



BID

**FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR
THE SUPPLY AND INSTALLATION OF INVISIBLE
PERIMETER FENCING AND CONSTRUCTION OF A
BOUNDARY WALL AT KABOKWENI INDUSTRIAL PARK
(CLUSTER 1)**

Issued by:

Mpumalanga Economic Growth Agency (“MEGA”)

Supply Chain Management Unit

MEGA OFFICE PARK

02 Eastern Boulevard

Riverside.

MEGA / 2026 / 08

CLOSING DATE: 07 OCTOBER 2025 AT 12:00PM

NAME OF A BIDDER: _____

TOTAL PRICE (all inclusive): _____

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE BELOW MENTIONED TENDER OF MPUMALANGA ECONOMIC GROWTH AGENCY

BID NUMBER:	MEGA / 2026 / 08	CLOSING DATE:	07 October 2025	CLOSING TIME:	12H00
DESCRIPTION	FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND INSTALLATION OF INVISIBLE PERIMETER FENCING AND CONSTRUCTION OF A BOUNDARY WALL AT KABOKWENI INDUSTRIAL PARK (CLUSTER 1)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA, MEGA Office Park, 02 Eastern Boulevard, 1st floor, Supply chain management unit					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. S Lekhuleni		CONTACT PERSON	Mr B Ngcane	
TELEPHONE NUMBER	013 492 5818		TELEPHONE NUMBER	013 492 5818	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	sibusiso.lekhuleni@mega.gov.za		E-MAIL ADDRESS	bongane.ngcane@mega.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

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ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA) | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA ? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION | <input type="checkbox"/> YES <input type="checkbox"/> NO |

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

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SECTION 1: BIDDING INFORMATION

Supply and installation of invisible perimeter fencing and construction of a boundary wall

**FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND
INSTALLATION OF INVISIBLE PERIMETER FENCING AND CONSTRUCTION OF A
BOUNDARY WALL AT KABOKWENI INDUSTRIAL PARK (CLUSTER 1)**

1. INTRODUCTION

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

- (i) the provision of funding to SMMEs, Co-operatives and Agricultural enterprises, as well as the provision of housing loans to citizens of Mpumalanga within the gap market;
- (ii) Proactively identifying investment opportunities within the Province, attracting investment into such opportunities through various trade and investment promotion initiatives, as well as facilitating that such investments into the province derive maximum development impact;
- (iii) delivering massive infrastructure within the Province
- (iv) The development and management of property in the form of industrial Parks which stimulate economic activity in the Province

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

2. PURPOSE

The Mpumalanga Economic Growth Agency intends to appoint a credible and experienced service provider for supply, installation of Clearview fence and building of boundary wall at Kabokweni Industrial Park.

3. BACKGROUND

In terms of the Act, MEGA has a responsibility to adhere to a number of regulations that ensure the achievement of its objectives such as real financial growth and sustainability, clean and unqualified audits and improved financial management capability maturity. The regulations in the Act include providing for, *inter alia*:

- Sound financial management;
- The efficient and effective management of all revenue, expenditure, assets and liabilities of the company; and
- The provision of responsibilities of persons entrusted with financial management in the organization.

MEGA's property portfolio spans all three regions in Mpumalanga, namely Ehlanzeni, Gert Sibande and Nkangala. Kabokweni Industrial Park is physically distressed due to decades of wear-and tear and minimal to no maintenance. To this end, MEGA has been unable to market the property portfolio as a prime location, thus offering the rental units at well below-market rates. This has had a severe negative impact on MEGA's rental revenue streams.

To remedy the situation, MEGA embarked on a multi-faceted property turnaround journey since 2022. MEGA identified a need to urgently install Clearview fencing and boundary wall for safety purposes. The current fencing is old, compromising the safety and privacy of the tenants.

4. PROJECT DELIVERABLES

The scope of work for fence installation includes tasks like site preparation, post installation, panel or rail attachment, gate installation, and any additional work like

staining or repairs. It also involves adhering to safety regulations, using appropriate tools, and potentially obtaining permits.

A Bills of Quantities attached to the document.

Detailed Breakdown:

- a) Site Preparation:** This involves clearing the area of debris, marking boundaries, and potentially levelling the ground.
- b) Post Installation:** This includes digging post holes, setting posts (with concrete), and ensuring they are plumb and properly spaced.
- c) Panel/Rail Attachment:** This step involves securing fence panels or rails to the posts, ensuring proper alignment, and spacing.
- d) Gate Installation:** The scope covers the installation of the gate posts, hinges, and latch mechanisms.
- e) Finishing Touches:** This can include tasks like staining the fence, installing caps on posts, or making any necessary repairs.
- f) Safety and Compliance:** Adhering to safety regulations, using proper tools (such as post hole diggers, hammers, saws), and potentially securing necessary permits are also part of the scope.
- g) Quality Control:** Ensuring the fence is straight, sturdy, and meets the agreed-upon specifications is crucial.
- h) Communication:** Reporting on work progress and communicating with the client or project manager is essential.

5. EVALUATION CRITERIA

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

- **Stage 1 - Responsiveness assessment:** Tenders' assessment in terms of the tender specification.
- **Stage 2 - Functionality assessment**
- **Stage 3 - Preferential Points System:** Financial offer (tender price) evaluation and Specific goals: Evaluation of the bidder's scores for the price submitted and scoring of bidders on their specific goals.

Appointment of a preferred bidder(s)

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

MEGA reserves the right to:

- Appoint one or more bidder(s) to provide the required service.
- Negotiate the final fee or rates with the preferred bidder(s).
- Consider the guidelines and prescribed hourly remuneration rates for consultants as provided in the **National Treasury Instruction 01 of 2013/2014: Cost Containment Measures**, where relevant.

6. MANDATORY REQUIREMENTS (STAGE 1)

All the submitted proposals will be assessed for compliance with the mandatory requirements as listed below:

(Failure to meet the below requirement(s), the bidder will be disqualified)

1.	CIDB requirement: CIDB level 3 SQ or higher
2.	Company /CC/Trust/Partnership registration certificates
3.	In case of a Joint Venture, an original or original certified copy of the joint/partnership agreement must be attached;
4.	A Letter of Good Standing, issued by the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 must be attached. The certificate must be valid as at the closing date of the Bid. A Letter of Intent will not be accepted.
5.	CV's and Certified educational qualifications of professional personnel
6.	Fully completed BOQ attached to the bid
7.	Fully completed, signed Standard bidding documents (SBD4; SBD6.1)
8.	Letter of authority to sign the bidding documents
9.	Certified copies of Directors' or Shareholders' Identity documents
10.	Proof registration on the Central Supply Database (Detailed report)
11.	Letter of approval by the Executive Authority to do business if the entity has a member(s) who is/are Government employees.
12.	Defective workmanship cover to the value of R2.5 million is required.
13.	Public Liability Insurance to the value of R10 million is required.

