatment, joints, fixings and accessories, complete.orb or similar approved 24mm thick PET acoustic felt panels, 1200 × 600mm, Colour to be dark charcoal, with a minimum NRC of 0.7, fixed to bulkhead surfaces with manufacturer's recommended backing and fixing system, including all necessary support, fixings, CNC cutting, trimming, forming, custom edge treatment, joints and making good at junctions with adjoining ceilings, walls and finishes, complete to manufacturer's specifications				
4	Horizontal bulkhead G-Zorb PET acoustic felt panels to ceilings sizes 1200 x 600mm	m2	11.4		
5	Ditto but to centre piece bulkhead size 2400mm x 1200mm wide acoustic panels to ceilings 2600mm high from floor finishes	m2	26.9		
6	Ditto but to 50mm thick G-Zorb acoustic clouds (or similar approved), 1200mm diameter,fabric-wrapped to face, sides and back, with a minimum Noise Reduction Coefficient (NRC) of 0.9,2300mm high from finished floor suspended from the structure by adjustable stranded steel cables, including suspension system, supports, fixings and all necessary accessories, Colour as selected from manufacturer's range, complete	m2	9.1		
7	Ditto but to linear G-Zorb hanging acoustic baffles (or similar approved),sizes 300mm high lightweight decorative sound-absorbing panels, with flame-retardant fire classification B-s1,d0, suspended from plasterboard ceiling, including suspension system, supports, fixings, setting out and all necessary accessories, colour as selected, complete	m	97		
	CARRIED FORWARD				

	BROUGHT FORWARD				
	Suspended Acoustic ceiling				
8	Supply and install new 12mm horizontal suspended ceiling, 2600mm high from the finished floor, including grid system size 600 x 600mm OWA constellation MF3 lay in acoustic ceiling tiles(Revealed edge) and showline trim complete	m2	61		
9	Vertical acoustic fascia/upstand not exceeding 300mm high adjoining horizontal acoustic ceilings panels,2600mm high from the finished floor including support framing and edge trims	m	65		
	Timber Slats panels				
10	Supply and install horizontal "ThulaWall Akupanel Classic Oak Black felt" timber slat ceiling panel or other approved equivalent,cut to fit , fixed horizontally between plasterboard bulkhead ceiling to proprietary support rails,2600mm high from the finished floor level including cutting, concealed fixings, support framing, trims complete to architect and manufacturer's specification detail	m2	12		
11	Supply and install "ThulaWall Akupanel Classic Oak Rustic Grey" timber slat ceiling panel or other approved equivalent,cut to fit ,fixed horizontally between plasterboard bulkhead ceiling to proprietary support rails,2600mm high from the finished floor level, including cutting, concealed fixings, support framing, trims complete to architect's and manufacturer's specification/detail	m2	128.5		
12	Extra over for circular opening not exceeding 10mm diameter pendant lights cord	no	10		
13	Extra over for circular opening not exceeding 50mm diameter downlighter	no	55		
14	Extra over for circular opening not exceeding 75mm diameter downlighter	no	25		
15	Extra over for 400mm diameter diffuser opening	no	45		
16	Extra over for 1200mm x 50mm wide for recessed lights	no	6		
17	Budgetary allowance for opening and/or closing existing ceilings for AC ducting including making good ceiling grid and tiles/boards where AC units, diffusers,grillers,etc were removed/relocated/installed-Subject to detailed breakdown	Item	1		
	Total Carried Forward to Summary Page				

