AN AGENCY OF THE DEPARTMENT OF SPORT, ARTS AND CULTURE

SOUTH AFRICAN HERITAGE RESOURCES AGENCY

TENDER DOCUMENT FOR CONTRACT NUMBER: SAHRA/PFU/PO/09/2024 CONTRACT NAME: CONSTRUCTION AND EXECUTION OF A PERIMETER FENCE AND RELATED WORKS TO THE PAARL OFFICES DATE: SEPTEMBER 2024 TWO VOLUMES

Tenderer:	
Contact person:	
Email address:	
Contact number:	

Prepared for:

SOUTH AFRICAN HERITAGE RESOURCES AGENCY
111 Harrington Street
CAPE TOWN
6056

Contact Person: Ms Yonela Somtsewu
Supply Chain Management: Manager
Email: ysomtsewu@sahra.org.za
Tel: 021 202 8629

Prepared by:

TUSK CONSTRUCTION SUPPORT SERVICES
2nd Floor, Panorama Building,
Tygerberg Office Park, Plattekloof,
Cape Town, 7500
www.Tuskcss.co.za

Contact Person: Mr Rolan le Roux
Email: rolan@tuskcss.co.za
Tel: 021 424 4580

CONTENTS

VOLUME 1 - TENDER	
T1	**TENDERING PROCEDURES**
T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
T1.3	Standard Conditions of Tender
T2	**RETURNABLE DOCUMENTS AND SCHEDULES**
T2.1	List of Returnable Documents and Schedules
T2.2	Returnable Documents and Schedules for Preference Scoring
T2.3	Returnable Documents and Schedules for Functionality Scoring
VOLUME 2 - CONTRACT	
C1	**AGREEMENT AND CONTRACT DATA**
C1.1	BILL OF QUANTITIES
C1.2	ANNEXURE A: MINOR WORKS AGREEMENT
C1.3	ANNEXURE B: MINOR WORKS AGREEMENT: CONTRACT DATA
C1.4	ANNEXURE C: PRELIMINARIES
C1.5	ANNEXURE D: PRELIMINARIES SCHEDULE
C1.6	ANNEXURE E: MODEL PREAMBLES FOR TRADES 2017
C1.7	ANNEXURE F: HEALTH AND SAFETY SPECIFICATION
C1.8	ANNEXURE G: CONTRACT DRAWINGS
C1.9	ANNEXURE H: PRINCIPAL AGENT: DELEGATED AUTHORITY
C1.10	ANNEXURE I: GENERAL CONDITIONS OF CONTRACT

VOLUME 1 - TENDER

T1 TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

T1.3 Standard Conditions of Tender

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SOUTH AFRICAN HERITAGE RESOURCES AGENCY invites tenders for the Construction and execution of a perimeter fence and related works to the Paarl Offices, Western Cape.

It is estimated that tenderers must have a CIDB contractor grading of **3 SQ or 3 GB (Higher**)

Preferences are offered to tenderers in accordance with the Preferential Procurement Regulations, 2022. The Contract Sum is estimated to not exceed R50 million, therefore the **80/20** Preference Point System will be applied to this tender.

Only tenderers who satisfy the eligibility criteria eligible to submit tenders.

Queries relating to the issue of these documents may be addressed to:
Contact Person: Ms Yonela Somtsewu
Email: ysomtsewu@sahra.org.za
Tel: 021 202 8629

A **compulsory site clarification meeting** with representatives of the Employer and the Employer's Agent will take place at Farm 1341, Paarl, Roggeland Rd, Paarl, 7646 on **Friday, 13 September 2024 starting at 11:30. Co-Cordinates: -33.695043° 19.007870°**. An attendee(s) arriving 10 minutes late or more will not be allowed to attend the clarification meeting and will not be allowed to sign the attendance register. Tenderers shall sign the attendance list in the name of the tendering entity. An attendee may only sign the attendance register for one tendering entity.

The closing time for receipt of tenders is **11:00 on Thursday, 26 September 2024**. Tenders must only be submitted on the tender documentation that is issued. Printed and binded tender bids to be submitted at SAHRA Head Office, Cape Town, 111 Harrington Street at the main tender box.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

T1.2 TENDER DATA

The Conditions of Tender are the Standard Conditions of Tender as contained in Annexure B of Department of Public Works Notice 425 of 2019, CIDB Standard for Uniformity (SFU) in Engineering and Construction Works, August 2019.

The Standard Conditions of Tender make several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each clause below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Data
C1	The employer is **SOUTH AFRICAN HERITAGE RESOURCES AGENCY.**
C1.2	Refer to the **CONTENTS** of this document for a complete list of tender documents issued by the Employer.
C1.4	The Employer's Agent is: **TUSK CONSTRUCTION SUPPORT SERVICES (PTY) LTD** 2nd Floor, Panorama Building, Tygerberg Office Park, Plattekloof, Cape Town, 7500 Contact Person: Rolan le Roux Email: rolan@tuskcss.co.za Tel: 021 424 4580
C1.4	The language for communications is English.
C1.6	A competitive negotiation procedure or proposal procedure using the two-stage system will not to be used.
C2.1 C2.1.1	Add the following to C.2.1 **Eligibility Criteria** Only those tenderers who substantiate their offer by providing sufficient proof, relevant to each of the following criteria and in terms of the scope of work included in this contract, are eligible to submit tenders: a) Must comply with a CIDB grading of 3 SQ or 3 GB or higher. **T2.1.9** b) Attendance of the compulsory site clarification meeting. (Signed attendance register) **T2.1.11** Only those tenderers who are registered with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a **3 SQ or 3GB** class of construction work, are eligible to have their tenders evaluated. Joint Ventures are eligible to submit tenders provided that: 1. Every member of the joint venture is registered with the CIDB.

Clause	Data
	2. the lead partner has a contractor grading designation in the SQ or GB class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status. 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a SQ or GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.
C2.2	The Employer will not compensate the Tenderer for any costs incurred for making a tender submission or for attending tender interviews in the office of the Employer or the Employer's Agent.
C2.7	The arrangements are as stated in the tender notice and invitation to tender. Addenda will be issued to, and tenders will be received only from, those tendering entities appearing on the attendance list.
C2.12	No alterative offers will be considered.
C2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original copy.
C2.13.6	A two-envelope procedure is not required.
C2.13.7	The tender shall be enclosed in a sealed envelope, bearing the correct identification details as below: Tender reference number: **SAHRA/PFU/PO/09/2024** Title of Tender: Construction of Perimeter Fence and Related Works to the Paarl Offices, Dal Josefat Farm in Paarl, Western Cape. The employer's address for delivery of tender offers is: SOUTH AFRICAN HERITAGE RESOURCES AGENCY 111 HARRINGTON STREET CAPE TOWN 8001
C2.15	This address is available from 8:00 - 16:00 on working days for delivery of tender offers. The closing time for submission of tender offers is as stipulated in T1.1 Tender Notice and Invitation to Tender.
C2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers shall not be accepted.

Clause	Data
C2.14	The Tenderer is required to submit with his tender all returnable schedules. No Tenderer will be allowed to submit documentation or sign any of the schedules after the tender has closed unless specified otherwise. Failure to complete and submit: 1. Returnable Schedules for Tender Evaluation Purposes T2.1 will result in the tender being declared non-responsive unless indicated otherwise in this clause. 2. Returnable Schedule T2.2 for Preference Scoring Purposes will result in the Tenderer scoring zero points for preference. 3. Returnable Schedules for Eligibility Purposes T2.3 will result in the Tenderer scoring zero points for eligibility for the relevant criteria for which documents were not provided. **Note**: A Tenderer will <u>not</u> be allowed to sign any of the tender documents after the tender has closed. A Tenderer will <u>not</u> be allowed to submit Returnable Documentation after the tender has closed unless indicated otherwise.
C2.15	The closing time for submission of tender offers is as stipulated in T1.1 Tender Notice and Invitation to Tender.
C2.16	The tender offer validity period is 90 days.
C.2.17	Add the following to C.2.17: A tender will be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request for such clarification. A tender will also be rejected as non-responsive if the tenderer fails, within the time stated in writing by the Employer, to comply with the requirements of C.3.8
C2.19	Access to site shall be provided during working hours to tenderers by prior arrangement.
C2.22	Tender documentation submitted will not be returned to the Tenderer.
C3.4	The time and location for opening of the tender offers are: **4 September 2024, 11:00** SAHRA Head Office, Cape Town branch 111 Harrington Street Cape Town
C3.8	Add the following: **<u>RESPONSIVENESS CRITERIA</u>** Tenders will be considered non-responsive if, inter alia: (This is a requirement on **submission** of bid document) a) The tenderer did not sign and complete the Form of Offer part Contract Data C1.1, b) The tenderer does not comply with the eligibility criteria listed in Tender Data C2.1.1, c) The tenderer has failed to comply with the specifications as advertised,

Clause	Data
	d) The tenderer has failed to comply with the Pricing instructions, e) The tenderer has failed to comply with the Additional Conditions of Tender as specified in Clause C.4.6, and f) The tenderer has failed to comply with the Scope of Works. The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.
C.3.9.5	Add the following sub-clause C.3.9: Check responsive tender offers for unbalanced unit rates and request tenderers to consider amending and adjusting any rates declared unbalanced by the Employer in accordance with C.4.4 while retaining the total of the prices derived after any correction made in terms of this condition to tender. Reject a tender offer if the tenderer does not correct or accept the correction of arithmetical errors and consider rejection of a tender offer if the tenderer refuses to amend/adjust an unreasonable, unbalanced rate in the manner described above.
C3.11.1	Add the following: Tenders shall be evaluated in terms of the Preferential Procurement Regulations 2022. The value of the tender is estimated to not exceed R 50 000 000-00 and therefore the 80/20 system shall be applicable. The financial offer will be scored using the formula ***NFO = W1 x A*** where the value of ***W1*** is 80 points and ***A*** is the number calculated using the formula describe below. Up to a maximum of 20 points for this tender, will be awarded in terms of the specific goal specified for the tender $$A = (1 - (\frac{Pt - Pmin}{Pmin}))$$ Where: ***Pt*** = Price of bid under consideration ***Pmin*** = Price of lowest acceptable The total number of tender evaluation points will be calculated as ***TEV= NFO + NP*** as detailed below. Where: • ***NFO*** is the number of tender evaluation points awarded for the financial offer as stated above ***NP*** is the number of tender evaluation points awarded for B-BBEE Status Level Contribution in accordance with T2.2.1. **Points awarded for Preference points on specific goals as follows.**

Clause	Data

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

Preference Point System	Points
Special Goals	**20**
Black owned company	8
Women	4
Youth	5
Disability	3

Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

If a valid B-BBEE certificate (construction sector scorecard) of EME affidavit is not attached it will be interpreted that the preference points for B- BBEE status level or contribution are not claimed.

<table>
<tr><th>Clause</th><th>Data</th></tr>
<tr><td></td><td>
If a valid B-BBEE certificate (construction sector scorecard) or EME affidavit is attached and if points is not claimed in terms of MBD 6.1 it will be interpreted that the preference points for B- BBEE status level or contribution are not claimed.

Please note that the municipality will not request a valid B- BBEE certificate or Sworn Affidavits if such is not attached to the bidders tender at closing date of this tender.

Scoring Financial Offers

The financial offer will be scored using the formula NFO = W1 x A where the value of W1 is:

1) 80 points where the financial value inclusive of VAT of one or more responsive tender offers equals or less than R50 000 000-00.

For this contract, the financial offers will be scored using the value where W_1 is: 80 tender evaluation points. Up to a maximum of 100 minus W_1 namely 20 tender evaluation points will be awarded for Specific goals with responsive tenders scoring points in accordance with the 80 Financial/20 Preference scoring criteria listed below.

<table>
<tr><th>Preference Point System</th><th>Points</th></tr>
<tr><td>Price</td><td>80</td></tr>
<tr><td>Special Goals</td><td>20</td></tr>
<tr><td>Black owned company</td><td>8</td></tr>
<tr><td>Women</td><td>4</td></tr>
<tr><td>Youth</td><td>5</td></tr>
<tr><td>Disability</td><td>3</td></tr>
<tr><td>Total points for Price and Specific Goals</td><td>100</td></tr>
</table>
</td></tr>
<tr><td>C3.11.2</td><td>
<u>Functionality</u>

1) The minimum number of points for quality (functionality) is 70 points (70%).
Tenderers will be evaluated for quality (functionality) in respect of the criteria specified below. Only those Tenderers who qualify for quality (functionality) will be evaluated further for price and preference. Points for quality (functionality) will not contribute to the further evaluation.

Quality (functionality) shall be scored by not less than three (3) evaluators in accordance with the specified criteria. The score of each evaluator will be averaged, weighted and then totalled to obtain the final score for quality (functionality).

The criteria and maximum score in respect of each of the criteria are as follows:
</td></tr>
</table>

Clause	Data

QUALITY CRITERIA		
No	**CRITERIA**	**POINTS**
1	Company's Relevant Experience	50
2	Relevant Key Personnel Experience	50
TOTAL		**100**

Quality will be scored in accordance with the following schedules:

- Schedules corresponding to the above criteria, as detailed in Schedules T2.3.2, T2.3.3, T2.3.4 and T2.3.5 of the Returnable Schedules.

The minimum number of evaluation points for quality is **70 points (70%).**

The quality (functionality) criteria in respect of each of the criteria to be evaluated are as follows:

1. **Company's relevant experience – Max 50 points**

   Successfully **completed fencing projects inclusive of building works**, in the last five (5) years.

   - 10 or more projects completed: 50 points
   - 7 - 9 projects completed: 40 points
   - 5 - 6 projects completed: 30 points
   - 3 - 4 project completed: 20 points
   - 1-2 projects completed: 10 points
   - 0 projects completed: 0 points

   Tenderers shall attach project details and Completion Certificates to **Schedule T2.3.2**. Failure on the part of a bidder to attached project details and Completion Certificates, will be interpreted to mean that points for quality (functionality) are not claimed.

2. **Relevant Key Personnel experience – Max 50 points**

   This project is estimated to require:

   - Contracts Manager (maximum points achieved = 10 points)
     Years of experience:
     - 5 years and more = 10 points
     - More than 3 years but less than 5 years = 7 points
     - More than 1 years but less than 3 years = 3 points
     - Less than 1 years = 0 points

   - Construction Manager (maximum points achievable = 20 points)
     Years of experience – 8 years and more = 20 points
     - More than 5 years but less than 8 years = 15 points
     - More than 3 years but less than 5 years = 10 points
     - Less than 3 years = 0 points

Clause	Data
	- General Foreman (maximum points achievable = 20 points) Years of experience – 8 years and more = 20 points - More than 5 years but less than 8 years = 15 points - More than 3 years but less than 5 years = 10 points - Less than 3 years = 0 points Detailed CVs should be attached to Schedule T2.3.3, T2.3.4 and T2.3.5. Failure on the part of a bidder to attached detailed CVs, will be interpreted to mean that points for quality (functionality) are not claimed. **TENDERERS WHO FAIL TO MEET THE MINIMUM THRESHOLD OF 70 POINTS (70%) FOR FUNCTIONALITY WILL NOT BE CONSIDERED FOR FURTHER EVALUATION.**
C3.17	The number of paper copies of the signed contract to be provided by the employer is one.
	The additional conditions of tender are: N/A

T1.3 STANDARD CONDITIONS OF TENDER

The Standard Conditions of Tender are as per CIDB Standard for Uniformity (SFU) in Engineering and Construction Works, August 2019, Annexure C.

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

a) **conflict of interest** means any situation in which:

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

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

c) **corrupt practice** means the offering, giving, receiving, or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process.

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures
C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

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

C.1.6.3 Proposal procedure using the two stage-system
C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

a) the gross misplacement of the decimal point in any unit rate;
b) omissions made in completing the pricing schedule or bills of quantities; or
c) arithmetic errors in:

    (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
    (ii) the summation of the prices.

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

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

a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

T2 RETURNABLE DOCUMENTS AND SCHEDULES

The following documents are to be completed and returned, as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluation of the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that the Tenderers return **all information requested.**

T2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION

The Tenderer's attention is drawn to clause C2.14 of the Tender Data which stipulates that failure to submit the returnable schedules listed below will result in the Tenderer being declared **non-responsive**.

In the event of a Joint Venture, the Tenderers attention is drawn to clause C2.1 of the Tender Data which stipulates that failure to submit the returnable schedules listed below for each member of the Joint Venture will result in the Tenderer being declared **non-responsive**.

T2.1.1	SBD 1: Invitation to Bid	Tick if completed and submitted
T2.1.2	Compulsory Enterprise Questionnaire	Tick if completed and submitted
T2.1.3	Tax Compliance Status PIN	Tick if completed and submitted
T2.1.4	SBD 4: Declaration of Interest	Tick if completed and submitted
T2.1.5	SBD 6.1(a): Preference Certificate (80:20)	Tick if completed and submitted
T2.1.6	Proof of CIDB Grading	Tick if completed and submitted
T2.1.7	Addenda / Notices Issued to Tenderers	Tick if completed and submitted
T2.1.8	Clarification Meeting Certificate	Tick if completed and submitted
T2.1.9	Registration with the Bargaining Council	Tick if completed and submitted
T2.1.10	Tendering Entity and Authority of Signatory	Tick if completed and submitted

T2.2 RETURNABLE SCHEDULES REQUIRED FOR ELEGIBILITY

The Tenderer's attention is drawn to clause C2.14 of the Tender Data which stipulates that failure to submit the returnable schedules listed below will result in the Tenderer **BEING NON-RESPONSIVE** for eligibility.

