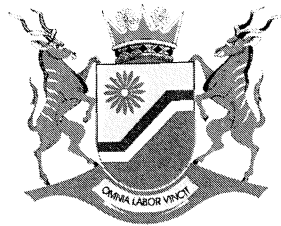


MPUMALANGA PROVINCIAL GOVERNMENT



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

BID NUMBER: CGT/101/23/MP

**APPOINTMENT OF ONE OR MORE
SERVICE PROVIDERS FOR THE
CONSTRUCTION OF NINE TRADITIONAL
COUNCIL'S OFFICES AROUND
MPUMALANGA PROVINCE**

ISSUED BY:

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

NAME OF BIDDER:

TOTAL BID PRICE (all inclusive) :
(Also in words):
.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS							
BID NUMBER:	CGT/101/23/MP	CLOSING DATE: 14 JULY 2023		CLOSING TIME:	12h00		
DESCRIPTION	APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE CONSTRUCTION OF NINE TRADITIONAL COUNCILS' OFFICES AROUND MPUMALANGA A PROVINCE.						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini.							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Ms N Hlatshwayo			CONTACT PERSON	Mr. J Mbedzi		
TELEPHONE NUMBER	013 766 6990			TELEPHONE NUMBER	076 257 7978		
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS	hlatshwayon@mpg.gov.za			E-MAIL ADDRESS	mbedzij@mpg.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		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]		
	☐ Yes ☐ No				☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS 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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

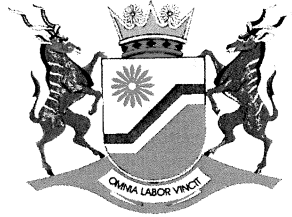
SIGNATURE OF BIDDER:

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

DATE:

APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE CONSTRUCTION OF NINE
TRADITIONAL COUNCILS AROUND THE MPUMALANGA PROVINCE

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF CO-OPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS
COGTA

BID DOCUMENT

BID NO.CGT /101/23/MP

APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE CONSTRUCTION OF
NINE TRADITIONAL COUNCILS AROUND THE MPUMALANGA PROVINCE

NAME OF BIDDER :

TEL NUMBER :

NAME OF TRADITIONAL
COUNCIL BIDDING FOR :

SUPPLIER CSD NUMBER : MAAA

TOTAL BID AMOUNT :



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

CONTACT: MR T MUTAVAYI
CONTACT NUMBER: 076 295 3313

**APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE CONSTRUCTION OF NINE
TRADITIONAL COUNCILS AROUND THE MPUMALANGA PROVINCE**

THE BID IS VALID FOR 90 DAYS

Department of Cooperative Governance and Traditional Affairs

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C2 Pricing data

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**APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE CONSTRUCTION OF NINE
TRADITIONAL COUNCILS AROUND THE MPUMALANGA PROVINCE**

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

Tender No. COGTA/101/23/MP

T1.1 Tender Notice and Invitation to Tender

The Department of Cooperative Governance and Traditional Affairs (COGTA) is a Government Component within the Ministry for Cooperative Governance and Traditional Affairs (CoGTA). The Department of Cooperative Governance and Traditional Affairs (COGTA) has invited bids for **APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE CONSTRUCTION OF NINE TRADITIONAL COUNCILS AROUND THE MPUMALANGA PROVINCE**

**APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE CONSTRUCTION OF NINE
TRADITIONAL COUNCILS AROUND THE MPUMALANGA PROVINCE**

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

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

Duly completed Bids enclosed in a sealed envelope marked

“Appointment Of One Or More Service Providers For The Construction Of Nine Traditional Councils Around The Mpumalanga Province

with the name of the Bidder, shall be deposited in the clearly marked bid boxes provided **at the following** Supply Chain Offices, Mbombela, Malelane, Bushbuckridge, Kwa Mhlanga, Middleburg, Piet Retief and Evander including any other office published by provincial treasury on bulletin .

All documentation submitted in response to this bid must be in English, unless otherwise indicated under technical specification.

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

A compulsory briefing meetings with representatives of the Employer will take place at Each Of The Nine Traditional Councils Offices As Indicated Below ;

Briefings schedule

N o	District	Municipality	Venue/ Traditional Council	Office	Bid Briefing Date and Time
1	Ehlanzeni	Bushbuckridge	Thabakgolo	London	27 June 2023 10H00
2			Mashilane	Matibidi	28 June 2023 10H00
3	Nkangala	Thembisile Hani	Manala Mgibe	Tweefontein (Emanaleni)	21 June 2023 10H00
4			Manala Makerane	Vezubuhle	22 June 2023 10H00
5			Ndzundza Somphalali	Kwaggafontein	20 June 2023 10H00
6			Ndzundza Fene	Thembaletu	23 June 2023 10H00

APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE CONSTRUCTION OF NINE TRADITIONAL COUNCILS AROUND THE MPUMALANGA PROVINCE

7		Dr. JS. Moroka	Ndzundza Mabhoko	Welteverde	26 June 2023 10H00
8			Barolong Ba Lefifi	Nokaneng	27 June 2023 11H00
9			Bakgatla Ba Maloka	Pankop	28 June 2023 11H00

The closing time for receipt of tenders is As **Per The Mpumalanga Provincial Supply Chain Management Bid Bulletin Advert.**

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

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

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

Issued by:

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

APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE CONSTRUCTION OF NINE TRADITIONAL COUNCILS AROUND THE MPUMALANGA PROVINCE

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

Tender No. CGT/101/23/MP

Appointment Of One Or More Service Providers For The Construction Of Nine Traditional Councils Around The Mpumalanga Province

T1.2 Tender Data

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

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

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

Clause number	Tender Data
3.1	The employer is the Department of Cooperative Governance and Traditional Affairs
3.2	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	The employer's agent is: Name: Mr T. Mutavayi Physical Address: Department of Cooperative Governance and Traditional Affairs COGTA Samora Machel, Riverside Park, Mbombela, 1200 Mpumalanga Province Cell: 076 295 3313 Email: ted.mutavayi@gmail.com

**APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE CONSTRUCTION OF NINE
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3. 4	The language for communications is English
4. 7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
4. 12	No alternative tender offers will be considered
4. 13 .1	Parts of each tender offer communicated on paper shall be submitted as an original, plus one copy.
4. 13 .5 4. 15	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: is As Per The Mpumalanga Provincial Supply Chain Management Bid Bulletin Advert. Physical Address : Department of Cooperative Governance and Traditional Affairs COGTA Samora Machel, Riverside Park, Mbombela, 1200 Identification details: Reference no, Title of Tender and the closing date and time for tenders Bids Are Only To Be Submitted On Listed Centres As Per The Mpumalanga Provincial Supply Chain Management Bid Bulletin Advert Not On Employer Physical Address.
4. 13 .5	Tender document shall be submitted as original, one copy of the original and one scanned copy of the original completed and signed tender documents in a CD or Flash Drive.

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4. 13 .4	The tenderer is required to meet the following conditions : 1. All declaration pages fully completed, signed and submitted. 2. The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink. 3. None of the documents have correction fluid on them. Any wrong entry, in case of correcting, stroked out by a single stroke and initialled by the Authorised signatory 4. The tender documents issued by COGTA are not tampered with and the content remains unchanged. 5. Tenderers (including each member of joint venture or consortium or partnership agreement) must submit proof of registration with the National Treasury's Central Supplier Database (CSD). The CSD registration report must indicate but not limited to: Supplier Identification, Supplier Contact Information, Supplier Address, Supplier Bank Account, Tax Information and Company Directors). Tenderers must ensure that they are registered on the CSD before submitting the Tenders. 6. COGTA or the municipality reserves the right to guide the process of sub-contracting.
4. 13 .6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4. 15	The closing time for submission of tender offers is 12H00 as stated in the The Mpumalanga Provincial Supply Chain Management Bid Bulletin Advert
4. 16	The tender offer validity period is 90 days exclusive of closing date but inclusive of 90 th day.
5. 1	The employer will respond to requests for clarification received up to 7 working days before the tender closing time.
5. 2	The employer shall issue addenda until 3 working days before tender closing time when needs arises.
5. 4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.
5. 11 .1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.

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5.11.5 15 EVALUATION PROCESS

The evaluation process comprises of the following phases:

In general, the Department of CoGTA shall for quotations or Bids between the value of **R30 000 and R50 000 000.00**, which, conform to the specifications evaluate in accordance with the Preferential Procurement Policy Framework, 2000 (Act 5 of 2000) and the revised Preferential Procurement Regulations 2022, therefore 80 points for price and 20 points for the specific goals points.

15.1 Phase I: Initial screening process

During this phase bid documents will be reviewed to determine compliance with the following:

- All SBD forms should be fully completed and signed
- A written and signed undertaking by bidder clearly indicating commitment to use local labour at each work site
- Attendance of briefing session and signing of attendance register for that specific traditional council briefing session as per the briefing's schedule in the bid document.
- Signed Joint Venture Agreement and Power of Attorney in case of Joint Ventures in case of joint venture or consortium bidding.
- Bill of quantity must be fully completed and signed by bidder
- Company Profile, including previous contract work done, value of the work and contactable references per contract.
- Programme of works with time frames and tasks aligned to project duration
- Valid letter of Good Standing from the Department of Labour
- Certificate of Contractor Registration issued by the Construction Industry Development Board. Where a service provider satisfies CIDB Contractor grading designation requirements through Joint Venture formation, such service providers must submit the Certificates of Contractor Registration in respect of each partner.
- Minimum Required CIDB Grading: Must have at least 4 GB and or above).
- Professional Indemnity of professionals (Architect or Engineer) cover of R2 000 000 Minimum
- Compliance with specification and advert requirements
- All bidders must be registered with the Central Supplier Database (CSD) failure to do so will be automatically disqualified
- NB: It is the responsibility of the bidder to ensure that the following key information is in

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order on CSD to avoid disqualification during the bid evaluations:

- The Business registration status in order
- Bid restrictions and defaulters status – not registered
- Identification number and the service of the state status - No government employee Directors

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

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

FUNCTIONALITY (TECHNICAL)

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

1	EXPERIENCE IN THE INDUSTRY: SUCCESSFULLY COMPLETED WITH COMPLETION CERTIFICATES Points are not cumulative	Maximum Points = 40								
	Experience of Contractor in Building Industry and reference letters Infrastructure Projects successfully completed will be scored as follows: <i>(Submit a list of all projects completed with contact details and Completion Certificates for bidders respective CIDB grade)</i> A copy of the Completion Certificate per project is to be attached in order to claim points during the evaluation process. <i>Failure to submit the above will result in no points being allocated during pre-qualification.</i>	<table><tr><td>≥ 5 Projects</td><td>40 Points</td></tr><tr><td>≥ 3 but < 5 Projects</td><td>20 Points</td></tr><tr><td>≥ 1 but < 3 Projects</td><td>10 Points</td></tr><tr><td>1 Project</td><td>5 Points</td></tr></table>	≥ 5 Projects	40 Points	≥ 3 but < 5 Projects	20 Points	≥ 1 but < 3 Projects	10 Points	1 Project	5 Points
≥ 5 Projects	40 Points									
≥ 3 but < 5 Projects	20 Points									
≥ 1 but < 3 Projects	10 Points									
1 Project	5 Points									

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2	HUMAN RESOURCES – Professional Team Points are not cumulative (CV to be attached) N/B: Professional Key Personnel are required for the duration of the project. For each personnel must be a fully completed and shortened CV for each Key Personnel Member submitted. Each CV should be structured under the following headings: 1. Personal particulars Name Date and place of birth Place(s) of tertiary education and dates associated therewith. 2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations) 3. Overview of post graduate experience (year, organization and position) 4. Outline of recent and current assignments / experience that has bearing on the required service and extent of involvement of this project 5. Contact references		Max Points =20 (a + b +c +d) Equal Distribution 5 each maximum
	(a) Architect - Professional Registration (CV and certified copies to be submitted) (b) Electrical Engineer - Professional Registration with (ECSA) (CV and certified copies to be submitted) (c) Civil Engineer - Professional Registration with (ECSA) (CV and certified copies to be submitted) (d) Quantity Surveyor - Professional Registration with (ECSA) (CV and certified copies to be submitted)	5 Years & above=5 3 to 5 Years=4 2 to 3 Years =3 1 to 2 years =2 Less than a year =1	
3	Professional Indemnity of professionals Points are not cumulative		Max Points = 10
	Professional Indemnity of professionals (architect or engineer) R2 000 000	Available Not Available	10 Points 0 Points
4	Financial Resources of contractor - Bank Rating Letter Points are not cumulative		Max Points = 10
	Financial Resources of contractor - Bank Rating Letter	Grade A=10 Grade B=8 Grade C=6 Grade D=3 Grade E=1	
6	Proof of Plant Hire or Ownership Points are not cumulative		Max Points = 20
	• Proof of Plant and Equipment (TLB (5),Tipper Truck (5) ,Plant Compactor (5),Water Bowser ((5) available owned/hired (certified copies of registration certificates, written agreement in case of hire/rent) by the Bidder	Tipper Truck TLB Water Tanker Plate Compactor	5 points 5 points 5 points 5 points

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	Attach Copies of Plant and Equipment Certificates in the name of Company or Director or intent letter/Agreement with copies of Certificates in case of hire points not cumulative		
TOTAL FUNCTIONALITY POINTS			100 POINTS
Only bidders who attain a minimum of 70 percent on Functionality will qualify to proceed for further evaluation on Price and Specific Goals points. e) Each panel member will rate each individual criterion on the score sheet using the following scale: 1-Poor, 2- Below average, 3- Good, 4- Good, 5- Excellent f) Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria. This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 70% for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder. g) The value scored for each criterion will be multiplied with the specified with weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria. h) This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 70 percent for functionality will be evaluated and scored in terms of pricing and socio economic goals as indicated hereunder. i) Any proposal not meeting a minimum score of 70 percent functionality proposal will be disqualified. j) The price will not be evaluated as this stage 15.3 Phase III: Price / Financial stage a) Price / Financial proposal must be submitted in South African Rand. b) The following formula will be used to calculate the points for price in respect of this bid :			

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

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

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

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

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

The specific goals allocated points in terms of this tender/Rfq	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Woman		3 points		
Disabled; Attach Proof		3 points		
Youth		3 points		
Locality: Mpumalanga province;		11 points		

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1.Nkangala – Thembisile Hani Local Municipality 2. Nkangala - Dr JS Moroka Local Municipality 3. Ehlanzeni – Bushbuckridge Local Municipality. (Attach Proof of Company Business Address Within the Relevant Municipality) Points not cumulative Max points = 11				
Total Points		20 Points		
15.4 Phase IV: Vetting / Confirmation/ verification of Submitted Information Shortlisted bidders may be required to undergo the vetting or verification process to verify the authenticity of the submitted documents during the submission period and bidder can be eliminated if discovered that false information was submitted and this doesn't mean that the bid is automatically awarded to you. The number of paper copies of the signed contract to be provided by the employer is one per specific traditional council bid.				