	BILL NO.6: DRYWALL PARTITIONING				
	"Genesis or similar approved rhinoboard Soundproof -Drywall" partioning shall comprise steel studding of top and bottom tracks with vertical studsat maximum centers, friction fitted or pop riveted to the top and bottom tracks with similar additional vertical studs as necessary at abutments, ends,corners and intersections, with four (4) layers of 60D acoustic insulation within the cavity, 100mm total cavity thickness; two (2) layers of 12mm thick acoustic board to both sides and two(2) layers 3mm thick Flexible Noise Barrier(FNB), STC 26.5KG/M2 including Green Glue acoustic sealant to joints and perimeters, all fixed, jointed and finished in accordance with the manaufacturer's instructions. Intersections and abutments are measured separately and descriptions shall be deemed to include any additional studs,corner beads, jointing compound, tape, etc.				
	Note: wall paper and / or paint finishes are measured elsewhere				
1	Partitioning 2600mm high with bottom and top tracks plugged	m2	54		
2	Extra over partition 2600mm high for aluminium fair end	No	5		
3	Extra over partition 2600mm high for aluminium formed end	No	2		
4	Extra over partition 2600mm high for aluminium vertical abutment	No	15		
	Sundries				
	Strengthening support to new drywall 2600mm high				
5	Supply and install 18mm shutterply or similar approved cut to size and securely screwed horizontally between the vertical meta studes before the plasterboard is fitted	m	5		
	Drywall infill				
6	Drywall infill betwwen shopfront mullion and partioning wall not exceeding 2600mm high	No	3		
	TOTAL CARRIED FORWARD TO SUMMARY PAGE				

	BILL NO.7:WINDOW AND BLINDS				
	Supply and install complete alu-P01-Venetian-Perforated White with colour co-ordinated ladder lace,cord,head and bottom rails,tilters,cord locks and installation brackets including making good to walls				
1	25mm blade width aluminium venetian blinds	m2	37		
	TOTAL CARRIED FORWARD TO SUMMARY PAGE				

	BILL NO.8: SHOPFRONTS AND DOORS				
	Matt Black powder coated Alumimium Windows and Doors complete with Ironmongery, Glass,Etc and fixing in position				
	Note: 1. see attached drawings for general aluminium window/shopfront and door specificiations including glass and glazing. 2. All items must come with protective tape and plastic to be removed only once surronding trades are complete 3.All widnows/shopfront and doors to be sealed all around with silicone sealant 4.Window/Shopfront or door reference number is indicated in the brackets at the end of each relevant description. 5. Standard ironmongery. All shopfronts and doors to be installed complete in accordance with the manufacturer's recommendations and the approved drawings and schedules				
	Purpose-made aluminium shopfront comprising Clip 44 Shop Front System and palace sliding door system ,Matt Black powder-coated aluminium framing or similar approved, glazed with 6.38mm Solar Vue (tm)HL normal strength clear laminated safety glass with vinyl frosting as indicated on the schedule, desinged for a wind load 600 Pa, complete with standard iromongery, glazing beads, seals, fixing and fixed to brickwork /concrete partition drywall:				
1	Shopfront size 1595mm x 2600mm high overall comprising of 2 fixed panel with glazing bar and one butt joint on one side as per architect's SF01	No	1		
2	Shopfront size 4660mm x 2600mm high overall comprising 6 fixed panel with glazing bar and mullions between panels and one butt joint on one side as per architect's SF02	No	1		
3	Shopfront size 1800mm x 2600mm high overall comprising of 2 fixed panel with glazing bar and one butt joint on one side as per architect's SF03	No	1		
4	Shopfront size 5070mm x 2600mm high overall with palace sliding door (OXXO) each sliding door size 900 x 2450mm high per door with glazing bar as per achitect's SF04 and ironmongery	No	1		
5	Shopfront size 1680mm x 2600mm high overall comprising of 2 fixed panel with glazing bar and one butt joint on one side as per architect's SF05	No	1		
6	Shopfront size 4360mm x 2600mm high overall with palace sliding door (OXXO) each sliding door size 900 x 2450mm high with glazing bar as per achitect's -SF06 ironmongery	No	1		
7	Shopfront size 2785mm x 2600mm high overall comprising 4 fixed panel with glazing bar and mullions between panels as per architect's SF07	No	1		
8	Shopfront size 3535mm x 2600mm high overall with palace sliding door (OXXO) each sliding door size 900 x 2450mm high with glazing bar as per achitect's SF08 and ironmongery	No	1		
9	Shopfront size 3335mm x 2600mm high overall comprising 4 fixed panel and 1 x sliding door in the middle with glazing bar as per achitect's SF09 and ironmongery	No	1		
10	Shopfront size 3850mm x 2600mm high overall 4 fixed panel and 1 x sliding door in the middle with glazing bar as per achitect's-SF10 and ironmongery	No	1		
	CARRIED FORWARD				

