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## **BID**

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**FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR  
ROOF REPAIRS AT FACTORIES 75/1 AND 200/2,  
EKANDUSTRIA INDUSTRIAL PARK)**

**Issued by:**

**Mpumalanga Economic Growth Agency (“MEGA”)**

**Supply Chain Management Unit**

**MEGA OFFICE PARK**

**02 Eastern Boulevard**

**Riverside.**

**MEGA / 2026 / 07**

**CLOSING DATE: 02 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:	<b>MEGA / 2026 / 07</b>	CLOSING DATE:	<b>02 OCTOBER 2025</b>	CLOSING TIME:	<b>12H00</b>
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DESCRIPTION	<b>BID FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR ROOF REPAIRS AT FACTORIES 75/1 AND 200/2, EKANDUSTRIA INDUSTRIAL PARK)</b>
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**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

**MBOMBELA**, MEGA Office Park, 02 Eastern Boulevard, 1<sup>st</sup> floor, Supply chain management unit

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**

CONTACT PERSON	<b>Mr S Lekhuleni</b>	CONTACT PERSON	<b>Mr E Nyathikazi</b>
TELEPHONE NUMBER	013 492 5818	TELEPHONE NUMBER	013 492 5818
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	<a href="mailto:sibusiso.lekhuleni@mega.gov.za">sibusiso.lekhuleni@mega.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:erick.nyathikazi@mega.gov.za">erick.nyathikazi@mega.gov.za</a>

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

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

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA ? ☐ YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA ☐ YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION ☐ YES ☐ NO

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

PART B  
TERMS AND CONDITIONS FOR BIDDING

**1. BID SUBMISSION:**

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

**2. TAX COMPLIANCE REQUIREMENTS**

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

## **SECTION 1: BIDDING INFORMATION**

**BID FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR ROOF REPAIRS AT  
FACTORIES 75/1 AND 200/2, EKANDUSTRIA INDUSTRIAL PARK)**

## 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, capable and experienced contractor to repair the roofs of Factories 75/1 and 200/2 at Ekandustria 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. There is a growing demand for industrial space at Ekandustria. MEGA identified a need to urgently repair the roofs of factories 75/1 and 200/2 at Ekandustria Industrial Park in order to attract more tenants to the park.

## **4. PROJECT DELIVERABLES**

The scope of the repair work includes removal of the damaged roof sheets, supply and installation of new roof covering. It also involves adhering to safety regulations, using appropriate tools, and testing the roof sheeting for water tightness.

***Bills of quantities for both factories 75/1 and 200/2, Ekandustria Industrial Park are attached to this document as Annexures A and B.***

**Detailed Breakdown:**

**a) Removal of damaged sheeting**

This involves the removal of existing damaged existing chromadek roofing sheets.

**b) Roofing**

The contractor will have to acquire the roof sheeting and all accessories required for reinstallation. All roof sheeting and accessories are to be guaranteed against failure in material and workmanship for a period of ten (10) years after the date of practical completion.

**c) Safety and Compliance:**

Adhering to safety regulations and using proper tools and potentially securing necessary permits (where appropriate).

**d) Quality Control:**

Ensuring the roof sheeting is water tight and meets the agreed-upon specifications is crucial.

**e) 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.	<b>CIDB requirement:</b> CIDB Grading 6 GB or higher ( <i>attach proof</i> )
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's 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 R50 million is required.

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

3.4. Commencement and completion or projected completion dates with proof		
3.5. Current projects and work-load		
4. <b>Construction Resources</b> to be used (Plant & Equipment)	<b>15</b>	
5. <b>Programming and Cash-flow</b>	<b>20</b>	
5.1. Detail Activities		
5.2. Explain logic – interdependency of activities		
5.3. Resource loading – people and equipment		
5.4. Cash flow related activities.		
<b>Total Functionality</b>	<b>10</b> <b>0</b>	

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 for both factories 75/1 and 200/2, Ekandustria Industrial Park are attached to this document as Annexures A and B.***

Criteria	Points
Points on Price	80
Specified Goals	20
<b>TOTAL</b>	<b>100</b>

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<sub>s</sub>** = Points scored for price of tender under consideration

**P<sub>t</sub>** = Price of tender under consideration

**P<sub>min</sub>** = 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.

**Complete below and Refer to attached: SBD 6.1 – Preference Points (Specific Goals)**

*(Specify your claim on HDI, local content, youth, women, disability goals)*

The Specific Goals allocated points in terms of this tender	Number of points allocated (20)
1. Enterprise owned by Blackpeople.	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	<b>20 Points</b>

**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 **24 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](mailto:sibusiso.lekhuleni@mega.gov.za)

### **Technical**

Mr. E Nyathikazi

Properties and Infrastructure

013 492 5818

[Erick.nyathikazi@mega.gov.za](mailto:Erick.nyathikazi@mega.gov.za)

## 12. CLOSING DATE AND TIME

**Date: 02 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

1<sup>st</sup> Floor, MEGA Office Park

02 Eastern Boulevard

Riverside

Mbombela

1200

**OR**

**MEGA Offices**

212 Iridium Street

Ekandustria

***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 : 17 SEPTEMBER 2025

Time : 10:00

Place : Ekandustria - MEGA Offices

**16. COMPULSORY BRIEFING SESSION**

Date : 19 SEPTEMBER 2025

Time : 10:00

Place : Ekandustria - MEGA Offices

***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.

## 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:

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Company's internet address: \_\_\_\_\_

4. Contact person:

Name:

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Designation:

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Telephone number:

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Fax number:

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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 FACTORY 75/01**

**Item  
No**

Quantity	Rate	Amount
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## PRELIMINARIESNOTES

- i) The **Agreement** is to be the JBCC Series 2000 Principal Building Agreement, 4.1 Edition, March 2005, including all other JBCC support documentation that together form the contract between the Employer and Contractor
- ii) The **Preliminaries** are to be the JBCC Series 2000 Preliminaries, May 2005 for use with the JBCC Principal Building Agreement and shall be deemed to be incorporated herein
- iii) The Tenderer is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause. These clauses are referred to by clause number and heading only
- iv) Where standard clauses or options are not applicable to this Agreement such modifications, corrections or supplements as will apply are given under each relevant clause heading
- v) Where any items are not relevant to this specific Agreement such items are marked NOT APPLICABLE in the amount column

R

-1-

**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

**Brought Forward**

**R**

- vi) If Option A as set out in clause B10.3.1 hereinafter, is to be used for the adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time
- vii) items not priced in these preliminaries shall be deemed to be included elsewhere
- viii) Should there be any discrepancy between these Preliminaries and the Agreement, these Preliminaries shall take precedence

**SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT**

**DEFINITIONS**

**1 A1 DEFINITIONS AND INTERPRETATION**

**Clause 1.0 Clause**

**1.1 Definition of "Commencement Date" is added:**

**"COMMENCEMENT DATE"** means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect

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

**3 "CONSTRUCTION GUARANTEE" means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule**

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

**Carried Forward**

**R**

Section No. 1  
Bill No. 1  
Preliminaries  
**FACTOR 75/01**

**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

	<b>Brought Forward</b>	<b>R</b>
	<b>"CONSTRUCTION PERIOD"</b> means the period commencing on the commencement date and ending on the date of practical completion	
4	Clause 1.1 Definition of <b>"Corrupt Practice"</b> is added:	
5	<b>"CORRUPT PRACTICE"</b> means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.	
6	Clause 1.1 Definition of <b>"Fraudulent Practice"</b> is added:	
7	<b>"FRAUDULANT PRACTICE"</b> means a misrepresentation of facts in order to influence a procurement process in the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderes (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.	
	Clause 1.1 Definition of <b>"Interest"</b> is amended by replacing it with the following:	
	<b>"INTEREST"</b> means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).	
8	Clause 1.1 Definition of <b>"Principal Agent"</b> is amended by replacing it with the following:	
9	<b>"PRINCIPAL AGENT"</b> means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule.	
10	Clause 1.1 Definition of <b>"Security"</b> is amended by replacing it with the following:	
	<b>Carried Forward</b>	<b>R</b>
	Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 75/01</b>	

**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

	<b>Brought Forward</b>		<b>R</b>
11	<p><b>"SECURITY"</b> means the form of security provided by the <b>employer or contractor</b>, as stated in the <b>schedule</b>, from which the <b>contractor or employer</b> may recover expense or loss</p>		
12	<p>Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax"</p> <p>Clause 1.6.4 is amended by replacing it with the following:</p> <p>No clause</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><b><u>OBJECTIVE AND PREPARATION</u></b></p>	Item	
13	<p><b>A2 OFFER, ACCEPTANCE AND PERFORMANCE</b></p> <p>Clause 2.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
14	<p><b>A3 DOCUMENTS</b></p> <p>Clause 3.0</p> <p>Clause 3.2.1 is amended by replacing "14.1" with "14.0"</p> <p>Clause 3.7 is amended by the addition of the following:</p> <p>The <b>contractor</b> shall supply and keep a copy of the <b>JBCC Series 2000 Principal Building Agreement and Preliminaries</b> applicable to this contract on the <b>site</b>, to which the <b>employer, principal agent and agents</b> shall have access at all times</p> <p>Clause 3.10 is amended by replacing the second reference to "<b>principal agent</b>" with the word "<b>employer</b>"</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
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15	<b>A4 DESIGN RESPONSIBILITY</b>  Clause 4.0  Clause 4.3 is amended by replacing it with the following:  No clause  Fixed: _____ Value related: _____ Time related: _____	Item	
16	<b>A5 EMPLOYER'S AGENTS</b>  Clause 5.0  Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8  Fixed: _____ Value related: _____ Time related: _____	Item	
17	<b>A6 SITE REPRESENTATIVE</b>  Clause 6.0  Fixed: _____ Value related: _____ Time related: _____	Item	
18	<b>A7 COMPLIANCE WITH REGULATIONS</b>  Clause 7.0  <b>Note:</b> A separate clause has been included in Section C : Specific Preliminaries of the bills of quantities / lump sum document for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification  Fixed: _____ Value related: _____ Time related: _____	Item	
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19	<b>A8 WORKS RISK</b>		
	Clause 8.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
20	<b>A9 INDEMNITIES</b>		
	Clause 9.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
21	<b>A10 WORKS INSURANCES</b>		
	Clause 10.0		
	Clause 10.0 is amended by the addition of the following clauses:		
	<b>10.5 Damage to the Works</b>		
	(a) Without in any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary		
	(b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works		
	(c) The employer shall carry the risk of damage to or destruction of the works and material paid for by the employer that is the result of the excepted risks as set out in 10.6		
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- (d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