In the event of a Partnership / Joint Venture / Consortium, a consolidated BBBEE Verification Certificate must be submitted for the Partnership / Joint Venture / Consortium, failure to submit the returnable schedules listed below will result in the Tenderer **scoring zero points** for Preference.

T2.2.1	Broad Based Black Economic Empowerment (BBBEE) Certificate (SBD6.1)	Tick if completed and submitted

T2.3 RETURNABLE SCHEDULES REQUIRED FOR ELEGIBILTY REQUIREMENTS

The Tenderer's attention is drawn to clause C2.14 of the Tender Data which stipulates that failure to submit Returnable Schedules for eligibility Purposes T2.3 will result in the Tenderer **BEING NON-RESPONSIVE** for eligibility for the relevant criteria for which documents were not provided.

T2.3.1	Eligibility Criteria	Tick if completed and submitted
T2.3.2	Company Track Record	Tick if completed and submitted
T2.3.3	CV of Contracts Manager	Tick if completed and submitted
T2.3.3	CV of Construction Manager	Tick if completed and submitted
T2.3.5	CV of General Foreman	Tick if completed and submitted
T2.3.6	Financial References	Tick if completed and submitted

T2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION

2.1.1 PART A - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

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					
	TCS PIN:		**OR**	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	☐	A REGISTERED AUDITOR
		NAME:
[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 PART B:3 BELOW]*
SIGNATURE OF BIDDER	……	*DATE*	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		*TOTAL BID PRICE (ALL INCLUSIVE)*	

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

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 ONLINE

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

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

i) authorizes the *Employer* to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

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

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

Number of additional pages appended by the tenderer to this Schedule: .....(If nil, enter NIL).

T2.1.2 COMPULSORY ENTERPRISE QUESTIONNAIRE

Note: In the case of a consortium/joint venture, separate enterprise questionnaires as per this schedule in respect of each consortium/joint venture partner must be completed and submitted.

Section 1: **Name of enterprise:**……

Address of enterprise:……

……

……

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

Section 3.1: **CIDB registration number, if any:**	**Section 3.2:** **Central Supplier Database Registration Number:**
……	……

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

Name*	**Identity number***	**Personal income tax number***

***** Complete only if sole proprietor or partnership and append separate page if more than 6 partners

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

Company registration number…….

Close corporation number……

Tax reference number……

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

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

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

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

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

Append separate page if not enough space

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

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

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

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

Append separate page if not enough space

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

i) authorizes the *Employer* to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

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

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

Number of additional pages appended by the tenderer to this Schedule: .....(If nil, enter NIL).

T2.1.3 SBD2 : TAX CLEARANCE CERTIFICATE

In terms of Clause 14(1)(b) of the Municipal Supply Chain Management Policy, Tenderers must ensure that they are up-to-date with their payments of taxes.
It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet these requirement bidders are required to complete in full TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Partnership / Joint Venture / Consortium are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Alternatively, the Tenderer must submit a Tax Compliance Status PIN to allow Supply Chain Management to verify the real-time compliance status.

Tax Compliance Status PIN	……

T2.1.4 SBD4 : DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1.	**Full Name of bidder or his or her representative**												
3.2.	**Identity Number**												
3.3.	**Position occupied in the Company (director, shareholder [2] etc.)**												
3.4.	**Company Registration Number**												
3.5.	**Tax Reference Number**												
3.6.	**VAT Registration Number**												
3.7.	**Are you presently in the service of the state?**							**YES**		**NO**			
3.7.1.	If so, furnish particulars:												

[1] *MSCM Regulations: "in the service of the state" means to be –*

a. a member of –
i. any municipal council;
ii. any provincial legislature; or
iii. the National Assembly or the National Council of Provinces;
b. a member of the board of directors of any municipal entity;
c. an official of any municipality or municipal entity;
d. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
e. an executive member of the accounting authority of any national or provincial public entity; or
f. an employee of Parliament or a provincial legislature.

[2] *"Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.*

3.8.	**Have you been in the service of the state for the past twelve months?**	**YES**		**NO**	
3.8.1.	If so, furnish particulars:				
3.9.	**Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?**	**YES**		**NO**	
3.9.1.	If so, furnish particulars:				
3.10.	**Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?**	**YES**		**NO**	
3.10.1	If so, furnish particulars:				
3.11.	**Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?**	**YES**		**NO**	
3.11.1	If so, furnish particulars:				
3.12.	**Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?**	**YES**		**NO**	
3.12.1	If so, furnish particulars:				
3.13.	**Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?**	**YES**		**NO**	
3.13.1	If so, furnish particulars:				
3.14.	**Please provide the following information on ALL directors/shareholders/trustees/members below:**				

Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State[3] Employee Number

NB:

a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)

b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

Number of additional pages appended by the tenderer to this Schedule: .....(If nil, enter NIL).

[3] *MSCM Regulations: "in the service of the state" means to be –*

a. a member of –
  i. any municipal council;
  ii. any provincial legislature; or
  iii. the National Assembly or the National Council of Provinces;
b. a member of the board of directors of any municipal entity;
c. an official of any municipality or municipal entity;
d. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
e. an executive member of the accounting authority of any national or provincial public entity; or
f. *an employee of Parliament or a provincial legislature.*

T2.1.5 SBD6.1 : 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

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

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 ofthis tender to claim points for specific goals with the tender, will be interpreted to meanthat 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 topreferences, 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, andincludes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at thetime 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 producesrevenue for the organ of state, and includes, but is not limited to, leasing and disposalof 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 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad \text{80/20}$$

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 the90/10 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black owned company	8	
Women	4	
Youth	5	
Disability	3	

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 aresult 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 *audialteram 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:	…… …… ……

T2.1.6 PROOF OF CIDB GRADING

T2.1.7 ADDENDA / NOTICES ISSUED TO TENDERERS

We confirm that the following communications / addenda / notice(s) to tenderers received from the *Employer* before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer (If no addenda/notices mark schedule NIL, if not enough space, attach additional pages):

ADDENDUM No	DATE	SUBJECT MATTER OF ADDENDUM / NOTICE

Documentary evidence of addenda / notices issued to tenderers indicating proof of receipt must accompany this Schedule.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

Number of additional pages appended by the tenderer to this Schedule: .....(If nil, enter NIL).

T2.1.8 CLARIFICATION MEETING CERTIFICATE

Note: This site/clarification meeting certificate must be taken along to the meeting, completed and signed by a duly authorised and knowledgeable representative of the tenderer, able to comprehend and interpret site conditions and information conveyed, thereby enabling the tenderer to put forward an informed bid, with full understanding of the factors likely to influence the work and cost thereof. This certificate MUST be countersigned by a representative of the *Employer* at the time of the meeting, failure of which will render the tender non-compliant and invalid. The attendance register at the site/clarification meeting must also be signed by the tenderer's representative.

This is to certify that I, ……
(Name)

representing: ……
(Tenderer)

attended the site clarification meeting on: ……
(Date)

held at: ……
(Place)

I am sufficiently knowledgeable and experienced to be able to understand all aspects of the tender and work to be undertaken as described in this tender document. I have made myself familiar, as far as is practically possible, with all local conditions, risks, contingencies and other circumstances likely to influence the execution of the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the clarification meeting and that I understand fully the work to be done, as specified and implied, in the execution of this contract.

SIGNED ON BEHALF OF TENDERER

SIGNED ON BEHALF OF *Employer*

Name of *Employer's* Representative: ……

Date: ……

T2.1.9 REGISTRATION WITH THE BARGAINING COUNCIL

Tenderers shall attach to this schedule a copy of their **certificate of compliance** issued by the relevant Bargaining Councils.

Tenderer shall attach to this page a certificate of good standing issued by the Department of Labour.

T2.1.10 TENDERING ENTITY AND AUTHORITY OF SIGNATORY

The purpose of this Schedule is to obtain the necessary information about the tendering entity, and to establish authority of the signatory to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract, and any and all documentation, resulting from the award of the tender to the tendering entity.

INSTRUCTIONS FOR COMPLETING SCHEDULE:

Tendering entities may be sole proprietors, partnerships, trusts, companies, close corporations or consortia / joint ventures. Schedule 1 must be completed as follows:

- If the tendering entity is a sole proprietor, trust, partnership, company or close corporation, complete both this page and Section 1 of this Schedule, and clearly mark Section 2 (both 2.1 and 2.2) as "Not Applicable".
- If the tendering entity is a consortium or joint venture, then complete both this page and Section 2 (both 2.1 and 2.2) of this Schedule, and clearly mark Section 1 as "Not Applicable".
- The contact details below must be the officially designated contact addresses which will be used by the *Employer* for any and all communication in regard to this tender, and if the tender is awarded, also during the execution of the contract.

THE TENDERING ENTITY IS: (*Circle the applicable option)
*A Sole Proprietor / Partnership / Trust / Company / Close Corporation / Consortium / Joint Venture.

NAME OF THE TENDERING ENTITY:

……..
(Legally correct full name of the tendering entity)

CONTACT DETAILS:

Physical Address:……

……....

……

…… (Postal Code)

Telephone number: …….

Mobile number: ……....

Email address: …….

Schedule 1 continues with Section 1 on the next page.

Section 1: Resolution of board of *Trustees/Directors/Members/Partners

Notes:

1. *Delete which is not applicable.
2. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the tendering entity.
3. Should the number of trustees/directors/members/partners exceed the space available below, additional names and signatures must be supplied on a separate page.

RESOLUTION by the *Proprietor/Board of *Trustees/Directors/Members/Partners of:

……..
(Legally correct full name and registration number, if applicable, of the tendering entity)

Taken at ……..... On ……
(Place) (Date)

	Name of Proprietor/Trustee/Director/Member/Partner	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append separate page if not enough space)

RESOLVED that:

1. The entity submits a bid to the SOUTH AFRICAN HERITAGE RESOURCES AGENCY in respect of Tender No: SAHRA/PFU/GRF/09/2024 The Construction and execution of a perimeter fence and related works to the Onderdal School, Western Cape.

2. *Mr/Mrs/Ms: ……..……...

in *his/her capacity as: ……
(Position in the entity)

and who will sign as follows:

AUTHORISED SIGNATURE OF TENDERER

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract, and any and all documentation, resulting from the award of the bid to the entity mentioned above.

Date:……..

Number of additional pages appended by the tenderer to this Schedule: .....(If nil, enter NIL).

Section 2.1: Resolution to enter into Consortium / Joint Venture

Notes:
1. *Delete which is not applicable
2. A separate copy of this Section 2.1 must be duly completed, signed and submitted for each consortium/joint venture partner.
3. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the entity entering into the consortium/joint venture.
4. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.

RESOLUTION by the *Proprietor/Board of *Trustees/Directors/Members/Partners of:

……
(Legally correct full name and registration number, if applicable, of the entity)

Taken at ……..... On ……
(Place) (Date)

	Name of Proprietor/Trustee/Director/Member/Partner	**Capacity**	**Signature**
1			
2			
3			
4			
5			
6			

(Append separate page if not enough space)

RESOLVED that:

1. The entity submits a bid, in consortium/joint venture with the following entities to the SOUTH AFRICAN HERITAGE RESOURCES AGENCY in respect of Tender No: SAHRA/PFU/GRF/09/2024: The Construction and execution of a perimeter fence and related works to the Onderdal School, Western Cape.

	Full legally correct name of entity	**Registration No** (if applicable)
1		
2		
3		
4		
5		
6		

(Append separate page if not enough space)

2. *Mr/Mrs/Ms: ……

in *his/her capacity as: ……
(Position in the entity)

and who will sign as follows:

AUTHORIZED SIGNATURE

be, and is hereby authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the tender described in item 1 above.

3. The entity accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the contract to be entered into with the Department in respect of the tender under item 1 above.

4. The entity chooses as its domicilium citandi et executandi for all purposes arising from this consortium/joint venture agreement and the contract with the Department in respect of the tender under item 1 above, the physical address and contact details as furnished on the first page of this Schedule.

Date:……..

Number of additional pages appended by the tenderer to this Schedule: .....(If nil, enter NIL).

Section 2.2: Resolution to bid as Consortium / Joint Venture

Notes:
1. IMPORTANT. This resolution must be signed by ALL the representatives of the bidding consortium/joint venture.
2. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.
3. Enter the entity details and representative details in the same and corresponding numerical sequence into the respective tables below.

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for Tender No: SAHRA/PFU/PO/09/2024: Construction and execution of a perimeter fence and related works to the Paarl Offices

	Full legally correct name of entity	**Registration No** (if applicable)
1		
2		
3		
4		
5		
6		

(Append separate page if not enough space)

Held at ……..... On……
(Place) (Date)

	Name of authorised representative	**Capacity**	**Signature**
1			
2			
3			
4			
5			
6			

(Append separate page if not enough space)

RESOLVED that:

A. The abovementioned entities submit a bid in consortium/ joint venture to the SOUTH AFRICAN HERITAGE RESOURCES AGENCY in respect of the tender mentioned above.

B. *Mr/Mrs/Ms: …….

in *his/her capacity as: ……
(Position in the bidding consortium/joint venture)

and who will sign as follows:

AUTHORISED SIGNATURE OF TENDERER

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract, and any and all documentation, resulting from the award of the tender to the entities in the consortium/joint venture mentioned above.

C. The entities constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

……
(Consortium/joint venture name)

D. The entities to the consortium/joint venture accept joint and several liability with the parties above for the due fulfillment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the contract to be entered into with the Department in respect of the tender mentioned above.

E. Any of the entities to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the entities shall remain jointly and severally liable to the Department for the due fulfillment of the obligations of the consortium/joint venture as mentioned under item D above.

F. No entity to the consortium/joint venture shall, without the prior written consent of the other entities to the consortium and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the contract with the Department referred to herein.

G. The entities choose as domicilium citandi et executandi of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the contract with the Department in respect of the tender mentioned above, the physical address and contact details as furnished on the first page of this Schedule.

Date:……..

Number of additional pages appended by the tenderer to this Schedule: .....(If nil, enter NIL).

T2.2 RETURNABLE SCHEDULES REQUIRED FOR PREFERENCE SCORING

T2.2.1 BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE) CERTIFICATE (SBD6.1)

Attach as part of your tender submission the documentation to be submitted with the tender in terms of returnable T2.1.5 Preference Points Claim Form for 80/20 Version (SBD6.1).

In the event of a Partnership / Joint Venture / Consortium, a consolidated BBBEE Verification Certificate must be submitted for the Partnership / Joint Venture / Consortium, failing which the Tenderer will score zero points for Preference.

T2.3 RETURNABLE DOCUMENTS AND SCHEDULES FOR ELIGIBILITY PURPOSES

T2.3.1 ELIGIBILITY CRITERIA

1. COMPANY TRACK RECORD

The Tenderer is to attach a record of completed contracts of a similar nature and value to the appropriate Company Track Record returnable schedule. The Tenderer is to take note of the Eligibility criteria and the completed contracts in this section should correspond accordingly.

2. KEY PERSONNEL: QUALIFICATIONS AND EXPERIENCE

The key personnel for this contract are as follows:

2.1 Contracts Manager

The Contracts Manager is the director / partner who takes ultimate responsibility for the contract.

2.2 Construction Manager (Site Agent)

The Construction Manager is the person to whom the Main Contractor has assigned the responsibility of contractual and on-site activities on behalf of the Main Contractor relating to the contract. The Construction Manager shall be solely dedicated to this contract and shall always be on site when work is being performed.

2.3 General Foreman

The General Foreman is the person to whom the Contractor has assigned the responsibility of supervising the teams engaged in construction activities. The General Foreman shall be solely dedicated to this contract and shall always be on site when work is being performed.

Note: Should a substitution of any of the key personnel be allowed, only a person with the same or higher qualifications and experience will be accepted.

3. FINANCIAL REFERENCES

The Tenderer is to attach a letter from the bank at which he declares he conducts his. The contents of the bank's letter must state the credit rating that it accords to the Tenderer for the business envisaged by this tender.

T2.3.2 COMPANY TRACK RECORD

The Tenderer shall attach hereto a Company Track Record of restoration contracts completed within the last five (5) years, completion certificates to be attached and will be verified. If the tenderer was a sub-contractor a letter from the Main Contractor will suffice.

The Tenderer shall state details of the Contract as stipulated in the table below, as well as referee names, contact details and certificates of completion.

1. Restoration Contracts completed							
EMPLOYER	**CONSULTING ENGINEER / ARCHITECT**	**CONTRACT NO**	**NATURE OF WORK**	**TELEPHONE NUMBERS**	**CONTRACT VALUE**	**CONTRACT DURATION**	**YEAR COMPLETED**

T2.3.3 CV OF CONTRACTS MANAGER

The Tenderer shall attach hereto the Curriculum Vitae of the proposed Contracts Manager including certified copies of qualifications and confirmation that the proposed Contracts Manager is currently employed on a full-time basis by the Tenderer.

Should a substitution be allowed, only a person with the same or higher qualifications and experience will be accepted.

T2.3.4 CV OF CONSTRUCTION MANAGER (SITE AGENT)

The Tenderer shall attach hereto the Curriculum Vitae of the proposed Construction Manager including certified copies of qualifications and confirmation that the proposed Construction Manager is currently employed on a full-time basis by the Tenderer.

Should a substitution be allowed, only a person with the same or higher qualifications and experience will be accepted.