	BROUGHT FORWARD				
11	Shopfront size 3560mm x 2600mm high overall 4 fixed panel and 1 x sliding door in the middle with glazing bar as per achitect's-SF11 and ironmongery	No	1		
12	Shopfront size 4640mm x 2600mm high overall 4 fixed panel and 1 x sliding door in the middle with glazing bar as per achitect's-SF12 and ironmongery	No	1		
13	Shopfront size 3290mm x 2600mm high overall with one sliding door each 900 x 2450mm high as per achitect's-SF13 & 14 and ironmongery	No	2		
14	Shopfront size 2730mm x 2600mm high overall with one sliding door each 900 x 2450mm high as per achitect's-SF15 and ironmongery	No	1		
15	Shopfront size 1560mm x 2600mm high overall with one sliding door each 780 x 2450mm high as per achitect's-SF16 and ironmongery	No	1		
16	Extra over shopfront for alumium shopfront-to shopfront junction, including connecting framing and fixings complete	No	1		
	ALUMINIUM DOORS				
	All aluminium units to comply with AAAMSA standards concerning sections and sizes and to be Matt black powder coated "clip 44" or similar Architect approved, complete with subframes, ironmongery, glass, sealing, etc and fixing to brickwork				
17	900 x 2100mm high single hinged with mid rail opening inward type D01&D03 door,aluminium powder coated frame with glazzed infill	No	2		
	Ditto but fixed to dry wall partioning				
18	900 x 2600mm high single highed with glazing bar opening inward type D02 door,aluminium powder coated frame with glazzed infill	No	1		
	GLASS FROSTING				
19	Supply and fit STANDARD vinyl film/ sandblasting to existing doors	M2	25		
	TOTAL CARRIED FORWARD TO SUMMARY PAGE				

	BILL NO.9:INTERNAL WALL FINISHES				
	PLASTERING				
	SUPPLEMENTARY PREAMBLES				
	Proprietay products in descriptions:				
	Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent				
	INTERNAL PLASTER				
	1:5 Cement plaster finished smooth with a steel trowel on brickwork:				
1	On internal walls	m2	226		
2	Walls and reveals in narrow not exceeding 330mm wide	m2	1		
	TILING				
	Supply only ceramic wall tiles PC 350.00 (Three Hundred and Fifty Rand) per square metre net including all necessary waste (Rate to include for waste) area measured is net area of tiling)				
3	Walls as splashbacks	m2	6		
	Take delivery, store until required and fix 300 x 600mm ceramic tiles(Supply of tiles elsewhere measured) to plastered surface with TAL Gold Star rapid setting adhesive (mix 20kg adhesive bag with 6 litres of TAL bonding liquid) and flush point in TAL wall & water grout				
4	Walls as splashbacks	m2	6		
	WALL PAPER FINISHES				
	Supply , cut to fit and install wall paper complete				
5	PVC marble wall colour to walls	m2	25		
6	Design syndicate wall paper lookwood to walls	m2	121		
	TIMBER CLADDING				
7	Supply and Install "Thulawall Akupanel Classic Oak Black felt" timber slatted wall panels or similar approved, including bacing/support framework. All necessary fixings,cutting, trims and finishing, complete to architect's or manaufacturer's specification/detail	m2	20		
	TOTAL CARRIED FORWARD TO SUMMARY PAGE				