**10.6 Injury to Persons or loss of or damage to Properties**

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**
- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**

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- (e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- (f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

**10.7 High risk insurance**

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

**10.7.1 Damage to the works**

The **contractor** shall, from the commencement date of the **works** until the date of the certificate of practical completion bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

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

**10.7.2 Injury to persons or loss of or damage to property**

The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

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

**10.7.3** It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the commencement date but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so

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	<p><b>10.7.4</b> The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
22	<p><b>A11 LIABILITY INSURANCES</b></p> <p>Clause 11.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
23	<p><b>A12 EFFECTING INSURANCES</b></p> <p>Clause 12.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
24	<p><b>A13.0 No clause</b></p>	N/A
25	<p><b>A14 SECURITY</b></p> <p>Clause 14.0</p> <p>Clauses 14.1 - 14.8 are amended by replacing them with the following:</p> <p>14.1 In respect of contracts with a contract sum up to R1 million, the security to be submitted by the contractor to the employer will be as a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT)</p> <p>14.1.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(A)</p>	
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<p style="text-align: center;"><b>Brought Forward</b></p> <p>14.1.2 The <b>employer</b> shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the <b>employer</b> complies with the provisions of 33.4 in which event the <b>employer's</b> entitlement shall take precedence over his obligations to refund the payment reduction <b>security</b> or portions thereof to the <b>contractor</b></p> <p>14.2 In respect of contracts with a <b>contract sum</b> above R1 million, the <b>contractor</b> shall have the right to select the <b>security</b> to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the <b>schedule</b>. Such <b>security</b> shall be provided to the <b>employer</b> within twenty-one (21) <b>calendar days</b> from <b>commencement date</b>. Should the <b>contractor</b> fail to select the <b>security</b> to be provided or should the <b>contractor</b> fail to provide the <b>employer</b> with the selected <b>security</b> within twenty-one (21) <b>calendar days</b> from <b>commencement date</b>, the <b>security</b> in terms of 14.7 shall be deemed to have been selected.</p> <p>14.3 Where <b>security</b> as a cash deposit of ten per cent (10%) of the <b>contract sum</b> (excluding VAT) has been selected:</p> <p>14.3.1 The <b>contractor</b> shall furnish the <b>employer</b> with a cash deposit equal in value to ten per cent (10%) of the <b>contract sum</b> (excluding VAT) within twenty-one (21) <b>calendar days</b> from <b>commencement date</b></p> <p>14.3.2 Within twenty-one (21) <b>calendar days</b> of the date of <b>practical completion</b> of the works the <b>employer</b> shall reduce the cash deposit to an amount equal to three per cent (3%) of the <b>contract value</b> (excluding VAT), and refund the balance to the <b>contractor</b></p> <p>14.3.3 Within twenty-one (21) <b>calendar days</b> of the date of <b>final completion</b> of the works the <b>employer</b> shall reduce the cash deposit to an amount equal to one per cent (1%) of the <b>contract value</b> (excluding VAT) and refund the balance to the <b>contractor</b></p> <p>14.3.4 On the date of payment of the amount in the final <b>payment certificate</b>, the <b>employer</b> shall refund the remainder of the cash deposit to the <b>contractor</b></p>		R
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 75/01</b></p>		R

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

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

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

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

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

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

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

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

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

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

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

14.5.4 The payment reduction of the value certified in a payment certificate shall be in terms of 31.8 (A) and 34.8

14.5.5 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or may do both

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

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

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

14.6.3 The payment reduction of the value certified in a payment certificate shall be *mutatis mutandi* in terms of 31.8(A)

14.6.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both

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

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	<p>14.7.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(B)</p> <p>14.7.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the contractor</p> <p>14.8 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement</p> <p>14.9 Should the contractor fail to furnish the security in terms of 14.2, the employer, in his sole discretion and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT), whereafter 14.7 shall be applicable</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><b>EXECUTION</b></p>		
26	<p><b>A15 PREPARATION FOR AND EXECUTION OF THE WORKS</b></p> <p>Clause 15.0</p> <p>Clause 15.1.1 is amended by replacing it with:</p> <p>No Clause</p> <p>Clause 15.1.2 is amended by replacing it with:</p> <p>The security selected in terms of 14.0</p>	Item	
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	<p>Clause 15.1 is amended by the addition of the following clause:</p> <p>15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) calendar days of commencement date</p> <p>Clause 15.2.1 is amended by replacing it with the following clause:</p> <p>Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.2 and 15.1.4</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>		
27	<b>A16 ACCESS TO THE WORKS</b>		
	<p>Clause 16.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
28	<b>A17 CONTRACT INSTRUCTIONS</b>		
	<p>Clause 17.0</p> <p>Clause 17.1.11 is amended by deleting the words "and the appointment of nominated and selected subcontractors"</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
29	<b>A18 SETTING OUT OF THE WORKS</b>		
	<p>Clause 18.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
	<b>Carried Forward</b>		R
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30	<b>A19 ASSIGNMENT</b>  Clause 19.0  Fixed: _____ Value related: _____ Time related: _____	Item
31	<b>A20 NOMINATED SUB-CONTRACTORS</b>  Clause 20.0  Clause 20.1.3 is amended by replacing it with the following:  No Clause  Note: See item B9.1 hereinafter for adjustment of attendance on <b>nominated subcontractors</b> executing work allowed for under provisional sums  Fixed: _____ Value related: _____ Time related: _____	Item
32	<b>A21 SELECTED SUBCONTRACTORS</b>  Clause 21.0  Clause 21 is amended by replacing it with:  No Clause  Fixed: _____ Value related: _____ Time related: _____	Item
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33	<b>A22 EMPLOYER'S DIRECT CONTRACTORS</b>			
	Clause 22.0			
	Fixed: _____ Value related: _____ Time related: _____	Item		
34	<b>A23 CONTRACTOR'S DOMESTIC SUBCONTRACTORS</b>			
	Clause 23.0			
	Fixed: _____ Value related: _____ Time related: _____	Item		
	<b><u>COMPLETION</u></b>			
35	<b>A24 PRACTICAL COMPLETION</b>			
	Clause 24.0			
	Fixed: _____ Value related: _____ Time related: _____	Item		
36	<b>A25 WORK'S COMPLETION</b>			
	Clause 25.0			
	Fixed: _____ Value related: _____ Time related: _____	Item		
37	<b>A26 FINAL COMPLETION</b>			
	Clause 26.0			
	Clause 26.1.2 is amended by inserting "W" next to 26.1.2			
	Fixed: _____ Value related: _____ Time related: _____	Item		
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38	<b>A27 LATENT DEFECTS LIABILITY PERIOD</b>		
	Clause 27.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
39	<b>A28 SECTIONAL COMPLETION</b>		
	Clause 28.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
40	<b>A29 REVISION OF DATE FOR PRACTICAL COMPLETION</b>		
	Clause 29.0		
	Clause 29.2.5 is amended by replacing it with:		
	No clause		
	Fixed: _____ Value related: _____ Time related: _____	Item	
41	<b>A30 PENALTY FOR NON-COMPLETION</b>		
	Clause 30.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<b><u>PAYMENT</u></b>		
42	<b>A31 INTERIM PAYMENT TO THE CONTRACTOR</b>		
	Clause 31.0		
43	Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"		
	Clause 31.8 is amended by replacing it with the following two alternative clauses:		
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**Alternative A**

31.8(A) Where a security is selected in terms of 14.1, 14.5 or 14.6, the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(A).1 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion

31.8(A).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion

31.8(A).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6

31.8(A).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate

**Alternative B**

31.8(B) Where security is a payment reduction in terms of 14.7 the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(B).1 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion

31.8(B).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion

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	<p>31.8(B).3 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of final <b>completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 34.6</p> <p>31.8(B).4 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 34.6 except where the amount certified is in favour of the <b>employer</b> In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b></p> <p>Clause 31.12 is amended by deleting the following:</p> <p>Payment shall be subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	
44	<p><b>A32 ADJUSTMENT TO THE CONTRACT VALUE</b></p> <p>Clause 32.0</p> <p>Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:</p> <p>"due to no fault of the <b>contractor</b>"</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	
	<b>Item</b>	
45	<p><b>A33 RECOVERY OF EXPENSE AND LOSS</b></p> <p>Clause 33.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	
	<b>Carried Forward</b>	<b>R</b>
	<p>Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 75/01</b></p>	

### Brought Forward

R

### Clause 34.0

Clause 34.1 is amended by removing "#" next to 34.1

Clause 34.2 is amended by removing "#" next to 34.2

Clause 34.8 is amended by deleting the words "where security as a fixed construction guarantee in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1"

Clause 34.13 is amended by replacing "seven (7) calendar days" with "twenty-one (21) calendar days" and deleting the words "subject to the employer giving the contractor a tax invoice for the amount due"