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14.	Professional indemnity cover of R10 million is required.
15.	Bidders who submit information that is fraudulent, factually untrue or inaccurate will be disqualified.

7. FUNCTIONALITY ASSESSMENT (STAGE 2)

All responsive bids will be subjected to an evaluation on functionality. The following criteria will be applied to evaluate the bidders. Bidders are therefore requested to submit information listed in the table below to enable MEGA to evaluate the bidding entity's capability and capacity.

1. Functionality/Quality	Weight	Points Scored
1. Methodology / Approach Statement 1.1. Understanding of scope of work 1.2. Work execution plan 1.3. Risk and Risk mitigation 1.4. Resource Utilization 1.5. Knowledge of local issues pertinent to the project 1.6. Quality control systems	35	
2. Managerial ability and available key personnel committed to this project. 2.1. Project team Organogram 2.2. Key personnel experience (CV's) 2.3. Qualification 2.4. Availability and commitment of people statement	20	
3. Experience in comparable projects 3.1. Similar completed projects 3.2. Value of the project (ZAR) 3.3. Name of the client and contact details	10	

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3.4. Commencement and completion or projected completion dates with proof		
3.5. Current projects and work-load		
4. Construction Resources to be used (Plant & Equipment)	15	
5. Programming and Cash-flow	20	
5.1. Detail Activities		
5.2. Explain logic – interdependency of activities		
5.3. Resource loading – people and equipment		
5.4. Cash flow related activities.		
Total Functionality	100	

It ensures alignment with **National Treasury Regulations, value-for-money principles, risk mitigation, and service delivery expectations.**

All bidders will be assessed as per the functionality assessment

- a) Responsive bids will first be evaluated on functionality and that bidders who score more than 70 points of the 100 points will be evaluated further on price and Specific Goals.
- b) Bidders who score less than the minimum threshold of 70 points will not be evaluated further for Price and Specific Goals.

Each criterion will be evaluated on a scale of 0 to 5 which shall be scored as indicated in the table below:

$$\text{Criterion Points scored} = \frac{\text{score (0 to 5)}}{5} \times \text{Weight of the Criterion}$$

Response	Score	Minimum assessment criteria
No response	0	The bidder does not include the relevant information required in the bid document.
Very poor	1	The bidder submits <u>relevant</u> information but is either incomplete or <u>lacks significantly</u> in addressing the expected response.
Poor	2	The bidder submits <u>relevant</u> information but is either incomplete or <u>somewhat lacking</u> in addressing the expected response.
Adequate	3	The bidder provides <u>sufficient information</u> as expected that addresses the required response adequately.
Very good	4	The bidder provides <u>more than sufficient</u> information which demonstrates superior (more than adequate/average) experience and knowledge to address the required response.
Excellent	5	The bidder provides more than sufficient information which demonstrates superior (more than adequate/average) experience and knowledge to address the required response. In addition, the bidder provides <u>innovative solutions and/or approach</u> to address the identified problem(s)

Bidder(s) who obtain a minimum of 70% to be evaluated further for price and specific goals. Thereafter, only the qualifying bids will be evaluated in terms of the 80/20 preference points system, where 80 points will be allocated to price only and 20 points will be allocated in line with the specific goals.

8. EVALUATION OF PRICE AND SPECIFIC GOALS (STAGE 3)

The **80/20 preference point system** shall be applied for the purpose of this bid, as per the requirements of the *Preferential Procurement regulations, 2022*. **Bills of quantities attached on this document as Annexures A.**

Criteria	Points
Points on Price	80
Specified Goals	20
TOTAL	100

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

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

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of the lowest acceptable tender

A maximum of 20 points can be awarded to a tenderer for the specific goals specified for the tender.

The points scored for the specific goals will be added to the points scored for price.

POINTS AWARDED FOR SPECIFIC GOAL(S)

IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

In terms of Regulations 5(2) & 6(2) of the 2022 PPR, preference points are awarded only for achievement of the **specific goals** set out in the tender, per its own scoring schedule.

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

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

The Specific Goals allocated points in terms of this tender	Number of points allocated (20)
1. Enterprise owned by Black people.	4 points
2. Enterprise owned by Women	4 points
3. Enterprise owned by Youth	4 points
4. Enterprise owned by Disabled	4 points
5. Enterprise owned by SMME's-QSE and EME	4 points
Total	20 Points

DECLARATION BY BIDDER

I hereby confirm that:

- I understand the applicable **80/20** system.
- I have properly completed this form and provided all required supporting documents for specific goal claims.
- I am aware the purchaser may require substantiation of all claims at any time.

BIDDER NAME: _____

SIGNATURE: _____

DATE: _____

9. PROJECT TIMELINES

The appointed service provider(s) will be required to start immediately after signing the contract.

10. CONFIDENTIALITY

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

11. ENQUIRIES

Enquiries related to this bid may be addressed via email on or before **30 September 2025** and time as indicated below:

All enquiries must be directed to:

Supply Chain Management

Mr. Sibusiso Lekhuleni

Supply Chain Management Unit:

013 492 5818

sibusiso.lekhuleni@mega.gov.za

Technical

Mr. B Ngcane

Properties and Infrastructure

013 492 5818

bongane.ngcane@mega.gov.za

12. CLOSING DATE AND TIME

Date: 07 OCTOBER 2025

Time: 12H00 pm South African Time (GMT +2.00)

13. BID VALIDITY PERIOD

The Bid validity period is for 90 days.

14. METHOD AND PLACE OF SUBMISSION

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

MEGA Head Office

Supply Chain Management Unit

MEGA Office Park

02 Eastern Boulevard

Riverside

Mbombela

1200

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

15. SITE INSPECTION DATE

Date : 23 SEPTEMBER 2025

Time : 10:00

Place : Kabokweni Industrial Park – Factory No. 2

16. COMPULSORY BRIEFING SESSION

Date : 25 SEPTEMBER 2025

Time : 10:00

Place : MEGA Office Park, Head office, Riverside, Mbombela

Failure to attend the site briefing will result in an automatic disqualification of the bidder.

16. CONDITION OF THE BID.

MEGA reserves its right to award or not to award this BID.