	BILL NO. 10:FLOOR FINISHES				
	FLOOR COVERINGS, WALL LININGS,ETC				
	General				
	Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quallity required. items, materials or methods of similar quality may be used with prior approval from the Representative/ Agent				
	Unless otherwise described the Preambles and Supplementary preambles and descriptions of items in the following sections and bill are to apply equally to this section				
	Note: All materials shall be in colours to be selected by the Representative/Agent and , Where applicable, laid to approved patterns				
	PREPARATORY WORK				
1	Prepare existing uneven floor where carpet tiles are removed with single coat pavelite	m2	197		
2	Prepare existing uneven floor with self levelling screed-fast drying	m2	197		
	SCREEDS(Provisional)				
	1:3 Cemented plaster screeds steel trowelled on concrete:				
3	25mm thick on floors where tiles were removed	m2	34		
	TILING				
4	Supply only Matt floor tiles or similar approved PC R 350.00 Three Hundred and Fifty Rand) per square metre net including all necessary waste (rate to include for waste) (area measured is nett area of tiling):				
	Manhattan Ice size 600 x 1200mm to Waiting Lounge	m2	20		
5	Montreal Rich size 600 x 1200mm to 20 seater Boardroom	m2	57		
6	Pacific Green size 600 x1200mm to Meeting Rooms and Office No.4	m2	57		
7	Pacific Blue size 600 x1200mm to Cellular Office No.3	m2	20		
8	Rock Art Beige size 600 x 1200mm to Cellular Office No.5	m2	20		
9	Prada Sky Satin size 600 x 1200mm to Cellular Office No.2	m2	20		
10	Withered Steel size 600 x 1200mm to Cellular Office No.1 and Centre Manager's Office	m2	50		
11	Habitat Gris size 600 x 1200mm to Open Plan Offices	m2	52		
	CARRIED FORWARD				

	BROUGHT FORWARD				
12	Rock Art Beige size 600 x 1200mm to the Auditorium	m2	106		
13	Miro Terra new size 600 x 1200mm to Main passage, reception area, kitchen and Cloackroom	m2	187		
14	Terrazo Light anti-slip 60 x 60mm to kitchen	m2	28		
15	Skirting 100mm high	m	94		
	Take delivery, store until required and fix 600 x 1200mm Matt tiles or similar approved (Supply of tiles elsewhere measured) to screeded surface unless otherwise described with with TAL Gold Star adhensive and flush in tinted TAL wall & floor tile grout mixed with TAL Bond				
16	Manhattan Ice size 600 x 1200mm to Waiting Lounge	m2	20		
17	Montreal Rich size 600 x 1200mm to 20 seater Boardroom	m2	57		
18	Pacific Green size 600 x1200mm to Meeting Rooms and Office No.4	m2	57		
19	Pacific Blue size 600 x1200mm to Cellular Office No.3	m2	20		
20	Rock Art Beige size 600 x 1200mm to Cellular Office No.5	m2	20		
21	Prada Sky Satin size 600 x 1200mm to Cellular Office No.2	m2	20		
22	Withered Steel size 600 x 1200mm to Cellular Office No.1 and Centre Manager's Office	m2	50		
23	Habitat Gris size 600 x 1200mm to Open Plan Offices	m2	52		
24	Rock Art Beige size 600 x 1200mm to the Auditorium	m2	106		
25	Miro Terra new size 600 x 1200mm to Main passage, reception area, kitchen and Cloackroom	m2	187		
26	Terrazo Light anti-slip 60 x 60mm to kitchen	m2	28		
27	Skirting 100mm high	m	174		
28	Ditto but size 300 x 20mm moulded hardwood skirting, fitted with a 19 x 19mm quadrant beading.	m	110		
	POLISH, SEALERS, ETC				
	Two coats wax polish to SANS 1042				
29	On vinyl floors	m2	94		
	SUNDRIES				
30	"M-trim or similar approved PRE070 pvc round edge trim(provisional)	m	174		
	TOTAL CARRIED FORWARD TO SUMMARY PAGE				

	BILL NO.11:PLUMBING AND DRAINAGE(PROVISIONAL)				
	Water Supply				
1	Plug off water points permately at kitchen	Item	1		
2	Plug of the waste point permanetly at kitchen	Item	1		
3	Supply and install 15mm copper pipe class 1	m	10		
	Pipe Fittings				
4	Extra 15mm conex compression fittings				
	Drainage				
	waste pipe and fittings				
	uPVC waste Pipe				
5	50mm SV pipe	m	10		
	Fittings				
6	50mm SV Pvc fittings	no	2		
7	50mm Silka split clamp holder bats	no	2		
	Sanitary fittings				
	Kitchen Sink				
8	Franke Maris MRG 621 inset (drop-in) sink, product code 1990073, manufactured from Fragranite (quartz composite), white finish, overall size approximately 1160 × 500 mm, complete with 1½ bowls and drainer	No	1		
	Taps, Valves, etc				
	Supply Genebre angle valve				
	Cobra watertech or equally approved:				
9	Plumbline Cygnus sink mixer or similar approved, single-lever, 1 tap hole (1TH), chrome plated (CP) finish, 15 mm connection, complete	No	1		
	Waste Unions, etc.				
	CARRIED FORWARD				