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time  
related: \_\_\_\_\_

Item

### Clause 35.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time  
related: \_\_\_\_\_

Item

**Carried Forward**

R

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**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

Brought Forward

R

**CANCELLATION**

**A36 CANCELLATION BY EMPLOYER -  
CONTRACTOR'S DEFAULT**

**Clause 36.0**

Clause 36.1 is amended by the addition of the following clauses:

36.1.3 refuses or neglects to comply strictly with any of the conditions of contract

36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

36.1.5 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract

Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "principal agent" with "employer"

Clause 36.0 is amended by the addition of the following clause:

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time  
related: \_\_\_\_\_

Item

Carried Forward

R

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**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
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	<b>Brought Forward</b>		<b>R</b>
48	<b>A37 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE</b>  Clause 37.0  Clauses 37.3.5 is amended by replacing "ninety (90) with "one hundred and twenty (120)"  Clause 37.0 is amended by the addition of the following clause:  37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever  Fixed: _____ Value related: _____ Time related: _____	Item	
49	<b>A38 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT</b>  Clause 38.0  Clauses 38.5.4 is amended by replacing "ninety (90) with "one hundred and twenty (120)"  Clause 38.0 is amended by the addition of the following clause:		
	<b>Carried Forward</b>		<b>R</b>
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**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
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	<b>Brought Forward</b>		<b>R</b>
	<p>38.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
50	<p><b>A39 CESSATION - CANCELLATION OF THE WORKS</b></p> <p>Clause 39.0</p> <p>Claues 39.3.5 is amended by the addition of the following at the end of the sentence "within one hundred and twenty (120) working days of completion of such a report"</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
51	<p><b>A40 DISPUTE SETTLEMENT</b></p> <p>Clause 40.0</p> <p>Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"</p> <p>Clause 40.6 is amended by removing the reference to:</p> <p>No clause</p> <p>Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the mediator and related costs</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
	<b>Carried Forward</b>		<b>R</b>
	<p>Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 75/01</b></p>		

**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
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	Brought Forward		R
	<b><u>SUBSTITUTE PROVISIONS</u></b>		
52	<b>A41 STATE CLAUSES</b>		
	Clause 41.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<b><u>CONTRACT VARIABLES</u></b>		
	<b><u>THE SCHEDULE (DPW04EC)</u></b>		
53	<b>A42 PRE-TENDER INFORMATION</b>		
	Clause 42.0		
	Tenderers are referred to the Contract Data DPW- 04(EC) for variables pertaining to this contract		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<b><u>SECTION B: JBCC PRELIMINARIES</u></b>		
	<b><u>1: DEFINITIONS AND INTERPRETATION</u></b>		
54	<b><i>Definitions and interpretation</i></b>		
	See also clause A1.0 of Section A for additional an/or amended definitions which shall apply to this Section		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<b><u>2: DOCUMENTS</u></b>		
55	<b><i>Checking of documents</i></b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	Carried Forward		R
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**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
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	<b>Brought Forward</b>		<b>R</b>
56	<b>Provisional bills of quantities</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
57	<b>Availability of construction documentation</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
58	<b>Interests of agents</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
59	<b>Priced documents</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
60	<b>Tender submission</b>		
	Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance DPW-07(EC)"		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<b>3: THE SITE</b>		
61	<b>Defined works area</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
62	<b>Geotechnical investigation</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
63	<b>Inspection of the site</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<b>Carried Forward</b>		<b>R</b>
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**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
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Brought Forward		R
64	<b>Existing premises occupied</b> Fixed: _____ Value related: _____ Time related: _____	Item
65	<b>Previous work – dimensional accuracy</b> Fixed: _____ Value related: _____ Time related: _____	Item
66	<b>Previous work – defects</b> Fixed: _____ Value related: _____ Time related: _____	Item
67	<b>Services – known</b> Fixed: _____ Value related: _____ Time related: _____	Item
68	<b>Services – unknown</b> Fixed: _____ Value related: _____ Time related: _____	Item
69	<b>Protection of trees</b> Fixed: _____ Value related: _____ Time related: _____	Item
70	<b>Articles of value</b> Fixed: _____ Value related: _____ Time related: _____	Item
71	<b>Inspection of adjoining properties</b> Fixed: _____ Value related: _____ Time related: _____	Item
<b><u>4: MANAGEMENT OF CONTRACT</u></b>		
72	<b>Management of the works</b> Fixed: _____ Value related: _____ Time related: _____	Item
Carried Forward		R
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**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
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<b>Brought Forward</b>		<b>R</b>	
<b>73</b>	<b><i>Programme for the works</i></b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
<b>74</b>	<b><i>Progress meetings</i></b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
<b>75</b>	<b><i>Technical meetings</i></b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
<b>76</b>	<b><i>Labour and plant records</i></b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
<b><u>5: SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS</u></b>			
<b>77</b>	<b><i>Samples of materials</i></b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
<b>78</b>	<b><i>Workmanship samples</i></b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
<b>79</b>	<b><i>Shop drawings</i></b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
<b>80</b>	<b><i>Compliance with manufacturer's instructions</i></b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
<b>Carried Forward</b>		<b>R</b>	
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**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
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<b>Brought Forward</b>		<b>R</b>
<b><u>6: TEMPORARY WORKS AND PLANT</u></b>		
<b>81</b>	<b><i>Deposits and fees</i></b>	
	Fixed: _____ Value related: _____ Time related: _____	Item
<b>82</b>	<b><i>Enclosure of the works</i></b>	
	Fixed: _____ Value related: _____ Time related: _____	Item
<b>83</b>	<b><i>Advertising</i></b>	
	Fixed: _____ Value related: _____ Time related: _____	Item
<b>84</b>	<b><i>Plant, equipment, sheds and offices</i></b>	
	Fixed: _____ Value related: _____ Time related: _____	Item
<b>85</b>	<b><i>Main notice board</i></b>	
	Fixed: _____ Value related: _____ Time related: _____	Item
<b>86</b>	<b><i>Subcontractors' notice board</i></b>	
	Fixed: _____ Value related: _____ Time related: _____	Item
<b><u>7: TEMPORARY SERVICES</u></b>		
<b>87</b>	<b><i>Location</i></b>	
	Fixed: _____ Value related: _____ Time related: _____	Item
<b>88</b>	<b><i>Water</i></b>	
	Fixed: _____ Value related: _____ Time related: _____	Item
<b>Carried Forward</b>		<b>R</b>
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**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
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	<b>Brought Forward</b>		<b>R</b>
89	<b>Electricity</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
90	<b>Telecommunication facilities</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
91	<b>Ablution facilities</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<b><u>8: PRIME COST AMOUNTS</u></b>		
92	<b>Responsibility for prime cost amounts</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<b><u>9: ATTENDANCE ON N/S SUBCONTRACTORS</u></b>		
93	<b>General attendance</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
94	<b>Special attendance</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
95	<b>Commissioning – fuel, water and electricity</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<b><u>10: FINANCIAL ASPECTS</u></b>		
96	<b>Statutory taxes, duties and levies</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<b>Carried Forward</b>		<b>R</b>
	Section No. 1 Bill No. 1 Preliminaries FACTOR 75/01		

**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
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	<b>Brought Forward</b>		<b>R</b>
97	<b>Payment for preliminaries</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
98	<b>Adjustment of preliminaries</b>		
	Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site" with "when submitting his priced bills of quantities / lump sum document"		
	Fixed: _____ Value related: _____ Time related: _____	Item	
99	<b>Payment certificate cash flow</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<b><u>11: GENERAL</u></b>		
100	<b>Protection of the works</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
101	<b>Protection / Isolation of existing / sectionally occupied works</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
102	<b>Security of the works</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
103	<b>Notice before covering work</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<b>Carried Forward</b>		<b>R</b>
	Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 75/01</b>		

**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
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	<b>Brought Forward</b>		<b>R</b>
104	<b>Disturbance</b> Fixed: _____ Value related: _____ Time related: _____	Item	
105	<b>Environmental disturbance</b> Fixed: _____ Value related: _____ Time related: _____	Item	
106	<b>Works cleaning and clearing</b> Fixed: _____ Value related: _____ Time related: _____	Item	
107	<b>Vermin</b> Fixed: _____ Value related: _____ Time related: _____	Item	
108	<b>Overhand work</b> Fixed: _____ Value related: _____ Time related: _____	Item	
109	<b>Instruction manuals and guarantees</b> Fixed: _____ Value related: _____ Time related: _____	Item	
110	<b>As built information</b> Fixed: _____ Value related: _____ Time related: _____	Item	
111	<b>Tenant installations</b> Fixed: _____ Value related: _____ Time related: _____	Item	
	<b>Carried Forward</b>		<b>R</b>
Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 75/01</b>			