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

Tender No. CGT/101/23/MP

T.2.1 List of returnable documents

1 Returnable Schedules required for tender evaluation purposes

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

- Record of Addenda to Tender Documents where applicable
- Proposed Amendments and Qualifications where applicable
- Compulsory Declaration
- Schedule 1: Experience of Contractor in Building Industry and completion certificates
- Schedule 2: Human Resources – Professional team (Architect, Electrical Engineer, Civil Engineer, Quantity Surveyor)
- Schedule 3: Professional Indemnity of the professional team
- Schedule 4: Financial Resources of contractor - Bank Rating Letter
- Proof of plant hire or ownership

2 Other documents required for tender evaluation purposes

The tenderer must provide the following returnable documents:

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

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

4 C1.2 Contract Data (Part 2)

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

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

T.2.2 RETURNABLE SCHEDULES

Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

**APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE CONSTRUCTION OF NINE
TRADITIONAL COUNCILS AROUND THE MPUMALANGA PROVINCE**

Proposed amendments and qualifications

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

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

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

**APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE CONSTRUCTION OF NINE
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Compulsory Declaration

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

Section 1: Enterprise Details

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

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
--	--

Section 3: SARS Information

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

Section 4: CIDB registration number

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

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

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

Full name of principal	Identity number	Personal tax reference number

APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE CONSTRUCTION OF NINE TRADITIONAL COUNCILS AROUND THE MPUMALANGA PROVINCE

Attach separate page if necessary

Section 7: Record in the service of the state

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

- | | |
|---|---|
| <ul style="list-style-type: none"> a member of any municipal council a member of any provincial legislature a member of the National Assembly or the National Council of Province a member of the board of directors of any municipal entity an official of any municipality or municipal entity | <ul style="list-style-type: none"> an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) a member of an accounting authority of any national or provincial public entity an employee of Parliament or a provincial legislature |
|---|---|

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

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

*insert separate page if necessary

Section 8: Record of family member in the service of the state

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

APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE CONSTRUCTION OF NINE TRADITIONAL COUNCILS AROUND THE MPUMALANGA PROVINCE

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|---|--|
| <ul style="list-style-type: none"> a member of any municipal council a member of any provincial legislature a member of the National Assembly or the National Council of Province a member of the board of directors of any municipal entity an official of any municipality or municipal entity | <ul style="list-style-type: none"> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) a member of an accounting authority of any national or provincial public entity an employee of Parliament or a provincial legislature |
|---|--|

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

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

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

Yes No (Tick appropriate box)

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

Section 10: Declaration

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

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)

APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE CONSTRUCTION OF NINE TRADITIONAL COUNCILS AROUND THE MPUMALANGA PROVINCE

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

Signed

Date

Name

Position

Enterprise name

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

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

APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE CONSTRUCTION OF NINE TRADITIONAL COUNCILS AROUND THE MPUMALANGA PROVINCE

Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

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

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

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

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

COMPANY PROFILE

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

The Company Profile must include the following items:

- Company Registration Documents
- Latest Financial Statements
- VAT Registration Certificate
- Letter of Good Standing (COIDA) and proof of good standing with the Unemployment Insurance Fund (UIF) if applicable
- OHSA Policy
- Quality Management Plan (if any)
- Environmental Management Plan (if any)
- Submit a list of all projects completed with contact details and Completion Certificates

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- Project Engineer and Site agent: Details and Qualifications of Personnel. Proof of, comprehensive **curriculum vitae's and qualifications for** Key Personnel must be attached with the tender submission
- Proof of ownership of all machinery and equipment and/or Intent to Hire letters
- Proof of Experience in the Industry company registration document
- Proof of a valid confirmation of professional indemnity insurance letter
- Proof of Registration with Professional Bodies (E.g. CIDB, ECA)
- Proof of valid CIDB Contractor Grading
- Certified copy of workmen's compensation certificate , Act No. 4 of 2002
- Certified copy of Unemployment Insurance Certificate, Act No. 4 of 2002
- Certified copy of Incorporation (if tenderer is a Company)
- Certified copy of Founding Statement (if tenderer is a Closed Corporation)
- Certified copy of Partnership Agreement (if tenderer is a Partnership)
- Curriculum Vitae of the Health and Safety Officer the successful tenderer intends appointing in accordance with the Occupational Health and Safety Act, Act No. 85 of 1993
- Curriculum Vitae of all supervisory staff and safety personnel

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

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

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

Signed	Date
Name	Position
Tenderer	

**APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE CONSTRUCTION OF NINE
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Department of Cooperative Governance and Traditional Affairs
Cooperative Governance & Traditional Affairs (CoGTA)

Tender No. CGT/101/23/MP

C1.1 Form of Offer and Acceptance

Offer

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the provision of works as described in Part 1 of the Contract Data.

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions for an amount to be determined in accordance with the conditions of contract identified in the Contract Data without any guarantee regarding a quantum of work.

This Offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date

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Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the *Contractor* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work

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

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

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

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

Signature(s)

Name(s)

Capacity

Head of Department

**APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE CONSTRUCTION OF NINE
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**for the
Employer**

Department of Cooperative Governance and Traditional Affairs

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

Name &
signature of
witness

Date:

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5 Subject	
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Details	
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By the duly authorised representatives signing this agreement, the *Employer* and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the *Employer* during this process of offer and acceptance.

By the duly authorised representatives signing this agreement, the *Employer* and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from the draft contract, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the *Employer* during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

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

Tender No. CGT/101/23/MP

C.1.2 Contract Data

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

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

Chapter 2

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

1 General

The *conditions of contract* are the core clauses and the clauses for main Option:

E: Cost reimbursable contract

dispute resolution Option W1: Dispute resolution procedure

and secondary Options

X2 Changes in the law

X17: Low service damages

X19: Task Order

X20 : Key performance indicators

Z: Additional conditions of contract

of the NEC3 Term Service Contract as amended

10.1 The *Employer Representative* is

1) the Department of Cooperative Governance and Traditional Affairs; or
COGTA Samora Machel, Riverside Park, Mbombela, 1200 Mpumalanga Province

Mr P Mnisi
Telephone: 013 766 2935

Email: pmnisi@mpg.gov.za
or

2) the municipality or organ of state as named in the Task Order

10.1 The *Service Manager* for a Task is as stated in the Task Order

11.2(2) The Affected Property is as stated in the Task Order

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11.2(13)	The <i>service</i> is the demolition of existing traditional council offices, disposal of rubble and construction of new traditional council offices within the Mpumalanga Province
11.2(15)	The Service Information applicable to all Tasks is in the document C3: Scope of Work. Task specific Services Information is in the document C3: Scope of Work in the Task Order
12.2	The <i>law of the contract</i> is the law of the Republic of South Africa
13.1	The <i>language of this contract</i> is English
13.3	The <i>period for reply</i> is two weeks
2	The Contractor's main responsibilities
	No data is required for this section of the <i>conditions of contract</i>
2	The Contractor's main responsibilities
21.1	The <i>Contractor</i> is not required to submit a first plan. Task Order programmes are submitted with each Task Order
3	Time
30.1	The <i>starting date</i> for the <i>services period</i> and the issuing of Task Orders is two weeks after the Contractor receives one fully completed original copy of this contract, including the schedule of deviations (if any) as contained in the Form of Offer and Acceptance. The <i>starting date</i> for a Task Order is as stated in the Task Order
30.1	The <i>service period</i> within which Task Orders are issued is 36 months after the <i>starting date</i> . The <i>service period</i> for a Task Order is as stated in the Task Order
4	Testing and defects
	No data is required for this section of the <i>conditions of contract</i>
5	Payment
50.1	The <i>assessment interval</i> is monthly on or before the 1 st day of each successive month.
51.1	The <i>currency of this contract</i> is the Rand.
51.4	The interest rate on late payment is the prime lending rate of the <i>Employer's</i> Bank at the time that interest is due.
6	Compensation events
	No data is required for this section of the <i>conditions of contract</i>
7	Use of Equipment Plant and Materials
	No data is required for this section of the <i>conditions of contract</i>
8	Risks and insurance
80.1	The <i>Employer's</i> additional risks are as stated in the Task Order
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is R 5 million

**APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE CONSTRUCTION OF NINE
TRADITIONAL COUNCILS AROUND THE MPUMALANGA PROVINCE**

83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is their replacement cost
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is R 10 million
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is R 10 million
83.1	The <i>Contractor</i> provides additional insurances as stated in the Task Order.
9	Termination
	There is no Contract Data required for this section of the <i>conditions of contract</i> .
10	Data for main Option clause
E	Cost reimbursable contract
20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> for each Task Order at intervals no longer than 5 weeks.
11	Data for Option W1
W1.1	The <i>Adjudicator</i> is the person selected by the Parties from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za),
W1.2(3)	The <i>Adjudicator nominating body</i> is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.jce-sa.org.za).
W1.4(2)	The <i>tribunal</i> is a South African Court of Law
12	Data for secondary Option clauses
X1	Price adjustment for inflation according to Seifsa
X2	Changes in the law
	No data is required for this Option
X17	Low service damages
X17.1	The <i>service level table</i> is in the Task Order. The amounts for low performance damages are set out in the Task Order
X19	Task Order
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within two weeks of the issuing by the Employer of a Task Order if such a programme is not submitted prior to the issuing of such an order
X20	Key Performance Indicators (not used when Option X12 applies)

X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in the document identified in the Task Order
X20.2	A report of performance against each Key Performance Indicator is provided at intervals as stated in the Task Order.

Z Additional conditions of contract

The *additional conditions of contract* are

Z.1 The Contractor's invoice

Z.21 The *Contractor* submits original valid tax invoices satisfying the requirements of the Services Information (the "Tax Invoices") one week after receiving a payment certificate from the *Service Manager* in terms of clause 51.1.

Z.2.2 Where the *Contractor* does not submit the Tax Invoices within the time required:

- the period within which payment is made in terms of clause 51.2 and
- the time allowed in clause 91.4

are extended by the length of time from the date when the *Supplier* should have submitted the Tax Invoices to the date when he does submit it.

Z2 Selection and appointment of the Adjudicator

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

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

Z3 Acts or omissions by mandatories

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

Z4 Low services damages

Add clause X17.2:

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

Z5 Vendor registration

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

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

Z6 Providing the Services

Add the following clause 20.6

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

Z7 Defined Cost and Disallowed Cost

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

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

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

- the *Contractor's* management.

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

- 1 The *prices* for the work done by the *Contractor* himself are the lump sums and the product of the quantity multiplied by the unit rates agreed to and included in a priced list of items associated with a Task Order.
- 2 The *Contractor* provides a quotation for each item of work agreed with the *Services Manager* which he will do himself assessed on a forecast of the Defined Cost of such work. Effects on cost are separately assessed at open market rates or competitively tendered prices with deductions for all discounts, rebates and taxes which can be recovered.
- 3 The assessment includes risk allowances for costs and time for matters which are the *Contractor's* risk under the contract. The assessment is not revised if the forecast upon which it is based is shown by later recorded information to have been wrong.

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

Tender No. CGT/101/23/MP

C.1.2 Contract Data

Chapter 4

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

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

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

10.1 The *Contractor* is (Name):

Address

Postal Address:

Tel No.

Fax No.

Mobile No.

E-mail address

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

24.1 The key persons are:

Name:

.....

Job: Project Manager

Responsibilities The management of the physical maintenance and repair processes and the coordination, administration and management of resources on the Affected Property

Qualifications: see CV submitted with the tender

Experience: see CV submitted with the tender

The CV is appended to Tender Schedule entitled Experience of key person (construction management).