T2.3.5 CV OF GENERAL FOREMAN

The Tenderer shall attach hereto the Curriculum Vitae of the proposed General Foreman including certified copies of qualifications and confirmation that the proposed General Foreman is currently employed on a full-time basis by the Tenderer.

Should a substitution be allowed, only a person with the same or higher qualifications and experience will be accepted.

T2.3.6 FINANCIAL REFERENCES

The Tenderer shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank's letter must state the credit rating that it, in addition to the information required below, accords to the Tenderer for the business envisaged by this tender.

The Tenderers banking details as they appear below shall be completed.

If the Tenderer is a joint venture enterprise, the same required details as specified above of all members of the joint venture shall be provided and attached to this form.

DESCRIPTION OF BANK DETAIL	BANK DETAILS
Credit Limit	
Name of Account Holder	
Account Number	
Name of Bank	
Branch Name	
Branch Code	
Bank Rating (Current) Attach letter from Bank	
Bank and Branch Contact Details	

VOLUME 2 - CONTRACT

C1 AGREEMENT AND CONTRACT

C1.1 BILL OF QUANTITIES

C1.2 ANNEXURE A: MINOR WORKS AGREEMENT

C1.3 ANNEXURE B: MINOR WORKS AGREEMENT: CONTRACT DATA

C1.4 ANNEXURE C: PRELIMINARIES

C1.5 ANNEXURE D: PRELIMINARIES SCHEDULE

C1.6 ANNEXURE E: MODEL PREAMBLES FOR TRADES

C1.7 ANNEXURE F: HEALTH AND SAFETY SPECIFICATION

C1.8 ANNEXURE G: CONTRACT DRAWINGS

C1.9 ANNEXURE H: PRINCIPAL AGENT: DELEGATED AUTHORITY

C1.10 ANNEXURE I: GENERAL CONDITIONS OF CONTRACT

CONTENTS

BILL NO 1 : PRELIMINARIES
BILL NO 2 : DEMOLITIONS
BILL NO 3 : EARTHWORKS
BILL NO 4 : CONCRETE, FORMWORK AND REINFORCEMENT
BILL NO 5 : MASONRY
BILL NO 6 : WATERPROOFING
BILL NO 7 : ROOF COVERINGS
BILL NO 8 : CARPENTRY AND JOINERY
BILL NO 9 : CEILINGS, PARTITIONS, ACCESS FLOORING, ETC.
BILL NO 10 : METALWORK
BILL NO 11 : PLASTERING
BILL NO 12 : TILING
BILL NO 13 : PLUMBING AND DRAINAGE
BILL NO 14 : PAINTWORK
BILL NO 15 : EXTERNAL WORKS
BILL NO 16 : PROVISIONAL SUMS
Final Summary

Item No		Quantity	Rate	Amount
	BILL NO 1			
	PRELIMINARIES			
	BUILDING AGREEMENT AND PRELIMINARIES			
	The **JBCC** Minor Works Agreement (Edition 5.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described			
	The **JBCC** Minor Works Agreement **contract data** form an integral part of this **agreement**			
	The **JBCC** General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the **JBCC** Minor Works Agreement (Edition 5.2 - May 2018) 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			
	Carried to Collection		R	

PREAMBLES FOR TRADES

The General Preambles for Trades 2017 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

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

Section A : A recital of the headings of the individual clauses in the aforementioned **JBCC** Minor Works 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

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)

Carried to Collection R

BILL NO 1
PRELIMINARIES
SAHRA Onderdal School - Tender

SECTION A: MINOR WORKS AGREEMENT

Interpretation (A1-A7)

1 Clause 1.0 - Definitions and interpretation — Item

Pricing of bills of quantities

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**

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

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

Carried to Collection — R

BILL NO 1
PRELIMINARIES
SAHRA Onderdal School - Tender

Abbreviated descriptions

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

Legal status of contractor

If the **contractor** constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:

1. These persons are deemed to be jointly and severally liable to the **employer** for the performance of this **agreement**

2. These persons shall notify the **employer** of their leader who has assigned authority to bind the **contractor** and each of these persons

3. The **contractor** shall not alter its composition or legal status without the prior written consent of the **employer**

2	Clause 2.0 - **Law**, regulations and **notices**	Item		
3	Clause 3.0 - Offer, acceptance and assignment	Item		
4	Clause 4.0 - Documents	Item		

Value Added Tax

Provision is made in the summary page of these **bills of quantities** for the inclusion of Value Added Tax (VAT)

Carried to Collection R

BILL NO 1
PRELIMINARIES
SAHRA Onderdal School - Tender

	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				
	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 [4.5]				
5	Clause 5.0 - **Employer's agents**	Item			
6	Clause 6.0 - **Principal Agent**	Item			
7	Clause 7.0 - Design responsibility	Item			
	Insurances and securities (A8-A9)				
8	Clause 8.0 - Risks, indemnities and insurances	Item			
9	Clause 9.0 - **Securities**	Item			
	Execution (A10 - A14)				
10	Clause 10.0 - Obligations of the **employer**	Item			
11	Clause 11.0 - Obligations of the **contractor**	Item			
	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 [11.2.5]				
	Carried to Collection			R	

BILL NO 1
PRELIMINARIES
SAHRA Onderdal School - Tender

	Statutory and other notices 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 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			
12	Clause 12.0 - Setting out	Item		
13	Clause 13.0 - **Direct contractors**	Item		
	Attendance on direct contractors In respect of **direct contractors** the **contractor** shall: 1. Designate an area for the **direct contractor** to establish a temporary office and workshop and storage of equipment and materials 2. Allow the use of personnel welfare facilities, where provided 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 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** [13.1]			
	Carried to Collection		R	

14	Clause 14.0 - **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**	Item			
	Completion (A15 - A18)				
15	Clause 15.0 - **Practical completion**	Item			
16	Clause 16.0 - **Defects** liability period and **final completion**	Item			
17	Clause 17.0 - Revision of the date for **practical completion**	Item			
	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** [14.1.8; 17.1 & 2]				
18	Clause 18.0 - **Penalty** for late or non-completion	Item			
	Payment (A19 - A20)				
19	Clause 19.0 - Payment	Item			
	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				
20	Clause 20.0 - Adjustment of the **contract value** and **final account**	Item			
	Carried to Collection			R	

BILL NO 1
PRELIMINARIES
SAHRA Onderdal School - Tender

	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** [22.5 & 6] from making a determination on costs				
	Suspension or termination (A21)				
21	Clause 21.0 - Suspension or termination	Item			
	Dispute resolution (A22)				
22	Clause 22.0 - Dispute resolution	Item			
	Agreement				
	The required information of the **parties** and the amount of the **contract sum** shall be inserted in the **agreement** for signature of the **agreement** by the **parties**				
	Contract data				
	Tenderer's selections				
	Before submission of his tender the **contractor** is to complete the tenderer's selections in the **contract data**				
	SECTION B: GENERAL PRELIMINARIES				
	Definitions and interpretation (B1)				
23	Clause 1.1 - Definitions	Item			
24	Clause 1.2 - Interpretation	Item			
	Documents (B2)				
25	Clause 2.1 - Checking of documents	Item			
26	Clause 2.2 - Provisional **bills of quantities**	Item			
27	Clause 2.3 - Availability of **construction information**	Item			
	Carried to Collection			R	

BILL NO 1
PRELIMINARIES
SAHRA Onderdal School - Tender

28	Clause 2.4 - Ordering of **materials and goods**	Item			
	Previous work and adjoining properties (B3)				
29	Clause 3.1 - Previous work - dimensional accuracy	Item			
30	Clause 3.2 - Previous work - **defects**	Item			
31	Clause 3.3 - Inspection of adjoining properties	Item			
	The site (B4)				
32	Clause 4.1 - Handover of **site** in stages	Item			
33	Clause 4.2 - Enclosure of the **works**	Item			
34	Clause 4.3 - Geotechnical and other investigations	Item			
35	Clause 4.4 - Encroachments	Item			
36	Clause 4.5 - Existing premises occupied	Item			
37	Clause 4.6 - Services - known	Item			
	Management of contract (B5)				
38	Clause 5.1 - Management of the **works**	Item			
39	Clause 5.2 - Progress meetings	Item			
40	Clause 5.3 - Technical meetings	Item			
	Samples, shop drawings and manufacturer's instructions (B6)				
41	Clause 6.1 - Samples of materials	Item			
42	Clause 6.2 - Workmanship samples	Item			
43	Clause 6.3 - Shop drawings	Item			
44	Clause 6.4 - Compliance with manufacturer's instructions	Item			
	Carried to Collection			R	

BILL NO 1
PRELIMINARIES
SAHRA Onderdal School - Tender

	Deposits and fees (B7)				
45	Clause 7.1 - Deposits and fees	Item			
	Temporary services (B8)				
46	Clause 8.1 - Water	Item			
47	Clause 8.2 - Electricity	Item			
48	Clause 8.3 - Ablution and welfare facilities	Item			
49	Clause 8.4 - Communication facilities	Item			
	Prime cost amounts (B9)				
50	Clause 9.1 - Responsibility for **prime cost amounts**	Item			
	Attendance on subcontractors (B10)				
51	Clause 10.1 - General attendance	N/A			
52	Clause 10.2 - Special attendance	N/A			
	General (B11)				
53	Clause 11.1 - Protection of the **works**	Item			
54	Clause 11.2 - Protection/isolation of existing **works** and **works** occupied in **sections**	Item			
55	Clause 11.3 - Security of the **works**	Item			
56	Clause 11.4 - Notice before covering work	Item			
57	Clause 11.5 - Disturbance	Item			
	Carried to Collection			R	

	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			
58	Clause 11.6 - Environmental disturbance **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 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** **Environmental management plan** The **employer** has prepared an environmental management plan (EMP) (refer to Annexure K for a copy of the relevant plan). The **contractor** shall price opposite this item for compliance with all the requirements of such EMP	Item		
59	Clause 11.7 - **Works** cleaning and clearing	Item		
60	Clause 11.8 - Vermin	Item		
61	Clause 11.9 - Overhand work	Item		
62	Clause 11.10 - Tenant installations	Item		
63	Clause 11.11 - Advertising	Item		
	Carried to Collection		R	

SECTION C: SPECIFIC PRELIMINARIES

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

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

64 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** — Item

65 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** — Item

66 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 — Item

Carried to Collection — R

BILL NO 1
PRELIMINARIES
SAHRA Onderdal School - Tender

67	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	Item			
68	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 the cost thereof shall be borne by the **contractor**	Item			
69	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	Item			
70	Health and safety	Item			
	Carried to Collection			R	

BILL NO 1
PRELIMINARIES
SAHRA Onderdal School - Tender

71	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**	Item			
72	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**	Item			
73	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	Item			
	Carried to Collection			R	

BILL NO 1

PRELIMINARIES

COLLECTION

	Page No		Amount
Total Brought Forward from Page No	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
Carried to Summary		R	

Item No		Quantity	Rate	Amount

BILL NO 2

DEMOLITIONS

For preambles see "Model Preambles for Trades"

SUPPLEMENTARY PREAMBLES

View site

Before submitting his tender the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained

Explosives

No explosives whatsoever may be used in demolitions

General

The contractor shall carry out the whole of the work with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their occupants. He shall provide proper protection and provide and erect any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent, and remove when directed

Carried to Collection R

	Water supply pipes and other piping in ground that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings to the satisfaction of the principal agent				
	DEMOLITIONS, ETC				
	Unless otherwise described all materials are to become the property of the contractor and are to be removed from the site				
	Break up and remove				
1	500mm Wide U-shaped pre-cast concrete channel	m	8		
	Dig up and remove pipes, including blanking off as necessary				
2	200mm Diameter steel pipe, not exceeding 300mm deep in ground	m	9		
	Take down and remove				
3	1000L Water tank including disconnecting and removing piping, etc	No	1		
4	Timber framed carport 5 x 5m, including sheeting, posts etc	m2	25		
5	Diamond mesh fencing 1.80m high including steel posts, droppers, etc	m	355		
	Demolish and remove				
6	230mm Yard walls 2.10m high	m	3		
	Carried to Collection			R	

BILL NO 2

DEMOLITIONS

COLLECTION

	Page No		Amount
Total Brought Forward from Page No	16		
	17		
Carried to Summary		R	

BILL NO 2
DEMOLITIONS
SAHRA Onderdal School - Tender

Item No		Quantity	Rate	Amount
	BILL NO 3			
	EARTHWORKS			
	For preambles see "Model Preambles for Trades"			
	SUPPLEMENTARY PREAMBLES			
	Site survey			
	A suitable survey of the natural ground levels of the site in a grid of 10 x 10m is to be carried out by a registered land surveyor to the approval of the principal agent after clearing of the site and before commencement of excavations and filling. On completion of the works another grid survey of the final levels shall be carried out by a registered land surveyor to the approval of the principal agent. Costs relating to the surveys shall be borne by the contractor			
	Nature of ground			
	The nature of the ground is assumed to be gravel, therefore deemed to be "earth", but possibly interspersed with "soft rock" and/or "hard rock"			
	Subterranean water			
	No subterranean water is expected			
	Carried to Collection		R	

Material of a more difficult character

Should the contractor consider that any of the excavations are more difficult in character than excavations in "earth" he shall immediately notify the principal agent in writing. Failing such notification the excavations shall be deemed to be in "earth" and shall be measured and valued accordingly. The contractor may use any method he chooses to excavate any class of material, but his chosen method of excavation shall not determine the classification of the material excavated

Disposal of excavated material

All excavations shall be deemed to include disposal of excavated material by setting aside for use as filling or depositing on site within 100m of the perimeter of the building and spreading and levelling

Carting away of excavated material

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

Working space

Working space for formwork to sides of bases, ground beams, etc is measured with the assumption that it will be required by the principal agent in certain cases. If it is not required, it will be adjusted as such in the final account

Working space for formwork to sides of all concrete, except columns, has been measured only where the concrete face is less than 600mm from the face of the measured excavation

No claim will be considered for any working space for formwork to concrete other than as above described or for working space beyond the sides of trench excavations for the building of masonry walls

Carried to Collection R

BILL NO 3
EARTHWORKS
SAHRA Onderdal School - Tender

	Excavation for working space in rock Notwithstanding clause 10.27 on page 13 of the Standard System of Measuring Building Work, excavation for working space in rock will be measured in cubic metres to the extent executed and given as "extra over" bulk excavation or trench and hole excavation as the case may be Filling Notwithstanding the reference to prescribed multiple handling in clause 1.3 page 10 of the Standard System of Measuring Building Work, prices for filling and backfilling shall include for all selection and any multiple handling of material Filling and layer work materials References such as "G1", "G2", etc and "C1", "C2", etc in descriptions of filling and layer work materials refer to corresponding references in the document "Guidelines for Road Construction Materials. TRH 14 : 1985" compiled by the Committee of State Road Authorities and the properties set out therein for each kind shall be applicable to the respective materials described hereinafter Testing Prices for filling are to include for all necessary density and other tests					
	SITE CLEARANCE, ETC					
	Site clearance					
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc	m2	760			
	Carried to Collection				R	

BILL NO 3
EARTHWORKS
SAHRA Onderdal School - Tender

	REMOVAL OF TREES, ETC				
	Cut down and remove, grub up roots and fill in holes with Sand filling supplied by the contractor, compacted in not exceeding 200mm layers to 100% modified AASHTO density				
2	Tree exceeding 200mm and not exceeding 500mm girth	No	1		
3	Tree exceeding 500mm and not exceeding 1000mm girth	No	2		
	Cut down and remove branches of trees				
4	Branches of tree exceeding 500mm and not exceeding 1.00m girth	No	2		
	EXCAVATIONS				
	Excavations in earth over sloping site				
5	Stripping average 100mm thick layer of top soil and stockpiling on site	m2	25		
	Excavations in earth not exceeding 2m deep				
6	Under floors to reduce levels	m3	3		
7	Trenches	m3	18		
8	Holes	m3	9		
	EXCAVATIONS IN STRATA OF A MORE DIFFICULT CHARACTER (PROVISIONAL)				
	Extra over trench and hole excavations in earth for excavations in				
9	Soft rock	m3	2		
10	Hard rock	m3	1		
	Carried to Collection			R	

	WORKING SPACE				
	Back excavations of vertical sides of excavations in earth exceeding 500mm and not exceeding 1.5m deep for working space, including backfilling compacted in not exceeding 200mm layers to 95% modified AASHTO density				
11	For placing and removing formwork to sides against excavated faces	m2	48		
	CARTING AWAY				
	Extra over all excavations for carting away				
12	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	17		
	RISK OF COLLAPSE				
	Risk of collapse of excavations				
13	Sides of trench and hole excavations not exceeding 1.5m deep	m2	48		
	SUNDRIES				
	Keeping excavations free of water				
14	Keeping excavations free of all water other than subterranean water		Item		
	Dewatering				
15	Allow for a dewatering system for removal of seepage water and water from other subterranean sources in the excavations designed and executed by the contractor		Item		
	Carried to Collection			R	