**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
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Brought Forward		R
<b>12: SCHEDULE OF VARIABLES</b>		
112	<b>Schedule of Variables</b>	
Fixed: _____	Value related: _____	Time
related: _____		Item
<p>This <b>schedule</b> contains all variables referred to in this document and is divided into pretender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries.</p> <p>Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the <b>schedule</b>. Key cross reference clauses are italicised in [ ] brackets</p> <p><b>12.1 PRE TENDER INFORMATION</b></p> <p><b>12.1.1 Provisional Bills of Quantities</b></p> <p>[2.2] The quantities are provisional <span style="float: right;">NO</span></p> <p><b>12.1.2 Availability of construction documentation</b></p> <p>[2.3] <i>Construction of documentation is complete</i> <span style="float: right;">YES</span></p> <p><b>12.1.3 Interest of agents</b></p> <p>[2.4] Details: <span style="float: right;">Not Applicable</span></p> <p><b>12.1.4 Defined works area</b></p> <p>[3.1] Details: <span style="float: right;">As</span> shown on tender documents</p> <p><b>12.1.5 Geotechnical investigation</b></p> <p>[3.2] Details: Available for inspection</p>		
Carried Forward		R
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**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
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<p style="text-align: right;"><b>Brought Forward</b></p> <p>12.1.6 <i>Existing premises occupied</i> [3.4] Specific requirements: Not Applicable</p> <p>12.1.7 <i>Previous work - dimensional accuracy</i> [3.5] Details: Not Applicable</p> <p>12.1.8 <i>Previous work - defects</i> [3.6] Details: Not Applicable</p> <p>12.1.9 <i>Services - known</i> [3.7] Details: shown on tender documents</p> <p>12.1.10 <i>Protection of trees</i> [3.9] Specific requirements: shown on tender documents</p> <p>12.1.11 <i>Inspection of adjoining properties</i> [3.11] Specific requirements: Not Applicable</p> <p>12.1.12 <i>Enclosure of the works</i> [6.2] Specific requirements: As shown on site</p> <p>12.1.13 <i>Offices</i> [6.4.3] Specific requirements: The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times.</p>		R
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 75/01</b></p>		R

**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
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<b>Brought Forward</b>		<b>R</b>
<b>12.1 14 Main notice board</b>		
<b>[6.5] Specific requirements:</b>		
The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering.		
<b>12.1.15 Subcontractors' notice board</b>		
<b>[6.6] A notice board is required</b>		
<b>YES</b>		
Specific requirements:		
<b>12.1.16 Water</b>		
<b>[7.2] Option A (by contractor)</b>		
<b>YES</b>		
<b>12.1 17 Electricity</b>		
<b>[7.3] Option A (by contractor)</b>		
<b>YES</b>		
<b>12.1.18 Telecommunications</b>		
<b>[7.4] Telephone</b>		
<b>YES</b>		
Facsimile		
<b>YES</b>		
E-mail		
<b>YES</b>		
<b>Carried Forward</b>		<b>R</b>
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<b>Brought Forward</b>		<b>R</b>
<b>12.1.19 Ablution facilities</b>		
[7.5] Option A (by contractor)	YES	
<b>12.1.20 Protection of existing/sectionally occupied works</b>		
[11.2] Protection is required	YES	
<b>12.1.21 Special attendance</b>		
[9.2] Subcontractor (1) details:		
Not Applicable		
Subcontractor (2) details:		
Not Applicable		
Subcontractor (3) details:		
Not Applicable		
Subcontractor (4) details:		
Not Applicable		
<b>12.1.22 Protection of works</b>		
[11.1] Specific requirements:		
None		
<b>12.1.23 Disturbance</b>		
[11.5] Specific requirements:		
The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent		
<b>12.1.24 Environmental disturbance</b>		
[11.6] Specific requirements:		
<b>12.2 POST-TENDER INFORMATION</b>		
<b>Carried Forward</b>		<b>R</b>
Section No. 1		
Bill No. 1		
Preliminaries		
<b>FACTOR 75/01</b>		

Brought Forward		R
12.2.1	<b>Payment of preliminaries</b>	
[10.2]	Option A (prorated)	YES/NO
	Option B (calculates)	YES/NO
12.2.2	<b>Adjustment of preliminaries</b>	
[10.3]	Option A (three categories)	YES/NO
	Option B (detailed breakdown)	YES/NO
12.2.3	<b>Additional agreed preliminaries items</b>	
	Details:	
Carried Forward		R

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**Brought Forward**

**R**

**SECTION C: SPECIFIC PRELIMINARIES**

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

**113 C1 CONTRACT DRAWINGS**

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 intelligible to the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_  
Time related: \_\_\_\_\_

Item

**114 C2 GENERAL PREAMBLES**

The document "Specification of Materials and Methods to be used (PW371)" is obtainable on request from the head office and all regional offices of the Department, and shall be read in conjunction with the bills of quantities and be referred to for the full descriptions of work to be done and materials to be used

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_  
Time related: \_\_\_\_\_

Item

**Carried Forward**

**R**

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**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
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	<b>Brought Forward</b>		<b>R</b>
115	<b>C3    TRADE NAMES</b>		
	<p>Wherever a trade name for any product has been described in the bills of quantities, 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</p> <p>If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
116	<b>C4    IMPORTED MATERIALS AND EQUIPMENT</b>		
	<p>Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer</p> <p>Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
117	<b>C5    VIEWING THE SITE IN SECURITY AREAS</b>		
	<p>The site is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the site for tendering purposes</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
	<b>Carried Forward</b>		<b>R</b>
	<p>Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 75/01</b></p>		

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MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

<b>Brought Forward</b>		<b>R</b>
<b>118</b>	<b>C6 COMMENCEMENT OF WORKS IN SECURITY AREAS</b>  As the works falls within a security area the contractor must give the unit commander or other responsible officer notice before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account  Fixed: _____ Value related: _____ Time related: _____	Item
<b>119</b>	<b>C7 ENTRANCE PERMITS TO SECURITY AREAS</b>  As the works falls within a security area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer  Fixed: _____ Value related: _____ Time related: _____	Item
<b>120</b>	<b>C8 SECURITY CHECK OF PERSONNEL</b>  The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified  In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works  Fixed: _____ Value related: _____ Time related: _____	Item
<b>Carried Forward</b>		<b>R</b>
Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 75/01</b>		

**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

	<b>Brought Forward</b>		<b>R</b>
121	<p><b>C9 PROHIBITION ON TAKING OF PHOTOGRAPHS</b></p> <p>In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister</p> <p>The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><b>C10 HIV/AIDS AWARENESS</b></p> <p>It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the Bills of Quantities. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained</p> <p>The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of Clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment</p>	Item	
	<b>Carried Forward</b>		<b>R</b>
	<p>Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 75/01</b></p>		

**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

<b>Brought Forward</b>			<b>R</b>
122	<b>C10.1 AWARENESS CHAMPION</b>  Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification  Fixed: _____ Value related: _____ Time related: _____	Item	
123	<b>C10.2 AWARENESS WORKSHOPS</b>  Selection and appointment of a competent Service Provider approved by the principal agent, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification  Fixed: _____ Value related: _____ Time related: _____	Item	
124	<b>C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.</b>  Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification  Fixed: _____ Value related: _____ Time related: _____	Item	
<b>Carried Forward</b>			<b>R</b>
Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 75/01</b>			

**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

	<b>Brought Forward</b>		<b>R</b>
<b>125</b>	<b>C10.4 ACCESS TO CONDOMS</b>  Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification  Fixed: _____ Value related: _____ Time related: _____	Item	
<b>126</b>	<b>C10.5 MONITORING</b>  Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification  Fixed: _____ Value related: _____ Time related: _____	Item	
	<b>Carried Forward</b>		<b>R</b>
Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 75/01</b>			

**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

	<b>Brought Forward</b>		<b>R</b>
127	<p><b>C11 : OCCUPATIONAL HEALTH AND SAFETY ACT</b></p> <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).</p> <p>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</p> <p>The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.</p> <p>Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
	<b>Carried to Final Summary</b>		<b>R</b>
	<p>Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 75/01</b></p>		

**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

**Item  
No**

**Quantity**

**Rate**

**Amount**

**SECTION NO. 2**

**BILL NO. 1**

**ALTERATIONS (PROVISIONAL)**

**PREAMBLES**

Tenderers are advised to study the "Specifications of materials and methods to be used" (PW371/OCTOBER 1993) before pricing this bill

**SUPPLEMENTARY PREAMBLES**

All Tenderers will be deemed to have visited the site prior to submitting their tender to determine the nature and extent of the alteration and demolition work and the value of the materials to be recovered. No claim for a variation in the credit allowance for recoverable materials in respect of demolition items will be considered.

All sizes and dimensions stated herein are approximate and deemed only sufficient to identify the item of work concerned.

In taking down and removing existing work the utmost care must be taken to avoid any structural or other damage to the remaining portions of the building and the Contractor shall provide all shoring, needling, strutting, etc to ensure the stability of all structures during the alteration/demolition work. The Contractor will be held solely responsible for the safety and stability of the buildings for the whole period of the contract and must make good any damage at his own expense.

**Carried Forward**

**R**

Section No. 2  
Bill No. 1  
Alterations (Provisional)  
**FACTOR 75/01**

**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

**Brought Forward**

R

Existing services must be maintained at all times to the existing buildings. If it is found necessary to disconnect any service then suitable temporary or alternate services must be provided to the existing buildings.

Special care shall be exercised during the progress of the work to ensure that any electrical installation, water supply pipes, telephone and other services which may be encountered are not interfered with and notice must be given to the Principal agent if any disconnection or alterations become necessary.

The Contractor shall cover up and protect from injury all work not removed and shall make good at his own expense any damage that may occur.

Any water supply or other piping, etc that may be encountered and found necessary to disconnect or cut are to be effectually stopped off and any new connections that may be necessary shall be made with the proper fittings to the satisfaction of the Principal Agent. Where sanitary fittings, geysers, etc are to be removed the Contractor shall allow for removing all exposed waste or water supply pipes to the nearest suitable junction or connection and stopping off, as well as for making good plaster, screeds, etc.

Prices for the removal of concrete slabs, etc must include for removal of reinforcement, screeds, membrane waterproofing, conduits, etc.

Prices for the removal of concrete surface beds, etc must include for removal of reinforcement, screeds, conduits, damp proof membrane, etc. The Contractor is to note that removal of the existing floor finishes such as vinyl, carpets, ceramic tiles, etc has been measured separately.