C 1.3 FORMS OF SECURITIES

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

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

Dear Sirs

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

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

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

1. In this Guarantee

1.1 The following words and expressions have the following meanings:

- 1.1.1 “Guarantor” - means [●], [●] Branch, (Registration No. [●]); *[Drafting Note: Name of Guarantor to be inserted]* [□] **Financial Services Board Registration number**
- 1.1.2 “Guarantor’s Address” - means [●]; *[Drafting Note: Guarantor’s physical address to be inserted]*
- 1.1.3 “Contract” - means the written agreement entered into between the Employer and the Contractor on or about [●] [●] 201[●] (Contract Reference No. [●]), as amended, varied, restated, novated or substituted from time to time; *[Drafting Note: signature date and Contract reference number to be inserted]*
- 1.1.4 “Contractor” - means [●] a [●] registered in accordance with the laws of [●] with registration number [●]; *[Drafting Note: Name and details of Contractor to be inserted]*
- 1.1.5 “Employer” - means Mpumalanga Department: Co-operative Governance and Traditional Affairs
- 1.1.6 “Expiry Date” - means the [●] day of [●] *[Drafting Note: This date should align with the date of final completion]*.
- 1.1.7 “this Guarantee” - means this document;

- 1.1.8 “Guaranteed Sum” – means, subject to clause 4, the sum of [● - figure] ([● - words]) [Drafting Note: Maximum aggregate Guarantee amount (not exceeding 10.0% of the total of the Prices as at the Contract Date) to be inserted] which amount will reduce with 50% when the Practical Completion certificate is issued until Final Completion.
- 1.2 Words or expressions capitalised shall bear the same meaning as assigned to them under the Contract albeit that the Contract itself, and any terms as defined therein, are merely referenced for convenience and not to create an accessory obligation.
2. At the instance of the Contractor, the Guarantor hereby confirms that we hold the Guaranteed Sum at the disposal of the Employer, as security for the proper performance by the Contractor of all of his obligations in terms of and arising from the Contract, and hereby irrevocably and unconditionally both agree and undertake to pay to the Employer, on written demand from the Employer envisaged in paragraph 3 below and received prior to the Expiry Date, any amount or amounts as may be so demanded from time to time, subject to a maximum of the Guaranteed Sum in the aggregate.
3. A demand for payment under this Guarantee shall be made in writing at the Guarantor's address or by email to the following email [.....insert..] and shall:
- 3.1 state the amount claimed (“the Demand Amount”);
- 3.2 state that the Demand Amount is payable to the Employer in the circumstances contemplated in the Contract:
4. The Guaranteed Sum may be reduced from time to time upon receipt by the Guarantor of the Employer's written certificate certifying the amount of such reduction and the Contractor's entitlement thereto under the Contract.
5. Notwithstanding the reference herein to the Contract the Guarantor acknowledges that:
- 5.1 the liability of the Guarantor in terms hereof is as principal and not as surety and the Guarantor's obligation/s to make payment:
- 5.1.1 is and shall be absolute and unconditional in all circumstances; and
- 5.1.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever;
- 5.2 the Employer shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting the Guarantor's liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract or termination of the Contract.
- 5.3 should the Employer cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then the Employer shall be entitled to cede to such third party the

rights of the Employer under this Guarantee on written notification to the Guarantor of such cession.

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

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

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

7. This Guarantee:

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

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

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

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

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

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

Signed at _____ Date _____

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

Guarantor Signatory 1: _____ Guarantor Signatory 2: _____

Name: _____ Name: _____

Capacity of Guarantor _____ Capacity of Guarantor _____

**APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE CONSTRUCTION OF NINE TRADITIONAL COUNCILS
AROUND THE MPUMALANGA PROVINCE**

Signatory 1: _____

Signatory 1: _____

Witness: _____

Witness: _____

(Printed Name of Witness)

(Printed Name of Witness)

Guarantor's seal or stamp _____

**APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE CONSTRUCTION OF NINE
TRADITIONAL COUNCILS AROUND THE MPUMALANGA PROVINCE**

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

Tender No. CGT/101/23/MP

C.2 Pricing Data

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

C2: Pricing Data

C2.1 Pricing assumptions

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

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

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

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

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

APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE CONSTRUCTION OF NINE TRADITIONAL COUNCILS AROUND THE MPUMALANGA PROVINCE

8. All costs including administration, health and safety, COVID 19 compliance Or Any Declared Outbreak, transportation and offloading shall be included in the tender rate. Transportation costs shall then cover location anywhere within the identified District.
9. The tenderer shall be deemed to have insured themselves and the services they are rendering.

C2.2 Travelling and Working Time

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

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

Tender No. CGT/101/23/MP

C3: Scope of work

1 Introduction

The Mpumalanga Provincial Department of Cooperative Governance and traditional Affairs (COGTA) intends to appoint service providers for demolishing of old and construction of new traditional offices within the Mpumalanga Province.

1.1 COGTA's objectives

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

1.2 Background

Mpumalanga Province under the Department of Co-Operative Governance and Traditional Affairs has nine (09) Traditional Council Offices be constructed as the drawings and specification.

1.3 Extent of the services

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

- Planning and design where required of traditional council offices
- Geotechnical investigations
- Seek municipal approval of building plans
- Demolishing of existing traditional council offices where applicable ,
- Disposal of rubble to designated municipal sites
- Construction of new traditional council offices
- Compilation of close out reports
- Handover of completed traditional council offices to the respective Royal Families

1.4 Location of the services

The works shall be located within the District Municipalities of Mpumalanga as listed below:

- Ehlanzeni District Municipality- Bushbuckridge local municipality
- Nkangala District Municipality- Dr JS Moroka and Thembisile Hani local municipalities

2 General requirements

APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE CONSTRUCTION OF NINE TRADITIONAL COUNCILS AROUND THE MPUMALANGA PROVINCE

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

2.2 The Contractor shall only utilize in the provision of the services materials (substances that can be incorporated into the works), products (item manufactured or processed for incorporation into the works), components (products manufactured as distinct units to serve a specific function or functions) and assemblies (set of related components attached to each other) which are:

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

3 Management

3.1 The works shall be done at the sites specified in the signed task order. The sites shall be in the municipalities of Ehlanzeni DM and Nkangala DM as per the table below:

N o	District	Municipality	Venue/ Traditional Council	Office
1	Ehlanzeni	Bushbuckridge	Thabakgolo	London
2			Mashilane	Matibidi
3	Nkangala	Thembisile Hani	Manala Mgibe	Tweefontein (Emanaleni)
4			Manala Makerane	Vezubuhle
5			Ndzundza Somphalali	Kwaggafontein
6			Ndzundza Fene	Thembaletu
7		Dr. JS. Moroka	Ndzundza Mabhoko	Welteverde
8			Barolong Ba Lefifi	Nokaneng
9			Bakgatla Ba Maloka	Pankop

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

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

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

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

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- 3.6 The Employer shall place task orders as and when required during the contract period.
- 3.7 An official task order must be issued before any delivery may be made to the site.
- 3.8 Upon delivery of works, the supplier must ensure that the completion certificate is signed by the employer's representative on site. The supplier must attach the completion certificate to the invoice for processing of payment.
- 3.9 The Employer reserves the right to award any item, or the whole of the contract to one or more successful bidder(s).
- 3.10 Letter of good standing from the Workmen's Compensation Commissioner in terms of COIDA or latest assessment and proof of payment or in case of new registration, proof of registration must be provided.

4 Location of the works

- 4.1 The sites shall be in the municipalities listed above. Each purchase order shall clearly identify the site.

5 Quality and quantities:

5.1 Quality Standards:

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

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

- 5.3 No estimated quantity projection is provided. The products shall be ordered throughout the contract period as and when required.

6 Information:

- 6.1 Bidders must take note that the tender will be disqualified in the event of a false statement having been made or false information submitted.
- 6.2 The tender must be valid for 90 (ninety) days after closing date.
- 6.3 The contract period will be from date of commencement until 36 months thereafter

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

7 Technical Requirements

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

- SANS 10114-1 Interior lighting Part 1: Artificial lighting of interiors
- SANS 10142-1: The wiring of premises – Low voltage installations
- SANS 10142-2: The wiring of premises Part 2: Medium-voltage installations above 1 kV a.c. not exceeding 22 kV a.c. and up to and including 3 000 kW installed capacity

8 Design and Drawings

- 8.1 COGTA shall provide construction drawings, and bills of quantity.
- 8.2 Any design shall comply with South African Building standards and SANS.
- 8.3 In some cases design drawings/ detail shall be provided and in other cases not.

9 General

The Contractor shall:

- a) provide a monthly progress report covering work which is the subject of a Task Order.
- b) be required to participate in regular progress meetings

10 Health and safety

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

11 Procurement

COGTA may invite bidders to enter into framework contractors without a commitment to a quantum of work to provide contractor services relating to the planning and design, demolition of existing

APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE CONSTRUCTION OF NINE TRADITIONAL COUNCILS AROUND THE MPUMALANGA PROVINCE

traditional houses, disposal of rubble to approved municipal dumping sites and the construction of new traditional houses within each of the District Municipalities if it's in the public interest to do so..

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

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

11.1 Promotion of secondary (developmental) procurement objectives

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

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

12 Reporting

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

13 Communications

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

14 Issuing of Task Orders

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

15 Invoices

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

16. Project duration

The project duration will be Six (6) Months form date of signing of Service Level Agreement.

C4 PROJECT SPECIFICATIONS

BUILDING REQUIREMENTS

As Per the Drawings, Specification and BOQ

PRE-REQUISITE FOR THE WORKS

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

1.1. Occupational Health and Safety

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

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

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

- Occupational Health and Safety Baseline specification
- COVID-19 Specification;
- Safety, Health, Environment and Quality Policy.

2. PROCUREMENT

Preferential procurement procedures

In general, the Department of CoGTA shall for quotations or Bids between the value of **R30 000 and R50 000 000.00**, which, conform to the specifications evaluate in accordance with the Preferential Procurement Policy Framework, 2000 (Act 5 of 2000) and the revised Preferential Procurement Regulations 2022, therefore 80 points for price and 20 points for the specific goals points.

3. CERTIFICATION BY RECOGNIZED BODIES

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None

4. PLANT AND MATERIALS PROVIDED BY THE EMPLOYER

None

5. SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

Storage space shall be identified by the employer.

6. PLANT AND EQUIPMENT

As required by the task order

7. ESSENTIAL DATA

7.1. The notice period for delivery is 05 Days

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

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

1) none

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

1) Water network.

2) Electricity reticulation, sub-surface and overhead

3) Sewer Network

4) Roads

7.5. The duration of the project is 6 months

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

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

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

The HIV/AIDS awareness programme is to be repeated at four-month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract.)

Additional clauses

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

7.7. Management meetings

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

7.8. Daily records

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

7.9. Payment certificates

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

2 PARTICULAR SPECIFICATIONS

Annexure 1: Proforma Task Order

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

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Task Order No:	
Detailed description of the work in the Task	
Contract Data associated with the performance of the Task	
Part 1: Data provided by the Employer	
The Contract Data as provided for in the <i>Contractor's</i> framework contract applies together with the additional <i>contract data</i> in this Task Order	
Core clauses	
10.1	The <i>Employer</i> is (name): Address: Postal Address: Tel No: Fax No: Mobile No. : E-mail address:
10.1	The <i>Service Manager</i> is (name): Address: Postal Address: Tel: Fax: Mobile No. : e-mail:
11.2(2)	The Affected Property is:
11.2(1 4)	The following matters will be included in the Risk Register
Secondary options	
X17	Low service damages
The amounts for low service damages are:	
X19	Task Order
X19.2	The starting date for the Task is

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X19.2	The Task completion date is
X19.2	The delay damages are R per day
X20	Key Performance Indicators
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in the document called
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of weeks
Z6	Providing the services
	The work done by the Contractor himself is as follows:
Part 2: Data provided by the Contractor Contractor's representative is (Name): Address Tel No.: Fax No. Email.	
X19.7	The Contractor's Task Order programme is attached as Annexure A.
THE AMOUNT OF PRICES (DEFINED COST PLUS THE FEE) INCLUSIVE OF VAT IS: (in words) ; ; R. (in figures)	
The above prices are valid for days from the date of the Contractor's signature below	

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Contractor's representative Signature: Name: Date:	Acceptance by Employer The above pricing and other details in this Task Order are accepted and the <i>Contractor</i> may now commence work on the Task in terms of Clause X19.4. Signature: Name: (Print) Date:
--	--

Task Order specific data and information

C2: Pricing Data

C2.1 Pricing assumptions

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

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

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

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

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C2.1.5 PRICING SCHEDULE – FIRM PRICES

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

Name of Bidder: Bid Number:

Closing Time: Closing Date:

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

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

Bidder's Name:

Position: Bidder's Signature:

Date:

Total offered price to be carried to cover page.

Secondary (developmental) procurement objectives

.... General

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

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

.... Contract skills development goal

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

.... Specification data

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

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

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

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

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

SPECIAL CONDITIONS OF BID OR CONTRACT

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

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

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appointment.

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

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

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

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

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

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

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

The department intend to appoint per traditional council offices.

The evaluation process will be conducted per traditional council submissions.