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SECTION 2: RESPONDENT INFORMATION

(To be completed by Respondent)

Respondent Information

1. Name of company: _____

2. Company registration number: _____

3. Address of company:

Postal Address:

Street Address:

Company's internet address: _____

4. Contact person:

Name: _____

Designation: _____

Telephone number: _____

Fax number: _____

5. Names of the directors of your company:

Name: _____

Designation: _____

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6. Total number of Employees:

7. Declaration:

The information supplied in this document is correct and complete to the best of my knowledge and accurately reflects the capability of:

(Company name):

Signature:

Date:

Name:

This BID is signed in my capacity as:

SECTION 3: TERMS AND CONDITIONS

(To be read very carefully by respondent)

Special Conditions for the BID

1. INTERPRETATION AND DEFINITIONS

1.1 Definitions

The expressions defined below shall have the meaning hereby assigned to them unless inconsistent with the context of a particular proposal, agreement, contract or order.

1.1.1 “Company”: Mpumalanga Economic Growth Agency

1.1.2 “Closing date”: the date and hour specified in the document

2. BID INVITATION

2.1 Bid Preparation

All costs in the preparation, presentation and demonstration will be on the account of the interested parties. All supporting documentation and manuals submitted in response to this request for information will become “company's” property unless otherwise stated by the interested parties at the time of submission.

2.2 Confidentiality

The information obtained through this request for information will be regarded as confidential; however, MEGA does not accept liability for any information that may become public.

2.3 No binding Agreement

It must be clearly understood that no business will be awarded to any interested parties of this request for information. Prices submitted with the request for information are for information only and no interested parties will be held to any price submitted. MEGA further reserves the right to contact individual interested parties to obtain further information should this be deemed necessary.

2.4 Samples

Interested parties may, as part of their response, submit samples, brochures or documentation of the products supplied by the interested parties. Samples, brochures and documentation submitted will be returned to the interested parties only on request.

3. BID

3.1 Document requiring completion and return

Interested parties must complete and submit the following documents as part of their response:

- a. Prescribed bid documents
- b. Completed and signed SBD documents (SBD1, 4, 6.1)
- c. General conditions of contract
- d. Any information required in the bid

3.2 Amendment of documents by MEGA

MEGA may, at any time prior to the deadline for lodging the request for information, amend the documents or extend the time for lodging documents by notice in writing to the prospective Interested parties. (Any amendments under this clause will become part of the request for information).

4. PREPARATION OF REQUEST FOR INFORMATION

4.1 Language of document

The BID and all correspondence and documents related to the request for information exchanged by the interested parties and MEGA shall be written in English.

5. SUBMISSION OF REQUESTS FOR INFORMATION

5.1 Address and marking of requests for information

All Bids must be:

- a) Enclosed in a plain envelope or wrapping and clearly marked with the request for information number specified on the document.
- b) Lodged so as to ensure that they are received not later than the closing time and date specified for their receipt in accordance with directives issued with the document.

5.2 Number of copies required

The interested parties must submit 2 copies including the original (one original hard copy and a soft copy – USB).

5.3 Closing date

All requests for information close on the date and the time indicated in the document.

5.4 Late submissions

Bids are late if they are received at the address indicated in the document after closing time and date. MEGA will not consider any late proposal(s).

ANNEXURE A

BILL OF QUANTITIES FOR KABOKWENI FACTORY NO. 2

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CONSTRUCTION OF A BOUNDARY WALL, SUPPLY AND INSTALLATION OF INVISIBLE WALL PERIMETER FENCING AT KABOKWENI CLUSTER 1 INDUSTRIAL PARK IN MBOMBELA LOCAL MUNICIPALITY, EHLANZENI DISTRICT, MPUMALANGA PROVINCE					
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION NO. 1	H1	0		
	<u>BILL NO 1</u>	H1	0		
	<u>PRELIMINARIES</u>	H1	0		
	<u>BUILDING AGREEMENT AND PRELIMINARIES</u>	H2	0		
	The JBCC Series 2000 Principal Building Agreement (July 2007 edition 5.0, reprint 1) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described		0		
	The JBCC Principal Building Agreement Contract Data EC and the JBCC Principal Building Agreement Contract Data CE form an integral part of this agreement		0		
	The ASAQS Preliminaries (November 2007 edition) published by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement shall be deemed to be incorporated in these bills of quantities		0		
	Contractors are referred to the abovementioned documents for the intent and meaning of each clause thereof		0		
	These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this agreement such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the abovementioned documents		0		
	Where any item is not relevant to this specific agreement such item is marked N/A (signifying "not applicable")		0		
	PREAMBLES FOR TRADES	H2	0		
	The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained		0		
	Supplementary preambles are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the said Model Preambles		0		
	The contractor's prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the said Model Preambles and in any supplementary preambles		0		
	PRICING OF PRELIMINARIES	H2	0		
	Should the contractor select Option A in terms of subclause 3.2.1 in the Contract Data - Contractor to Employer (CE) for the purpose of adjustment of these preliminaries, the amount entered into the amount column in these preliminaries is to be divided into one or more of the three categories provided namely Fixed (F), Value Related (V) and Time Related (T)		0		
	SECTION A: PRINCIPAL BUILDING AGREEMENT	H2	0		
	Definitions (A1)	H3	0		
	Clause 1.0 - Definitions and interpretation The measuring system used for the preparation of the bills of quantities is the Standard System of Measuring Building Work (sixth edition, revised 1999) published by the Association of South African Quantity Surveyors [1.1] F:..... V:..... T:.....	Item	1		R
	Objective and preparation (A2 - A14)	H3			
	Clause 2.0 - Offer acceptance and performance obligations F:..... V:..... T:.....	Item			