Taking down existing walls is to include for skirtings, cornices, conduits, pipes, brick or concrete fins, lintels, etc built into the structure and for making good walls, floors, ceilings, etc as described. The Contractor is to note that items for the removal of joinery, etc such as shelves, pelmets, curtain rails, pinning boards, signage, etc has been measured separately.

**Carried Forward**

R

Section No. 2  
Bill No. 1  
Alterations (Provisional)  
**FACTOR 75/01**

**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
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**Brought Forward**

R

Removal of doors, windows, fittings, etc is to include for their removal complete with frames, ironmongery, glass, quadrants, architraves, skirtings, burglar bars and all accessories to walls, reveals, around openings, for cutting out cills, etc, for hacking up flooring at openings and for making good.

Removal of sanitary fittings is to include for the removal and blocking off of service pipes, taps, traps, fixing brackets, cisterns, etc complete.

Building up of existing openings where given in number shall be deemed to include preparing existing surfaces all round, brickwork properly toothed and bonded to existing and shot pinned to concrete, wedging up and unless otherwise stated making good finishes on both sides to match existing.

Allow for watering the works sufficiently to prevent nuisance from dust.

**OLD MATERIALS TO BE CARTED AWAY:**

Old materials from the alterations, except where described to be re-used or handed over, as well as all rubbish, rubble, debris 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.

**OLD MATERIALS TO BECOME THE PROPERTY OF THE CONTRACTOR:**

Old materials from alterations, except where described to be re-used or handed over, become the property of the Contractor who must allow credit for same in the Final Summary.

**Carried Forward**

R

Section No. 2  
Bill No. 1  
Alterations (Provisional)  
**FACTOR 75/01**

**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

**Brought Forward**

**R**

**HANDING OVER OF MATERIALS:**

Where certain materials or articles from demolitions or articles are described as to be handed over by the Contractor to the Regional Representative or Representative/Agent, such materials 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.

**REMOVAL OF EXISTING WORK**

**Taking down and removing roofs, e.t.c**

1	Carefully take out and remove damaged existing chromadek roofing sheet	m2	6 689	
---	--	----	-------	--

**Carried Forward to Summary of Section No. 2**

**R**

Section No. 2  
Bill No. 1  
Alterations (Provisional)  
**FACTOR 75/01**

Item  
No

## Quantity

## Rate

## Amount

**NOTE: Tenderers are required to study the Model Preambles for Trades and the Project Specification before pricing the bills of quantities.**

1 Roof sheeting and its accessories is to be guaranteed against failure in material and workmanship for a period of 10 years after the date of practical completion.

**Klip-Tite 0.68mm thick chromadek roof sheets**  
**inclusive of K1700 Clips, 16 x 45mm Water head**  
**screws for steel, 4mm Alucushion Double sided,**  
**Double Sided Tape, Straining wire PVC 25kg fixed to**  
**steel purlins in accordance with manufacturer's**  
**instructions. The final thickness of the roof is**  
**subject to Engineer recommendations**

2 Roof covering in single lengths not exceeding 3m, fixed over insulation (insulation included) (PC 294.86/m<sup>2</sup>)

### Watertight testing

**3 Test the roof sheeting for water tightness**

**Carried Forward to Summary of Section No. 2**

Section No. 2  
Bill No. 2  
Roof Coverings etc  
**FACTOR 75/01**

**R**

**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

<b>Bill No</b>	<b><u>SECTION SUMMARY - FACTORY 75/01</u></b>	<b>Page No</b>	<b>Amount</b>
1	Alterations (Provisional)	48	
2	Roof Coverings etc	49	
Section No. 2 FACTOR 75/01		Carried to Final Summary	

**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

Item No		Quantity	Rate	Amount
	<b>SECTION NO. 3</b>			
	<b>BILL NO. 1</b>			
	<b>PROVISIONAL SUMS</b>			
	<b>NOTES:</b>			
	1. The Contractor's attention is drawn specifically to the Principal Building Agreement Clause 20.0 (Nominated Sub-Contractors), Clause 21.0 (Selected Sub-Contractors) and Clause 22 (Work by Others) and to the related Clauses in Section 1, Bill No. 1 - Preliminaries			
	2. The Contractor's attention is drawn also to the definition of attendance on Nominated or Selected Sub-Contractors and of fuel, power and water for commissioning of mechanical and other specialised installations given in the JBCC Preliminaries			
	3. Where special attendance includes the provision of hoisting facilities for a Sub-Contractor then the Contractor shall:-			
	* Ensure that the capacities of his hoisting equipment are sufficient to deal with the masses and the quantities of the items to be hoisted,			
	* Schedule the times of availability of the hoisting equipment for each Sub-Contractor,			
	* Provide all necessary personnel to operate the hoisting equipment,			
	all to enable the Sub-Contractor to execute the hoisting or lowering of his material, etc. using the facilities provided by the Contractor			
	4. Under no circumstances may any Provisional Amount, etc. be extended at an amount lower than the amount given in this Bill			

**Carried Forward**

**R**

Section No. 3  
Bill No. 1  
Provisional Sums  
**FACTOR 75/01**

**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

Brought Forward		R
<b><u>Provisional sums will only be used with the prior approval of the Principal Agent</u></b>		
<b><u>Community Liaison Officer (CLO)</u></b>		
1	Provide the amount of R 45 000.00 (Forty Five Thousand Hundred Rand) for appointment of community Liaison officer	Item
2	Profit	%
3	Allow for general attendance	%
<b><u>Hiring of scaffolds</u></b>		
4	Provide the amount of R 350 000.00 (Three Hundred and Fifty Thousand Rand) for hiring of scaffolds	Item
5	Profit	%
6	Allow for general attendance	%
Carried to Final Summary		R
Section No. 3		
Bill No. 1		
Provisional Sums		
FACTOR 75/01		

**REPAIRING ROOF AT A FACTORY 75/01 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

Section No	<u>FINAL SUMMARY</u>	Page No	Amount
1	PRELIMINARIES AND GENERAL	44	
2	FACTORY 75/01	50	
3	PROVISIONAL SUMS	52	
	SUB TOTAL (A)		R
	<u>CONTINGENCIES</u>		
	Allow 10.0% for contingencies to be used as directed by the Principal Agent and deducted in whole or in part if not required		
		%	
	SUB TOTAL (B)		R
	Add: Value Added Tax @ 15.0%		R
	Carried to Form of Tender		R
	FACTOR 75/01		

## **ANNEXURE B**

### **BILL OF QUANTITIES FOR FACTORY 200/02**

Item  
No

## Quantity

## Rate

## Amount

## PRELIMINARIES

- i) **The Agreement is to be the JBCC Series 2000 Principal Building Agreement, 4.1 Edition, March 2005, including all other JBCC support documentation that together form the contract between the Employer and Contractor**
- ii) **The Preliminaries are to be the JBCC Series 2000 Preliminaries, May 2005 for use with the JBCC Principal Building Agreement and shall be deemed to be incorporated herein**
- iii) **The Tenderer is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause. These clauses are referred to by clause number and heading only**
- iv) **Where standard clauses or options are not applicable to this Agreement such modifications, corrections or supplements as will apply are given under each relevant clause heading**
- v) **Where any items are not relevant to this specific Agreement such items are marked NOT APPLICABLE in the amount column**

**Carried Forward**

R

Section No. 1  
Bill No. 1  
Preliminaries  
**FACTOR 200/02**

**REPAIRING ROOF AT A FACTORY 200/02 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

	<b>Brought Forward</b>		<b>R</b>
	<p>vi) If Option A as set out in clause B10.3.1 hereinafter, is to be used for the adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time</p> <p>vii) items not priced in these preliminaries shall be deemed to be included elsewhere</p> <p>viii) Should there be any discrepancy between these Preliminaries and the Agreement, these Preliminaries shall take precedence</p>		
	<hr/>		
	<b><u>SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT</u></b>		
	<b><u>DEFINITIONS</u></b>		
<b>1</b>	<b>A1 DEFINITIONS AND INTERPRETATION</b>		
	Clause 1.0 Clause		
	1.1 Definition of "Commencement Date" is added:		
	"COMMENCEMENT DATE" means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect		
<b>2</b>	Clause 1.1 Definition of "Construction Guarantee" is amended by replacing it with the following:		
<b>3</b>	"CONSTRUCTION GUARANTEE" means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule		
	Clause 1.1 Definition of "Construction Period" is amended by replacing it with the following:		
	<b>Carried Forward</b>		<b>R</b>
	<p>Section No. 1</p> <p>Bill No. 1</p> <p>Preliminaries</p> <p><b>FACTOR 200/02</b></p>		

**REPAIRING ROOF AT A FACTORY 200/02 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

<b>Brought Forward</b>		<b>R</b>
	<p><b>"CONSTRUCTION PERIOD"</b> means the period commencing on the commencement date and ending on the date of practical completion</p>	
4	Clause 1.1 Definition of <b>"Corrupt Practice"</b> is added:	
5	<b>"CORRUPT PRACTICE"</b> means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.	
6	Clause 1.1 Definition of <b>"Fraudulant Practice"</b> is added:	
7	<p><b>"FRAUDULANT PRACTICE"</b> means a misrepresentation of facts in order to influence a procurement process in the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderes (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.</p> <p>Clause 1.1 Definition of <b>"Interest"</b> is amended by replacing it with the following:</p> <p><b>"INTEREST"</b> means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).</p>	
8	Clause 1.1 Definition of <b>"Principal Agent"</b> is amended by replacing it with the following:	
9	<p><b>"PRINCIPAL AGENT"</b> means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule.</p>	
10	Clause 1.1 Definition of <b>"Security"</b> is amended by replacing it with the following:	
<b>Carried Forward</b>		<b>R</b>
<p>Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 200/02</b></p>		