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

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

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

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

ENQUIRIES

TECHNICAL ENQUIRIES : Mr T Mutavayi – 076 295 3313

ADMINISTRATIVE ENQUIRIES : Ms N Hlatshwayo – 013 766 6990

CGT/101/23/MP: Construction Of Nine Traditional Council Offices

ITEM NO	DESCRIPTION	UNIT	SCHEDULE D QUANTITY	RATE	TOTAL AMOUNT
	BILL NO. 1 PRELIMINARIES	H1			
	BUILDING AGREEMENT AND PRELIMINARIES	H2			
	The JBCC Principal Building Agreement (Edition 5 - July 2007 reprint 1) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described				
	The JBCC Principal Building Agreement contract data form an integral part of this agreement				
	The ASAQS General Preliminaries published November 2007 edition for use with the JBCC Principal Building Agreement (Edition 5 - July 2007) shall be deemed to be incorporated in these bills of quantities, amended as hereinafter described				
	The contractor is deemed to have referred to the above mentioned documents for the full intent and meaning of each clause				
	The clauses in the above mentioned documents are hereinafter referred to by clause number and heading only				
	Where any item is not relevant to this agreement such item is marked N/A signifying "not applicable"				
	Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the above mentioned documents				
	PREAMBLES FOR TRADES	H2			
	The General Preambles for Trades 2008 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated descriptions utilised in these bills of quantities by inter alia referring to SANS construction standards.				
	The General Preambles for Trades 2008 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 General Preambles will be entertained				
	Supplementary preambles and/or specifications are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles				

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	The contractor's prices for all items throughout these bills of quantities shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications				
	STRUCTURE OF THIS PRELIMINARIES BILL	H2			
	Section A : A recital of the headings of the individual clauses in the aforementioned JBCC Principal Building Agreement				
	Section B : A recital of the headings of the individual clauses in the aforementioned JBCC General Preliminaries				
	Section C : Any special clauses to meet the particular circumstances of the project				
	PRICING OF PRELIMINARIES	H2			
	Should the contractor select Option A in the contract data for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are 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	H2			
	Interpretation (A1-A7)	H3			
1	Clause 1.0 - Definitions and interpretation	CONT			
	Pricing of bills of quantities	CONT			
	The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated on the summary page of these bills of quantities	CONT			
	Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained	CONT			
	Prices for all construction equipment, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary	CONT			
	Abbreviated descriptions	CONT			

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	The items in these bills of quantities utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the contractor shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of international best practice	CONT			
	Legal status of contractor	CONT			
	If the contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:	CONT			
	1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement	CONT			
	2. These persons shall notify the employer of their leader who has assigned authority to bind the contractor and each of these persons	CONT			
	3. The contractor shall not alter its composition or legal status without the prior written consent of the employer	CONT			
	F:..... V:..... T:.....	Item			
2	Clause 2.0 - Law, regulations and notices	CONT			
	User note	H4			
	Insert the following for residential developments onlyThe cost to the employer of the NHBRC levies mentioned below is to be conveyed to the employer in order to present an overall building cost ? NHBRC leviesThe employer shall allow for and pay any levies required by the National Home Builders Registration Council (NHBRC). The contractor warrants that he is registered and will maintain registration with the NHBRC for the duration of this agreement [2.1] ?	CONT			
	F:..... V:..... T:.....	Item			
3	Clause 3.0 - Offer and acceptance F:..... V:..... T:.....	Item			
4	Clause 4.0 - Cession and assignment F:..... V:..... T:.....	Item			
5	Clause 5.0 - Documents	CONT			
	Value Added Tax	CONT			
	Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT)	CONT			
	? Priced document as specification Clause 5.4 is deemed to be deleted	CONT			

	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 ?	CONT			
		H4			
	User note				
	Insert the following where applicable ? Electronic issue of drawings All drawings for this project will be issued electronically and the contractor shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [5.6] ?	CONT			
		Item			
	F:..... V:..... T:.....				
		CONT			
6	Clause 6.0 - Employer's agents				
		H4			
	User note				
	Delegated authority may be dealt with in B 5.0 of the contract data. Insert in the contract data "Refer to Bill No. 1 (Preliminaries)" should it be dealt with in Bill No. 1	CONT			
		CONT			
	? Delegated authority				
	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 follows [6.2]. This does not preclude the principal agent from issuing such contract instructions: ?	CONT			
		H4			
	User note				
	Add delegated authority as may be required for other relevant consultants not listed hereinafter	CONT			
		CONT			
	? 1. Architect				
		H4			
	User note				
	Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent	CONT			
		CONT			
	Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA				
	1.1 Duties [6.2]: The architect is responsible for the architectural design, functional design and quality inspection of the works	CONT			
		CONT			
	1.2 Contract instructions [6.2; 17.1]:				
	1.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement	CONT			

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1.2.2	Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works	CONT			
1.2.3	The site [13.0]	CONT			
1.2.4	Compliance with the law, regulations and bylaws [2.1]	CONT			
1.2.5	Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works	CONT			
1.2.6	Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]	CONT			
1.2.7	Removal or re-execution of work	CONT			
1.2.8	Removal or substitution of any materials and goods	CONT			
1.2.9	Protection of the works	CONT			
1.2.10	Making good physical loss and repairing damage to the works [23.2.2]	CONT			
1.2.11	Rectification of defects [21.2]	CONT			
1.2.12	A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion	CONT			
1.2.13	Expenditure of budgetary allowances, prime cost amounts and provisional sums	CONT			
1.2.14	Appointment of a subcontractor [14.0; 15.0]	CONT			
1.2.15	Work by direct contractors [16.0]	CONT			
1.2.16	On suspension or termination, protection of the works, removal of construction equipment and surplus materials and goods [29.0] ?	CONT			
?	2. Quantity surveyor	CONT			
	User note	H4			
	Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent	CONT			
	2.1 Duties [6.2] : The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the works	CONT			
	2.2 Contract instructions [6.2; 17.1] :	CONT			

	2.2.1 No contract instructions delegated to the quantity surveyor ?	CONT			
	? 3. Civil and structural engineer	CONT			
	User note	H4			
	Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent	CONT			
	Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA	CONT			
	3.1 Duties [6.2] : The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality inspection of the works	CONT			
	3.2 Contract instructions [6.2; 17.1] :	CONT			
3.2.1	Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement	CONT			
3.2.2	Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works	CONT			
3.2.3	The site [13.0]	CONT			
3.2.4	Compliance with the law, regulations and bylaws [2.1]	CONT			
3.2.5	Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works	CONT			
3.2.6	Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]	CONT			
3.2.7	Removal or re-execution of work	CONT			
3.2.8	Removal or substitution of any materials and goods	CONT			
3.2.9	Protection of the works	CONT			
3.2.10	Making good physical loss and repairing damage to the works [23.2.2]	CONT			
3.2.11	Rectification of defects [21.2]	CONT			
3.2.12	A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion	CONT			
3.2.13	Expenditure of budgetary allowances, prime cost amounts and provisional sums ?	CONT			

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	? 4. Mechanical engineer	CONT			
		H4			
	User note				
	Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent	CONT			
	Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA	CONT			
	4.1 Duties [6.2] : The mechanical engineer is responsible for all aspects of mechanical engineering design and quality inspection of the works ? and, where appointed by the employer for quantity surveying services in respect of the mechanical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions	CONT			
	4.2 Contract instructions [6.2; 17.1] :	CONT			
4.2.1	Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement	CONT			
4.2.2	Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works	CONT			
4.2.3	Compliance with the law, regulations and bylaws [2.1]	CONT			
4.2.4	Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works	CONT			
4.2.5	Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]	CONT			
4.2.6	Removal or re-execution of work	CONT			
4.2.7	Removal or substitution of any materials and goods	CONT			
4.2.8	Protection of the works	CONT			
4.2.9	Making good physical loss and repairing damage to the works [23.2.2]	CONT			
4.2.10	Rectification of defects [21.2]	CONT			
4.2.11	A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion	CONT			
4.2.12	Expenditure of budgetary allowances, prime cost amounts and provisional sums ?	CONT			
	? 5. Electrical engineer	CONT			
		H4			
	User note				

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	Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent	CONT			
	Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA	CONT			
	5.1 Duties [6.2] : The electrical engineer is responsible for all aspects of electrical engineering design and quality inspection of the works ? and, where appointed by the employer for quantity surveying services in respect of the electrical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions	CONT			
	5.2 Contract instructions [6.2; 17.1] :	CONT			
5.2.1	Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement	CONT			
5.2.2	Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works	CONT			
5.2.3	Compliance with the law, regulations and bylaws [2.1]	CONT			
5.2.4	Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works	CONT			
5.2.5	Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]	CONT			
5.2.6	Removal or re-execution of work	CONT			
5.2.7	Removal or substitution of any materials and goods	CONT			
5.2.8	Protection of the works	CONT			
5.2.9	Making good physical loss and repairing damage to the works [23.2.2]	CONT			
5.2.10	Rectification of defects [21.2]	CONT			
5.2.11	A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion	CONT			
5.2.12	Expenditure of budgetary allowances, prime cost amounts and provisional sums ?	CONT			
	? 6. Wet services engineer	CONT			
	User note	H4			

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	Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent	CONT			
	Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA	CONT			
	6.1 Duties [6.2] : The wet services engineer is responsible for all aspects of wet services engineering design and quality inspection of the works	CONT			
	6.2 Contract instructions [6.2; 17.1] :	CONT			
6.2.1	Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement	CONT	-		
6.2.2	Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works	CONT			
6.2.3	Compliance with the law, regulations and bylaws [2.1]	CONT			
6.2.4	Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works	CONT			
6.2.5	Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]	CONT			
6.2.6	Removal or re-execution of work	CONT			
6.2.7	Removal or substitution of any materials and goods	CONT			
6.2.8	Protection of the works	CONT			
6.2.9	Making good physical loss and repairing damage to the works [23.2.2]	CONT			
6.2.10	Rectification of defects [21.2]	CONT			
6.2.11	A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion	CONT			
6.2.12	Expenditure of budgetary allowances, prime cost amounts and provisional sums ?	CONT			
	? 7. Fire consultant	CONT			
	User note	H4			
	Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent	CONT			
	Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA	CONT			

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	7.1 Duties [6.2] : The fire consultant is responsible for all aspects of rational fire design and quality inspection of the works	CONT			
		CONT			
	7.2 Contract instructions [6.2; 17.1] :				
7.2.1	Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement	CONT			
7.2.2	Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works	CONT			
7.2.3	Compliance with the law, regulations and bylaws [2.1]	CONT			
7.2.4	Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works	CONT			
7.2.5	Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]	CONT			
7.2.6	Removal or re-execution of work	CONT			
7.2.7	Removal or substitution of any materials and goods	CONT			
7.2.8	Protection of the works	CONT			
7.2.9	Making good physical loss and repairing damage to the works [23.2.2]	CONT			
7.2.10	Rectification of defects [21.2]	CONT			
7.2.11	A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion	CONT			
7.2.12	Expenditure of budgetary allowances, prime cost amounts and provisional sums ?	CONT			
	? 8. Health and safety consultant	CONT			
	User note	H4			
	Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent	CONT			
	8.1 Duties [6.2] : The health and safety consultant is responsible for all aspects of health and safety of the works. Without derogating from the generality thereof, the health and safety consultant will perform the following specific functions and duties in respect of the health and safety aspects of the works. He shall:	CONT			
8.1.1	Act as the employer's agent in terms of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended	CONT			
8.1.2	Prepare and update the health and safety specification for the works	CONT			

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8.1.3	Agree with the contractor the health and safety plan for the works	CONT			
8.1.4	Carry out regular audits to ensure adherence to the safety plan and compliance with the act and regulations	CONT			
8.1.5	Stop the execution of the works where the agreed specification or plan is not adhered to?	CONT			
	F:..... V:..... T:.....	Item			
7	Clause 7.0 - Design responsibility F:..... V:..... T:.....	Item			
	Insurances and securities (A8-A11)	H3			
8	Clause 8.0 - Works risk F:..... V:..... T:.....	Item			
9	Clause 9.0 - Indemnities F:..... V:..... T:.....	Item			
10	Clause 10.0 - Insurances F:..... V:..... T:.....	Item			
11	Clause 11.0 - Securities	CONT			
	User note	H4			
	If it is deemed advisable, the extent of any guarantee for payment may be stated and whether it is required of the contractor to waive his lien. Edit the following clause:				
	? Guarantee for payment	CONT			
	The employer shall provide to the contractor a guarantee for payment in the amount of ?.....Rand (R.....) ? [11.5.1]. The contractor shall consequently waive his lien or right of continuing possession of the works [11.10]?	CONT			
	User note	H4			
	Where it is expected of the contractor to waive his lien in terms of clause 11.10, the waiver of lien may be extended to subcontracts as follows:				
	? Extension of waiver of lien	CONT			
	The contractor shall ensure that a waiver of lien is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times [11.10] ?	CONT			
	F:..... V:..... T:.....	Item			
	Execution (A12 - A17)	H3			

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12	Clause 12.0 - Obligations of the parties	CONT			
	? Office accommodation The contractor shall provide, maintain and remove on practical completion air conditioned office accommodation with suitable tables and chairs for meetings to be held on the site. Such offices shall be kept clean and fit for use at all times [12.2.18] ?	CONT			
	? Notice board The contractor shall erect in a position approved by the principal agent, maintain and remove on practical completion a notice board recommended by the South African Institute of Architects and as approved by the principal agent listing the names and logos of the employer, the contractor and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the principal agent for such notice boards to be erected [12.2.18] ?	CONT			
	Statutory and other notices	CONT			
	The contractor shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the works by the contractor. The contractor shall pay all deposits or fees in this regard	CONT			
	It is, however, specifically recorded that the employer shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto	CONT			
	F:..... V:..... T:.....	Item			
13	Clause 13.0 - Setting out F:..... V:..... T:.....	Item			
14	Clause 14.0 - Nominated subcontractors	CONT			
	F:..... V:..... T:.....	Item			
15	Clause 15.0 - Selected subcontractors	CONT			
	F:..... V:..... T:.....	Item			
16	Clause 16.0 - Direct contractors Attendance on direct contractors In respect of direct contractors the contractor shall:	CONT			
	1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials	CONT			
2	Allow the use of personnel welfare facilities, where provided	CONT			
	3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation	CONT			
	4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right, while it remains erected on the site [16.1]	CONT			

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	F:..... V:..... T:.....	Item			
17	Clause 17.0 - Contract instructions ? Site instructions Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor ?	CONT			
	F:..... V:..... T:.....	Item			
	Completion (A18 - A24)	H3			
18	Clause 18.0 - Interim completion	N/A			
19	Clause 19.0 - Practical completion F:..... V:..... T:.....	Item			
20	Clause 20.0 - Completion in sections	CONT			
	F:..... V:..... T:.....	Item			
21	Clause 21.0 - Defects liability period and final completion	CONT			
	F:..... V:..... T:.....	Item			
22	Clause 22.0 - Latent defects liability period F:..... V:..... T:.....	Item			
23	Clause 23.0 - Revision of the date for practical completion Substitution of materials and goods The removal or substitution of any materials and goods 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 [17.1.8; 23.1 & 2]	CONT			
	F:..... V:..... T:.....	Item			
24	Clause 24.0 - Penalty for late or non-completion F:..... V:..... T:.....	Item			
	Payment (A25 - A27)	H3			
25	Clause 25.0 - Payment	CONT			
	Prices submitted Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing	CONT			
	F:..... V:..... T:.....	Item			
26	Clause 26.0 - Adjustment of the contract value and final account	CONT			