	BROUGHT FORWARD				
10	Cobra waste sink unslotted inc chain 40mm CP 316	No	2		
	Traps				
	Flexi-Rubber				
11	40 x 300mm combination for double bowl "p"trap	No	1		
12	Supply Genebre angle valve	No	1		
13	Supply and install 350mm Flexi hoses	No	1		
	Hydro Boiler supply and install complete with 1 year warranty				
14	5lt Kwikot kwiboil or equivalent instant water dispensor	No	1		
	Geysers				
13	Supply and isntall a new Ariston 10 litre under geyser complete with isolating valve and PRV	No	1		
14	Making good to affected walls	m2			
	TOTAL CARRIED FORWARD TO SUMMARY PAGE				

	BILL NO.12:PAINTWORK				
	SUPPLEMENTARY PREAMBLES				
	General				
	Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Representative/Agent				
	PREPARATORY WORK TO EXISTING WORK				
	Previously painted plastered surfaces				
	Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth				
	Previously painted metal surfaces				
	Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal				
	Previously painted wood surfaces				
	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				
	loose contaminents and apply two coat "Plascon " all purpose undercoat and two coats "Plascon PEM 1000 pure acrylic" paint or similar approved:				
1	On internal plastered walls	m2	700		
2	On narrow width	m2	30		
3	On window cills	m2	226		
	PAINTWORK ETC TO NEW WORK				
	On Plastered walls				
	Prepare, one coat plaster primer, one coat universal undercoat, and two coats "Plascon PEM 1000 pure acrylic"				
4	On internal walls	m2	226		
5	Extra over MOD colour on plastered walls	m2	226		
	Skimmed Surfaces				
	One coat universal undercoat and two coats "Plascon PEM 1000 PURE acrylic emulsion or similar approved" paint on				
6	Partitioning walls	m2	234.31		
7	Ceilings, bulkheads and cornices	m2	279		
8	Extra over MOD colour to ceilings and bulkheads	m2	45		
	CARRIED FORWARD				

	BROUGHT FORWARD				
	On Wood				
	Two coats oil wood primer and two coats "Plascon VLO Velvaglo" or similar approved paint on:				
9	On skirtings.	m	174		
	Sundries				
	Ceilspray(Specialist spray) finish to existing suspended ceiling	m2	397		
	TOTAL CARRIED FORWARD TO SUMMARY PAGE				**R -**

	BILL NO.13: PROVISIONAL AMOUNT						
	PROVISIONAL SUM FOR SELECTED SUB-CONTRACT WORKS						
	The following provisional amount are for work to be carried out by the selected-subcontractor in terms of clause 20 of the Principal Building Agreement						
	Joinery and fittings Installation:						
1	Selected subcontract allowance of R 865 000.00 (Eight Hundred and Fixty Five Thousand Rand) net for Joinery and office Fit-in Furniture	Item	1	R	865,000.00	R	865,000.00
2	Profit	%	R 865,000.00			R	-
3	Attendance	%	R 865,000.00			R	-
	Kitchen Equipment Installation:						
4	Selected subcontract allowance of R48 000.00 (Forty Eight Thousand Rand) net for signage by a Selected Subcontractor	Item	1	R	48,000.00	R	48,000.00
5	Profit	%	R 48,000.00			R	-
6	Attendance	%	R 48,000.00			R	-
	Signage:						
7	Selected subcontract allowance of R49 600.00 (Forty Nine Thousand and Six Hundred Rand) net for signage by a Selected Subcontractor	Item	1	R	49,600.00	R	49,600.00
8	Profit	%	R 49,600.00			R	-
9	Attendance	%	R 49,600.00			R	-
	Electrical Installation:						
10	Provide and amount of R271 300.00 (Two hundred and Seventy One Thousand Rand and Three Hundred) for the electrical alterations and new installation	Item	1	R	271,300.00	R	271,300.00
11	Profit	%	R 271,300.00			R	-
12	Attendance	%	R 271,300.00			R	-
	Mechanical Installation-Air Conditioning:						
13	Provide and amount of R236 000.00 (Two hundred and Firty Thousand Rand) for the air conditioning installation	Item	1	R	236,000.00	R	236,000.00
14	Profit	%	R 236,000.00			R	-
15	Attendance	%	R 236,000.00			R	-
	CARRIED FORWARD					**R**	-