	FILLING, ETC				
	Earth filling obtained from the excavations and/or prescribed stock piles on site, compacted in not exceeding 200mm layers to 95% modified AASHTO density				
16	Backfilling to trenches, holes, etc	m3	15		
	Sand filling supplied by the contractor, compacted in not exceeding 200mm layers to 100% modified AASHTO density				
17	Under floors, steps, etc	m3	1		
	LAYER WORK				
	Layer work supplied by the contractor				
18	Subbase course over site to form platform of G5 material in accordance with SANS 1200 ME compacted to 98% modified AASHTO density	m3	2		
19	Subbase course over site to form platform of G7 material in accordance with SANS 1200 ME compacted to 95% modified AASHTO density	m3	2		
	COMPACTION				
	Compaction of surfaces				
20	Compaction of ground surface under floors, etc, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 95% modified AASHTO density	m2	29		
	Carried to Collection			R	

BILL NO 3

EARTHWORKS

COLLECTION

	Page No		Amount
Total Brought Forward from Page No	19		
	20		
	21		
	22		
	23		
	24		
Carried to Summary		R	

Item No			Quantity	Rate	Amount
	BILL NO 4				
	CONCRETE, FORMWORK AND REINFORCEMENT				
	For preambles see "Model Preambles for Trades"				
	SUPPLEMENTARY PREAMBLES				
	Cost of tests				
	The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SANS 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 principal agent. The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the principal agent. (Test cubes are measured separately)				
	Formwork				
	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				
	CONCRETE CAST AGAINST EXCAVATED SURFACES				
	15MPa/19mm concrete				
1	Surface blinding under footings and bases	m3	1		
	Carried to Collection			R	

	30MPa/19mm concrete				
2	Surface beds on waterproofing	m3	1		
3	Strip footings	m3	4		
4	Bases	m3	2		
	TEST CUBES				
5	Making and testing 150 x 150 x 150mm concrete strength test cubes (Provisional)	No	18		
	CONCRETE SUNDRIES				
	Steel trowel surface treatment to finished face of concrete				
6	Surface beds, slabs, etc	m2	19		
	ROUGH FORMWORK				
	Rough formwork to sides (on site verification required for payment)				
7	Strip footings (Provisional)	m2	13		
	MOVEMENT JOINTS, ETC				
	Movement joints with "Jointex" between vertical concrete and masonry surfaces				
8	10mm Joints not exceeding 300mm high or wide	m	14		
9	Saw cut joint	m	2		
	REINFORCEMENT				
	Mild steel reinforcement to structural concrete work				
10	Various diameter bars	t	0.04		
	Carried to Collection			R	

	High tensile steel reinforcement to structural concrete work					
11	Various diameter bars	t	0.39			
	Fabric reinforcement					
12	Type 193 fabric reinforcement in concrete surface beds, slabs, etc	m2	12			
	Carried to Collection				R	

BILL NO 4

CONCRETE, FORMWORK AND REINFORCEMENT

COLLECTION

	Page No		Amount
Total Brought Forward from Page No	26		
	27		
	28		
Carried to Summary		R	

Item No			Quantity	Rate	Amount
	BILL NO 5				
	MASONRY				
	For preambles see "Model Preambles for Trades"				
	SUPPLEMENTARY PREAMBLES				
	BRICKWORK				
	Hollow walls				
	Descriptions of hollow walls shall be deemed to include leaving every fifth perpend of the bottom course and above lintels of the external skin open as a weep hole				
	Lintels				
	Lintels shall bear at least 250mm onto adjacent walling. Where such bearing cannot be obtained due to the proximity of adjacent openings the lintel shall be continuous				
	Pointing				
	Descriptions of recessed pointing to fair face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc				
	BRICKWORK				
	FOUNDATIONS				
	Brickwork of extra hard burnt clay bricks in class I mortar				
1	280mm Hollow walls of two 110mm skins with 50mm cavities filled in with and including 15MPa/19mm concrete	m2	21		
	Carried to Collection			R	

2	Ditto, but circular on plan	m2	4		
	SUPERSTRUCTURE				
	Brickwork of common clay bricks				
3	110mm Walls in beamfilling	m2	1		
4	110mm Walls	m2	5		
5	280mm Hollow walls of two 110mm skins with 50mm cavities	m2	39		
6	Ditto, but circular on plan	m2	14		
	BRICKWORK SUNDRIES				
	Sundries				
7	Splayed mortar fillets one course high in 50mm cavities	m	18		
8	Closing 50mm cavities of hollow walls vertically with brickwork 110mm wide	m	15		
9	Closing 50mm cavities of hollow walls horizontally with one course of brickwork	m	14		
	Galvanized brickwork reinforcement				
10	75mm Wide reinforcement built in horizontally	m	769		
	Prestressed concrete fabricated lintels				
11	110 x 70mm Lintels in lengths not exceeding 3m	m	7		
12	150 x 70mm Lintels in lengths not exceeding 3m	m	7		
	Carried to Collection			R	

BILL NO 5
MASONRY
SAHRA Onderdal School - Tender

	MISCELLANEOUS				
	SILLS, COPINGS, ETC				
	Precast concrete sills in single lengths, bedded and jointed in class I mortar				
13	Precast concrete window sill	m	4		
	SUNDRIES				
	Galvanised hoop iron cramps, ties, etc				
14	38 x 1.5mm Roof tie 1.5m long with one end built into masonry and other end fixed to timber	No	14		
	Carried to Collection			R	

BILL NO 5

MASONRY

COLLECTION

	Page No		Amount
Total Brought Forward from Page No	30		
	31		
	32		
Carried to Summary		R	

Item No			Quantity	Rate	Amount
	BILL NO 6				
	WATERPROOFING				
	For preambles see "Model Preambles for Trades"				
	SUPPLEMENTARY PREAMBLES				
	Waterproofing				
	Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee by an approved applicator all in accordance with the manufacturer's specifications. Waterproofing to floors, roofs, etc 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				
	DAMPPROOFING OF WALLS AND FLOORS				
	One layer 375 micron "Gundle Brikgrip Blue" embossed damp proof course				
1	In walls	m2	14		
	One layer 250 micron "Gundle USB Green" waterproof sheeting sealed at laps with "Gunplas Pressure Sensitive Tape"				
2	Under surface beds	m2	11		
	FLASHINGS, ETC				
	"Sika RainTite" flexible UV resistant acrylic emulsion and non-woven polyester membrane waterproofing to				
3	Parapet walls, etc exceeding 300mm girth	m2	9		
	Carried to Collection			R	

	SEALING STRIPS, JOINT SEALANTS, ETC				
	Polyurethane sealing compound, including raking out joint filler as necessary, bond breaker, primer, etc				
4	10 x 10mm In joints in top surfaces	m	14		
	Carried to Collection			R	

BILL NO 6
WATERPROOFING
SAHRA Onderdal School - Tender

BILL NO 6

WATERPROOFING

COLLECTION

	Page No		Amount
Total Brought Forward from Page No	34 35		
Carried to Summary		R	

BILL NO 6
WATERPROOFING
SAHRA Onderdal School - Tender

Item No			Quantity	Rate	Amount
	BILL NO 7				
	ROOF COVERINGS, CLADDINGS, ETC				
	For preambles see "Model Preambles for Trades"				
	SUPPLEMENTARY PREAMBLES				
	Straight cutting				
	Descriptions of all roof coverings shall be deemed to include for all straight cutting				
	Profiled metal, fibre-cement, etc sheeting and accessories				
	Profiled metal, fibre-cement, etc sheeting and accessories shall be fixed strictly in accordance with the manufacturer's instructions				
	PROFILED GALVANIZED METAL SHEETING AND ACCESSORIES				
	0.53mm "Youngman" or similar approved corrugated s-rib profile galvanised steel sheeting in single lengths and 0.8mm galvanised steel accessories, both with "Colourbond AZ150" finish of approved "Monument Grey" colour on one side and standard grey backing finish on reverse side, fixed to timber purlins or rails				
1	Roof coverings with pitches not exceeding 25 degrees	m2	118		
2	Head wall flashings 308mm girth	m	4		
3	Side wall flashings 308mm girth	m	4		
	Carried to Collection			R	

4	Counter flashings 185mm girth, including sealing top edges with mastic in and including groove in masonry or concrete	m	8		
5	Drip flashings 169mm girth to sides of carports	m	73		
	ROOF AND WALL INSULATION				
	"Polyminium 202" light residential glass fibre reinforced aluminium foil bonded insulation				
6	Insulation laid taut over rafters (at approximately 0.70m centres) and fixed concurrent with tiling battens, purlins, etc, including 100mm taped laps	m2	11		
	Carried to Collection			R	

BILL NO 7
ROOF COVERINGS
SAHRA Onderdal School - Tender

BILL NO 7

ROOF COVERINGS

COLLECTION

	Page No		Amount
Total Brought Forward from Page No	37		
	38		
Carried to Summary		R	

Item No		Quantity	Rate	Amount
	BILL NO 8			
	CARPENTRY AND JOINERY			
	For preambles see "Model Preambles for Trades"			
	SUPPLEMENTARY PREAMBLES			
	Plate nailed timber roof truss construction			
	The following is applicable in respect of roof trusses:			
	Trusses are at maximum 1.20m centres. Roof covering is 0.54mm Corrugated galvanised steel sheeting on 50 x 75mm purlins. Ceilings are 9.5mm Gyproc Rhinoboard sheeting on 38 x 38mm brandering at max 400mm c/c. The references given in the descriptions are to the respective types of trusses detailed on the principal agent's drawing numbered 1002 accompanying this document. The dimensions in the descriptions of the trusses are nominal and actual measurements shall be obtained from the principal agent and/or the site before design or fabrication commences			
	Straight cutting			
	Descriptions of all boarding, etc shall be deemed to include for all straight cutting			
	Joinery			
	Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc			
	Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes			
	Carried to Collection		R	

	Fixing				
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to masonry or concrete				
	PLATE NAILED TIMBER ROOF TRUSS CONSTRUCTION ETC				
	Plate nailed timber roof structure, with trusses that comply with the requirements of SABS specification 0163 and be constructed of SA pine, all as per Architect's drawings and specifications				
1	50 x 76mm Timber purlins	m	18		
2	114 x 38mm Wall plate	m	4		
3	152 x 50mm Timber rafters	m	19		
4	100mm Diameter SA treated pine gumpoles	m	223		
5	38 x 38mm Timber Battens	m	36		
	Fixing				
6	Rafter truss hangers, including bolts	No	7		
	EAVES, VERGES, ETC				
	"Nutec" medium density plain sheets				
7	Eaves soffit coverings 600mm wide of 4mm thick sheets, including 38 x 38mm sawn softwood brandering along edges, along centre and at 1.20m centres across sheets	m2	2		
8	15 x 150mm Fascias and barge boards, including H-profile plastic jointing strips	m	4		
	Carried to Collection			R	

	DOORS, ETC				
	Wrought meranti doors hung to steel frames				
9	44mm Framed door 0.81 x 2.03m high of 44 x 144mm top rail, middle rail and stiles and 44 x 219mm bottom rail in two panes rebated all round, including 19 x 19mm glazing beads on one side (D02)	No	1		
	Carried to Collection			R	

BILL NO 8
CARPENTRY AND JOINERY
SAHRA Onderdal School - Tender

BILL NO 8

CARPENTRY AND JOINERY

COLLECTION

	Page No		Amount
Total Brought Forward from Page No	40		
	41		
	42		
Carried to Summary		R	

Item No			Quantity	Rate	Amount
	BILL NO 9				
	CEILINGS, PARTITIONS AND ACCESS FLOORING				
	For preambles see "Model Preambles for Trades"				
	SUPPLEMENTARY PREAMBLES				
	Descriptions				
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to masonry 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 are measured elsewhere				
	CEILING TIMBERS, BEADS, INSULATION, ETC				
	"Isotherm" insulation				
1	135mm Insulation closely fitted and laid on top of brandering between roof timbers, etc	m2	8		
	NAILED UP AND SCREW UP CEILINGS				
	9.5mm "Gyproc Rhinoboard" gypsum plasterboard with 63mm wide strips of mesh scrim nailed over joints and Ceilings skimmed flush against trim with 3mm Rhinolite skim-coat plaster as per manufacturer spec.				
2	Horizontal ceilings, including 38 x 38mm sawn softwood brandering at 300mm centres	m2	8		
	Carried to Collection			R	

3	Extra over ceilings for 0.70 x 0.70m trap door of 44 x 44mm wrought softwood rebated framing with one 38 x 38mm sawn softwood cross brander covered with ceiling board and fitted flush in opening	No	1		
	"Pelican " pre-painted cornices				
4	"PS2 S/line" shadow line wall angles, nailed	m	16		
	Carried to Collection			R	

BILL NO 9
CEILINGS, PARTITIONS, ACCESS FLOORING, ETC.
SAHRA Onderdal School - Tender

BILL NO 9

CEILINGS, PARTITIONS, ACCESS FLOORING, ETC.

COLLECTION

	Page No		Amount
Total Brought Forward from Page No	44 45		
Carried to Summary		R	

Item No		Quantity	Rate	Amount
	BILL NO 10			
	METALWORK			
	For preambles see "Model Preambles for Trades"			
	SUPPLEMENTARY PREAMBLES			
	Descriptions			
	Descriptions of bolts shall be deemed to include nuts and washers			
	Unless where otherwise indicated, descriptions of galvanised wire fencing shall comply with SANS 675 coating thickness			
	Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in masonry or concrete			
	Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described			
	Aluminium windows, doors, etc			
	The contractor is referred to the drawings included in Annexure G at the back of this document for general requirements, scope and construction details of the work to be carried out under this heading. The reference numbers shown in brackets are taken from the drawings			
	The work includes for the supply, setting up, fixing in position of windows, doors, etc to masonry or concrete, ironmongery, polyurethane sealant all round on both sides and for glazing as described			
	Carried to Collection		R	

	Detailed shopdrawings will be required indicating layout elevations, profile sections, profile connections, ironmongery and waterproofing details on all windows, doors, etc				
	GALVANISED STEEL MINOR WORK				
	Bolts				
1	M20 x 220mm expansion anchor and bolt	No	70		
	GALVANISED PRESSED STEEL DOOR FRAMES				
	1.2mm Double rebated frames suitable for 110mm walls				
2	Frame for door 0.80 x 2.10m high (D2)	No	1		
	ALUMINIUM WINDOWS, DOORS, SHOPFRONTS, ETC				
	"Swartland Kenzo" powder coated aluminium windows glazed with 4mm "Low E" glass and fixed in concrete surround with non-ascetic silicone including 3mm clear plexi glass to				
3	Window type 1.50 x 1.20m high, including all necessary accessories (W01)	No	1		
4	Window type 0.90 x 1.20m high, including all necessary accessories (W02)	No	2		
5	Window type 0.45 x 1.20m high, but obscure glass including all necessary accessories (W03)	No	1		
	"Swartland Kenzo" powder coated aluminium doors glazed with 4mm "Intruderprufe NS" safety glass, including frames				
6	Door 0.90 x 2.10m high, including all necessary accessories (D01) with safety glass	No	1		
	Carried to Collection			R	

BILL NO 10

METALWORK

COLLECTION

	Page No		Amount
Total Brought Forward from Page No	47 48		
Carried to Summary		R	

BILL NO 10
METALWORK
SAHRA Onderdal School - Tender

Item No			Quantity	Rate	Amount
	BILL NO 11				
	PLASTERING				
	For preambles see "Model Preambles for Trades"				
	SUPPLEMENTARY PREAMBLES				
	PLASTER				
	Finish				
	Internal plaster shall be finished with a steel trowel and external plaster with a wooden float				
	SCREEDS				
	Screeds steel trowelled on concrete				
1	30mm Thick on floors and landings	m2	8		
	INTERNAL PLASTER				
	Cement plaster class II on masonry				
2	Walls	m2	35		
3	Narrow widths	m2	1		
	EXTERNAL PLASTER				
	Cement plaster class II on masonry				
4	Walls	m2	38		
5	Boundary walls	m2	19		
6	Boundary walls, circular on plan	m2	28		
	Carried to Collection			R	

7	Sills 330mm girth with sloping tops, edges and projecting soffits	m	4		
8	Copings 320mm girth with double sloping tops, two edges and two projecting soffits	m	20		

Carried to Collection R

BILL NO 11
PLASTERING
SAHRA Onderdal School - Tender

BILL NO 11

PLASTERING

COLLECTION

	Page No		Amount
Total Brought Forward from Page No	50		
	51		
Carried to Summary		R	

Item No			Quantity	Rate	Amount
	BILL NO 12				
	TILING				
	For preambles see "Model Preambles for Trades"				
	SUPPLEMENTARY PREAMBLES				
	Fixing				
	Ceramic, porcelain, marble and granite tiles are to be fixed and grouted with suitable adhesives and grouts as recommended by the manufacturer of the tiles				
	Descriptions				
	Descriptions of tiling shall be deemed to include for symmetrical arrangement of tiling with cutting along both sides of panels and for all straight cutting				
	Descriptions of tiling shall be deemed to include for cutting and fitting around all sanitary ware and pipes, etc not exceeding 150mm diameter				
	Descriptions of tiling shall be deemed to include for soft grouted joints at positions of joints in the substructure or at centres in both directions as recommended by the tile manufacturers or which represents good practice				
	WALL TILING				
	600 x 200mm to match approved white finish fixed with waterproof adhesive to plastered wall				
1	Walls	m2	4		
	Carried to Collection			R	

	FLOOR TILING				
	600 x 600 x 8mm "Ceramica" matt Concrete Grey heavy traffic, non-slip porcelain tiles in stacker bond, fixed with adhesive to screeds (screeds elsewhere)				
2	Floors and landings	m2	8		
3	120mm High skirtings of cut tiles	m	14		
	EDGE TRIMS, NOSINGS, ETC				
	"M-Trim"				
4	10mm aluminium straight edge trims	m	16		
	Carried to Collection			R	