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	? Fluctuations in costs All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor [26.9.5] ?	CONT			
	User note	H4			
	Insert the following or similar clause where tenant installation/user requirements may be delayed or omitted	CONT			
	? Tenant installation/user requirements delayed There is a possibility that certain works related to tenant installation/user requirements may have to be delayed and may consequently not be executed prior to practical completion	CONT			
	Should the contractor be instructed to do so he shall execute this work under the conditions pertaining to this agreement on the basis that a separate amount for preliminaries appurtenant to this work (if applicable) is agreed to between the contractor and the principal agent and on condition that instruction to proceed with such work is given to him within a period of three (3) calendar months after the date of practical completion of the works	CONT			
	The employer reserves the right to omit such work without compensation to the contractor for loss of profit or any other loss which the contractor may suffer as a result of such omission ?	CONT			
	Cost of claims All costs incurred by the contractor in the preparation of claims shall be borne by the contractor. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this agreement [30.6 & 7] from making a determination on costs	CONT			
	Claims from subcontractors The contractor shall review, assess and adjudicate any claims received by him from any subcontractor and thereafter submit same to the principal agent with a recommendation in order to assist the principal agent in adjudicating the claim [26.6]	CONT			
	F:..... V:..... T:.....	Item			
27	Clause 27.0 - Recovery of expense and/or loss F:..... V:..... T:.....	Item			
	Suspension and termination (A28 - A29)	H3			
28	Clause 28.0 - Suspension by the contractor	CONT			
	F:..... V:..... T:.....	Item			
29	Clause 29.0 - Termination	CONT			
	F:..... V:..... T:.....	Item			
	Dispute resolution (A30)	H3			
30	Clause 30.0 - Dispute resolution F:..... V:..... T:.....	Item			

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31	Agreement	CONT			
	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			
32	Contract data	CONT			
	User note	H4			
	Insert under the above heading, with suitable sub-headings, any amendments, modifications, corrections or supplements to the contract data				
	Tenderer's selections	CONT			
	Before submission of his tender the contractor is to complete the tenderer's selections in the contract data	CONT			
	User note All information for the above requires consultation with the contractor. The principal agent should not pre-select any of the alternatives available to the contractor	CONT			
	F:..... V:..... T:.....	Item			
	SECTION B: GENERAL PRELIMINARIES	H2			
	User note Amendments, modifications, corrections or supplements to the General Preliminaries in Section B should be recorded in the contract data				
	Should it be necessary to expand on any of the General Preliminaries clauses, the user should list the appropriate General Preliminary clause number and heading and insert the relevant provision under a suitable heading in bold as may be necessary				
	Definitions and interpretation (B1)	H3			
33	Clause 1.1 - Definitions F:..... V:..... T:.....	Item			
34	Clause 1.2 - Interpretation F:..... V:..... T:.....	Item			
	Documents (B2)	H3			
35	Clause 2.1 - Checking of documents F:..... V:..... T:.....	Item			
36	Clause 2.2 - Provisional bills of quantities	CONT			
	User note	H4			
	Check "wet trades" included in the bills of quantities and edit the following clause as may be necessary	CONT			

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	? Multiple procurement These bills of quantities are in multiple procurement format ie the "wet trades" - earthworks, concrete, formwork and reinforcement, precast concrete, masonry, waterproofing and sub-surface drainage - are provisionally (fully?) measured and the subsequent trades are budgetary allowances and/or provisional sums ? F:..... V:..... T:.....	Item			
37	Clause 2.3 - Availability of construction information	CONT			
	F:..... V:..... T:.....	Item			
38	Clause 2.4 - Ordering of materials and goods F:..... V:..... T:.....	Item			
	Previous work and adjoining properties (B3)	H3			
39	Clause 3.1 - Previous work - dimensional accuracy F:..... V:..... T:.....	Item			
40	Clause 3.2 - Previous work - defects F:..... V:..... T:.....	Item			
41	Clause 3.3 - Inspection of adjoining properties F:..... V:..... T:.....	Item			
	The site (B4)	H3			
42	Clause 4.1 - Handover of site in stages F:..... V:..... T:.....	Item			
43	Clause 4.2 - Enclosure of the works	Item			
	User note	H4			
	Describe any specific hoarding requirements, other than already described in clause 4.2 or in the contract data	CONT			
	F:..... V:..... T:.....	CONT			
44	Clause 4.3 - Geotechnical and other investigations F:..... V:..... T:.....	Item			
45	Clause 4.4 - Encroachments F:..... V:..... T:.....	Item			
46	Clause 4.5 - Existing premises occupied F:..... V:..... T:.....	Item			
47	Clause 4.6 - Services - known F:..... V:..... T:.....	Item			
	Management of contract (B5)	H3			

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48	Clause 5.1 - Management of the works F:..... V:..... T:.....	Item			
49	Clause 5.2 - Progress meetings F:..... V:..... T:.....	Item			
50	Clause 5.3 - Technical meetings F:..... V:..... T:.....	Item			
	Samples, shop drawings and manufacturer's instructions (B6)	H3			
51	Clause 6.1 - Samples of materials F:..... V:..... T:.....	Item			
52	Clause 6.2 - Workmanship samples F:..... V:..... T:.....	Item			
53	Clause 6.3 - Shop drawings F:..... V:..... T:.....	Item			
54	Clause 6.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....	Item			
	Deposits and fees (B7)	H3			
55	Clause 7.1 - Deposits and fees F:..... V:..... T:.....	Item			
	Temporary services (B8)	H3			
56	Clause 8.1 - Water F:..... V:..... T:.....	Item			
57	Clause 8.2 - Electricity F:..... V:..... T:.....	Item			
58	Clause 8.3 - Ablution and welfare facilities F:..... V:..... T:.....	Item			
59	Clause 8.4 - Communication facilities F:..... V:..... T:.....	Item			
	Prime cost amounts (B9)	H3			
60	Clause 9.1 - Responsibility for prime cost amounts	CONT			
	User note	H4			

	Where details of materials included in prime cost amounts are not readily available and it is therefore not possible for the contractor to price for waste, the relevant prime cost amount shall be inserted in the bills of quantities as a lump sum with the contractor being given the opportunity to separately price his overheads and profit and for taking delivery, etc as called for in this clause 9.1 of the preliminaries. In such case the fixing only or installation only of the relevant materials shall be provisionally measured for the contractor to price and shall be re-measured upon completion	CONT			
	Where details of materials for which prime cost amounts are to be allowed are readily available, the quantity surveyor may elect to insert the relevant prime cost amounts in measured items, which measured items shall contain sufficient detail for the contractor to price for fixing and installation, waste, etc F:..... V:..... T:.....	Item			
	Attendance on subcontractors (B10)	H3			
61	Clause 10.1 - General attendance User note General attendance is defined as being the duties of the contractor in terms of clause 12.2 of the JBCC n/s subcontract agreement F:..... V:..... T:.....	Item			
62	Clause 10.2 - Special attendance	CONT			
	User note	H4			
	Insert details after the provisional sums (nominated or selected subcontract amounts) for any special attendance where specifically required for each n/s subcontractor separately	CONT			
	It is important to note that general attendance only requires the contractor to "permit the subcontractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right while it remains erected on the site" (refer to 12.2.13 of the JBCC n/s subcontract agreement). Many n/s subcontractors qualify their tenders to exclude scaffolding and/or hoisting facilities. Especially scaffolding could be an expensive item and it may be necessary in order to avoid claims to require the contractor to provide for the extended use of scaffolding for specific subcontracts within a description of "special attendance" in the applicable bill F:..... V:..... T:.....	Item			
	General (B11)	H3			
63	Clause 11.1 - Protection of the works F:..... V:..... T:.....	Item			
64	Clause 11.2 - Protection/isolation of existing works and works occupied in sections F:..... V:..... T:.....	Item			
65	Clause 11.3 - Security of the works F:..... V:..... T:.....	Item			
66	Clause 11.4 - Notice before covering work F:..... V:..... T:.....	Item			
67	Clause 11.5 - Disturbance	CONT			

	User note	H4			
	The following clause may be used should "disturbance" [11.5] need to be extended	CONT			
	Disturbance ? All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the construction period or contract value whatsoever ? F:..... V:..... T:.....	Item			
68	Clause 11.6 - Environmental disturbance	CONT			
	? Controlling all forms of pollution The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the site during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc	CONT			
	The contractor is to ensure that all roads which border the site and are used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works ?	CONT			
	User note	H4			
	Insert the following clause if an environmental management plan (EMP) is available and insert the EMP in an annexure	CONT			
	? Environmental management plan The employer has prepared an environmental management plan (EMP) (refer to Annexure ? for a copy of the relevant plan). The contractor shall price opposite this item for compliance with all the requirements of such EMP ? F:..... V:..... T:.....	Item			
69	Clause 11.7 - Works cleaning and clearing F:..... V:..... T:.....	Item			
70	Clause 11.8 - Vermin F:..... V:..... T:.....	Item			
71	Clause 11.9 - Overhand work F:..... V:..... T:.....	Item			
72	Clause 11.10 - Tenant installations F:..... V:..... T:.....	Item			
73	Clause 11.11 - Advertising F:..... V:..... T:.....	Item			
	SECTION C: SPECIFIC PRELIMINARIES	H2			
	User note	H4			

	Users shall avoid inserting in Section C items which may be construed as amending, modifying, correcting or supplementing the provisions of the JBCC Principal Building Agreement. Such amendments, modifications, corrections or supplements should be kept to the absolute minimum and should be inserted in Section A under the recited clause headings of the JBCC Principal Building Agreement in this Bill No. 1				
	Selected examples of typical clauses are provided to indicate ways of describing such clauses. Users must delete, adapt or add to these examples to suit their particular circumstances				
74	Warranties for materials 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 entity supplying the materials and/or executing the work and shall deliver same to the principal agent on final completion of the contract	CONT			
	The warranty shall state that workmanship, materials and installation are warranted for a specific 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 entity supplying the materials and/or doing the work, upon written notice to do so	CONT			
	The warranty will not be enforced if the work is damaged by defects in the execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor F:..... V:..... T:.....	Item			
75	Overtime Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the contractor unless the principal agent has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the employer F:..... V:..... T:.....	Item			
76	Cooperation of the contractor for cost management It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the contract value does not exceed the budget F:..... V:..... T:.....	Item			
77	Overloading The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works eg scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense F:..... V:..... T:.....	Item			
78	Propping of floors below The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and	Item			

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	the cost thereof shall be borne by the contractor F:..... V:.....T:.....				
79	Testing of flat roof waterproofing for watertightness Flat roof waterproof areas shall be flooded and kept "ponded" for at least forty eight (48) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing F:..... V:.....T:.....	Item			
	User note Insert the following where a health and safety specification is not yet available. Note that there is an obligation on the employer to ensure that the contractor has priced opposite this item for the compliance with the act and the regulations and the reasonable provisions of the health and safety specification				
80	Health and safety	CONT			
	Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. 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 [2.1]				
	User note Insert the following where a health and safety specification is available. Note that there is an obligation on the employer to ensure that the contractor has priced opposite this item for the compliance with the act and the regulations and the reasonable provisions of the health and safety specification				
	Health and safety Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the employer shall prepare a documented health and safety specification for the works (refer to Annexure ? for a copy of the relevant specification) 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 provisions of the aforementioned health and safety specification [2.1]				
	The contractor shall: 1. Comply with the health and safety specification for the works 2. Prepare and agree with the health and safety consultant the health and safety plan for the works 3. Cooperate with the health and safety consultant in all respects 4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification 5. Conform to the conditions contained in the employer's health and safety specification				
	F:..... V:..... T:.....	Item			

81	Green star building certification User note Insert the provisions called for by the relevant green star consultant should it be a requirement that the project be submitted for green star certification F:..... V:.....T:.....	Item			
82	Broad based black economic empowerment (BBBEE) Tenders submitted will be evaluated taking into account their empowerment rating The employer will be monitoring the broad based black economic empowerment (BBBEE) status of the contractor throughout the execution of the works	CONT			
	The contractor is to submit to the principal agent on an annual basis a schedule of spend, split into vendors engaged as subcontractors and suppliers indicating their BBBEE rating including proof of the said rating F:..... V:..... T:.....	Item			
83	Advertising rights The employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The contractor shall not prevent such an arrangement and will assist in the facilitation of same. The position and type of advertising structure to be agreed with the principal agent so as not to hinder the contractor in meeting his obligations under this agreement F:..... V:..... T:.....	Item			
84	Confidentiality The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works No information regarding this project shall be published or disclosed without the prior written consent of the employer F:..... V:.....T:.....	Item			
85	Media releases All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the employer The contractor together with his subcontractors shall not, without the prior written consent of the employer, cause any statement or advertisement connected with this project to be printed, screened or aired by the media F:..... V:.....T:.....	Item			
	SUMMARY OF CATEGORIES	H3			
	Category : Fixed R..... Category : Value R..... Category : Time R.....				
	BILL NO 1	H1			
	EARTHWORKS	H1			
	This Bill of Quantities is measured in accordance with Standard system of measuring building work seventh edition				
	SUPPLEMENTARY PREAMBLES	H2			
	Nature of ground	H3			

	A soils investigation has been carried out on site by the engineer and the report is annexed to these bills of quantities. Descriptions of excavations shall be deemed to include all ground conditions classifiable as "earth" described in the above report and where conditions of a more difficult character are indicated these are separately measured				
	Carting away of excavated material	H3			
	Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site				
	SITE CLEARANCE	H2			
	This Bill of Quantities is measured in accordance with SANS 1200				
	Clear and grub:	H3			
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth bush	m2	496,00		
2	Stripping away average of 150mm top soil and stockpile on site	m2	496,00		
	Demolish and remove structures/buildings:	H3			
3	Existing permanent structures	m2	174,00		
	EXCAVATIONS	H2			
	Excavation in earth not exceeding 2 m deep from reduced level and stock pile on site	H3			
4	In trenches	m3	99,00		
	EXCAVATIONS IN STRATA OF A MORE DIFFICULT CHARACTER	H2			
	Extra over bulk excavation in earth for excavation in	H3			
5	Soft rock	m3	11,00		
6	Hard rock	m3	5,00		
	Extra over all excavations for carting away	H3			
7	Surplus material from excavations and/or stock piles on site to a licensed dumping site to be located by the contractor	m3	65,00		