Clause 21.0 - Selected subcontractors General attendance of n/s subcontractors for pricing by the contractor shall be in accordance with the n/s agreement. Notwithstanding this provision, general attendance shall be deemed to include for the contractor to provide free of charge to any n/s subcontractor such scaffolding as may reasonably be required by such n/s subcontractor for the execution of the relevant subcontract work F:..... V:..... T:.....	Item			
Clause 22.0 - Employer's direct contractors F:..... V:..... T:.....	Item			
Clause 23.0 - Contractor's domestic subcontractors F:..... V:..... T:.....	Item			
Completion (A24 - A30)	H3			
Clause 24.0 - Practical completion F:..... V:..... T:.....	Item			
Clause 25.0 - Works completion F:..... V:..... T:.....	Item			
Clause 26.0 - Final completion F:..... V:..... T:.....	Item			
Clause 27.0 - Latent defects liability period F:..... V:..... T:.....	Item			
Clause 28.0 - Sectional completion F:..... V:..... T:.....	Item			
Clause 29.0 - Revision of date for practical completion The removal and replacement of materials and/or workmanship which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value (Clause 29.3) F:..... V:..... T:.....	Item			
Clause 30.0 - Penalty for late or non-completion: 0.05% of the Contract Amount inclusive of Value Added Tax per Calendar day F:..... V:..... T:.....	Item			
Payment (A31 - A35)	H3			
Clause 31.0 - Interim payment Materials and goods stored off site shall not be included in the amount authorised for payment [31.6.5] F:..... V:..... T:.....	Item			
Clause 32.0 - Adjustment to the contract value - NOT APPLICABLE All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor [32.13] Where prices are submitted by the contractor or n/s subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the agreement and notwithstanding the fact that such prices may be used in an interim payment certificate there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing The contractor shall not receive any mark-up for overheads and profit on any omission of tenant installation work or tenant installation work by others. Claims for loss of profit shall not be entertained [32.2] F:..... V:..... T:.....	N/A			
Clause 33.0 - Recovery of expense and loss F:..... V:..... T:.....	Item			
Clause 34.0 - Final account and final payment F:..... V:..... T:.....	Item			
Clause 35.0 - Payment to other parties F:..... V:..... T:.....	Item			
Termination (A36 - A39)	H3			
Clause 36.0 - Termination by employer - contractor's default F:..... V:..... T:.....	Item			
Clause 37.0 - Termination by employer - loss and damage F:..... V:..... T:.....	Item			
Clause 38.0 - Termination by contractor - employer's default F:..... V:..... T:.....	Item			
Clause 39.0 - Termination - cessation of the works F:..... V:..... T:.....	Item			
Dispute (A40)	H3			

Clause 40.0 - Settlement of disputes F:..... V:..... T:.....	Item		
Contract variables (A41 - A42)	H3		
Clause 41.0 - Post tender provisions The contractor is to complete and submit with his tender the JBCC Principal Building Agreement Contract Data CE F:..... V:..... T:.....	Item		
Clause 42.0 - Contractual agreement The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties F:..... V:..... T:.....	Item		
SECTION B: PRELIMINARIES	H2		
Definitions and interpretation (B1)	H3		
Clause 1.0 - Definitions and interpretation F:..... V:..... T:.....	Item		
Documents (B2)	H3		
Clause 2.1 - Checking of documents F:..... V:..... T:.....	Item		
Clause 2.2 - Provisional bills of quantities F:..... V:..... T:.....	Item		
Clause 2.3 - Availability of construction documentation The budgetary allowances and selected subcontract amounts allocated for subsequent trades included in this agreement will be separately procured, based on multiple procurement of selected subcontractors during the construction period F:..... V:..... T:.....	Item		
Previous work and adjoining properties (B3)	H3		
Clause 3.1 - Previous work - dimensional accuracy F:..... V:..... T:.....	Item		
Clause 3.2 - Previous work - defects F:..... V:..... T:.....	Item		
Clause 3.3 - Inspection of adjoining properties F:..... V:..... T:.....	Item		
Samples, shop drawings and manufacturer's instructions (B4)	H3		
Clause 4.1 - Samples of materials F:..... V:..... T:.....	Item		
Clause 4.2 - Workmanship samples F:..... V:..... T:.....	Item		
Clause 4.3 - Shop drawings F:..... V:..... T:.....	Item		
Clause 4.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....	Item		
Deposits and fees (B5)	H3		
Clause 5.1 - Deposits and fees F:..... V:..... T:.....	Item		
Temporary services (B6)	H3		
Clause 6.1 - Water F:..... V:..... T:.....	Item		
Clause 6.2 - Electricity F:..... V:..... T:.....	Item		
Clause 6.3 - Telecommunication facilities F:..... V:..... T:.....	Item		
Clause 6.4 - Ablution facilities F:..... V:..... T:.....	Item		
Prime cost amounts (B7)	H3		
Clause 7.1 - Responsibility for prime cost amounts F:..... V:..... T:.....	Item		

CONSTRUCTION OF A BOUNDARY WALL, SUPPLY AND INSTALLATION OF INVISIBLE WALL PERIMETER FENCING AT KABOKWENI CLUSTER 1 INDUSTRIAL PARK IN MBOMBELA LOCAL MUNICIPALITY, EHLANZENI DISTRICT, MPUMALANGA

Special attendance on n/s subcontractors (B8)	H3			
Clause 8.1 - Special attendance F:..... V:..... T:.....	Item			
General (B9)	H3			
Clause 9.1 - Protection of the works F:..... V:..... T:.....	Item			
Clause 9.2 - Protection/isolation of existing/ occupied works Certain areas of the sitewill be occupied during the construction period (see item 4 page 14) F:..... V:..... T:.....	Item			
Clause 9.3 - Security of the works F:..... V:..... T:.....	Item			
Clause 9.4 - Notice before covering work F:..... V:..... T:.....	Item			
Clause 9.5 - Disturbance F:..... V:..... T:.....	Item			
Clause 9.6 - Environmental disturbance F:..... V:..... T:.....	Item			
Clause 9.7 - Works cleaning and clearing F:..... V:..... T:.....	Item			
Clause 9.8 - Vermin F:..... V:..... T:.....	Item			
Caluse 9.9 - Overhand work F:..... V:..... T:.....	Item			
Schedule of variables (B10)	H3			
Information necessary for elections and completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that no specific requirements are expected or that the clause is not relevant to this specific contract				
10.1 - Provisional bills of quantities [2.2] The quantities are provisional No				
10.2 - Availability of construction documentation [2.3] Construction documentation is complete Yes				
10.3 - Previous work - dimensional accuracy [3.1]				
10.4 - Previous work - defects [3.2]				
10.5 - Inspection of adjoining properties [3.3]				
10.6 - Water [7.2] Option A (by contractor) Yes Option B (by employer - free of charge) No Option C (by employer - metered)				
10.7 - Electricity [7.3] Option A (by contractor) Yes Option B (by employer - free of charge)				
10.8 - Telecommunications [7.4] Telephone Yes				
10.9 - Ablution facilities [7.5] Option A (by contractor) Yes Option B (by employer)				
10.10 - Protection of the works [9.1]				
10.11 - Protection/isolation of existing/sectionally occupied works [9.2] Protection/isolation is required No				
10.12 - Disturbance [9.5]				
10.13 - Environmental disturbance [9.6]				
SECTION C: SPECIFIC PRELIMINARIES	H2			
Any special items to meet the particular circumstances of a specific project are embodied in this section. Where required for an aspect of the works to be executed according to a design by a consulting engineer, a recital of the headings to the individual clauses of the JBCC Engineering General Conditions are included				