**REPAIRING ROOF AT A FACTORY 200/02 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

Brought Forward		R
11	<p>"SECURITY" means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expense or loss</p>	
12	<p>Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax"</p> <p>Clause 1.6.4 is amended by replacing it with the following:</p> <p>No clause</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
<p><b><u>OBJECTIVE AND PREPARATION</u></b></p>		
13	<p><b>A2 OFFER, ACCEPTANCE AND PERFORMANCE</b></p> <p>Clause 2.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
14	<p><b>A3 DOCUMENTS</b></p> <p>Clause 3.0</p> <p>Clause 3.2.1 is amended by replacing "14.1" with "14.0"</p> <p>Clause 3.7 is amended by the addition of the following:</p> <p>The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times</p> <p>Clause 3.10 is amended by replacing the second reference to "principal agent" with the word "employer"</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
Carried Forward		R
<p>Section No. 1  Bill No. 1  Preliminaries  <b>FACTOR 200/02</b></p>		

**REPAIRING ROOF AT A FACTORY 200/02 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

	<b>Brought Forward</b>		<b>R</b>
15	<b>A4 DESIGN RESPONSIBILITY</b>  Clause 4.0  Clause 4.3 is amended by replacing it with the following:  No clause  Fixed: _____ Value related: _____ Time related: _____	Item	
16	<b>A5 EMPLOYER'S AGENTS</b>  Clause 5.0  Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8  Fixed: _____ Value related: _____ Time related: _____	Item	
17	<b>A6 SITE REPRESENTATIVE</b>  Clause 6.0  Fixed: _____ Value related: _____ Time related: _____	Item	
18	<b>A7 COMPLIANCE WITH REGULATIONS</b>  Clause 7.0  <b>Note:</b> A separate clause has been included in Section C : Specific Preliminaries of the <b>bills of quantities /</b> <b>lump sum document</b> for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification  Fixed: _____ Value related: _____ Time related: _____	Item	
	<b>Carried Forward</b>		<b>R</b>
Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 200/02</b>			

**REPAIRING ROOF AT A FACTORY 200/02 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

	<b>Brought Forward</b>		<b>R</b>
19	<b>A8 WORKS RISK</b>		
	Clause 8.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
20	<b>A9 INDEMNITIES</b>		
	Clause 9.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
21	<b>A10 WORKS INSURANCES</b>		
	Clause 10.0		
	Clause 10.0 is amended by the addition of the following clauses:		
	<b>10.5 Damage to the Works</b>		
	(a) Without in any way limiting the <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> shall bear the full risk of damage to and/or destruction of the <b>works</b> by whatever cause during construction of the <b>works</b> and hereby indemnifies and holds harmless the <b>employer</b> against any such damage. The <b>contractor</b> shall take such precautions and security measures and other steps for the protection and security of the <b>works</b> as the <b>contractor</b> may deem necessary		
	(b) The <b>contractor</b> shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the <b>works</b> and to rebuild, restore, replace and/or repair the <b>works</b>		
	(c) The <b>employer</b> shall carry the risk of damage to or destruction of the <b>works</b> and material paid for by the <b>employer</b> that is the result of the excepted risks as set out in 10.6		
	<b>Carried Forward</b>		<b>R</b>
	Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 200/02</b>		

**REPAIRING ROOF AT A FACTORY 200/02 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

<b>Brought Forward</b>	<b>R</b>	
<p>(d) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof</p>		
<p><b>10.6 Injury to Persons or loss of or damage to Properties</b></p>		
<p>(a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable</p>		
<p>(b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable</p>		
<p>(c) The contractor shall, upon receiving a contract instruction from the principal agent, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost thereof from the contractor or to deduct the same from amounts due to the contractor</p>		
<p>(d) The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion</p>		
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- (e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- (f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

**10.7 High risk insurance**

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

**10.7.1 Damage to the works**

The **contractor** shall, from the commencement date of the **works** until the date of the **certificate of practical completion** bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

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<p style="text-align: right;"><b>Brought Forward</b></p> <p>When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs</p> <p><b>10.7.2 Injury to persons or loss of or damage to property</b></p> <p>The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above</p> <p>The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract</p> <p><b>10.7.3</b> It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the commencement date but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so</p>	R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 200/02</b></p>	R	

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<p><b>10.7.4</b> The <b>employer</b> shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the <b>contractor's</b> default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the <b>contractor</b> or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the <b>employer</b> and the <b>contractor</b> and for this purpose all these contracts shall be considered one indivisible whole</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>		Item
22	<p><b>A11 LIABILITY INSURANCES</b></p> <p>Clause 11.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
23	<p><b>A12 EFFECTING INSURANCES</b></p> <p>Clause 12.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
24	<p><b>A13.0 No clause</b></p>	N/A
25	<p><b>A14 SECURITY</b></p> <p>Clause 14.0</p> <p>Clauses 14.1 - 14.8 are amended by replacing them with the following:</p> <p>14.1 In respect of contracts with a <b>contract sum</b> up to R1 million, the <b>security</b> to be submitted by the <b>contractor</b> to the <b>employer</b> will be as a payment reduction of five per cent (5%) of the value certified in the <b>payment certificate</b> (excluding VAT)</p> <p>14.1.1 The payment reduction of the value certified in a <b>payment certificate</b> shall be <i>mutatis mutandi</i> in terms of 31.8(A)</p>	
Carried Forward		R
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<p style="text-align: right;"><b>Brought Forward</b></p> <p>14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor</p> <p>14.2 In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such security shall be provided to the employer within twenty-one (21) calendar days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty-one (21) calendar days from commencement date, the security in terms of 14.7 shall be deemed to have been selected.</p> <p>14.3 Where security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>14.3.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> <p>14.3.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor</p> <p>14.3.3 Within twenty-one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor</p> <p>14.3.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor</p>		<p style="text-align: center;"><b>R</b></p>
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 200/O2</b></p>		<p style="text-align: center;"><b>R</b></p>

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

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

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

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

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

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

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

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

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

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

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

14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8 (A) and 34.8

14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both

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

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

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

14.6.3 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both

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

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	<p style="text-align: right;"><b>Brought Forward</b></p> <p>14.7.1 The payment reduction of the value certified in a <b>payment certificate</b> shall be <i>mutatis mutandi</i> in terms of 31.8(B)</p> <p>14.7.2 The <b>employer</b> shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the <b>employer</b> complies with the provisions of 33.4 in which event the <b>employer's</b> entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the <b>contractor</b></p> <p>14.8 Payments made by the guarantor to the <b>employer</b> in terms of the fixed or variable <b>construction guarantee</b> shall not prejudice the rights of the <b>employer</b> or <b>contractor</b> in terms of this agreement</p> <p>14.9 Should the <b>contractor</b> fail to furnish the <b>security</b> in terms of 14.2, the <b>employer</b>, in his sole discretion and without notification to the <b>contractor</b>, is entitled to change the <b>contractor's</b> selected form of <b>security</b> to that of a ten per cent (10%) payment reduction of the value certified in the <b>payment certificate</b> (excluding VAT), whereafter 14.7 shall be applicable</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><b><u>EXECUTION</u></b></p> <p>26 <b>A15 PREPARATION FOR AND EXECUTION OF THE WORKS</b></p> <p>Clause 15.0</p> <p>Clause 15.1.1 is amended by replacing it with:</p> <p>No Clause</p> <p>Clause 15.1.2 is amended by replacing it with:</p> <p>The <b>security</b> selected in terms of 14.0</p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 200/02</b></p>	<p style="text-align: center;">Item</p>	<p style="text-align: right;">R</p>	
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<b>Brought Forward</b>		<b>R</b>
<p>Clause 15.1 is amended by the addition of the following clause:</p> <p>15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) calendar days of commencement date</p> <p>Clause 15.2.1 is amended by replacing it with the following clause:</p> <p>Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.2 and 15.1.4</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>		
27	<p><b>A16 ACCESS TO THE WORKS</b></p> <p>Clause 16.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
28	<p><b>A17 CONTRACT INSTRUCTIONS</b></p> <p>Clause 17.0</p> <p>Clause 17.1.11 is amended by deleting the words "and the appointment of nominated and selected subcontractors"</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
29	<p><b>A18 SETTING OUT OF THE WORKS</b></p> <p>Clause 18.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
<b>Carried Forward</b>		<b>R</b>
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	<b>Brought Forward</b>		<b>R</b>
<b>30</b>	<b>A19 ASSIGNMENT</b>		
	Clause 19.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
<b>31</b>	<b>A20 NOMINATED SUB-CONTRACTORS</b>		
	Clause 20.0		
	Clause 20.1.3 is amended by replacing it with the following:		
	No Clause		
	Note: See item B9.1 hereinafter for adjustment of attendance on <del>nominated subcontractors</del> executing work allowed for under provisional sums		
	Fixed: _____ Value related: _____ Time related: _____	Item	
<b>32</b>	<b>A21 SELECTED SUBCONTRACTORS</b>		
	Clause 21.0		
	Clause 21 is amended by replacing it with:		
	No Clause		
	Fixed: _____ Value related: _____ Time related: _____	Item	
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	<b>Brought Forward</b>			<b>R</b>
33	<b>A22 EMPLOYER'S DIRECT CONTRACTORS</b>			
	Clause 22.0			
	Fixed: _____ Value related: _____ Time related: _____	Item		
34	<b>A23 CONTRACTOR'S DOMESTIC SUBCONTRACTORS</b>			
	Clause 23.0			
	Fixed: _____ Value related: _____ Time related: _____	Item		
	<b><u>COMPLETION</u></b>			
35	<b>A24 PRACTICAL COMPLETION</b>			
	Clause 24.0			
	Fixed: _____ Value related: _____ Time related: _____	Item		
36	<b>A25 WORK'S COMPLETION</b>			
	Clause 25.0			
	Fixed: _____ Value related: _____ Time related: _____	Item		
37	<b>A26 FINAL COMPLETION</b>			
	Clause 26.0			
	Clause 26.1.2 is amended by inserting "W" next to 26.1.2			
	Fixed: _____ Value related: _____ Time related: _____	Item		
	<b>Carried Forward</b>			<b>R</b>
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	<b>Brought Forward</b>		<b>R</b>
38	<b>A27 LATENT DEFECTS LIABILITY PERIOD</b>		
	Clause 27.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
39	<b>A28 SECTIONAL COMPLETION</b>		
	Clause 28.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
40	<b>A29 REVISION OF DATE FOR PRACTICAL COMPLETION</b>		
	Clause 29.0		
	Clause 29.2.5 is amended by replacing it with:		
	No clause		
	Fixed: _____ Value related: _____ Time related: _____	Item	
41	<b>A30 PENALTY FOR NON-COMPLETION</b>		
	Clause 30.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<b><u>PAYMENT</u></b>		
42	<b>A31 INTERIM PAYMENT TO THE CONTRACTOR</b>		
	Clause 31.0		
43	Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"		
	Clause 31.8 is amended by replacing it with the following two alternative clauses:		
	<b>Carried Forward</b>		<b>R</b>
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**Alternative A**