BILL NO 12

TILING

COLLECTION

	Page No		Amount
Total Brought Forward from Page No	53 54		
Carried to Summary		R	

BILL NO 12
TILING
SAHRA Onderdal School - Tender

Item No		Quantity	Rate	Amount
	BILL NO 13			
	PLUMBING AND DRAINAGE			
	For preambles see "Model Preambles for Trades"			
	SUPPLEMENTARY PREAMBLES			
	Wire gratings			
	Descriptions of gutter outlets etc shall be deemed to include wire balloon gratings			
	Rock excavations			
	No claim for rock excavation will be entertained unless the contractor has timeously notified the principal agent thereof prior to backfilling			
	"Soft rock" and "hard rock" shall be as defined in "Earthworks"			
	Laying, backfilling, bedding, etc of pipes			
	Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions			
	Carried to Collection		R	

Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following:

SANS 1200 L : Medium-pressure pipelines, SANS 1200 LD : Sewers and SANS 1200 LE : Stormwater drainage

Pipe trenches, etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SANS 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 SANS 1200 LB : Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding

uPVC pipes and fittings

Drainage pipes and fittings shall be jointed and sealed with butyl rubber rings

Sanitary plumbing pipes and fittings shall be solvent weld jointed or sealed with butyl rubber rings

"Geberit" HDPE (high density polyethylene) drainage and sanitary plumbing pipes and fittings

Pipes and fittings shall be installed in accordance with Geberit's installation recommendations and jointed with ring seal socket joints

Gratings, covers, etc

Gratings, covers, etc shall be as manufactured by "Saint-Gobain", unless otherwise described

Septic tanks

Descriptions of septic tanks shall be deemed to include concrete base slabs, jointing to drains, etc

Carried to Collection R

uPVC pressure pipes and fittings

Pipes for water supply shall be of the class described

Pipes of 42mm 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

HDPE (high density polyethylene) pipes and fittings

Pipes shall be type 4 and of the class specified with "Plasson" or "Alprene" compression fittings

Fixing of pipes

Unless specifically otherwise stated, descriptions of pipes shall be deemed to include for :
- casting in, building in, chasing in and fixing to walls, etc, including chasing; or
- placing in ground or filling under solid floors, including necessary excavation, backfilling and ramming; or
- suspending not exceeding 1m below suspension level

General

Descriptions of ductile iron roof outlets shall be deemed to include joints to pipes and casting into concrete

Descriptions of pipes laid in and including trenches, sumps, catchpits, junction boxes, inspection chambers, french drains, septic tanks and the like shall be deemed to include for excavations, bedding of pipes, risk of collapse, keeping free of water, a dewatering system for removal of seepage water and water from other subterranean sources in the excavations designed and executed by the contractor, backfilling, compaction to a minimum of 93% modified AASHTO density and disposal of surplus material

Carried to Collection R

BILL NO 13
PLUMBING AND DRAINAGE
SAHRA Onderdal School - Tender

	Descriptions of sumps, catchpits, junction boxes, inspection chambers and the like shall be deemed to include reinforcement, step irons and channels where applicable Descriptions for jointing of new to existing pipes shall be deemed to include searching for the existing pipe, exposing if necessary, cutting into, jointing and necessary fittings Descriptions of washdown pans, slop hoppers, grease traps, septic tanks, etc shall be deemed to include for joints to soil pipes (pan connectors measured separately) Descriptions of all sanitary fittings shall be deemed to include for silicone sealant pointing between the fittings and finished wall surfaces				
	RAINWATER DISPOSAL				
	Seamless aluminium				
1	125 x 85mm Domestic ogee eaves gutters	m	4		
2	Extra over for stopped end	No	2		
	uPVC				
3	75mm Diameter rainwater pipes	m	3		
4	Extra over for outlet for 75mm diameter pipe	No	1		
5	Extra over for shoe	No	1		
	STORMWATER DRAINAGE				
	uPVC pipes				
6	110mm Pipes laid in and including trenches not exceeding 1m deep	m	18		
	Sundries				
7	Bidim A4 Geotextile membrane	m2	13		
	Carried to Collection			R	

8	Concrete encasing to 110mm horizontal pipes	m	18		
	SOIL DRAINAGE				
	Class 34 uPVC pipes				
9	110mm Pipes vertically or ramped to rodding eyes, etc (no excavations)	m	1		
10	110mm Pipes laid in and including trenches not exceeding 1m deep	m	7		
	Extra over class 34 uPVC pipes for uPVC fittings				
11	110mm Bend	No	5		
12	110mm Access junction	No	1		
	Sundries				
13	uPVC rodding eye with 110mm bend build into a 600 x 600 x 150mm 20MPa concrete slab surround set in ground, including cast iron marker	No	1		
14	Testing soil drainage system		Item		
	WATER SUPPLIES				
	HDPE class 10 pipes				
15	50mm Diameter pipe laid in and including trenches not exceeding 1m deep	m	60		
	Valves, meters, etc				
16	Gate valve	No	1		
	Sundries				
17	Jointing of new 50mm diameter HDPE pipe to existing water main, including adaptors, tees, etc	No	1		
18	150 x 150mm Type 11A cast iron stopcock box, including brick chamber below not exceeding 0.50m deep internally	No	1		
	Carried to Collection			R	

BILL NO 13
PLUMBING AND DRAINAGE
SAHRA Onderdal School - Tender

19	Testing water pipe system		Item		
	MISCELLANEOUS TO ALL PIPE TRENCHES, CHAMBERS, ETC				
	Extra over excavations for				
20	Excavation in soft rock (Provisional)	m3	5		
21	Excavation in hard rock (Provisional)	m3	3		
22	Carting away surplus material to a dumping site to be located by the contractor	m3	16		
	Extra over backfilling for				
23	Backfilling with sand supplied by the contractor and compacted to 100% modified AASHTO density (Provisional)	m3	16		
	SANITARY PLUMBING				
	uPVC pipes				
24	50mm Pipes	m	2		
	Extra over uPVC pipes for fittings				
25	50mm Bend	No	3		
26	110 x 50mm Reducing junction	No	1		
27	110mm Pan connector	No	1		
28	110mm Access bend with vent horn	No	1		
29	50mm Vent cowl	No	1		
	Carried to Collection			R	

BILL NO 13

PLUMBING AND DRAINAGE

COLLECTION

	Page No		Amount
Total Brought Forward from Page No	56		
	57		
	58		
	59		
	60		
	61		
Carried to Summary		R	

Item No		Quantity	Rate	Amount
	BILL NO 14			
	PAINTWORK			
	For preambles see "Model Preambles for Trades"			
	SUPPLEMENTARY PREAMBLES			
	DESCRIPTIONS			
	Descriptions of paintwork shall be deemed to include for all cutting in			
	PREPARATORY WORK TO EXISTING SURFACES			
	Plaster or concrete surfaces			
	Surfaces shall be thoroughly cleaned down by high pressure water jet and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed. All existing walls to be made good where damaged by removals, furniture, etc, and all screw and nail holes and cracks shall be opened, primed with plaster primer, filled with a suitable filler and finished smooth			
	PAINT SPECIFICATIONS			
	All painting shall be done in accordance with "Plascon" specifications unless otherwise specified			
	COLOURS			
	Unless otherwise described paintwork on ceilings shall be deemed to be in the "White" colour group and paintwork on all other components shall be deemed to be in the "Pastel" colour group in accordance with the Natural Colour System (NCS) adopted by the SA National Standards			
	Carried to Collection		R	

	PAINTWORK, ETC TO NEW SURFACES ON				
	SMOOTH PLASTER OR CONCRETE SURFACES WITH				
	One coat alkali resistant plaster primer and two coats interior quality paint on				
1	Walls	m2	34		
	One coat alkali resistant plaster primer and two coats exterior quality paint on				
2	Walls	m2	41		
3	Boundary walls	m2	50		
	PLASTER BOARD SURFACES WITH				
	One coat alkali resistant plaster primer and two coats interior quality paint on				
4	Ceilings and cornices	m2	8		
	FIBRE-CEMENT SURFACES WITH				
	Two coats pure acrylic paint on				
5	General surfaces at eaves and verges	m2	2		
	WOOD SURFACES WITH				
	One coat wood primer and two coats super universal enamel paint on				
6	Doors ("Eggshell enamel" colour group)	m2	3		
	METAL SURFACES WITH				
	Spot priming defects in pre-primed surfaces with metal primer and two coats super universal enamel paint on steel				
7	Door frames ("Eggshell enamel" colour group)	m2	1		
	Carried to Collection			R	

BILL NO 14

PAINTWORK

COLLECTION

	Page No		Amount
Total Brought Forward from Page No	63 64		
Carried to Summary		R	

Item No		Quantity	Rate	Amount
	BILL NO 15			
	EXTERNAL WORK			
	For preambles see "Model Preambles for Trades"			
	SUPPLEMENTARY PREAMBLES			
	Filling and layer work materials			
	References such as "G1", "G2", etc and "C1", "C2", etc in descriptions of filling and layer work materials refer to corresponding references in the document "Guidelines for Road Construction Materials. TRH 14 : 1985" compiled by the Committee of State Road Authorities and the properties set out therein for each kind shall be applicable to the respective materials described hereinafter			
	Testing of material and filling			
	Descriptions of earth filling, compaction, etc shall be deemed to include for all necessary testing required in accordance with the relevant SANS 1200 specification			
	Cutting			
	Where an item for filling of gaps with concrete against edge restraints is not measured, then descriptions of block pavings shall be deemed to include for straight cutting			
	Descriptions of block pavings shall be deemed to include for circular cutting around pipes, etc not exceeding 150mm diameter			
	Carried to Collection		R	

	Stormwater channels				
	Descriptions of channels shall be deemed to include all necessary excavation and disposal of surplus material				
	ROADS AND PARKING				
	Excavations in earth not exceeding 2m deep				
1	150mm Deep in existing road surfaces	m3	80		
	Extra over all excavations for carting away				
2	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	161		
	Earth filling supplied by the contractor				
3	Under roadways, etc of G5 material in accordance with SANS 1200 DM compacted to 98% modified AASHTO density	m3	80		
	Preparation of sub-grade				
4	Compaction of ground surface under roadways, etc, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% modified AASHTO density	m2	548		
	200 x 109 x 50mm "Corobrick" Clay paving in herringbone pattern with butt joints on and including 25mm thick sand bed with 1:6 cement and sand mixture swept into joints and hosed down				
5	"Champagne doppio" clay paving to roadways, etc in soldierbond pattern	m2	512		
	200 x 109 x 50mm "Corobrick" Clay paving in herringbone pattern with butt joints on and including 25mm thick sand bed with 1:6 cement and sand mixture swept into joints and hosed down				
6	"Nutmeg piazza" clay paving to roadways, etc in soldierbond pattern	m2	23		
	Carried to Collection			R	

BILL NO 15
EXTERNAL WORKS
SAHRA Onderdal School - Tender

7	Circular cutting to clay paving	m	13		
	Precast concrete kerbs, channels, etc, including excavation, backfilling, bases, haunching, bedding, jointing, pointing, etc				
8	75 x 150mm High edgings (SANS 927 Figure 12)	m	214		
9	180 x 250mm Concrete kerb (SANS 927 Figure 7)	m	29		
10	300 x 125mm Concrete kerb (SANS 927 Figure 14)	m	71		
	Timber poles				
11	110mm Diameter treated SA pine bollard, 900mm high	No	9		
12	140mm Diameter treated SA pine light pole, 4.80m high	No	9		
	FENCING				
	"Betafence" galvanised and PVC coated security fencing, including site clearance and preparation of ground				
13	"Betaview" mesh fencing with 76 x 12mm apertures 1.79m high above ground level fixed to 70 x 44mm "Bekafix Super Secure" H-shaped welded tubular posts at 3.05m centres with spider fixations and polyamide caps, including sawtooth top guards, anti-burrow (underdig) flat security mesh panels 450mm deep and concrete bases	m	326		
14	Pedestrian single leaf access gate 0.90 x 2.10m high of "Betaview" or similar approved panel, including hot dip galvanised frame, posts, barrel bolt, etc, as per architects specifications	No	1		
15	Vehicular sliding gate 3.00 x 2.10m high of "Betaview" or similar approved panels, including hot dip galvanised frame, posts, track embedded in and including 300 x 300mm concrete footing, etc, complete as per the architects specifications	No	1		
	Carried to Collection			R	

BILL NO 15
EXTERNAL WORKS
SAHRA Onderdal School - Tender

BILL NO 15

EXTERNAL WORKS

COLLECTION

	Page No		Amount
Total Brought Forward from Page No	66		
	67		
	68		
Carried to Summary		R	

BILL NO 15
EXTERNAL WORKS
SAHRA Onderdal School - Tender

Item No		Quantity	Rate	Amount
	BILL NO 16			
	PROVISIONAL SUMS			
	SUPPLEMENTARY PREAMBLES			
	General Work for which budgetary allowances are provided will be measured and valued in accordance with the relevant building agreement and deducted in whole or in part if not required without any compensation for loss of profit on the said allowances All prime cost amount and provisional sum allowances are net and will be adjusted in accordance with the relevant building agreement and deducted in whole or in part if not required without any compensation for loss of profit on the said allowances. Prime cost amounts shall include for delivery to site of all articles concerned Overheads and profit The contractor may allow for overheads and profit if required in the item "Allow for overheads and profit" wherever indicated Profit and general attendance upon selected subcontract works The item "Allow for profit and general attendance" which follows each selected subcontract works, shall be deemed to allow for the contractor's profit if required and to cover all the contractor's costs incurred in providing free of charge to the selected subcontract works the duties of the contractor as described in clause 12.2 of the JBCC N/S Subcontract Agreement inclusive of the amendments thereto contained in the "Preliminaries"			
	Carried to Collection		R	

	BUDGETARY ALLOWANCES			
	Pergola			
1	Provide an amount of R10 000.00 (Ten Thousand Rand) for pergola	Item		10 000.00
	Electrical installation			
2	Provide an amount of R310 000.00 (Three Hundred and Ten Thousand Rand) for electrical installation	Item		310 000.00
	Joinery and fittings			
3	Provide an amount of R15 000.00 (Fifteen Thousand Rand) for joinery and fittings	Item		15 000.00
	Ironmongery			
4	Provide an amount of R1 000.00 (One Thousand Rand) for ironmongery	Item		1 000.00
	Septic tank			
5	Provide an amount of R25 000.00 (Twenty Five Thousand Rand) for septic tank	Item		25 000.00
	Sanitary fittings			
6	Provide an amount of R41 000.00 (Forty One Thousand Rand) for sanitary and fittings	Item		41 000.00
	Carried to Collection		R	

BILL NO 16
PROVISIONAL SUMS
SAHRA Onderdal School - Tender

BILL NO 16

PROVISIONAL SUMS

COLLECTION

	Page No		Amount
Total Brought Forward from Page No	70		
	71		
Carried to Summary		R	

SUMMARY

Bill No		Page No		Amount
	PRELIMINARIES	15		
	DEMOLITIONS	18		
	EARTHWORKS	25		
	CONCRETE, FORMWORK AND REINFORCEMENT	29		
	MASONRY	33		
	WATERPROOFING	36		
	ROOF COVERINGS	39		
	CARPENTRY AND JOINERY	43		
	CEILINGS, PARTITIONS, ACCESS FLOORING, ETC.	46		
	METALWORK	49		
	PLASTERING	52		
	TILING	55		
	PLUMBING AND DRAINAGE	62		
	PAINTWORK	65		
	EXTERNAL WORKS	69		
	PROVISIONAL SUMS	72		
	TOTAL (EXCL VAT) CARRIED TO 5.8.1 OF CONTRACT DATA CE		R	

SAHRA Onderdal School - Tender

SUMMARY

Section No		Page No		Amount
	BUILDER'S WORK	73		
	Sub Total (Excluding VAT)		R	
	TOTAL (EXCL VAT) CARRIED TO 5.8.1 OF CONTRACT DATA CE		R	

SAHRA Onderdal School - Tender

ANNEXURE A

MINOR WORKS AGEEMENT

REFER TO STANDARD JBCC MINOR WORKS AGREEMENT 5.2 OF MAY 2018

ANNEXURE B

MINOR WORKS AGREEMENT : CONTRACT DATA

Project	Construction and execution of a perimeter fence and related works to the Paarl Offices
Employer	The South African Heritage and Resource Agency
Contractor	
Contract date	**File code :**

CONTRACT DATA
used in conjunction with
JBCC® Minor Works Agreement
Edition 5.2 -May 2018

JBCC®

The Joint Building Contracts Committee® NPC (JBCC®) is representative of building owners and developers, professional consultants and general and specialist contractors who contribute their knowledge and experience to the compilation of the JBCC® documents. The JBCC® documents portray the consensus view of the constituent members and are published in the interests of standardisation and good practice with an equitable distribution of contractual risk

Application of JBCC® agreements

The definitions contained in the JBCC® Minor Works Agreement apply to this document. A word or phrase in bold type in the text has the same meaning assigned to it in the definitions of such agreement. Where a word or phrase is not in bold type it has the meaning consistent with the context of its use

This contract data contains unique requirements applicable to the project and variables referred to in the JBCC® Minor Works Agreement and the JBCC® General Preliminaries. The information provided in this document by the principal agent is complete and accurate at the time of calling for tenders. Where additional information becomes available, all tenderers will be informed in writing. Reference to clause numbers in the JBCC® Minor Works Agreement are shown in [square brackets] in this contract data eg [3.2.1]. Spaces requiring information must be filled in, or marked as 'not applicable' but not left blank

This contract data, when completed and submitted by the contractor, becomes the form of tender. Where the contractor is appointed, the contract documents comprise the signed JBCC® Minor Works Agreement, this completed contract data, the priced document, drawings and other listed documents

Warning!