	Risk of collapse of excavations	H3	-		
8	Sides of trenches not exceeding 1,500 mm deep	m2	352,00		
	Keeping excavations free of water	H3			
9	Keeping excavations free of all water other than subterranean water	Item	1,00		
10	Removal of seepage water and water from other subterranean sources in excavations	Item	1,00		
	FILLING	H2			
	Earth filling obtained from the excavations	H3			
11	Backfilling to trenches	m3	58,00		
	Backfilling material obtained from the excavations and or prescribed stock piles on site	H3			
12	Under floors	m3	74,00		
	Compaction of surfaces in 150 mm layers to 93% MOD AASHTO	H3			
13	Compaction of ground surface under floors including scarifying for a depth of 300 mm, breaking down oversize material, adding suitable material where necessary to 93% Mod AASHTO density	m2	496,00		
	Compaction of surfaces to 93% MOD AASHTO	H3			
14	Compaction of Bottom of trenches	m2	124,00		
	Prescribed density tests on filling	H3			
15	Modified AASHTO Density test	No	3,00		
	SOIL POISONING	H2			
	Soil insecticide to be treated with Aldrin Type according to SABS 0124	H3			
16	Ground under buildings and 2,000 mm around buildings	m2	732,00		
17	To bottoms and sides of trenches	m2	476,00		

	BILL NO 2	H1			
	CONCRETE, FORM WORK AND REINFORCEMENT	H1			
	For preambles see "Model Preambles for Trades"				
	SUPPLEMENTARY PREAMBLES	H2			
	Cost of tests	H3			
	The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the architect. The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the architect. (Test cubes are measured separately)				
	Formwork	H3			
	Description of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use				
	The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself.				
	Formwork to sides of bases, pile caps, ground beams, will only be measured where it is prescribed by the engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"				
	UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES	H2			
	10 MPa/20 mm concrete	H3			
1	Surface blinding under footings and bases	m3	1,00		
	REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES	H2			
	25 MPa/20 mm concrete	H3			
2	Strip footings	m3	39,00		
	REINFORCED CONCRETE	H2			
	25 MPa/20 mm concrete 125 mm thick surface bed	H3			

3	Surface beds on waterproofing	m3	45,00		
	Surface treatment	H3			
4	Wood Float Finish	m2	496,00		
	TEST BLOCKS AND TESTING	H2			
5	Making and testing 150 x 150 x 150 mm concrete strength test cubes (Provisional)	No	7,00		
	MOVEMENT JOINTS	H2			
	Saw cut joints	H3			
6	25 x 3 mm saw cut joints in top of concrete	m	32,00		
	Construction joints	H3			
7	20 mm Joint Filled with Elasto-Plastomeric Sealant	m	118,00		
	Isolation Joint	H3			
8	10 mm Bitumen Impregnated Soft Board	m	118,00		
	REINFORCEMENT (PROVISIONAL)	H2			
	Mild steel reinforcement to structural concrete work	H3			
9	Various diameters	t	2,24		
	Fabric reinforcement	H3			
10	Type 395 fabric reinforcement minimum mesh lap length 300 mm in concrete surface beds	m2	496,00		
	BILL NO 3	H1			
	MASONRY	H1			
	SUPPLEMENTARY PREAMBLES	H2			
	Sizes in descriptions	H3			
	Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick				

	Face bricks	H3			
	Bricks shall be ordered timeously to obtain uniformity in size and colour				
	Pointing	H3			
	Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing				
	Wall ties for blockwork	H3			
	Wall ties shall be polypropylene "Permaties" complying with BS 76377. Ties for hollow walls shall be of sufficient length to allow not less than 75mm of each end to be built into the blockwork. Ties are to be spaced at intervals of not more than 1m in the horizontal direction and not more than 400mm staggered in the vertical direction except at openings, vertical joints or ends of walls where they are to be placed vertically above each other				
	Blockwork	H3			
	Blockwork shall comply with SABS 0145 "Concrete Masonry Construction"				
	Surfaces to be plastered shall have joints raked out to a depth of at least 10mm to provide a key. Cavities of hollow walls shall be kept free of mortar droppings or other undesirable matter. Every second perpend of the bottom course of the external skin of hollow walls shall be left open as a weep hole				
	SAMPLES	H2			
	Samples of all masonry building units, except those for walls described as "load bearing", shall consist of a minimum of 6 units. Samples of building units to be used in walls described as "load bearing" shall consist of 30 units from every 30 000 units delivered to site				
	FOUNDATIONS	H2			
	Brickwork of NFX bricks (14 MPa nominal compressive strength) in class I mortar	H3			
1	One brick walls	m2	105,00		
	SUPERSTRUCTURE	H2			
	Brickwork of NFP bricks in class II mortar stock brick with an average crush strength of 14 MPa as per SABS 227 built in stretcher bond - flush joints, design height 85 mm	H3			
2	Half brick walls	m2	4,00		
3	One brick walls	m2	532,00		

4	Beamfilling	m2	27,00		
5	Brick Piers	m3	2,00		
	BRICKWORK SUNDRIES	H2			
	Brickwork reinforcement	H3			
6	75 mm wide reinforcement built in horizontally	m	8,00		
7	150 mm wide reinforcement built in horizontally	m	086,00 ²		
	Prefabricated reinforced lintels	H3			
8	Not exceeding 1m long	m	41,00		
9	Exceeding 1m long not exceeding 1,5m	m	33,00		
10	Exceeding 1.5m long not exceeding 2m	m	36,00		
	Galvanised wire ties	H3			
11	4 mm diameter roof tie 1,500 mm girth bent double with one end fixed to timber and the other end built into brickwork	No	98,00		
	FACE BRICKWORK	H2			
	Corobrik or similar approved 30 - 40 MPa firelight satin imperial FBX or "similar approved" clay face brick, size 222 x 106 x 73 mm, manufactured in accordance with SANS 227:2007, bedded and jointed in class II mortar and pointed with recessed vertical and recessed horizontal joints, suitable for exposure zones 1 - 3	H3			
12	Extra over brickwork for face brickwork externally	m2	315,00		
13	Extra over brickwork for face on masonry columns	m2	6,00		
	BILL NO 4	H1			
	WATERPROOFING	H1			
	SUPPLEMENTARY PREAMBLES	H2			

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	Waterproofing	H3			
	Waterproofing of roofs, shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs				
	DAMP PROOFING OF WALLS AND FLOORS	H2			
	0,375 mm Polyolefin DPC complying with SANS 925	H3			
1	In walls	m2	40,00		
	0,375 mm Polyolefin DPM complying with SANS 925	H3			
2	Under surface beds	m2	496,00		
	BILL NO 5	H1			
	ROOF COVERINGS	H1			
	PROFILED CONCRETE ROOF TILES AND ACCESSORIES	H2			
	Acrylic coated concrete roof tiles to comply with the requirements of SANS 542-2004 and shall be of profile, colour and finish as agreed with the client. Fixing shall comply with manufacturers recommendations as well as SANS 10062-2003.	H3			
1	Roof covering with pitch not exceeding 26 degrees	m2	595,00		
	Roof ridge	H3			
2	Concrete ridge	m	118,00		
	ROOF INSULATION	H2			
	4mm Alucushion /Bubblefoil FR (fire retardant grade) white polyethylene coated single-sided aluminium, foil insulation (Code: 2906), laid taut over steel purlins complying with SANS 428:2007, and fixed concurrently with roof covering; including white PVC coated straining wires at 383mm centres, ensuring subsequent sheets overlap the previous sheet by 10mm all in accordance to the manufacturer's recommendations	H3			
3	Insulation laid taut over purlins	m2	595,00		
	BILL NO 6	H1			

	CARPENTRY AND JOINERY	H1			
	For preambles see "Model Preambles for Trades"				
	SUPPLEMENTARY PREAMBLES	H2			
	Particle board:	H3			
	Particle board shall comply with the following specifications: a) SABS 1300 Particle board: exterior and flooring type b) SABS 1301 Particle board: interior type				
	Joinery:	H3			
	Descriptions of frames shall be deemed to include frames, transomes, mullions, rails,				
	Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes				
	Fixing	H3			
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete				
	Decorative laminate finish:	H3			
	Laminate finish shall be glued under pressure. Edge strips shall be butt jointed at junctions with adjacent similar finish				
	ROOFS	H2			
	Plate nailed timber roof truss construction	H3			
1	Roof construction to cross hipped roof covering a floor area of 496 Sqm. on plan which includes timber trusses, jack rafters, bracing and hoisting into position approximately 2.5m high above floor level all in accordance with the Architect's drawings	Item	1,00		
	Sawn softwood Grade 4	H3			
2	38 x 114mm wall plate	m	118,00		
	Everite high density plain ungrooved Nutec fascia boards or similar approved, size 225 x 12 mm thick, fixed to 75 x 38 mm tilers batten and 50 x 38 mm support battens between rafters twice screwed with 12 x 40 mm countersunk brass screws at 900 mm centres to support battens with PVC H-profile fascia joiner between boards and PVC H-profile fascia corner joiners at board ends.	H3			
3	Fascia Boards including galvanised steel H-profile jointing strips, fixed to steel frame (e/m)	m	123,00		

	SKIRTING	H2			
	75 x 18 mm SA Meranti skirting with 19 mm Quadrant nailed to walls,	H3			
4	Skirting	m	221,00		
	DOORS	H2			
	Semi-solid core panel as per Architects specification	H3			
5	Single door Type D1 863 x 2030mm charcoal finish	No	11,00		
	Solid hardwood doors with sapele veneer on both sides hung to hardwood frames	H3			
6	Double door Type D3 1000 x 2100mm Pander Coat finish	No	2,00		
	Wrought hardwood flushback doors with sapele veneer hung to steel door frames	H3			
7	Single door Type D4 863 x 2030mm Pander Coat finish	No	2,00		
	FITTINGS	H2			
	Kitchen cupboards with hinges, handles and drawer slides	H3			
8	Sink floor cupboard 5 600 x 600 x 902mm high with 1160 x 535mm sink basin comprising, bottoms, sides, divisions, shelves, backs, doors, etc (concrete slab and sink elsewhere measured) as per architect drawings. (Kitchenette)	No	1,00		
9	Hardwood reception desk 2 600 x 805 x 820mm high comprising tops, bottoms, sides, divisions, brackets, etc. as per specification and drawing No. ADMIN 009 (Reception)	No	1,00		
	BILL NO 7	H1			
	CEILINGS	H1			
	For preambles see "Model Preambles for Trades"				
	SUPPLEMENTARY PREAMBLES	H2			
	Descriptions:	H3			
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete				

	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted" the bolts must be included				
	CEILINGS	H2			
	6 mm gypsum boards nailed to 75 x 38 mm sa pine brandering @ 400 mm c/c with uPvc H-joint strips fixed with flat head clout nails	H3			
1	Ceilings	m2	496,00		
2	Extra over ceilings for trap door	No	4,00		
	Everite nu cornice nu-doric plain 75 polystyrene cove cornice or similar approved, overall size 55 x 55 mm high, fixed to wall and ceiling using nu bond	H3			
3	Cove cornice	m	236,00		
	BILL NO 8	H1			
	IRONMONGERY	H1			
	SUPPLEMENTARY PREAMBLES	H2			
	Finishes to ironmongery	H3			
	Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered CH Chromium plated SC Satin chromium plated SE Silver enamelled GE Grey enamelled AS Anodised silver AB Anodised bronze AG Anodised gold ABL Anodised black PB Polished brass PL Polished and lacquered PT Epoxy coated SD Sanded				
	HINGES, BOLTS, ETC	H2			
	Hinges by door manufacturer	H4			
1	Hinges by manufacturer	No	36,00		
	LOCKS	H2			
	Union or "Similar Approved"	H4			
2	Bathroom indicator lock set	No	4,00		
3	Mortice W/C Indicator (Disabled)-Lock	No	1,00		

4	Union 4 lever lock set with satin chrome handle finish	No	6,00		
5	Union 5 lever lock set with satin chrome handle finish	No	2,00		
6	38 mm diameter. Door stop plugged and screwed to floor with a 50 mm long brass screw	No	17,00		
	HANDLES	H2			
	Doma or "Similar Approved"	H4			
7	32 x 515mm Stainless Steel Pull Handle fixed back-to-back	Pairs	2,00		
	LETTERS, NAMEPLATES, ETC	H2			
	APPROVED	H4			
8	152 152 x 2mm E10 - Male	No	1,00		
9	152 152 x 2mm E11 - Female	No	1,00		
10	152 152 x 2mm E14 - Paraplegic	No	1,00		
11	152 152 x 2mm E06- Fire Extinguisher	No	1,00		
12	152 152 x 2mm E05 - Fire Hole Reel	No	1,00		
	BATHROOM FITTINGS	H2			
	APPROVED	H4			
13	Approved Grade 304 18/10 stainless steel with "Approved" grip paraplegic grab rails, size 640 x 640 x 96mm deep, plugged and screwed to the wall with stainless steel screws	No	1,00		
	Miscellaneous	H4			
14	Toilet roll holder fixed to brickwork - lockable TR2	No	5,00		
			-		
	BILL NO 9	H1			
	METALWORK	H1			

	For preambles see "Model Preambles for Trades"				
	SUPPLEMENTARY PREAMBLES	H2			
	Descriptions	H3			
	Descriptions of bolts shall be deemed to include nuts and washers				
	Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete				
	Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described				
	PRESSED STEEL DOOR FRAMES	H2			
	Standard 1,2 mm double rebated hot dipped galvanized pressed metal frame, complete with straps for building in, 2 x 100 mm galvanized and welded loose pin hinges, adjust chrome plated striking plate	H3			
1	Frame for door type 813 x 2,125 mm high	No	13,00		
2	Frame for Double Door type 1,000 x 2,125 mm high	No	1,00		
	ALUMINIUM WINDOWS	H2			
	Anodised standard residential windows including factory fitted burglar bars were applicable and standard brass fittings (glazing measured elsewhere)	H3			
3	Window type W1 size 533 x 654 mm high	No	5,00		
4	Window type W2 size 1,022 x 949 mm high	No	1,00		
5	Window type W3 size 1,511 x 1227 mm high	No	8,00		
6	Window type W4, size 533 x 1540 mm high	No	3,00		
7	Window type W5, size 1022 x 1540 mm high	No	12,00		
	ALUMINIUM DOORS/WINDOWS	H2			
	Anodized aluminium doors as per AAAMSA specifications.	H3			
8	Door type D2 size 1,800 x 2,100 mm high	No	1,00		