31.8(A) Where a security is selected in terms of 14.1; 14.5 or 14.6, the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(A).1 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion

31.8(A).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion

31.8(A).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6

31.8(A).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate

**Alternative B**

31.8(B) Where security is a payment reduction in terms of 14.7 the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(B).1 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion

31.8(B).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion

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	<b>Brought Forward</b>		<b>R</b>
	<p>31.8(B).3 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6</p> <p>31.8(B).4 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate</p> <p>Clause 31.12 is amended by deleting the following:</p> <p>Payment shall be subject to the employer giving the contractor a tax invoice for the amount due</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>		
44	<b>A32 ADJUSTMENT TO THE CONTRACT VALUE</b>		
	<p>Clause 32.0</p> <p>Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:</p> <p>"due to no fault of the contractor"</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>		
		Item	
45	<b>A33 RECOVERY OF EXPENSE AND LOSS</b>		
	<p>Clause 33.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>		
	<b>Carried Forward</b>		<b>R</b>
	<p>Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 200/02</b></p>		

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46 A34 FINAL ACCOUNT AND FINAL PAYMENT

### Clause 34.0

Clause 34.1 is amended by removing "#" next to 34.1

Clause 34.2 is amended by removing "#" next to 34.2

Clause 34.8 is amended by deleting the words "where security as a fixed construction guarantee in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1"

Clause 34.13 is amended by replacing "seven (7) calendar days" with "twenty-one (21) calendar days" and deleting the words "subject to the employer giving the contractor a tax invoice for the amount due"

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time  
related: \_\_\_\_\_

Item

47	A35	PAYMENT TO OTHER PARTIES
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### Clause 35.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time  
related: \_\_\_\_\_

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<b><u>CANCELLATION</u></b>		
<b>A36 CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT</b>		
Clause 36.0		
Clause 36.1 is amended by the addition of the following clauses:		
36.1.3 refuses or neglects to comply strictly with any of the conditions of contract		
36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa		
36.1.5 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract		
Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "principal agent" with "employer"		
Clause 36.0 is amended by the addition of the following clause:		
36.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever		
Fixed: _____ Value related: _____ Time related: _____		
	Item	
<b>Carried Forward</b>		<b>R</b>
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	<b>Brought Forward</b>		<b>R</b>
48	<b>A37 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE</b>  Clause 37.0  Clauses 37.3.5 is amended by replacing "ninety (90) with "one hundred and twenty (120)"  Clause 37.0 is amended by the addition of the following clause:  37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever  Fixed: _____ Value related: _____ Time related: _____	Item	
49	<b>A38 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT</b>  Clause 38.0  Clauses 38.5.4 is amended by replacing "ninety (90) with "one hundred and twenty (120)"  Clause 38.0 is amended by the addition of the following clause:		
	<b>Carried Forward</b>		<b>R</b>
	Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 200/02</b>		

**REPAIRING ROOF AT A FACTORY 200/02 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

	<b>Brought Forward</b>		<b>R</b>
	<p>38.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
50	<p><b>A39 CESSATION - CANCELLATION OF THE WORKS</b></p> <p>Clause 39.0</p> <p>Clauses 39.3.5 is amended by the addition of the following at the end of the sentence "within one hundred and twenty (120) working days of completion of such a report"</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
51	<p><b>A40 DISPUTE SETTLEMENT</b></p> <p>Clause 40.0</p> <p>Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"</p> <p>Clause 40.6 is amended by removing the reference to:</p> <p>No clause</p> <p>Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the mediator and related costs</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
	<b>Carried Forward</b>		<b>R</b>
	<p>Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 200/02</b></p>		

**REPAIRING ROOF AT A FACTORY 200/02 AT EKANDUSTRIA FOR THE  
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	<b>Brought Forward</b>		<b>R</b>
	<b><u>SUBSTITUTE PROVISIONS</u></b>		
52	<b>A41 STATE CLAUSES</b>		
	Clause 41.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<b><u>CONTRACT VARIABLES</u></b>		
	<b><u>THE SCHEDULE (DPW04EC)</u></b>		
53	<b>A42 PRE-TENDER INFORMATION</b>		
	Clause 42.0		
	Tenderers are referred to the Contract Data DPW- 04(EC) for variables pertaining to this contract		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<b><u>SECTION B: JBCC PRELIMINARIES</u></b>		
	<b><u>1: DEFINITIONS AND INTERPRETATION</u></b>		
54	<b><i>Definitions and interpretation</i></b>		
	See also clause A1.0 of Section A for additional an/or amended definitions which shall apply to this Section		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<b><u>2: DOCUMENTS</u></b>		
55	<b><i>Checking of documents</i></b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<b>Carried Forward</b>		<b>R</b>
	Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 200/02</b>		

**REPAIRING ROOF AT A FACTORY 200/02 AT EKANDUSTRIA FOR THE  
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<b>Brought Forward</b>			R
56	<b>Provisional bills of quantities</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
57	<b>Availability of construction documentation</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
58	<b>Interests of agents</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
59	<b>Priced documents</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
60	<b>Tender submission</b>		
	Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance DPW-07(EC)"		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<b>3: THE SITE</b>		
61	<b>Defined works area</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
62	<b>Geotechnical investigation</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
63	<b>Inspection of the site</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
<b>Carried Forward</b>			R
Section No. 1 Bill No. 1 Preliminaries FACTOR 200/02			

**REPAIRING ROOF AT A FACTORY 200/02 AT EKANDUSTRIA FOR THE  
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Brought Forward		R	
64	<b>Existing premises occupied</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
65	<b>Previous work – dimensional accuracy</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
66	<b>Previous work – defects</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
67	<b>Services – known</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
68	<b>Services – unknown</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
69	<b>Protection of trees</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
70	<b>Articles of value</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
71	<b>Inspection of adjoining properties</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
<b>4: MANAGEMENT OF CONTRACT</b>			
72	<b>Management of the works</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
Carried Forward		R	
Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 200/02</b>			

**REPAIRING ROOF AT A FACTORY 200/O2 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

	<b>Brought Forward</b>		<b>R</b>
73	<b>Programme for the works</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
74	<b>Progress meetings</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
75	<b>Technical meetings</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
76	<b>Labour and plant records</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<b><u>5: SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS</u></b>		
77	<b>Samples of materials</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
78	<b>Workmanship samples</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
79	<b>Shop drawings</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
80	<b>Compliance with manufacturer's instructions</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<b>Carried Forward</b>		<b>R</b>
Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 200/O2</b>			

**REPAIRING ROOF AT A FACTORY 200/02 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

	<b>Brought Forward</b>		<b>R</b>
	<b><u>6: TEMPORARY WORKS AND PLANT</u></b>		
81	<b><i>Deposits and fees</i></b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
82	<b><i>Enclosure of the works</i></b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
83	<b><i>Advertising</i></b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
84	<b><i>Plant, equipment, sheds and offices</i></b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
85	<b><i>Main notice board</i></b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
86	<b><i>Subcontractors' notice board</i></b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<b><u>7: TEMPORARY SERVICES</u></b>		
87	<b><i>Location</i></b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
88	<b><i>Water</i></b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<b>Carried Forward</b>		<b>R</b>
	Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 200/02</b>		

**REPAIRING ROOF AT A FACTORY 200/02 AT EKANDUSTRIA FOR THE  
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	<b>Brought Forward</b>		<b>R</b>	
89	<b>Electricity</b>			
	Fixed: _____ Value related: _____ Time related: _____	Item		
90	<b>Telecommunication facilities</b>			
	Fixed: _____ Value related: _____ Time related: _____	Item		
91	<b>Ablution facilities</b>			
	Fixed: _____ Value related: _____ Time related: _____	Item		
	<b><u>8: PRIME COST AMOUNTS</u></b>			
92	<b>Responsibility for prime cost amounts</b>			
	Fixed: _____ Value related: _____ Time related: _____	Item		
	<b><u>9: ATTENDANCE ON N/S SUBCONTRACTORS</u></b>			
93	<b>General attendance</b>			
	Fixed: _____ Value related: _____ Time related: _____	Item		
94	<b>Special attendance</b>			
	Fixed: _____ Value related: _____ Time related: _____	Item		
95	<b>Commissioning – fuel, water and electricity</b>			
	Fixed: _____ Value related: _____ Time related: _____	Item		
	<b><u>10: FINANCIAL ASPECTS</u></b>			
96	<b>Statutory taxes, duties and levies</b>			
	Fixed: _____ Value related: _____ Time related: _____	Item		
	<b>Carried Forward</b>		<b>R</b>	
	Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 200/02</b>			