CONSTRUCTION OF A BOUNDARY WALL, SUPPLY AND INSTALLATION OF INVISIBLE WALL PERIMETER FENCING AT KABOKWENI CLUSTER 1 INDUSTRIAL PARK IN MBOMBELA LOCAL MUNICIPALITY, EHLANZENI DISTRICT, MPUMALANGA

Black economic empowerment and training F:..... V:..... T:.....	Item			
Proprietary branded products F:..... V:..... T:.....	Item			
The contractor shall take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instructions after consultation with the manufacturer's authorised representative				
Contract instructions F:..... V:..... T:.....	Item			
Contract instructions issued on site are to be recorded in triplicate in a contract instruction book which is to be supplied and maintained on site by the contractor				
Labour record F:..... V:..... T:.....	Item			
At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and descriptions of tradesmen and labourers employed by him and all subcontractors on the works each day of that week				
Plant record F:..... V:..... T:.....	Item			
At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools used on the works each day of that week				
Guarantees F:..... V:..... T:.....	Item			
Where guarantees are called for, the contractor shall obtain a written guarantee, addressed to the employer, from the firm supplying the materials and/or doing the work and shall deliver same to the principal agent on the certified completion of the contract. The guarantee shall state that workmanship, materials and installation are guaranteed for a specified period from the date of certified completion of the contract, and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice from the principal agent to do so. This guarantee will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the contractor. The principal agent shall be the sole judge of the cause responsible for defects in the work and his decision shall be final and binding in terms of clause 40.2 of the agreement				
Overtime F:..... V:..... T:.....	Item			
Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorised, in writing, prior to execution thereof, that costs for such overtime are to be borne by the employer				
Co-operation of contractor for cost management F:..... V:..... T:.....	Item			
It is specifically agreed that the contractor accepts the obligation of assisting the professional consultants in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget. The quantity surveyor undertakes to make available to the contractor all budgetary allowances and cost assessments/reports to enable the proper procedures to be implemented and the contractor will attend all cost plan review and cost management meetings. The contractor undertakes to extend these procedures in regard to all subcontractors				
Occupational Health and Safety Specification F:..... V:..... T:.....	Item			

CONSTRUCTION OF A BOUNDARY WALL, SUPPLY AND INSTALLATION OF INVISIBLE WALL PERIMETER FENCING AT KABOKWENI CLUSTER 1 INDUSTRIAL PARK IN MBOMBELA LOCAL MUNICIPALITY, EHLANZENI DISTRICT, MPUMALANGA

<p>The contractor shall comply with all the requirements set out in the Construction Regulations 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993). It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document. The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including extension of time or interest, due to such delay of payment. Provisions for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.</p>				
<p>Allow for the compulsory equipment and clothing, ie hats, safety shoes, safety clothing, safety glasses, safety masks, harnesses, etc F:..... V:..... T:.....</p>	Item			
<p>Allow for all compulsory health and safety posters, boards, etc F:..... V:..... T:.....</p>	Item			
<p>Allow for all compulsory health and safety workshops, meetings, lectures, demonstrations, etc F:..... V:..... T:.....</p>	Item			
<p>Allow for all compulsory health and safety pamphlets, cards, paperwork, etc to each worker, consultant, public individual, etc coming onto the site F:..... V:..... T:.....</p>	Item			
<p>Allow for compulsory health and safety files that must be completed daily and must be handed to the employer on completion of the contract F:..... V:..... T:.....</p>	Item			
<p>Scope of Application as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item			
<p>Notification of Construction Work as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item			
<p>Employer's responsibilities as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item			
<p>Principal Contractor's responsibility as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item			
<p>Supervision of construction work as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item			
<p>Risk assessment as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item			
<p>Fall protection as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item			
<p>Structures Formwork and Support as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item			
<p>Excavation as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item			
<p>Demolition work as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item			
<p>Tunnelling as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item			
<p>Scaffolding as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item			
<p>Suspended platforms as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item			
<p>Botswains chairs as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item			
<p>Materials hoists as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item			
<p>Batch plant as per Act No 85 of 1993 F:..... V:..... T:.....</p>	Item			

Explosive powered tools as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
Cranes as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
Construction vehicles and mobile plant as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
Electrical installations and machinery on construction sites as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
Use and temporary storage of flammable liquids on construction sites as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
Water environments as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
Housekeeping on construction sites as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
Stacking and storage on construction sites as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
Fire precautions as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
Construction welfare as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
Approved inspection Authorities as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
Offences and penalties as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
Repeal of regulations as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
Short title as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
Obligatory Sub-contracting and Training F:..... V:..... T:.....	Item			
The Contractor shall sub-contract 40% of the work to Domestic Sub-contractors as listed in the Schedule of Sub-Contractors in the Returnable Schedules. The Principal Agent and the Contractor shall at all times make sure that the work complies with the relevant specifications, standards and norms as contained in this tender. The Principal Agent and the Contractor shall provide for the necessary skills transfer and assistance to complete the sub-contracted section of the works. The Principal Agent and the Contractor shall provide the necessary documentation to the Domestic Sub-Contractor for upgrading of the rating by CIDB. BEE Sub-Contractors must be 100% black owned and have offices in Mpumalanga Province				
Expanded Public Works Programme F:..... V:..... T:.....	Item			
The Contractor shall study the guidelines for the implementation of labour-intensive infrastructure projects under the Expanded Public Works Programme (EPWP) attached to this document. The Contractor shall take note of the requirements and inform all selected and or other sub-contractors, as no claim afterwards will be entertained				
C11.1 Local and targeted labour F:..... V:..... T:.....	Item			
Allow for regular submission of proof of employment of local skilled and unskilled labour to Employer's representative F:..... V:..... T:.....	Item			
Training allowance paid to targeted labour in respect of formal training. F:..... V:..... T:.....	Item			
Extra over for the administration of payment of training allowances to targeted labour F:..... V:..... T:.....	Item			
Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site F:..... V:..... T:.....	Item			
C12: Contract drawings F:..... V:..... T:.....	Item			