The JBCC® Minor Works Agreement Edition 5.2 has been coordinated with the JBCC® General Preliminaries and the JBCC® certificate forms and support documents. Forms from previous editions are not compatible with the JBCC® Minor Works Agreement Edition 5.2

Persons entering into or preparing contracts using the JBCC® suite of contract agreements and support documents are warned of the dangers inherent in modifying any part of it

Experience has shown that changes drafted by others, including members of the building professions, often have unintended results that may be prejudicial to either, or both, parties

Disclaimer

While the JBCC® aims to ensure that its publications represent best practice it does not accept or assume any liability or responsibility for any events or consequences which derive from the use of JBCC® documents

Copyright reserved

The name 'The Joint Building Contracts Committee® NPC', the abbreviation JBCC®, the electronic version e-JBCC® and the JBCC® logo are registered trademarks. The JBCC® claims authorship of this work. All rights are reserved. No part of this publication may be reproduced, stored in any retrieval system or transmitted in any form or by any means, electronic, mechanical, photocopying, scanning, recording, or otherwise, without the prior permission in writing of the JBCC®

Unauthorised reproduction of the work is an infringement of the copyright. Judicial proceedings can and will be instituted to obtain relief and recovery of damages

A PROJECT INFORMATION

A 1.0 Works [1.1]

Project name	Construction and execution of a perimeter fence and related works to the Paarl Offices
Reference number	SAHRA/PFU/PO/09/2024
Works description	Construction and execution of a perimeter fence, guardhouse, paving and related works to the Paarl Offices

A 2.0 Site [1.1]

Erf / stand number	Farm 1341		
Township / Suburb	Paarl		
Site address	Roggeland Rd, Paarl, 7646	**Co-Ordinates:** -33.693559214324836, 19.007316316077965	
Local authority	City of Cape Town		

A 3.0 Employer [1.1]

Name	South African Heritage and Resource Agency		
Legal entity of above	SAHRA	Contact person	Ms. Yonela Somtsewu
Business registration number		Telephone number	021 202 8664
VAT/GST number		Mobile number	
Country	South Africa	E-mail	ysomtsewu@sahra.org.za
Postal address			
		Postal code	
Physical address	111 Harrington St, District Six, Cape Town		
		Postal code	8001

A 4.0 Principal agent [1.1]

Name	Tusk Construction Support Services (Pty) Ltd		
Legal entity of above	Tusk CSS	Contact person	Nellis Beyers
Business registration number	1999/001303/07	Telephone number	021 424 4586/ 23
VAT/GST number		Mobile number	072 444 8477
Country	South Africa	E-mail	nellis@tuskcss.co.za
Postal address			
		Postal code	
Physical address	2nd Floor, Panorama Building, Tygerberg Office Park, 163 Uys Krige Drive		
		Postal code	7500

A 5.0 Agent [1.1; 6.2]

Discipline		ARCHITECT	
Name	Tusk Construction Support Services (Pty) Ltd		
Legal entity of above	Tusk CSS	Contact person	Nellis Beyers
Business registration number	1999/001303/07	Telephone number	021 424 4586/ 23
VAT/GST number		Mobile number	072 444 8477
Country	South Africa	E-mail	nellis@tuskcss.co.za
Postal address			
		Postal code	
Physical address	2nd Floor, Panorama Building, Tygerberg Office Park, 163 Uys Krige Drive		
		Postal code	7500

A 6.0	Agent [1.1; 6.2]	Discipline	CIVIL ENGINEER	
	Name	Tusk Construction Support Services (Pty) Ltd		
	Legal entity of above	Tusk CSS	Contact person	Matt du Plooy
	Business registration number	1999/001303/07	Telephone number	021 424 4586/ 23
	VAT/GST number	4560180285	Mobile number	082 299 0191
	Country	South Africa	E-mail	matt@tuskcss.co.za
	Postal address			
			Postal code	
	Physical address	2nd Floor, Panorama Building, Tygerberg Office Park, 163 Uys Krige Drive		
			Postal code	7500

A 7.0	Agent [1.1; 6.2]	Discipline	QUANTITY SURVEYOR	
	Name	Tusk Construction Support Services (Pty) Ltd		
	Legal entity of above	Tusk CSS	Contact person	Johann Scherer
	Business registration number	1999/001303/07	Telephone number	
	VAT/GST number		Mobile number	+(27) 76 833 0120
	Country	South Africa	E-mail	johann@tuskcss.co.za
	Postal address			
			Postal code	
	Physical address	2nd Floor, Panorama Building, Tygerberg Office Park, 163 Uys Krige Drive		
			Postal code	7500

A 8.0	Agent [1.1; 6.2]	Discipline	HEALTH AND SAFETY	
	Name	Tusk Construction Support Services (Pty) Ltd		
	Legal entity of above	Tusk CSS	Contact person	Henning Smit
	Business registration number	1999/001303/07	Telephone number	
	VAT/GST number	4560180285	Mobile number	083 788 0249
	Country	South Africa	E-mail	henning20.smit@gmail.com
	Postal address			
			Postal code	
	Physical address	2nd Floor, Panorama Building, Tygerberg Office Park, 163 Uys Krige Drive		
			Postal code	7500

A 9.0	Agent [1.1; 6.2]	Discipline	ELECTRICAL ENGINEER	
	Name	Tusk Construction Support Services (Pty) Ltd		
	Legal entity of above	Tusk CSS	Contact person	Ndimphiwe Mapuko
	Business registration number	1999/001303/07	Telephone number	
	VAT/GST number	4560180285	Mobile number	073 288 1806
	Country	South Africa	E-mail	Ndimphiwe@tuskcss.co.za
	Postal address			
			Postal code	
	Physical address	2nd Floor, Panorama Building, Tygerberg Office Park, 163 Uys Krige Drive		
			Postal code	7500

A 11.0	Agent [1.1; 6.2]	Discipline	N/A	
	Name			
	Legal entity of above		Contact person	
	Business registration number		Telephone number	
	VAT/GST number		Mobile number	
	Country		E-mail	
	Postal address			
			Postal code	
	Physical address			
			Postal code	

A 10.0	Agent [1.1; 6.2]	Discipline	N/A	
	Name			
	Legal entity of above		Contact person	
	Business registration number		Telephone number	
	VAT/GST number		Mobile number	
	Country		E-mail	
	Postal address			
			Postal code	
	Physical address			
			Postal code	

B CONTRACT DATA

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	STANDARD SYSTEM OF MEASURING BUILDING WORK SEVENTH EDITION

B 2.0 Law, regulations and notices [2.0]

Law applicable to the **works**, state country [2.1]	REPUBLIC OF SOUTH AFRICA

B 3.0 Offer and acceptance [3.0]

Currency applicable to this **agreement** [3.2]	SOUTH AFRICAN RANDS

B 4.0 Documents [4.0]

The original signed **agreement** is to be held by the **principal agent** [4.5], if not, indicate by whom		N/A
Number of copies of **construction information** issued to the **contractor** at no cost [4.5]	0	DRAWINGS ISSUED IN ELECTRONIC FORMAT

Description	Marked	Notes
Bills of Quantities		
The **JBCC®** Minor Works Agreement, Edition 5.2 May 2018	Annexure A	
The **JBCC®** Minor Works Agreement - Contract Data, Edition 5.2 May 2018	Annexure B	
The **JBCC®** General Preliminaries for use with the **JBCC®** Minor Works Agreement, Edition 5.2 May 2018	Annexure C	
Preliminaries Schedule	Annexure D	
ASAQS Model Preambles for Trades 2008	Annexure E	
Health and Safety Specification	Annexure F	
Contract Drawings	Annexure G	
Principal Agent - Delegated Authority	Annexure H	
General Conditions of Contract	Annexure I	

Contract drawings – description	Number	Revision	Date
Refer to Annexure G for full list of drawings			

B 5.0 Employer's agents [5.0]

Authority is delegated to the following **agents** to issue **contract instructions** and perform duties for specific aspects of the **works** [5.2]
Refer to Annexure H

Principal agent's and **agents**' interest or involvement in the **works** other than a professional interest [5.3]
None

B 6.0 Insurances [8.0]

Insurances by **employer**			Amount including **tax**	Deductible amount including **tax**
Contract works insurance:				
	New **works** [8.2.1] (**contract sum** or amount)		CONTRACT SUM PLUS 25%	R10 000
Or	**Works** with alterations and additions [8.2.1] (reinstatement value of existing structures with or including new **works)**		N/A	
	Direct contractors [13.0] where applicable, to be included in the contract works insurance		N/A	
	Free issue [10.1.12] where applicable, to be included in the contract works insurance		N/A	
	Escalation, professional fees and reinstatement costs if not included above		N/A	
Total of the above contract works insurance amount			CONTRACT SUM PLUS 25%	R10 000
Supplementary insurance [8.2.2]			CONTRACT SUM PLUS 25%	R10 000
Public liability insurance [8.2.3]			R10 000 000	R10 000
Removal of lateral support insurance [8.2.4]			N/A	
Other insurances [8.2.5]			N/A	
Yes/no?	NO	If yes, description 1	N/A	
Yes/no?	NO	If yes, description 2	N/A	

B 7.0 Obligations of the employer [10.1]

Existing premises will be in use and occupied [10.1.3]		Yes/no?	YES
If yes, description	THE EXISTING BUILDINGS WILL BE FULLY OCCUPIED FOR THE CONSTRUCTION PERIOD AND THE CONTRACTOR MAY NOT HINDER ANY OF THE OCCUPANTS		
Restriction of working hours [10.1.3]		Yes/no?	YES
If yes, description	STANDARD RESTRICTIONS WITHIN THE MUNICIPAL BOUNDARIES		
Natural features and known services to be preserved by the **contractor** [10.1.4]		Yes/no?	YES
If yes, description	TREES MUST BE PROTECTED AND BE FENCED IN TO THE APPROVAL OF THE PRINCIPAL AGENT. NO TREES NOT EARMARKED FOR REMOVAL MAY BE REMOVED, CUT, TRIMMED, ETC WITHOUT INSTRUCTION FROM THE PRINCIPAL AGENT AND SUPERVISION OF THE EMPLOYER.		
Restrictions to the **site** or areas that the **contractor** may not occupy [10.1.5]		Yes/no?	YES
If yes, description	THE CONTRACTOR, PLANT AND MATERIALS, ETC ARE RESTRICTED WITHIN THE AREA OF THE WORKS OR SITE ESTABLISHMENT. THE EXISTING BUILDINGS WILL BE FULLY OCCUPIED FOR THE CONSTRUCTION PERIOD AND THE CONTRACTOR MAY NOT HINDER ANY OF THE OCCUPANTS		
Supply of **free issue** [12.1.10]		Yes/no?	YES
If yes, description			

B 8.0 Direct contractors [13.0]

Extent of work [10.1.13]	N/A
Extent of work [10.1.13]	N/A
Extent of work [10.1.13]	N/A
Extent of work [10.1.13]	N/A
Extent of work [10.1.13]	N/A

B 9.0 **Possession of site** [10.1.6],**practical completion**[15.0;17.0] **and penalties** [18.0]

Practical completion for the **works** as a whole	Intended date of possession of the **site** [10.1.6]	Period for inspection by the **principal agent** [15.3]	Date for **practical completion** [15.1.1]	**Penalty** [18.1]
	One week after issuing of Purchase Order and Appointment letter	**working days**	3 Months after site handover certificate	Penalty amount per **calendar day** excl. **TAX**
		5		R2500.00 (Excl. VAT)

Criteria to achieve **practical completion** not covered in the definition of **practical completion**
THE WORKS AS DEFINED IN THE CONTRACT DOCUMENTS MUST BE COMPLETE WITH NO OUTSTANDING ITEMS AND FREE OF DEFECTS. WORKS COMPLETE AND FIT FOR PURPOSES INTENDED

B 10.0 **Payment** [19.0]

Date of month for issue of regular **payment certificates** [19.2]	7th

B 11.0 **Dispute resolution [22.0]**

Adjudication [22.5.1] Name of nominating body	TO BE AGREED
Applicable rules for adjudication [22.5.2]	TO BE AGREED
Arbitration [22.6.4] Name of nominating body	TO BE AGREED
Applicable rules for arbitration [22.6.5]	TO BE AGREED

B 12.0 **Changes made to JBCC® documentation**

Reference may be made to other documents forming part of this **agreement**

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 in Bill No 1 (Preliminaries) and such amendments, modifications, corrections or supplements shall take precedence over the standard clauses of the JBCC Minor Works 5.2 may 2018.** **This agreement is further supplemented by the National Treasury of Republic of South Africa Government Procurement: General Conditions of Contract July 2010 (ANNEXURE I) and in the case of any discrepancies, the General Conditions of Contract July 2010 will take precedence.**
Note: The amendments contained herein or in the single referenced Annexure constitute the only amendments to the standard JBCC Agreement that will apply. No other amendments shall be of any force or effect.

C **TENDER CLOSING**

Tender closing date	**25 09 2024**		Time	**11h00**
Tender submission address	111 Harrington Street, Cape Town, 8000			
Tender may be submitted by e-mail	yes/no?	YES	E-mail	ysomtsewu@sahra.org.za

D **TENDERER'S SELECTIONS**

D 1.0 **Securities** [9.0]

Guarantee for construction: Select Option A or B — B

Option A	~~**Guarantee for construction** (variable) by **contractor** [9.1.1]~~		
Option B	**Payment reduction** [9.1.2]		
Guarantee for payment by **employer** [9.2]		Amount	Not applicable
Advance payment, subject to a **guarantee for advance payment** [9.4]		Amount	Not applicable

D 2.0 **Contractor's annual holiday periods during the construction period**

Year 1 **contractor**'s annual holiday period	start date		end date	
Year 2 **contractor**'s annual holiday period	start date		end date	
Year 3 **contractor**'s annual holiday period	start date		end date	

D 3.0 **Payment of preliminaries** [19.0]

Select Option A or B

Where the **contractor** does not select an option, Option A shall apply

Option A	The **preliminaries** shall be paid in accordance with an amount prorated to the value of the **work**s executed in the same ratio as the amount of the **preliminaries** to the **contract sum,** which **contact sum** shall exclude the amount of **preliminaries**. Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio

Option B	The **preliminaries** shall be paid in accordance with an amount agreed by the **principal agent** and the **contractor** in terms of the **priced document** to identify an initial establishment charge, a time based charge and a final disestablishment charge. Payment of the time-based charge shall be assessed by the **principal agent** and adjusted from time to time as may be necessary to take into account the progress of the **works**

Lump Sum Contract

Where the total amount of **preliminaries** is not identified (in a lump sum contract) it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations

D 4.0 **Adjustment of preliminaries** [20.6.3]

Select Option A or B

Where the **contractor** does not select an option, Option A shall apply

Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustments of **preliminaries** in terms of his selection. Where completion in **sections** is required, the **contractor** shall provide an appotionment of **preliminaries** per **section.**

Option A	An allocation of the **preliminaries** amounts into Fixed, Value-related and Time-related amounts as defined for adjustments method Option A below, within fifteen (15) **working days** of the date of acceptance of the tender.

Option B	A detailed breakdown of the **preliminaries** amounts within fifteen (15) **working days** of possession of the **site.** Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of **construction equipment,** establishment and dis-establishment charges, insurances and guarantees, all in terms of the **programme.**

Adjustment methods

The amount of **preliminaries** shall be adjusted to take account of the effect of changes in time and/or value on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**

Option A	The **preliminaries** shall be adjusted in accordance with an allocation of **preliminaries** amounts to be provided by the **contractor**, apportioned to **sections** where completion in **sections** is required Fixed - An amount which shall not be varied; Value-related - An amount varied in proportion to the contract value as compared to the **contract sum**. Both the **contract sum** and **contract value** shall exclude the amount of **preliminaries**, contingency sum(s) and any provision for cost fluctuations; Time-related - An amount varied in **proportion to the number of calendar days extension to the date of practical completion** to which the **contractor** is entitled with an adjustment of the **contract value** [23.2; 23.3] as compared to the number of **calendar days** in the initial **construction period** [26.9.4]

Option B	The adjustment of **preliminaries** shall be based on the number of **calendar days** extension to the date of **practical completion** to which the **contractor** is entitled with an adjustment of the **contract value** [23.2; 23.3] as compared to the number of **calendar days** in the initial **construction period** [26.9.4] The adjustment shall take into account the resources set out in the detailed breakdown of the **preliminaries** for the period of construction during which the delay occured

Failure to provide particulars within the period stated

Option A	Where the allocation of **preliminaries** amounts for Option A is not provided, the following allocation of **preliminaries** amounts shall apply: Fixed - Ten per cent (10%) shall not be varied Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%) Where apportionment of **preliminaries** per **section** is not provided, the categorised amounts shall be prorated to the cost of each **section** within the **contract sum** as determined by the **principal agent**

Option B	Where the detailed breakdown of **preliminaries** amounts for Option B is not provided, Option A shall apply.