	BILL NO 10	H1			
	PLASTERING	H1			
	SCREEDS	H2			
	25 mm 1: 4 sand cement screed steel troweled or wood floated to smooth even finish as per SANS 10109 part 2 finishes to concrete floors	H3			
1	On floors	m2	496,00		
	INTERNAL PLASTER	H2			
	One coat 1-5 sand/cement plaster finished with wood float to a smooth flat finish	H3			
2	On walls	m2	626,00		
3	On narrow widths	m2	51,00		
	BILL NO 11	H1			
	TILING	H1			
	SUPPLEMENTARY PREAMBLES	H2			
	Descriptions	H3			
	Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding				
	WALL TILING	H2			
	White glazed ceramic wall tiles with 4 PEI Rating, size 200 x 200 x 3mm thick, fixed to internal walls plaster backing with SABS approved tile adhesive with 3 - 5mm joints continuous in both directions with tinted waterproof jointing compound (PC Amount R150/m2 Vat excl delivered to site)	H3			
1	On walls	m2	125,00		
2	Narrow widths	m2	2,00		

	FLOOR TILING	H2			
	Cement Gris Porcelain floor tiles with 4 PEI Rating size 600 x 600 x 10 thick fixed to internal floor screed with SABS approved tile adhesive, using a notched trowel, with 3 - 5mm joint continuous in both directions and grouted with tinted waterproof jointing tile grout (PC R255.00/m2 Vat excl. delivered to site)	H3			
3	On floors	m2	496,00		
	BILL NO. 12	H1			
	PLUMBING AND DRAINAGE	H1			
	SUPPLEMENTARY PREAMBLES	H1			
	Polycop polypropylene pipes:	H2			
	Polypropylene pipes 54mm diameter and under shall be seamless copper coloured class 16 pipes jointed with Fast-fuse heat welded thermoplastic or brass compression fittings as designed for use with copper pipes as stated				
	Pipes shall be firmly fixed to walls etc with coloured nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturer's instructions				
	All pipe diameters are nominal external				
	Polylink polypropylene pipes:	H3			
	Polypropylene pipes 63mm diameter and over shall be class 12 pipes jointed with cast iron "Supraclamp" running joints	H3			
	Fusion welded bends, once or twice mitred as necessary, and tees shall be factory manufactured				
	Fusion welded bends and tees shall include jointing to pipes with PVC rubber ring double Z joint couplers				
	Branch tees shall include flanged and bolted joints to Polycop branch pipes in addition and for brass compression male iron to copper straight couplers				
	Reducers shall include jointing to pipes with PVC rubber ring double Z joint couplers and reducers shall be of sufficient overall length to accommodate same				
	All pipes shall be jointed and fixed strictly in accordance with the manufacturer's instructions				
	All pipe diameters are nominal external				

Concrete pipes:	H3			
Pipes shall be jointed with ogee joints with rubber collars or socket and spigot joints with rubber rings				
Vitrified clay pipes:	H3			
Pipes shall rest on solid ground and, where necessary, pockets of sufficient size shall be cut around joints to enable the jointing to be properly performed or, alternatively, pipes shall be bedded full length on and including unreinforced concrete laid in a semi-dry state immediately before pipes are laid				
Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings				
uPVC pipes and fittings	H3			
Soil, waste and vent pipes and fittings shall be solvent weld jointed				
uPVC pressure pipes and fittings	H3			
Pipes for water supply shall be of the class stated				
Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings				
Pipes of 50mm diameter and greater shall have sockets and spigots with push in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints				
Copper pipes	H3			
Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-siphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground				
Fixing of pipes	H3			
Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level	H3			
Lead pipes and fittings	H3			
All soldered joints shall be wiped and brass unions shall be used for jointing lead to steel				
Reducing fittings	H3			

Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained				
Wire gratings	H3			
Descriptions of gutter outlets etc shall be deemed to include wire balloon gratings				
Septic tanks	H3			
Descriptions of septic tanks shall be deemed to include excavation, bedding and jointing, concrete base slabs, jointing to drains and backfilling, compaction, etc all in accordance with the manufacturer's instructions				
Exposed concrete surfaces	H3			
Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gulley tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster				
Excavations	H3			
No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling				
Soft rock and "hard rock" shall be as defined in "Earthworks"				
Laying, backfilling, bedding, etc. of pipes	H3			
Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions				
Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 L : Medium-pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB : Earthworks (Pipe trenches) Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200 LB : Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding				
Flush pans	H3			
Flush pans shall have straight or side outlets and "P" or "S" traps as necessary				
Stainless steel basins, sinks, wash troughs, urinals, etc.	H3			
Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable				

	Waste unions	H3			
	Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings				
	Steel sectional water tanks	H3			
	Tanks shall comply with SABS CKS 114				
	Densyl petrolatum anti-corrosion tape as manufactured by Denso SA (Pty) Ltd.	H3			
	Pipes to be taped shall be coated with the appropriate primer and the tape shall be applied with minimum 15mm lap per spiral unless otherwise described				
	Couplings and fittings to pipes shall be taped in strict accordance with the manufacturer's instructions including all mastic, tape, "Layflat" sheeting, securing of same, etc				
	SOIL DRAINAGE	H2			
	uPVC pipes	H3			
1	110mm Pipes vertically or ramped to cleaning eyes etc (no excavation)	m	1,00		
2	110mm Pipes laid in and including trenches not exceeding 1m deep	m	65,00		
	Extra over "Corflo" double walled radial ribbed uPVC pipes with integral moulded cuff joints and rubber seal rings for uPVC fittings	H3			
3	110mm Bend	No	4,00		
4	110mm Junction	No	1,00		
	uPVC gulleys	H3			
5	110mm Gully not exceeding 750mm deep including standard pre-cast concrete surround	No	1,00		
	Inspection chambers (covers elsewhere)	H3			
6	Inspection chamber 450 x 600mm x exceeding 750mm and not exceeding 1000mm deep internally	No	1,00		
	Covers, etc	H3			
7	450 x 600mm x 74kg Type 8A cast iron double seal manhole cover and frame	No	1,00		

	SUNDRIES	H2			
8	110mm uPVC "ABC" cleaning eye	No	1,00		
9	Extra over excavation in earth for pipe trenches, chambers, etc for excavation in soft rock	m3	2,00		
10	Extra over excavation in earth for pipe trenches, chambers, etc for excavation in Hard rock	m3	3,00		
11	Cutting into existing 110mm drain pipe for and forming junction with 110mm pipe	No	1,00		
	SANITARY FITTINGS	H2			
	Plumbcrazy Grade 304 stainless steel	H3			
12	Franke Curvline CVN611 Single end bowl sink and drainer 860x435mm wide including fixing to concrete vanities	No	1,00		
	Vaal	H3			
13	Vaal Sanitaryware Concorde 610 vitreous china wall mounted basin colour White (code: 7024), size 610 x 460mm with two tapholes, including integrated overflow and chainstay hole bolted to wall with two 10mm bolts (code: 8448Z0) and including Universal half pedestal and hanger mechanism (code: 715221) and sealed with silicone sealant where basin meets wall.	No	5,00		
14	Klip low level wc suite comprising pan with double flap heavy duty plastic seat and matching 9 litre cistern with flush pipe	No	6,00		
15	Protea paraplegic low level wc suite comprising pan with double flap heavy duty plastic seat and matching 9 litre cistern with flush pipe and purpose made cp side flushpipe	No	1,00		
16	415 x 315 x 275mm Flatback wall hung bowl urinal with spreader (flushing valve elsewhere)	No	3,00		
	WASTE UNIONS ETC	H2			
	Cobra Watertech	H3			
17	38mm "Cobra 316" unslotted waste and plug with chain	No	5,00		
18	40mm "316CP" Bath or sink waste union	No	1,00		
	TRAPS ETC	H3			
	Cobra Watertech	H3			

19	Cobra Watertech 32mm chrome plated deep seal bottle trap with outlet for 50mm PVC (Code: 345/50).	No	12,00		
	TAPS, VALVES, ETC	H2			
	Cobra Watertech	H3			
20	Cobra Watertech Star 15mm pillar tap with flanged backnut (Code: 211-15), manufactured in accordance with SANS 226:2004 Type 2 (BS 5412).	No	5,00		
21	Cobra Ref. 232/350 Angle regulating valve	No	26,00		
22	15mm "166/041CP Carina" wall type sink mixer	No	1,00		
23	Cobra Watertech 15mm chrome plated square pattern elbow action pillar tap with aerator with blue indicator for cold water (Code: 505-21B), manufactured in accordance with SANS 226:2004 Type 2 (BS 5412).	No	2,00		
24	Cobra Watertech 15mm chrome plated square pattern elbow action pillar tap with aerator with red indicator for hot water (Code: 505-21R), manufactured in accordance with SANS 226:2004 Type 2 (BS 5412).	No	2,00		
25	Cobra Watertech 15mm F x F chrome plated fullway ball valve with plastic coated plated steel lever handle (Code: 1090-15).	No	2,00		
26	Cobra Ref. FJ6.000 "Flushmaster Junior" exposed top entry urinal flushvalve complete with Cobra Ref. FJT5.4 connector and spray rose	No	3,00		
	SANITARY PLUMBING	H2			
	uPVC pipes	H3			
27	50mm Pipes	m	30,00		
28	110mm Pipes	m	7,00		
29	50mm Pipes chased into brick walls	m	3,00		
30	50mm Pipes laid in and including trenches not exceeding 1m deep	m	20,00		
31	110mm Pipes laid in and including trenches not exceeding 1m deep under surface beds	m	1,00		
	Extra over uPVC pipes for fittings	H3			
32	110mm Pan connector	No	8,00		

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33	50mm Bend	No	16,00		
34	100mm Bend	No	2,00		
35	50mm Junction	No	11,00		
36	110mm Junction	No	1,00		
37	110 x 50mm Reducing junction	No	2,00		
38	110mm Access bend	No	1,00		
39	110mm x 50 x 110mm Reducing junction	No	1,00		
40	110mm "GI Two-way" vent valve	No	1,00		
	WATER SUPPLIES	H2			
	Class 6 HDPE pipes with solvent welded joints	H3			
41	32mm Pipes laid in and including trenches not exceeding 1m deep	m	63,00		
	Extra over class 16 uPVC pressure pipes for fittings with solvent welded joints	H3			
42	32mm Bend	No	4,00		
43	32mm Reducer	No	2,00		
44	32mm Tee	No	1,00		
	Class 0 copper pipes	H3			
45	15mm Pipes	m	80,00		
46	22mm Pipes	m	22,00		
	Extra over class 0 copper pipes for capillary fittings	H3			
47	15mm Fittings	No	103,00		

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48	22mm Fittings	No	11,00		
	ELECTRIC WATER HEATERS	H2			
	Kwikot	H3			
49	Kwikot 10 Litre Under basin electric water heater (Code : FPRX-10-UB) complying with SABS 151-2002, overall size 340 x 330mm high, operating at 0kPa with temperature and pressure safety relief valve including 20mm female draincock with inlet compression.	No	1,00		
	Class 0 copper pipes with capillary couplings	H3			
50	50mm Pipes	m	3,00		
	Extra over class 0 copper pipes for capillary fittings	H3			
51	50mm Union	No	2,00		
52	50mm Elbow	No	2,00		
53	50mm Reducing bush	No	2,00		
	FIRE APPLIANCES ETC	H2			
	'Chubb'	H3			
54	4,5kg CO2 fire extinguisher with hook made of 120 x 20 x 2mm mild steel strip bent to form hook for extinguisher screwed twice to and including 520 x 100 x 22mm hardwood, hardwood screwed to wall with six (6) screws and plugs, including finishing hardwood with one coat dark stain and two coats clear suede polyurethane varnish	No	4,00		
	TESTING	H2			
55	Provide all necessary water, etc., for and test the whole of the plumbing services, sanitary fittings, pumps, etc., and in stages as deemed necessary, including chlorination, complete to the satisfaction of the architect and the local authority, replace any defective work free of charge, including any necessary re-testing and leave in perfect condition upon completion	Item	1,00		
	BILL NO 12	H1			
	GLAZING	H1			
	For preambles see "Model Preambles for Trades"				
	GLAZING TO STEEL WITH PUTTY	H2			

	4 mm Clear float glass with steel putty on hot dipped galvanised standard residential windows	H3			
1	Panes exceeding 0.1m2	m2	6,00		
	4 mm obscure safety glass with steel putty on hot dipped galvanised standard residential windows	H3			
2	Panes exceeding 0.1m2	m2	7,00		
	6mm Silvered float glass copper backed mirrors with bevelled edges, holed for and fixed with chromium plated dome capped mirror screws with rubber buffers plugs in brick or concrete	H3			
3	Mirror 450 x 600mm high with four screws	No	9,00		
	BILL NO 13	H1			
	PAINTWORK	H1			
	SUPPLEMENTARY PREAMBLES	H2			
	WALLS	H2			
	Plascon Plascoguard Gehopon 3000 WB to interior new cement plaster (NW 210). One prime coat sealer Gehopon 7 (GW7) and two coats of 3000 WB (GW 3000).	H3			
1	Internal walls	m2	626,00		
2	Narrow widths	m2	51,00		
	PLASTER BOARD SURFACES WITH	H2			
	One coat plascon plaster primer (uc 56) and two coats Double velvet (VEL) to:	H3			
3	Ceilings & Cornices	m2	496,00		
	WOOD SURFACES	H2			
	One coat oil wood primer, one coat universal undercoat and two coats Dulux gloss enamel (nw 275)	H3			
4	Doors	m2	53,00		