	<p>The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed. Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent</p> <p>C13:General preambles F:..... V:..... T:.....</p> <p>C14:Trade names F:..... V:..... T:.....</p> <p>Wherever a trade name form any product has been described in the bills of quantities / lump sum document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders. If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for</p> <p>C15:Community Liaison Officer F:..... V:..... T:.....</p> <p>Allow for a Community Liaison Officer (CLO) to be appointed F:..... V:..... T:.....</p> <p>Allow for net extra cost involved in the employment of a Community Liaison Officer (CLO) in respect of the site office. F:..... V:..... T:.....</p> <p>Allow for net extra cost involved in the employment of a Community Liaison Officer (CLO) in respect of the toilets. F:..... V:..... T:.....</p> <p>Allow for net extra cost involved in the employment of a Community Liaison Officer (CLO) in respect of the sheds. F:..... V:..... T:.....</p> <p>C16: SANS 1921-6: HIV/AIDS Awareness read in conjunction with the Associated Specification Data F:..... V:..... T:.....</p> <p>General requirements (Clause 4.1) F:..... V:..... T:.....</p> <p>HIV/AIDS awareness programme (Clause 4.2) F:..... V:..... T:.....</p> <p>Reporting (Clause 4.3) F:..... V:..... T:.....</p> <p>SUMMARY OF CATEGORIES</p> <p>Category : Fixed R..... Category : Value R..... Category : Time R.....</p>	<p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>H3</p>			
	SECTION 1:TOTAL-P & G's			R	-
	<p>SECTION NO. 2</p> <p>BILL NO 1</p> <p>ALTERATIONS (ALL PROVISIONAL)</p> <p>Notes: Tenderers are advised to study the 'Specifications of Materials and Methods to be used' before pricing this Bill</p> <p>GENERAL NOTES</p> <p>SHORT DESCRIPTIONS</p> <p>For further preambles and full descriptions of items not fully described in this Bill, reference must be made to supplementary preambles and descriptions in the other Bills of this Section. Such supplementary preambles and descriptions shall apply equally to the work in this Bill</p> <p>GENERAL</p>	<p>H1</p> <p>H1</p> <p>H1</p> <p>H2</p> <p>H2</p> <p>H2</p>			