Lump Sum Contract

Where the total amount of **preliminaries** is not identified it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations

E FORM OF TENDER

E 1.0 Tenderer's details

Name			
Legal entity of above		Contact person	
Business registration number		Telephone number	
VAT/GST number		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

E 2.0 Acceptance of tender conditions

By submission of this tender to the **employer** the tenderer offers and agrees to execute and complete the **works** and to remedy any **defects** in conformity with the specification for the tender amount stated

The tender shall remain in full legal force for forty-five (45) **calendar days** from the closing date of the tender. The tenderer accepts liability for loss or damages that may be suffered by the **employer** should the tender validity period not be honoured

The lowest or any tender will not necessarily be accepted by the **employer** nor will reasons be given for such a decision

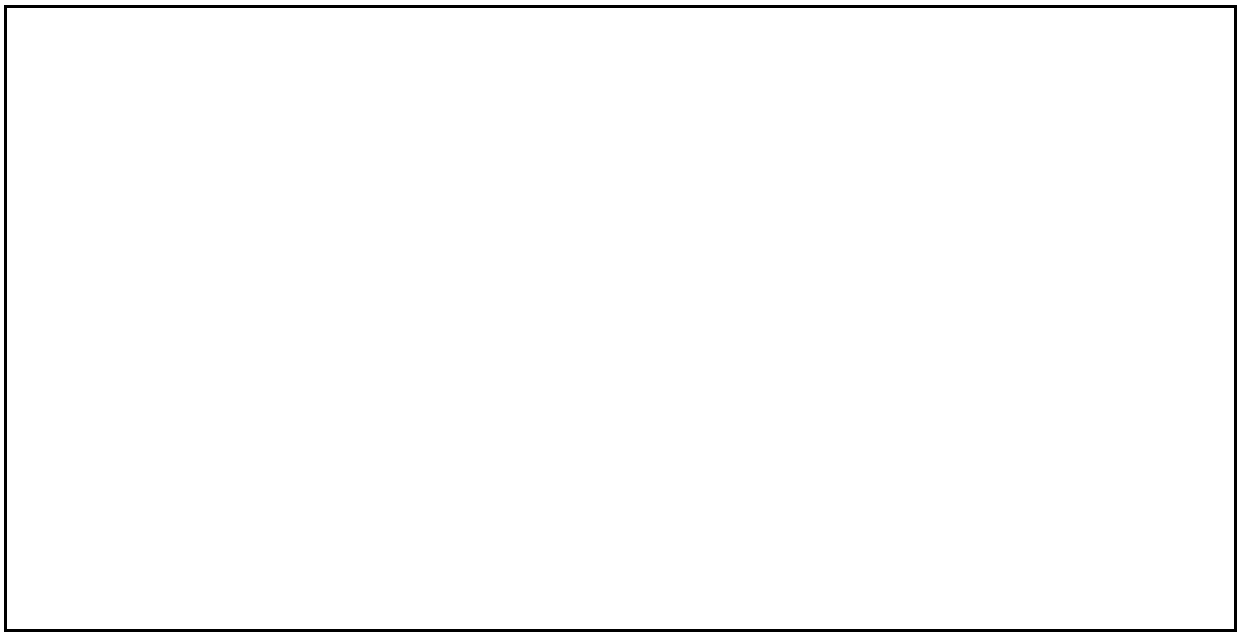
E 3.0 Tender amount compilation

		Amount
Tenderer's work excluding **tax**		
Tax	15%	
Total tender amount including **tax**		
Total tender amount including **tax**, in words		

Signature				Place	
Tenderer who by signature hereto warrants authority					
Name		Capacity		Date	

Signature		Place	
Witness			
Name		Date	

E 4.0 Tender qualifications



ANNEXURE C

PRELIMINARIES

REFER TO STANDARD ASAQS PRELIMINARIES FOR JBCC MWA 5.2 - MAY 2018

ANNEXURE D

PRELIMINARIES SCHEDULE

Project	Construction and execution of a perimeter fence and related works to the Paarl Offices
Employer	The South African Heritage and Resource Agency
Contractor	
Contract date	**File code :**

A PRELIMINARIES SCHEDULE

A1 ***Provisional bills of quantities***

[2.2] The quantities are provisional (yes / no) NO

A2 ***Availability of construction information***

[2.3] Construction documentation is complete (yes / no) NO

A3 ***Previous work - dimensional accuracy***

[3.1] Details

N/A

A4 ***Previous work - defects***

[3.2] Details

N/A

A5 ***Inspection of adjoining properties***

[3.3] Specific requirements

A PHOTOGRAPHIC RECORD OF THE EXISTING STRUCTURES IN CLOSE PROXIMITY TO THE SITE
IS REQUIRED BEFORE ANY WORK MAY COMMENCE

A6 ***Water***

[8.1] Option A (by **contractor**) (yes / no) NO

Option B (by **employer** - free of charge) (yes / no) NO

Option C (by **employer** - metered) (yes / no) YES

A7 ***Electricity***

[8.2] Option A (by **contractor**) (yes / no) NO

Option B (by **employer** - free of charge) (yes / no) NO

Option C (by **employer** - metered) (yes / no) YES

A8 Option A (by **contractor**) (yes / no) YES

Option B (by **employer**) (yes / no) NO

A9 ***Communication facilities***

[8.4] Specific requirements

NONE

A10 ***Protection of the works***

[11.1] NONE

A11 ***Protection/isolation of existing/sectionally occupied works***

[11.2] Protection is required (yes / no) NO

N/A

A12 ***Disturbance***

[11.5] Specific requirements

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

A13 ***Environmental disturbance:***

[11.6] Specific requirements

The **contractor** is to ensure that all roads which border the **site** and is 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**

ANNEXURE E

MODEL PREAMBLES FOR TRADES 2017

REFER TO STANDARD MODEL PREAMBLES FOR TRADES 2017

ANNEXURE F

HEALTH AND SAFETY SPECIFICATION

Hendrik Christiaan Smit trading as ***SMIT*** **H & S Consulting & Client Agent**

Tel: 083 788 0249 – Henning Smit (No 1 Sixth Avenue, Wellington) (SACPCMP Reg: CHSM/299/2019) Email – henning20.smit@gmail.com

Health & Safety and COVID-19 Specifications

Per Occupational Health & Safety Act of 1993 and Construction Regulations 5(1) a & b of 2014, COVID-19 Policy (COVID-19 Health & Safety Measures in the work place, COVID-19 (C19 OSH 2020))

Installation of a perimeter fence, construction of guard house and construction of road.

Onderdal Offices, Erf 1341, Dal Josephat Farm, Roggeland Road, 7646

Client **– SOUTH AFRICAN HERITAGE RESOURCES AGENCY (SAHRA)**

Principal Contractor – _____

Hendrik Christiaan Smit trading as *SMIT* H & S Consulting & Client Agent

Tel: 083 788 0249 – Henning Smit - Email – henning20.smit@gmail.com

Index

1) Purpose

2) Project Description

3) References & Guidelines

4) Site Establishment and Restrictions

5) Public Safety

6) Fire Protection

7) COVID-19

8) Induction Training and Medical Fitness

9) Risk Assessments and training

10) Excavations

11) Mobile Plant

12) Hazardous Chemicals

13) Responsibilities and Supervision of Construction Work

14) Appointments

15) Sub-contractor

16) Safety File & Registers

17) Handover

1) Purpose

The purpose of the Health & Safety Specifications is to determine the hazards involved in the construction process that will be done at **Onderdal Offices, Erf 1341, Dal Josephat Farm, Roggeland Road, 7646.** It includes the hazards the workers may encounter as well as hazards that may cause injury to the public or damage to property and includes the impact on the Environment. Therefor a system needs to be implemented to eliminate, minimize or control the hazards that may be encountered with the construction process. (Per Construction Regulation 5)

2) Project Description

The work will include the installation of a perimeter fence, road construction and construction of a new guard house at **Onderdal Offices, Erf 1341, Dal Josephat Farm, Roggeland Road, 7646 for SOUTH AFRICAN HERITAGE RESOURCES AGENCY (SAHRA).** The work will start on 12 August 2024 with the handover date 15 January 2025. If a change in height is encountered a Fall Protection review and risk reviews will need to be done. (Per Construction Regulation 5(2) and Construction Regulations 9 and 10)

3) References & Guidelines

The Occupational Health & Safety Act of 1993, Construction Regulations 2014, SANS 10085 for Scaffolding, Environmental Regulations of 2003, General Administrative Regulations of 2003, General Safety Regulations of 1992, General Machinery Regulations of 1988, Hazardous Chemical Substances Regulations of 2003, Road Safety Act of 2017, Electrical Installation Regulations of 2009, Facility Regulations of 2004, Noise Induced Hearing Loss Regulations of 2003, C19 OHS 2020 and the Health & Safety Specifications of the Client.

(Construction Regulations 5,6 and 7)

All Regulations apply until not reasonably practicable, when a safe work procedure need to be drawn up and implemented with practical implementation. (It must be able to be done practically by the workers).

4) Site Establishment and Restrictions

(Facility Regulations of 2004, Environmental Regulations of 2003, Occupational Health & Safety Act of 1993, Construction Regulations of 2014 and the Health & Safety Specifications of the Client)

The construction site shall be fenced off by the contractor. Warning signage need to be displayed – report to site office for induction before entering the construction site and warning of no unauthorized entry construction in progress need to be displayed on the fence or around the site.

There need to be an established eating area for the workers with roof covering, but eating in construction vehicles or any shaded area will be accepted as long as it's within the boundaries of the construction site. No eating and sleeping under trees on private property or across the street will be allowed. The workers will not be allowed to use the public open spaces. These spaces are for the use of the residents only.

Smoking will as far as possible be kept to one smoking area away from any flammable liquids and outside eating facilities or storage areas. No smoking will be allowed when working with flammable liquids. A Smoking policy needs to be explained to the workers. Signatures on a register will be sufficient proof.

A rubble area needs to be established and all rubble needs to be confined to this area. The rubble may not be piled up higher than 2m and need to be covered with plastic sheeting or netting if possible. (Water will not be allowed, because of the water problem the Western Cape is facing at the moment. Water need to be kept in 1000L tanks if possible and filled up for use through the day so that water consumption can be kept to a limit, but on this project, farm water out of the dam or river will be used. (This is a very difficult restriction, because of the amount of water needed in the construction process). No running taps or open taps for long periods of time will be allowed.

A storage area for flammable liquids and hazardous chemicals need to be established and kept to these areas. A Container will be sufficient. Warning signage and no smoking signage need to be displayed.

No workers will be allowed to enter the construction site without induction training or proof of induction training. No workers will be allowed to enter the construction site without proof of medical fitness. Any workers with high blood pressure will be allowed to work when they have proof of treatment that they are receiving and if they are kept to ground work as far as possible.

A sanitary facility needs to be provided for every 30 workers and one for each sex. It needs to be kept clean or cleaned at least once or twice a week. This need to be monitored so that smells and hygiene can be controlled. A bottle of hand soap needs to be available for the workers to wash their hands. In rainy conditions the workers need to have a covered area to have protection from the rain.

The workers need to be transported in a closed vehicle with the back door closed. No open air traveling will be allowed. The workers will not be allowed to work on the construction site without all the needed PPE. A trained first aider needs to be provided for ever 10 workers and a first aid box needs to be provided for every 5 workers.

Occupational Health & Safety Act of 1993, Construction Regulation 29, Construction Regulation 7, Facility Regulations of 2004.

5) Public Safety

Public safety is probably one of the three most important areas needing constant attention. The material trucks need to offload inside the site. The road in front of the gate needs to be kept clean at all times.

Trucks delivering material need to park in such a way not to obstruct vehicles of the residents and members of the public. Traffic cones need to be used to warn of obstructions in the road. And two guys with red flags need to control the traffic.

Members of the public and residents will not be allowed to enter the construction site, including social distancing requirements for COVID-19.

6) Fire Protection

All flammable liquids need to be stored in a closed container and warning signage and no smoking signage need to be displayed.

No fires will be allowed on the construction site. Workers will not be allowed to smoke when working with flammable liquids.

Chemicals that can cause a chemical reaction that can lead to a fire need to be stored separately.

A Dry powder Fire extinguisher is the only type of fire extinguisher that will be allowed on the construction site, because it can be used on any fire. It will just not be allowed in the offices, because it will harm and damage desktops and laptops or any electronic equipment. Only a CO2 fire extinguisher will be allowed in the office or near electronic equipment.

Construction Regulation 29

7) COVID-19 – N/A

Purpose

The purpose of the COVID-19 Health & Safety Specifications is to comply with the Government Gazette No 43257 dated 29 April 2020 and the Disaster Management Act 2002 as amended 29 April 2020, by means of precautionary measures to prevent the spread of COVID-19.

COVID-19 is a part of a Corona group of viruses, that was first discovered in Wuhan, China in December 2019. This virus gets spread by coughing or sneezing, when the small droplets lands up to 1,5m away on any surface and can then be spread to another person, by that person touching that surface and touching his or her mouth, nose or eyes. The symptoms include mostly flu symptoms with heavy lung infections and disease that can cause difficult breathing. A person with an already life threatening disease can face fatality. There have already dies over 200 persons in South Africa since April 2020.

Precautionary Measures Required

7.1 PPE (Additional to normal required PPE)

Every employer is required to supply all their workers with face masks and elastic gloves if needed free of charge. The workers are not allowed to enter the construction site without face masks.

7.2 Screening of Workers

The screening of the workers' temperature must happen, before they enter the construction vehicle. Then again before they enter the construction site. Workers with a temperature of 37.5 degrees and higher, may not enter the construction vehicle or the construction site. The temperature must be measured with a temperature measuring device that can read a person's temperature on his or her forehead without touching the person's skin.

7.3 Transport of Workers

All the workers of the principle contractor and sub-contractors must be screened for their temperature before they enter the construction vehicle. Suspected COVID-19 workers may not be allowed to enter a construction vehicle. The workers' temperature may not be 37.5 degrees or more. All the workers must wear face masks when transported and all construction vehicles may not be allowed transport more than 70% of their capacity. This is to ensure social distancing.

7.4 Entrance of Construction Site

The construction site must have a fence around it with no more than two entrances. An area of at least 2 to 3 meters needs to be demarcated with danger tape or signage around the construction site, to ensure that pedestrians use the other side of the road. Visitors may not be allowed to enter the construction site without making an appointment prior to arriving at the entrance. Members of the public may not be allowed to get in contact with workers outside the construction site. All persons must be screened for their temperature before entering the construction site. Persons with a body temperature of 37.5 degrees or more, may not be allowed to enter the construction site. Hand sanitiser must be available at the entrance of the construction site and all persons must sanitise their hands before entering.

7.5 Social Distancing

No more workers than 10 workers should work together in a 40 square meter area or room. No more than two persons should be together in a small room. A 1.5m to 2m distance should be practiced if possible, between all the workers. No more than 5 workers at a time should be allowed in a eating or dressing area, and that means different break times need to be implemented if possible, or some workers may need to eat outside with a 2m social distancing between the workers.

7.6 Sanitising and Disinfecting

Hand sanitiser must be available at both entrances of construction site. All persons must sanitise their hands before entering the construction site. All the eating and dressing areas need to be disinfected or sanitised daily. All sanitary facilities must be disinfected or sanitised daily. And sanitiser must be available at all the doors. All power tools or hand tools must be disinfected before use.

The contractor must do what they can to comply with the requirements of the COVID-19 Act 2020 and the Disaster Act Addendum of 2020 to ensure the prevention of the spread of COVID-19. The Client's Agent will represent the client in ensuring compliance.

8) Induction Training and Medical Fitness

No workers will be allowed to enter the construction site without induction training. No workers will be allowed to enter the construction site without proof of medical fitness. If there is one worker with no proof of medical fitness, he will be allowed to work with the exception of a medical fitness test arranged within 7 working days.
The Induction training must consist of the emergency procedure and where to go in the case of an emergency. It also needs to include who the first aider is on site and where the first aid box are kept. The induction training needs to include the site rules. The workers need to sign a register to acknowledge that they understand the induction. The induction training must include COVID-19 training.

9) Risk Assessments and training

The workers need to know what the dangers are that they will encounter when doing their work and how to do the work safely. Risk Assessments need to be done by a competent risk assessor to establish the risks and how it can be controlled and minimized. By assessing the risks the needed PPE can be established.
Then the workers need to be trained on the dangers of their work and the needed PPE that can protect them and how it needs to be used. The risk assessment training need to happen once a week. (OHS ACT Section 8, Construction Regulation 9)
The workers need to sign a register as acknowledgment that they understand the risks involved and how to do the work safely. A PPE register needs to be signed as proof of acceptance of the needed PPE. The PPE needs to be inspected daily.
Scaffolding need to be erected to the SANS 10085 and inspected, before it can be declared safe for use. It may only be erected and dismantled by a competent scaffold team with a competent scaffold supervisor and may only be inspected by a competent scaffold inspector. I will except a scaffold team with a competent scaffold supervisor and inspected by a competent scaffold inspector.
The scaffold needs to be indicated safe with scaffold safe signage.

The roof workers will not be allowed to work without a life line and full body harnesses that need to be inspected daily before the work starts, and the fall prevention system must be secured in a safe way to prevent a fall. The roof will be up to 10m high. (Per Construction Regulations 9 and 10)

The risk assessments must include COVID-19 risk assessments.