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5	Skirting, rails, not exceeding 300 mm girth	m	221,00		
6	On fascia Boards	m	21,00		
	ON METAL	H2			
	Spot priming defects in pre-primed surface, apply one coat Dulux Duraphos Primer" one coat "Dulux Duragrip Undercoat" and two coats "Dulux Dura 100 Gloss Enamel Paint "or similar approved on steel	H3			
7	Doors Frames	m2	20,00		
8	On windows with burglar bars	m	78,00		
1	EARTHWORKS	Page	34,00		
2	CONCRETE, FORMWORK AND REINFORCEMENT	Page	37,00		
3	MASONRY	Page	40,00		
4	WATERPROOFING	Page	41,00		
5	ROOF COVERING	Page	42,00		
6	CARPENTRY AND JOINERY	Page	45,00		
7	CEILINGS	Page	46,00		
8	IRONMONGERY	Page	48,00		
9	METAL WORK	Page	50,00		
10	PLASTERING	Page	51,00		
11	TILING	Page	52,00		
12	PLUMBING & DRAINAGE	Page	62,00		

13	GLAZING	Page	63,00		
14	PAINTWORK	Page	65,00		
	BILL NO 14	H1			
	EXTERNAL WORKS	H1			
	APRONS	H2			
	Compaction of surfaces in 2 x 150 mm layers to 90% MOD AASHTO	H3			
1	Compaction of ground surface under aprons including scarifying for a depth of 150 mm, breaking down oversize material, adding suitable material where necessary to 90% Mod AASHTO density	m2	123,00		
	20 MPa/19 mm concrete	H3			
2	Apron in panels	m3	11,00		
3	Stormwater channel cast with apron	m	123,00		
	Surface treatment	H3			
4	Wood Float Finish to falls	m2	123,00		
	Smooth formwork to side	H3			
5	Edges risers, ends and reveals not exceeding 300mm high or wide	m2	12,00		
	BILL NO 15	H1			
	PROVISIONAL SUMS	H1			
	SUPPLEMENTARY PREAMBLES	H2			
	Electrical Installation Within the Building	H3			
1	Allow for Provisional Sum for Electrical Installation within the building, excluding power supply (measured elsewhere) to be used at the discretion of the Principal Agent or deducted in whole or in part if not required	SUM	100 000,00		
2	Profit	%IT			
3	Attendance	%IT			

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	Perimeter Fencing	H3			
4	Allow for Provisional Sum for Perimeter Fencing and Gates to be used at the discretion of the Principal Agent or deducted in whole or in part if not required	SUM	50 000,00		
5	Profit	%IT			
6	Attendance	%IT			
	Covered Carpots	H3			
7	Allow for Provisional Sum for Covered Car Ports to be used at the discretion of the Principal Agent or deducted in whole or in part if not required	SUM	100 000,00		
8	Profit	%IT			
9	Attendance	%IT			
	External Paving	H3			
10	Allow for Provisional Sum for External Paving to the driveway and car ports to be used at the discretion of the Principal Agent or deducted in whole or in part if not required	SUM	50 000,00		
11	Profit	%IT			
12	Attendance	%IT			
	BILL NO 16	H1			
	SITE WITHOUT MUNICIPAL SERVICES	H1			
	SUPPLEMENTARY PREAMBLES	H2			
	Borehole	H3			
1	Allow for Provisional sum for Borehole Drilling, lining and registration to be used at the discretion of the Principal Agent or deducted in whole or in part if not required	SUM	70 000,00		
2	Profit	%IT			
3	Attendance	%IT			
	Solar Borehole Pump	H3			
4	Allow for Provisional Sum for a Solar Borehole Pump including panels, erection structure, electrical works and connection to be used at the discretion of the Principal Agent or deducted in whole or in part if not required	SUM	100 000,00		

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5	Profit	%IT			
6	Attendance	%IT			
	5,000l Tank and 4m High Structural Steel Stand	H3			
7	Allow for Provisional Sum for a 5,000l Water Storage Tank on a 4 m High Structural Steel Stand, including connection to the borehole and Traditional Court building; to be used at the discretion of the Principal Agent or deducted in whole or in part if not required	SUM	30 000,00		
8	Profit	%IT			
9	Attendance	%IT			
	Septic Tank and Soakaway	H3			
10	Allow for Provisional sum for Septic Tank and Soakaway to be used at the discretion of the Principal Agent or deducted in whole or in part if not required	SUM	30 000,00		
11	Profit	%IT			
12	Attendance	%IT			
	3kVA Solar Installation comprising of 4 No PV panels, hybrid inverter and 1 No 5kWH Lithium Iron Battery	H3			
13	Allow for Provisional Sum for Solar Installation to be used at the discretion of the Principal Agent or deducted in whole or in part if not required	SUM	70 000,00		
14	Profit	%IT			
15	Attendance	%IT			
	BILL NO 17	H1			
	SPECIALIST SERVICES	H1			
	SUPPLEMENTARY PREAMBLES	H2			
	Specialists designated in the "Professional" category are to provide proof of registration with the appropriate Built Environment Council, as well as proof they are in Good Standing. Valid Professional Indemnity Insurance in the sum of at least R5M for each and every claim is to be furnished				
	The appropriate PROCSA Agreement is to be entered into between the Contractor and the Professional specialist, where the specialist acts as an Agent of the Employer				
	Professional Architectural Services	H3			

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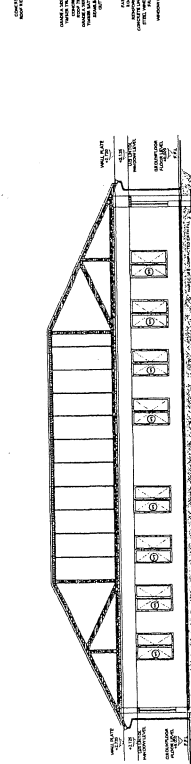
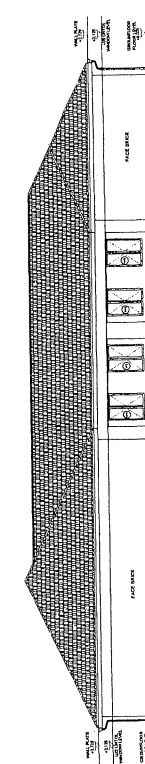
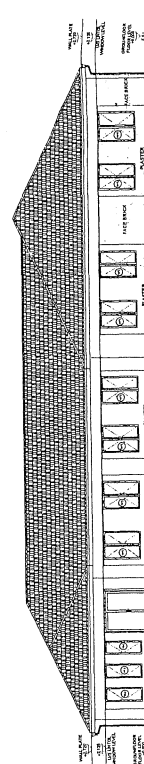
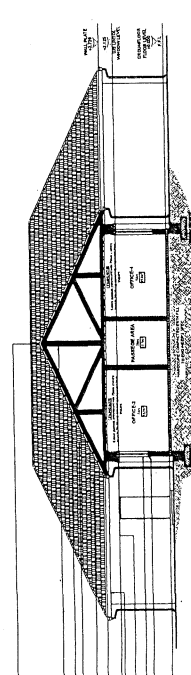
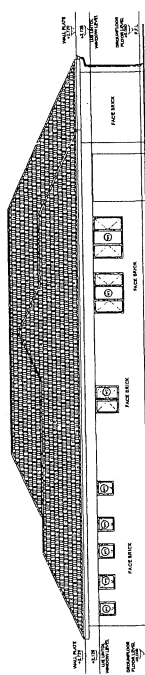
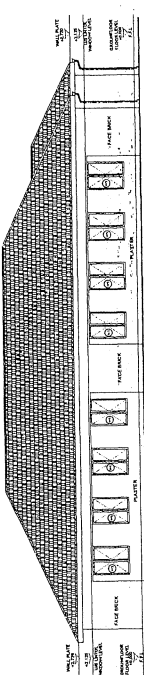
1	Allow for a Provision for Professional Architectural services to be rendered by a party registered in the appropriate category with the South African Council for the Architectural Profession, to be used at the discretion of the Principal Agent or deducted in whole or in part if not required	%			
2	Profit	%IT			
	Professional Quantity Surveyor Services	H3			
3	Allow for a Provision for Professional Quantity Surveying services to be rendered by a party registered in the appropriate category with the South African Council for the Quantity Surveying Profession, to be used at the discretion of the Principal Agent or deducted in whole or in part if not required	SUM	100 000,00		
4	Profit	%IT			
	Professional Civil Engineer Services	H3			
5	Allow for a Provision for Professional Civil Engineer services to be rendered by a party registered in the appropriate category with the Engineering Council of South Africa, to be used at the discretion of the Principal Agent or deducted in whole or in part if not required	SUM	50 000,00		
6	Profit	%IT			
	Professional Structural Engineer Services	H3			
	Professional Electrical Engineer Services	H3			
9	Allow for a Provision for Professional Electrical Engineer services to be rendered by a party registered in the appropriate category with the Engineering Council of South Africa, to be used at the discretion of the Principal Agent or deducted in whole or in part if not required	SUM	50 000,00		
10	Profit	%IT			
	Professional Construction Health and Safety Agent Services	H3			
11	Allow for a Provision for Professional Construction Health and Safety Agent services to be rendered by a party registered in the appropriate category with the South African Council for the Project and Construction Management Profession, to be used at the discretion of the Principal Agent or deducted in whole or in part if not required	SUM	50 000,00		
12	Profit	%IT			
	Disbursements for Specialist Services	H3			
13	Allow for a Provision for Disbursements for Specialist services to be used at the discretion of the Principal Agent or deducted in whole or in part if not required	SUM	50 000,00		
14	Profit	%IT			

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	Land Surveyor	H3			
15	Allow for a Provision for Land Surveyor services in a direct contract between the Contractor and the Land Surveyor, to be used at the discretion of the Principal Agent or deducted in whole or in part if not required	SUM	30 000,00		
16	Profit	%IT			
	Geotechnical Specialist	H3	-		
17	Allow for a Provision for Geotechnical Specialist services in a direct contract between the Contractor and the Geotechnical Specialist, to be used at the discretion of the Principal Agent or deducted in whole or in part if not required	SUM	30 000,00		
18	Profit	%IT			
	Community Liaison Officer (CLO)	H3	-		
17	Allow for a Provision for CLO services in a direct contract between the Contractor and the Geotechnical Specialist, to be used at the discretion of the Principal Agent or deducted in whole or in part if not required	SUM	30 000,00		
18	Profit	%IT			
	BILL NO 18	H1			
	SITE WITH MUNICIPAL SERVICES	H1			
	SUPPLEMENTARY PREAMBLES	H2			
	Electrical Connection Fees	H3			
1	Allow for Provisional Sum for Electrical Connection Fees to be used at the discretion of the Principal Agent or deducted in whole or in part if not required	SUM	20 000,00		
2	Profit	%IT			
	Water Connection Fees	H3			
3	Allow for Provisional Sum for Water Connection Fees	SUM	20 000,00		
4	Profit	%IT			
	Sewer Connection Fees	H3			
5	Allow for a Provisional Sum for Sewer Connection to be used at the discretion of the Principal Agent or deducted in whole or in part if not required	SUM	20 000,00		

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6	Profit	%IT			
1	PROVISION FOR BUILDING WORKS & FURNITURE	Page	69,00	0	
2	SITE WITHOUT MUNICIPAL SERVICES	Page	71,00	0	
3	PROFESSIONAL FEES	Page	74,00	0	
4	SITE WITH MUNICIPAL SERVICES	Page	75,00	0	
1	PRELIMINARIES AND GENERAL	Page	31,00	0	
2	BUILDING WORKS	Page	66,00	0	
3	EXTERNAL WORKS	Page	67,00	0	
4	PROVISIONAL SUMS	Page	76,00	0	
	SUB TOTAL	ST	-		
	CONTINGENCIES	H2	-		
	Provide for Contingencies, to be used at the discretion of the Principal Agent or deducted in whole or in part if not required	%	10,00		
	Sub-Total	ST	-		
	Value Added Tax	%	15,00		
	TOTAL				

[illegible][illegible]



TAX CLEARANCE

TCC 001

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

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

Particulars of applicantName/Legal name
(Initials & Surname
or registered name)Trading name
(if applicable)

ID/Passport no

Company/Close Corp.
registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax
no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax
no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender
amount

R

Expected duration
of the tender

year(s)

Particulars of the 3 largest contracts previously awarded

Date started

Date finalised

Principal

Contact person

Telephone number

Amount

Audit

Are you currently aware of any Audit investigation against you/the company?
If "YES" provide details

YES

NO

Appointment of representative/agent (Power of Attorney)

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

I hereby authorise and instruct

SARS the applicable Tax Clearance Certificate on my/our behalf.

to apply to and receive from

Signature of representative/agent

Date

Name of
representative/
agent

Declaration

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

Signature of applicant/Public Officer

Date

Name of applicant/
Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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

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

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

2.2.1 If so, furnish particulars:

.....
 ...

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

.....

.....

Signature

Date

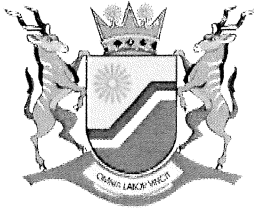
.....

...

Position

.....

Name of bidder



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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system

is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Woman		3 points		
Disabled		3 points		
Youth		3 points		
Locality: Mpumalanga Province- Relevant Municipality Within Which The Traditional council Is Located (Attach proof of Company Business Address)		11 points		
TOTAL POINTS		20 POINTS		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company _____ registration _____ number:
.....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One-person business/sole propriety
Close corporation
Public Company

Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company
[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

NB

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

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

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

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

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017

promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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
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6. Patent rights
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8. Inspections, tests and analysis
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11. Insurance
12. Transportation
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19. Assignment
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22. Penalties
23. Termination for default
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25. Force Majeure
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27. Settlement of disputes
28. Limitation of liability
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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 Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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