	<p>In taking down and removing existing work the utmost care shall be observed to prevent any structural or other damage to remaining portions of the building and the Contractor shall provide all shoring, needling, strutting, etc. to ensure the stability of all structures during alteration work. Special care shall be exercised during the progress of the work to ensure that any electrical installations, water supply pipes, telephone and other services which may be encountered are not interfered with and notice shall be given to the Representative/Agent if any disconnection or alterations become necessary</p> <p>Any water supply and other piping that may be encountered and which is found necessary to disconnect or cut shall, after such disconnection or cutting has been authorised by the Representative/Agent, be effectively stopped off and any new connections that may be necessary made with the proper tees, junction pieces, etc. to the satisfaction of the Representative/Agent. The Contractor shall afford every facility to workmen not under his control making disconnections and new connections as required to any services</p> <p><u>MATERIALS FROM THE ALTERATIONS, CREDIT, ETC.</u></p> <p>OLD MATERIALS TO BECOME THE PROPERTY OF THE CONTRACTOR. Old materials from alterations, except where described as to be "re-used" or "handed over" become the property of the Contractor who may allow credit for same where provided for in these Bills of Quantities. OLD MATERIALS TO BE CARTED AWAY. Old materials from the alterations, where described as to be "removed" as well as all rubbish, etc. must be regularly carted from the site and not be allowed to accumulate on or around the site. OLD MATERIALS NOT TO BE RE-USED. None of the old materials are to be used for new work except where specifically described as being "set aside for re-use". HANDING OVER OF MATERIALS. Where certain materials or articles from alterations are described as to be "handed over" to the Representative/Agent, such material or articles shall be properly stored by the Contractor, until handing over thereof. The Contractor must obtain an official receipt listing the materials or articles and dates of handing over. If the Contractor fails to submit the receipt when requested, it shall be deemed that the materials or articles are still in his possession and he will be held liable to the Department for the full replacement value thereof, which amount will be deducted from any monies due to the Contractor</p> <p><u>EXISTING BUILDINGS</u></p> <p>The existing buildings will be in use and occupied during the progress of the contract and the Contractor will be required to carry out the works in such a manner as will least interfere with the occupants and with the minimum of disturbance. Contractors are also to note that due to the buildings being occupied the repairs and renovations works will be required to be executed in a specific order as will be determined by the Representative/Agent in conjunction with the Airforce Base Authorities</p> <p><u>SIZE PERTAINING TO EXISTING WORK</u></p> <p>The Contractor is advised to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the correctness of sizes of all new work. All sizes given in relation to existing work are approximate</p> <p><u>MAKING GOOD DAMAGED WORK</u></p> <p>The Contractor shall make good in all trades to existing work where damaged or disturbed through the alterations with all necessary new materials to match the existing</p> <p><u>FORMING NEW OPENINGS OR ALTERING OPENINGS IN EXISTING WALLS</u></p> <p>Descriptions of forming new openings or altering openings in existing walls shall be deemed to include breaking out for and forming new brick, in-situ concrete or prestressed concrete lintels, including all reinforcement, formwork, turning pieces, etc., building up jambs or portion of openings as described with brickwork properly toothed and bonded to existing, building cavities of hollow walls solid where necessary and making good finishes all round on both sides and into reveals as described</p> <p><u>BUILDING UP OPENINGS</u></p> <p>Descriptions of building up existing openings where given in number shall be deemed to include preparing existing surfaces all around, brickwork properly toothed and bonded to existing, wedging up and making good on both sides as described</p> <p><u>PAINTWORK</u></p> <p>Where plasterwork on walls, ceilings, etc. are required to be patched or made good, prices are to include for the appropriate priming coat and one coat undercoat to receive paint finishing coats which are measured elsewhere</p>	<p>CONT</p> <p>H2</p> <p>H2</p> <p>H2</p> <p>H2</p> <p>H2</p> <p>H2</p> <p>H2</p> <p>H2</p>			
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	<p>The contractor must protect all work not removed such as walls, floors, doors, windows, fittings, etc. from damage during the progress of the work and provide all necessary materials for doing so. All shoring, etc. of portions of the existing buildings necessary to ensure the stability of the premises while executing the demolitions or alterations is to be provided by the contractor, who will be held solely responsible for any damage to persons or property and for safety of the structure throughout the contract period. The contractor will be required to make good at his own expense any damage that may occur.</p> <p>Tenderers are advised to visit the site before tendering and satisfy themselves as to the nature and extent of the works, means of access to the site and availability of working space. No claims will be entertained due to the tenderer having failed to comply with the above conditions. The descriptions in the items are given as a guide and to assist contractors in tendering, but not necessarily accurate or complete. Contractors must verify the items by personal inspection on the site. Unless otherwise stated the contractor shall not remove or interfere with any furniture, furnishings, fittings or similar articles belonging to the Employer and /or their staff.</p> <p><u>PROCEDURE OF WORK</u></p> <p>The Representative/Agent reserves the right to direct the order in which the contract will be executed, should circumstances necessitate such action.</p> <p><u>LOSS BY THEFT, FIRE OR OTHERWISE</u></p> <p>The risk of loss, theft, fire, storm, riot or otherwise of the buildings to be demolished and the materials therein shall rest entirely with the contractor immediately upon the handing over of the site. He shall take such steps as he may deem fit for his own protection against such loss.</p> <p><u>Water and other piping</u></p> <p>Any water supply or other piping that may be met with and found necessary to disconnect or cut are to be effectually stopped off or grubbed up and removed and any new connections that may be necessary and are to be made with proper fittings and to the satisfaction of the Architect to whom due notice is to be given regarding all alterations to existing services. Prices for items of demolitions, are where applicable, to include for taking out and removing all sanitary fittings, plumbing and water supplies.</p> <p><u>Electrical and other services</u></p> <p>Special care is to be exercised not to unnecessarily interfere with any electric light, bell, power, telephone or other wires and fittings that may be met with and due notice must be given to the Architect when any disconnections, removals, diversions, interruptions, etc. are necessary and the contractor is to afford every facility to the workmen carrying out this work.</p> <p>The contractor must protect all work not removed such as walls, floors, doors, windows, fittings, etc. from damage during the progress of the work and provide all necessary materials for doing so. All shoring, etc. of portions of the existing buildings necessary to ensure the stability of the premises while executing the demolitions or alterations is to be provided by the contractor, who will be held solely responsible for any damage to persons or property and for safety of the structure throughout the contract period. The contractor will be required to make good at his own expense any damage that may occur.</p> <p><u>Existing buildings occupied</u></p> <p>Tenderers are advised that the existing buildings will be in occupation during the building operations and due allowance must be made for the work being carried out in such a manner as will least interfere with the general routine of the occupants. Adequate warning must be given if a particular section of the building has to be evacuated to carry out the work.</p> <p><u>Noise prevention</u></p> <p>The contractor shall take special care to minimise noisy operations during business hours. Such measures will include, inter alia, the use of silent compressors and strict control of workmen.</p> <p>The contractor shall demolish the portions of existing structures or buildings with a minimum amount of damage to adjoining buildings, materials, pavings, etc. Any damage caused is to be made good at his own expense with materials to match the existing to the entire satisfaction of the Architect. Tenderers should take particular note of and allow accordingly in their prices for the type of structure and materials to be encountered and the thickness of walls, concrete slabs, etc. to be demolished. Unless otherwise described all materials arising from the demolitions and alterations are to become the property of the contractor and he is to allow a credit for the same as provided for on the final summary page. These materials, including all rubbish and debris shall be immediately carted away and the site left clean and unencumbered. None of the old brick from the demolitions are to be re-used for any new brickwork.</p>	H2				
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<p><u>Bricking up, altering or breaking new opening in existing walls</u></p> <p>Where the Contractor is required to form openings, alter openings or brick up openings in existing walls all brickwork shall be made good at jambs including properly bonding to existing. Brickwork in bricking up openings shall be wedged and pinned up to brickwork or concrete over in cement mortar. Cement screeds, pavings, granolithic, etc. in openings are to be levelled and prepared for raising of brickwork. Plaster to reveals to openings are to have all external angles rounded and making good of finishes is to include for junction with existing finishes. Where openings are described as having new brick lintols they are to be with minimum 220mm end bearings and prices are to include for brick reinforcement to suit the width of the wall. Lintols are to be three courses high up to span of 1000mm and four courses high up to span of 1000mm and four courses high when exceeding that span and brickwork is to be built in 1:3 cement mortar. Where openings are described as having precast prestressed concrete lintols they are to be with minimum 220mm end bearings of 30 MPa concrete. One prestressed lintol for each half brick thickness is required and is to be reinforced with and including all necessary high tensile wire.</p> <p><u>Making good, etc.</u></p> <p>Prices are to include for making good in all trades to existing work, where damaged or disturbed through alterations, with all necessary new materials to match existing and leave complete and perfect in every respect.</p> <p><u>REMOVAL OF EXISTING WORK</u></p> <p><u>SECTION 2</u></p> <p><u>BILL NO. 1</u></p> <p><u>ALTERATIONS</u></p> <p><u>DEMOLITIONS ETC</u></p> <p><u>Taking down and removing</u></p> <p>Diamond mesh fence 2.5m high with steel posts and droppers</p> <p>5000 x 1800 mm high steel gate</p>	H2				
	H2				
	H2				
		m	550	R	-
		No	4	R	-
<u>SECTION 2: TOTAL ALTERATIONS</u>					R -
<p><u>SECTION NO. 3</u></p> <p><u>EXTERNAL WORKS</u></p> <p><u>BILL NO. 1</u></p> <p><u>CONSTRUCTION OF A BOUNDARY WALL</u></p> <p>Tenderers are advised to study the Model Preambles for Trades before pricing this Bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Nature of ground</u></p> <p>The nature of the ground is assumed to be loose sandy material, therefore "earth", but possibly interspersed with "soft rock" or "hard rock"</p> <p><u>Carting away of excavated material</u></p> <p>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</p> <p><u>Filling</u></p> <p>Notwithstanding the reference to prescribed multiple handling in clause 1, page 6 of the Standard System of Measuring Building Work, prices for filling and backfilling shall include for all selection and any necessary multiple handling of material</p> <p><u>SITE CLEARANCE ETC</u></p> <p><u>Site clearance</u></p> <p>Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc</p> <p>Stripping average 150mm thick layer of top soil and stockpiling on site</p> <p><u>REMOVAL OF TREES ETC</u></p>	H1				
	H1				
	H1		0		
			0		
	H3		0		
	H4		0		
			0		
	H4		0		
			0		
	H4		0		
			0		
	H3		0		
	H4		0		
	m2	700		R	-
	m2	700		R	-

CONSTRUCTION OF A BOUNDARY WALL, SUPPLY AND INSTALLATION OF INVISIBLE WALL PERIMETER FENCING AT KABOKWENI CLUSTER 1 INDUSTRIAL PARK IN MBOMBELA LOCAL MUNICIPALITY, EHLANZENI DISTRICT, MPUMALANGA