10) Excavations

All excavations need to be demarcated with netting and clearly visible. Tarffic cones needs to also be provided in public roads. Safe exit needs to be provided by means of a ladder or steps every 6m. The excavations must be inspected daily before the work starts. (Construction Regulation 13)

11) Mobile Plant

All operators must be in possession of competency and medical fitness. All mobile plant needs to be clearly visible with all warning lights in working order. The speed limit is 20km per hour. All mobile plant must be inspected daily.
(Construction Regulation 23, Driven Machinery Regulations of 2014)

12) Hazardous Chemicals

There must be a MSDS for every hazardous chemical used, available on site. The workers need to receive training on the dangers involved when using these hazardous chemicals.
(Hazardous Chemicals Regulation of 2008)

13) Responsibilities and Supervision of Construction Work

The construction process may not happen without the presence of a Construction Manager or the Assistant Construction Manager. The competency of the construction supervisor and the assistant construction supervisor will be accepted with a small declaration of experience in the form of a short CV just declaring his years of experience in construction supervision.
(Per Construction Regulations 8)

14) Appointments

The following appointments need to be made in the Safety File.
1) The appointments of the CEO and Project Manager – 16(1) and 16(2)
2) The appointment of the Construction Manager – 8(1)
3) The appointment of the Assistant Construction Manager – 8(2) n/a
4) The appointment of Construction Supervisor – 8(7)
5) The appointment of the Scaffold Erector if not going to use a scaffold company. n/a
6) The appointment of the Scaffold Supervisor if not going to use a scaffold company. n/a
67) The appointment of the Scaffold inspector. n/a
8) The appointment of the Emergency co-ordinator.
9) The appointment of the Fall Protection Plan Developer.
10) The appointment of the Risk Assessor.
11) The appointment of the Incident Investigator.
12) The appointment of the Health & Safety Officer.
13) The appointment of the Health & Safety Representative. (Only if 20 or more workers on site)
14) The appointment of the Fire Fighting Equipment Inspector. (Only with hot works)
15) The appointment of the First Aider. (10 or more workers)
16) The appointment of the Portable Electrical Tools Inspector.
17) The appointment of the excavation inspector.n/a
18) The appointment of the Ladder inspector.
19) The appointment of the PPE Inspector.
20) The appointment of the hand tools inspector.

21) The appointment of the stacking and storage supervisor.
22) The appointment of Construction Vehicle Operator. (DMR) n/a
23) The appointment of Lifting Machines Operator and Inspector. (LMR) n/a
24) Mandatory agreement and Principal Contractor Appointment from the Client – Mr Andrew Cairns
25) The appointment of a COVID-19 Compliance Manager. (C19 OHS 2020)
26) The appointment of a Demolition Supervisor. (CR 14) n/a

14) Sub-contractors

Every sub-contractor needs to sign a sub-contractor appointment and a 37(2) mandatory agreement with the **Principal Contractor**.
All the sub-contractors need to have a safety file on the site with a Safety Plan, Risk Assessments, Policies, Fall protection plan, proof of medical fitness for the workers, a valid proof of workman's compensation, proof of risk assessment training and registers of inspections of hand tools, ladders, power tools, excavations and PPE. The Principal Contractor will be responsible for the COVID-19 precautionary measures on the premises and compliance. But sub-contractors may fall under Scheltemar Roofing - principal contractor's safety plan on this project. Sub-contractors Just need to supply valid Letter of Good standing and medicals.

15) Safety File & Registers

The Safety File must include the following-
1) Safety File
2) Safety Policy, Smoking Policy, Drug & Alcohol Policy and Environmental Policy
3) Emergency Plan
4) Risk Assessments
5) Method Statements if needed.
6) Fall Protection Plan
7) Proof of Workman's Compensation
8) Proof of medical fitness.
9) PPE Issue Register.
10) PPE Inspection register
11) Power Tools Inspection Register
12) Ladder Inspection Register
13) Excavations Inspection Register - n/a
14) Fire Fighting Equipment Inspection Register – only when working with grinders.
15) First Aid Box Inspection Register.
16) Hand Tool Inspection Register
17) Incident Investigations
18) Proof of Risk Assessment training and Induction training.
19) Demolition work – n/a
In any order.

16) Handover

The Safety File needs to be kept in safe keeping for 3 years by the client or the principal contractor after the project was completed. The client agent will supply the principal contractor with a closeout document.

Signature Date: **31 July 2024**

Safety Inspector/ Client Agent – **Henning Smit**

Signature _____ **Date:** _____

Principal Contractor

Risks that must be covered in Risk Assessments:
1) Emergencies
2) Site Establishment
3) Parking of construction vehicles
4) Operations of Construction Mobile Plant n/a
5) Tower Crane Operations n/a
6) Material Hoist Operations n/a
7) Work with Power Tools
8) Work on ladders.
9) Scaffold erection, dismantling and safe work on scaffolding. n/a
10) Getting material and equipment to upper levels.
11) Formwork/Temporary Works operations. n/a
12) Removal of building rubble.
13) Storage and use of flammable liquids.
14) Storage and use of Hazardous Chemicals
15) Offloading of material and equipment.
16) Working at heights.
17) Working with hand tools.
18) Painting n/a
19) Plastering n/a
20) Tilling n/a
21) Bricklaying n/a
22) Fitting of reinforcing steel. n/a
23) Excavations n/a
24 Civil Works n/a
25) Fitting of Cupboards n/a
26) Fitting of Cladding n/a
27) Fitting of doors n/a
28) Fitting of windows n/a

ANNEXURE G

CONTRACT DRAWINGS

	DRAWING NO	DESCRIPTION
ARCHITECT		
1	1001 - Rev 0	Onderdal Offices Site Development Plan
2	1002 - Rev 0	Onderdal New Entrance and Guard House
3	1003 - Rev 0	Carport Drawings
CIVIL		
1	100 - Rev A	General Notes
2	101 - Rev A	Foundation & Surfacebed
3	102 - Rev A	Roof Layout
4	C-001 - Rev A	Civil layout and Details
5	BS-SF-01 - Rev 0	Guardhouse
6	BS-SF-02 - Rev 0	Guardhouse

ANNEXURE H

PRINCIPAL AGENT : DELEGATED AUTHORITY

1 Architect

The architect is responsible for the architectural design, functional design and quality inspection and monitoring. Without derogating from the generality thereof the architect will perform the following specific functions and duties:

1.01 Give opinion on aspects of the **works** which are not in accordance with the **agreement**

1.02 Supply the specified number of drawings

1.03 Be responsible for the design of the **works**

1.04 1001 -

1.05 Receive through the **contractor** and accept design documentation undertaken by **subcontractors**

1.06 Issue **contract instructions** to the **contractor** regarding:

1.6.1 Alteration to design, quality or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**
Foundation & Surfacebed

1.6.2 Removal of any **materials and goods** from **site** and the substitution of any other **materials and goods**

1.6.3 Removal or re-execution of any work

1.6.4 Opening up of work for inspection

1.6.5 Testing of work and **materials and goods**

1.6.6 Protection of the **works**

1.6.7 Making good physical loss and repairing damage to the **works**

1.6.8 **List for beneficial occupation, list for practical completion, list for completion** and **list for final completion**

1.6.9 Compliance with the **law**, regulations and bylaws

1.07 Witness the handing over to the **contractor** of pegs, beacons and datum levels

1.08 Define levels and provide the **contractor** with the necessary information to set out the **works**

1.09 Inspect the **works** from time to time and give the **contractor** interpretation and guidance on the standard and state of completion required for **beneficial occupation** and **practical completion**

1.10 Inspect the **works** for **beneficial occupation**

1.11 Issue the **list for beneficial occupation** and re-inspect upon request of the **contractor**

1.12 Inspect the **works** for **practical completion**

1.13 Issue the **list for practical completion** and re-inspect upon the request of the **contractor**

1.14 Inspect the **works** at the end of the **defects** liability period

1.15 Issue the **list for final completion** and re-inspect upon request of the **contractor**

2 Quantity Surveyor

The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions. Without derogating from the generality thereof, the quantity surveyor will perform the following specific functions and duties:

2.01 Consult with the **contractor** in correction of rates or errors and discrepancies

2.02 Complete the **contract data** and arrange for the signing of the **agreement**

2.03 Hold a signed set of **contract documents**

2.04 Supply the specified number of unpriced **bills of quantities** in electronic format only

2.05 Identify in the **contract data** any changes to the standard **JBCC** documentation and determine any loss and expense to the **contractor** caused by non-disclosure thereof

2.06 Deal with amounts paid by the **contractor** to authorities having jurisdiction over the **works**

2.07 Measure and value the making good of physical loss or damage

2.08 Issue **contract instructions** to the **contractor** regarding:

2.8.1 Rectification of discrepancies and errors in description or omissions in **contract documents**

2.8.2 Furnishing proof of payment to **subcontractors**

2.8.3 **Budgetary allowances** and work executed by the **contractor**

2.8.4 Contingency and other monetary provisions included in the **contract sum**

2.09 Prepare nominated and/or selected subcontract tender documents

2.10 Receive proof from the **contractor** that the **contractor's** payment obligations have been met in respect of **subcontractors**

2.11 Act on **employer's** instructions to pay **subcontractor**s directly

2.12 Adjustment on the **contract value** in respect of a revision to the date of **beneficial occupation** and **practical completion**

2.13 Calculate **penalties** for non-completion upon receipt of the relevant information from the **principal agent**

2.14 Valuation of payment claims for **payment certificates**

2.15 Calculate default and compensatory **interest** (if any) due to the **parties**

2.16 With each valuation for payment issue:

2.16.1 A statement to the **contractor** and each **subcontractor** showing the amount certified for the relevant **subcontractor**

2.16.2 A statement to the **employer** and **contractor** showing the total amount certified

2.16.3 A **recovery statement**

2.17 Determine the value of adjustments to the **contract value**

2.18 Receive from the **contractor** details of expense and loss claims and assess such claims

2.19 Prepare the **final account** and submit to the **contractor**

3 Civil, Structural and Façade Engineer

The civil, structural and façade engineer is responsible for all aspects of civil, structural and façade engineering design and quality inspection and monitoring. Without derogating from the generality thereof, the civil, structural and façade engineer will perform the following specific functions and duties:

3.01 Give opinion on aspects of the **works** which are not in accordance with the **agreement**

3.02 Supply the specified number of drawings

3.03 Be responsible for the design of the **works**

3.04 Receive and accept design documentation undertaken by **subcontractors**

3.05 Issue **contract instructions** to the **contractor** regarding:

3.5.1 Alteration to design, quality or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**

3.5.2 Removal of any **materials and goods** from **site** and the substitution of any other **materials and goods**

3.5.3 Removal or re-execution of any work

3.5.4 Opening up of work for inspection

3.5.5 Testing of work and **materials and goods**

3.5.6 Protection of the **works**

3.5.7 Making good physical loss and repairing damage to the **works**

3.5.8 **List for beneficial occupation, list for practical completion, list for completion** and **list for final completion**

3.5.9 Compliance with the **law**, regulations and bylaws

3.06 Witness the handing over to the **contractor** of pegs, beacons and datum levels

3.07 Define levels and provide the **contractor** with the necessary information to set out the **works**

3.08 Inspect the **works** from time to time and give the **contractor** interpretation and guidance on the standard and state of completion required for **beneficial occupation** and **practical completion**

3.09 Inspect the **works** for **beneficial occupation**

3.10 Issue the **list for beneficial occupation** and re-inspect upon request of the **contractor**

3.11 Inspect the **works** for **practical completion**

3.12 Issue the **list for practical completion** and re-inspect upon the request of the **contractor**

3.13 Inspect the **works** at the end of the **defects** liability period

3.14 Issue the **list for final completion** and re-inspect upon request of the **contractor**

4 Mechanical Engineer

The mechanical engineer is responsible for all aspects of mechanical engineering design and quality inspection and monitoring. Without derogating from the generality thereof, the mechanical engineer will perform the following specific functions and duties:

4.01 Give opinion on aspects of the **works** which are not in accordance with the **agreement**

4.02 Supply the specified number of drawings

4.03 Be responsible for the design of the **works**

4.04 Receive and accept design documentation undertaken by **subcontractors**

4.05 Issue **contract instructions** to the **contractor** regarding:

4.5.1 Alteration to design, quality or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**

4.5.2 Removal of any **materials and goods** from **site** and the substitution of any other **materials and goods**

4.5.3 Removal or re-execution of any work

4.5.4 Opening up of work for inspection

4.5.5 Testing of work and **materials and goods**

4.5.6 Protection of the **works**

4.5.7 Making good physical loss and repairing damage to the **works**

4.5.8 **List for beneficial occupation, list for practical completion, list for completion** and **list for final completion**

4.5.9 Compliance with the **law**, regulations and bylaws

4.06 Provide the **contractor** with the necessary information to set out the **works**

4.07 Inspect the **works** from time to time and give the **contractor** interpretation and guidance on the standard and state of completion required for **beneficial occupation** and **practical completion**

4.08 Inspect the **works** for **beneficial occupation**

4.09 Issue the **list for beneficial occupation** and re-inspect upon request of the **contractor**

4.10 Inspect the **works** for **practical completion**

4.11 Issue the **list for practical completion** and re-inspect upon the request of the **contractor**

4.12 Inspect the **works** at the end of the **defects** liability period

4.13 Issue the **list for final completion** and re-inspect upon request of the **contractor**

5 Electrical/Electronic Engineer

The electrical/electronic engineer is responsible for all aspects of electrical/electronic engineering design and quality inspection and monitoring. Without derogating from the generality thereof, the electrical engineer will perform the following specific functions and duties:

5.01 Give opinion on aspects of the **works** which are not in accordance with the **agreement**

5.02 Supply the specified number of drawings

5.03 Be responsible for the design of the **works**

5.04 Receive and accept design documentation undertaken by **subcontractors**

5.05 Issue **contract instructions** to the **contractor** regarding:

5.5.2 Removal of any **materials and goods** from **site** and the substitution of any other **materials and goods**

5.5.3 Removal or re-execution of any work

5.5.4 Opening up of work for inspection

5.5.5 Testing of work and **materials and goods**

5.5.6 Protection of the **works**

5.5.7 Making good physical loss and repairing damage to the **works**

5.5.8 **List for beneficial occupation, list for practical completion, list for completion** and **list for final completion**

5.5.9 Compliance with the **law**, regulations and bylaws

5.06 Provide the **contractor** with the necessary information to set out the **works**

5.07 Inspect the **works** from time to time and give the **contractor** interpretation and guidance on the standard and state of completion required for **beneficial occupation** and **practical completion**

5.08 Inspect the **works** for **beneficial occupation**

5.09 Issue the **list for beneficial occupation** and re-inspect upon request of the **contractor**

5.10 Inspect the **works** for **practical completion**

5.11 Issue the **list for practical completion** and re-inspect upon the request of the **contractor**

5.12 Inspect the **works** at the end of the **defects** liability period

5.13 Issue the **list for final completion** and re-inspect upon request of the **contractor**

6 Fire Engineer

The fire consultant is responsible for all aspects of rational fire design and quality inspection and monitoring. Without derogating from the generality thereof, the fire consultant will perform the following specific functions and duties:

6.01 Give opinion on aspects of the **works** which are not in accordance with the **agreement**

6.02 Supply the specified number of drawings

6.03 Be responsible for the design of the **works**

6.04 Receive and accept design documentation undertaken by **subcontractors**

6.05 Issue **contract instructions** to the **contractor** regarding:

6.05.1 Alteration to design, quality or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**

6.05.2 Removal of any **materials and goods** from **site** and the substitution of any other **materials and goods**

6.05.3 Removal or re-execution of any work

6.05.4 Opening up of work for inspection

6.05.5 Testing of work and **materials and goods**

6.05.6 Protection of the **works**

6.05.7 Making good physical loss and repairing damage to the **works**

6.05.8 **List for beneficial occupation, list for practical completion, list for completion** and **list for final completion**

6.05.9 Compliance with the **law**, regulations and bylaws

6.06 Provide the **contractor** with the necessary information to set out the **works**

6.07 Inspect the **works** from time to time and give the **contractor** interpretation and guidance on the standard and state of completion required for **beneficial occupation** and **practical completion**

6.08 Inspect the **works** for **beneficial occupation**

6.09 Issue the **list for beneficial occupation** and re-inspect upon request of the **contractor**

6.10 Inspect the **works** for **practical completion**

6.11 Issue the **list for practical completion** and re-inspect upon the request of the **contractor**

6.12 Inspect the **works** at the end of the **defects** liability period

6.13 Issue the **list for final completion** and re-inspect upon request of the **contractor**

7 Health and Safety Consultant

The health and safety consultant is responsible for all aspects of health and safety. Without derogating from the generality thereof, the health and safety consultant will perform the following specific functions and duties:

7.01 Act as the client's (**employer's) agent** in terms of Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993

7.02 Prepare and update the health and safety specification for the **works**

7.03 Agree with the **contractor** the health and safety plan for the **works**

7.04 Carry out regular audits to ensure adherence to the health and safety plan and compliance with the Act and Regulations

7.05 Check the maintenance of all records, registers and lists in terms of the requirements of the Act and the health and safety plan and specification

7.06 Issue **contract instructions** to the **contractor** regarding:

7.06.1 Compliance with the **law**, regulations and bylaws

7.06.2 Compliance with the health and safety plan and specification for the **works** including halting of the **works** where necessary

ANNEXURE I

GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 “Day” means calendar day.

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

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

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

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

RSA.

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

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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