	BROUGHT FORWARD					**R**	-
	Fire Installation and Fire Protection:						
16	Provide and amount of R263 350.00 (Two hundred and Sixty Three Thousand Rand Three Hundred and Fifty Rand) for the for fire installation and fire protection	Item	1	R	263,350.00	R	263,350.00
17	Profit	%	R 263,350.00			R	-
18	Attendance	%	R 263,350.00			R	-
	Audio Visual Installation:						
19	Provide and amount of R458 215.00 (Four Hundred and Fifty Eight Thousand and Fifiteen Rand) for the Audio Visual installation	Item	1	R	458,215.00	R	458,215.00
20	Profit	%	R 458,215.00			R	-
21	Attendance	%	R 458,215.00			R	-
	Artwork and Furnishing, etc:						
	Fine Acrylic Artwork Package						
22	Provide an amount of R93 500.00 (Ninety Three Thousand and five Hundred Rand) for Supply , delivery and installation of fine acrylic artworks comprising cotton duck primed canvas artworks and wall-mounted murals of various sizes, including artist labour and associated materials complete	Item	1	R	93,500.00	R	93,500.00
23	Profit	%	R 93,500.00			R	-
24	Attendance	%	R 93,500.00			R	-
	Community Liason Officer						
25	Provide an amount of R 42500 .00(Forty Two Thousand Rand and Five Hundred rand) at R8500.00 PER month for a period of five(5) month	Item	1	R	42,500.00	R	42,500.00
26	Allow for attendance by the main contractor	%	R 42,500.00			R	-
	Builder's Work relating to joinery and fittings, electrical, mechanical and audio visual installations						
27	Budgetary allowance of R 20 000.00(Twenty Thousand Rand) net for builders work relating to joinery and fittings electrical, mechanical, audio visual	item	1	R	20,000.00	R	20,000.00
	TOTAL CARRIED FORWARD TO SUMMARY PAGE					**R**	-

SECTIONAL SUMMARY PAGE

ITEM NO.	DESCRIPTION	AMOUNT
Bill NO.1	PRELIMINARIES AND GENERAL @ 10%	R -
	BUILDING WORKS	
BILL NO.2	DEMOLIOTIONS AND ALTERATIONS	R -
BILL NO.3	MASONRY	R -
BILL NO.4	CARPENTRY AND JOINERY	R -
BILL NO.5	CEILINGS	R -
BILL NO.6	DRYWALL PARTITIONING	R -
BILL NO.7	WINDOWS AND BLINDS	R -
BILL NO.8	ALUMINIUM WINDOWS AND DOORS	R -
BILL NO.9	INTERNAL WALL FINISHES	R -
BILL NO.10	FLOOR FINISHES	R -
BILL NO.11	PLUMBING AND DRAINAGE	R -
BILL NO.12	PAINTWORK	R -
BILL NO.13	PROVISIONAL SUM AND BUDGETARY ALLOWANCE	R -
	SUB-TOTAL NO.1	**R -**
	ADD CONTIGENCIES AT 4.9%	**R -**
	SUB-TOTAL NO.2	**R -**
	ADD VAT AT 15%	**R -**
	TOTAL CONSTRUCTION COST	**R -**

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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

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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.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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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.

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

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1. GENERAL CONDITIONS

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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