Taking out and removing, grubbing up roots and filling in holes	No	20	R	-
Tree stump exceeding 500mm and not exceeding 1000mm girth	No	5	R	-
<u>Cutting down and removing, grubbing up roots and filling in holes</u>				
Hedge not exceeding 1000mm high	m	200	R	-
Hedge exceeding 1000mm and not exceeding 2000mm high	m	150	R	-
Tree exceeding 200mm and not exceeding 500mm girth	No	10	R	-
Tree exceeding 500mm and not exceeding m 1000mm girth	No	5	R	-
<u>EXCAVATION, FILLING, ETC</u>	H3			
<u>EXCAVATION, FILLING, ETC OTHER THAN BULK</u>				
<u>Excavation in earth not exceeding 2m deep</u>	H4			
Trenches	m3	126	R	-
<u>Extra over trench and hole excavations in earth for excavation in</u>	H4			
Soft rock	m3	13	R	-
Hard rock	m3	6	R	-
<u>Extra over all excavations for carting away</u>	H4			
Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	82	R	-
<u>Risk of collapse of excavations</u>	H4			
Sides of trench and hole excavations not exceeding 1,5m deep	m2	420	R	-
<u>Keeping excavations free of water</u>	H4			
Keeping excavations free of all water other than subterranean water	Item	1	R	-
<u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 91% Mod AASHTO density</u>	H4	0		
Backfilling to trenches, holes, etc	m3	44	R	-
<u>SOIL POISONING</u>				
<u>Soil Insecticide</u>				
To bottoms and sides of trenches	m2	630	R	-
<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>	H3	0		
<u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>	H3	0		
<u>25MPa/19mm concrete</u>	H4	0		
Strip footings	m3	53	R	-
<u>TEST BLOCKS</u>	H3			
Making and testing 150 x 150 x 150mm concrete strength test cube (Provisional)	No	3	R	-
<u>Fabric reinforcement</u>	H3			
Type 193 fabric reinforcement in concrete surface beds, slabs, etc	m2	210	R	-
<u>MASONRY</u>	H3			
<u>FOUNDATIONS</u>				
<u>Brickwork of NFP bricks in class II mortar</u>	H4			
Piers	m3	7	R	-
One brick wall	m2	88	R	-
One and half brick walls	m2	60	R	-
<u>SUPERSTRUCTURE</u>				
<u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in class I mortar</u>				
Piers	m3	32	R	-

CONSTRUCTION OF A BOUNDARY WALL, SUPPLY AND INSTALLATION OF INVISIBLE WALL PERIMETER FENCING AT KABOKWENI CLUSTER 1 INDUSTRIAL PARK IN MBOMBELA LOCAL MUNICIPALITY, EHLANZENI DISTRICT, MPUMALANGA

One brick walls (Fair Face)	m2	630		R	-
Brick-on-edge header course sill laid sloping and slightly projecting	m	350		R	-
Brickwork reinforcement	H4				
150mm Wide reinforcement built in horizontally	m	2950		R	-
230mm Wide reinforcement built in horizontally	m	400		R	-
SECTION 3: CONSTRUCTION OF A BOUNDARY WALL				R	-
BILL NO. 2					
INVISIBLE WALL PERIMETER FENCING					
EARTHWORKS (PROVISIONAL)					
SITE CLEARANCE ETC					
Site clearance	H4	0			
Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc	m2	400		R	-
Stripping average 150mm thick layer of top soil and stockpiling on site	m2	400		R	-
EXCAVATION, FILLING, ETC	H3				
EXCAVATION, FILLING, ETC OTHER THAN BULK					
Excavation in earth not exceeding 2m deep	H4				
Holes	m3	13		R	-
Extra over trench and hole excavations in earth for excavation in	H4				
Soft rock	m3	1		R	-
Hard rock	m3	1		R	-
Extra over all excavations for carting away	H4				
Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	13		R	-
Risk of collapse of excavations	H4				
Sides of trench and hole excavations not exceeding 1,5m deep	m2	88		R	-
Keeping excavations free of water	H4				
Keeping excavations free of all water other than subterranean water	Item	1		R	-
SOIL POISONING					
Soil insecticide					
To bottoms and sides of trenches	m2	110		R	-
CONCRETE, FORMWORK AND REINFORCEMENT	H3	0			
REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES	H3	0			
25MPa/19mm concrete	H4	0			
Bases	m3	13		R	-
TEST BLOCKS	H3				
Making and testing 150 x 150 x 150mm concrete strength test cube (Provisional)	No	1		R	-
Welded Mesh Fencing or other equal and approved invisible wall panels	H3				
1.80m high Fence in panels 3.305m width with aperture size (centres) 76 x 12.7mm. Panel to be reinforced with 4 x 50mm deep "V" formation horizontal recessed bands to enhance rigidity. Fence to be installed in strict accordance with manufacturers printed instructions	m	200		R	-
Fence Posts					

CONSTRUCTION OF A BOUNDARY WALL, SUPPLY AND INSTALLATION OF INVISIBLE WALL PERIMETER FENCING AT KABOKWENI CLUSTER 1 INDUSTRIAL PARK IN MBOMBELA LOCAL MUNICIPALITY, EHLANZENI DISTRICT, MPUMALANGA

2.4m high Intermediate Fence post galvanised and Alu coated size 85 x 85mm - tapering to 45mm with a depth of 85mm with and including locking recess mechanism to secure panel edge complete with a UV stabilised polymer cap	No	43		R	-
2.4m high Corner Fence post galvanised and Alu coated size 76 x 76mm with a depth of 85mm with and including locking recess mechanism to secure panel edge complete with a UV stabilised polymer cap	No	18		R	-
<u>Gates, screens, etc.</u>	H3				
Extra over for clear view fencing for gates	H3				
Single Sliding gate size 6 000mm wide x 1 800mm high installed in strict accordance with manufactures instructions	No	8		R	-
SECTION 3: EXTERNAL WORKS- INVISIBLE WALL PERIMETER FENCING				R	-
SUMMARY					
SECTION 1:TOTAL-P & G's	Sum	1		R	-
SECTION 2: TOTAL ALTERATIONS	Sum	1		R	-
SECTION 3: CONSTRUCTION OF A BOUNDARY WALL AND INVISIBLE WALL PERIMETER FENCING	Sum	1		R	-
SUB TOTAL (A)	ST	0		R	-
COMMUNITY LIASON OFFICER	H3	0			
Provide the amount of R 22 500 (Twenty Two Thousand Rands @ R 7 500.00/month x 3 Months) for the appointment of community liaison officer	Item	1		R	-
SUB TOTAL (B)	ST	0		R	-
CONTINGENCY	H3	0			
Allow 2,5% Contingencies	Item	1		R	-
SUB TOTAL (C)	ST	0		R	-
Add: Value Added Tax @ 15.0%	TAX	15%		R	-
TOTAL CARRIED TO TENDER				R	-

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (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.

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

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	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	<p>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).</p> <p>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.</p>

- 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.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

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Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS

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

SBD4

1, 2 and 3 ABOVE IS CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{\min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....