**REPAIRING ROOF AT A FACTORY 200/02 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

	<b>Brought Forward</b>		<b>R</b>
97	<b>Payment for preliminaries</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
98	<b>Adjustment of preliminaries</b>		
	Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site" with "when submitting his priced bills of quantities / lump sum document"		
	Fixed: _____ Value related: _____ Time related: _____	Item	
99	<b>Payment certificate cash flow</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<b><u>11: GENERAL</u></b>		
100	<b>Protection of the works</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
101	<b>Protection / Isolation of existing / sectionally occupied works</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
102	<b>Security of the works</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
103	<b>Notice before covering work</b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<b>Carried Forward</b>		<b>R</b>
	Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 200/02</b>		

**REPAIRING ROOF AT A FACTORY 200/02 AT EKANDUSTRIA FOR THE  
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<b>Brought Forward</b>			<b>R</b>
104	<b><i>Disturbance</i></b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
105	<b><i>Environmental disturbance</i></b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
106	<b><i>Works cleaning and clearing</i></b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
107	<b><i>Vermin</i></b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
108	<b><i>Overhand work</i></b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
109	<b><i>Instruction manuals and guarantees</i></b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
110	<b><i>As built information</i></b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
111	<b><i>Tenant installations</i></b>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
<b>Carried Forward</b>			<b>R</b>
Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 200/02</b>			

**REPAIRING ROOF AT A FACTORY 200/02 AT EKANDUSTRIA FOR THE  
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	<b>Brought Forward</b>		<b>R</b>
<b>112</b>	<p><b><u>12: SCHEDULE OF VARIABLES</u></b></p> <p><b><i>Schedule of Variables</i></b></p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p>This schedule contains all variables referred to in this document and is divided into pretender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries.</p> <p>Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [ ] brackets</p> <p><b>12.1 PRE TENDER INFORMATION</b></p> <p><b>12.1.1 Provisional Bills of Quantities</b></p> <p>[2.2] The quantities are provisional <span style="float: right;">NO</span></p> <p><b>12.1.2 Availability of construction documentation</b></p> <p>[2.3] Construction of documentation is complete <span style="float: right;">YES</span></p> <p><b>12.1.3 Interest of agents</b></p> <p>[2.4] Details: <span style="float: right;">Not Applicable</span></p> <p><b>12.1.4 Defined works area</b></p> <p>[3.1] Details: <span style="float: right;">As</span> shown on tender documents</p> <p><b>12.1.5 Geotechnical investigation</b></p> <p>[3.2] Details: Available for inspection</p>	<b>Item</b>	
	<b>Carried Forward</b>		<b>R</b>
	<p>Section No. 1</p> <p>Bill No. 1</p> <p>Preliminaries</p> <p><b>FACTOR 200/02</b></p>		

**REPAIRING ROOF AT A FACTORY 200/02 AT EKANDUSTRIA FOR THE  
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<b>Brought Forward</b>		<b>R</b>
<p>12.1.6 <i>Existing premises occupied</i> [3.4] Specific requirements: Not Applicable</p>		
<p>12.1.7 <i>Previous work - dimensional accuracy</i> [3.5] Details: Not Applicable</p>		
<p>12.1.8 <i>Previous work - defects</i> [3.6] Details: Not Applicable</p>		
<p>12.19. <i>Services - known</i> [3.7] Details: shown on tender documents</p>	As	
<p>12.1.10 <i>Protection of trees</i> [3.9] Specific requirements: shown on tender documents</p>	As	
<p>12.1.11 <i>Inspection of adjoining properties</i> [3.11] Specific requirements: Not Applicable</p>		
<p>12.1.12 <i>Enclosure of the works</i> [6.2] Specific requirements: As shown on site</p>		
<p>12.1.13 <i>Offices</i> [6.4.3] Specific requirements: The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times.</p>		
<b>Carried Forward</b>		<b>R</b>
<p>Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 200/02</b></p>		

**REPAIRING ROOF AT A FACTORY 200/02 AT EKANDUSTRIA FOR THE  
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<b>Brought Forward</b>		<b>R</b>
<b>12.1 14 Main notice board</b>		
<b>[6.5]</b>	Specific requirements: The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering.	
<b>12.1.15 Subcontractors' notice board</b>		
<b>[6.6]</b>	A notice board is required YES Specific requirements:	
<b>12.1.16 Water</b>		
<b>[7.2]</b>	Option A (by contractor)	YES
<b>12.1.17 Electricity</b>		
<b>[7.3]</b>	Option A (by contractor)	YES
<b>12.1.18 Telecommunications</b>		
<b>[7.4]</b>	Telephone	YES
	Facsimile	YES
	E-mail	YES
<b>Carried Forward</b>		<b>R</b>
Section No: 1 Bill No. 1 Preliminaries <b>FACTOR 200/02</b>		

**REPAIRING ROOF AT A FACTORY 200/02 AT EKANDUSTRIA FOR THE  
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<b>Brought Forward</b>		<b>R</b>
<b>12.1.19 Ablution facilities</b> <b>[7.5] Option A (by contractor)</b> <div style="text-align: right;"><b>YES</b></div>		
<b>12.1.20 Protection of existing/sectionally occupied works</b> <b>[11.2] Protection is required</b> <div style="text-align: right;"><b>YES</b></div>		
<b>12.1.21 Special attendance</b> <b>[9.2] Subcontractor (1) details:</b> <div style="text-align: right;">Not Applicable</div> <b>Subcontractor (2) details:</b> <div style="text-align: right;">Not Applicable</div> <b>Subcontractor (3) details:</b> <div style="text-align: right;">Not Applicable</div> <b>Subcontractor (4) details:</b> <div style="text-align: right;">Not Applicable</div>		
<b>12.1.22 Protection of works</b> <b>[11.1] Specific requirements:</b> <div style="text-align: right;">None</div>		
<b>12.1.23 Disturbance</b> <b>[11.5] Specific requirements:</b> <div style="text-align: right;">The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent</div>		
<b>12.1.24 Environmental disturbance</b> <b>[11.6] Specific requirements:</b>		
<b>12.2 POST-TENDER INFORMATION</b>		
<b>Carried Forward</b>		<b>R</b>
Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 200/02</b>		

Brought Forward		R
12.2.1	<b>Payment of preliminaries</b>	
[10.2]	Option A (prorated)	YES/NO
	Option B (calculates)	YES/NO
12.2.2	<b>Adjustment of preliminaries</b>	
[10.3]	Option A (three categories)	YES/NO
	Option B (detailed breakdown)	YES/NO
12.2.3	<b>Additional agreed preliminaries items</b>	
	Details:	
Carried Forward		R

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**REPAIRING ROOF AT A FACTORY 200/02 AT EKANDUSTRIA FOR THE  
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**Brought Forward**

**R**

**SECTION C: SPECIFIC PRELIMINARIES**

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

**113 C1 CONTRACT DRAWINGS**

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 intelligible to the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_  
Time related: \_\_\_\_\_

item

**114 C2 GENERAL PREAMBLES**

The document "Specification of Materials and Methods to be used (PW371)" is obtainable on request from the head office and all regional offices of the Department, and shall be read in conjunction with the bills of quantities and be referred to for the full descriptions of work to be done and materials to be used

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_  
Time related: \_\_\_\_\_

item

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	<b>Brought Forward</b>		<b>R</b>
115	<b>C3    TRADE NAMES</b>  Wherever a trade name for any product has been described in the bills of quantities, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders  If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for  Fixed: _____ Value related: _____ Time related: _____	Item	
116	<b>C4    IMPORTED MATERIALS AND EQUIPMENT</b>  Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer  Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)  Fixed: _____ Value related: _____ Time related: _____	Item	
117	<b>C5    VIEWING THE SITE IN SECURITY AREAS</b>  The site is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the site for tendering purposes  Fixed: _____ Value related: _____ Time related: _____	Item	
	<b>Carried Forward</b>		<b>R</b>
	Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 200/02</b>		

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	<b>Brought Forward</b>		<b>R</b>
118	<b>C6 COMMENCEMENT OF WORKS IN SECURITY AREAS</b>  As the works falls within a security area the contractor must give the unit commander or other responsible officer notice before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account  Fixed: _____ Value related: _____ Time related: _____	Item	
119	<b>C7 ENTRANCE PERMITS TO SECURITY AREAS</b>  As the works falls within a security area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer  Fixed: _____ Value related: _____ Time related: _____	Item	
120	<b>C8 SECURITY CHECK OF PERSONNEL</b>  The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified  In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works  Fixed: _____ Value related: _____ Time related: _____	Item	
	<b>Carried Forward</b>		<b>R</b>
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	<b>Brought Forward</b>		<b>R</b>
121	<p><b>C9 PROHIBITION ON TAKING OF PHOTOGRAPHS</b></p> <p>In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister</p> <p>The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><b>C10 HIV/AIDS AWARENESS</b></p> <p>It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the Bills of Quantities. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained</p> <p>The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of Clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment</p>	Item	
	<b>Carried Forward</b>		<b>R</b>
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<b>Brought Forward</b>				<b>R</b>
122	<b>C10.1 AWARENESS CHAMPION</b>  Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification  Fixed: _____ Value related: _____ Time related: _____	Item		
123	<b>C10.2 AWARENESS WORKSHOPS</b>  Selection and appointment of a competent Service Provider approved by the principal agent, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification  Fixed: _____ Value related: _____ Time related: _____	Item		
124	<b>C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.</b>  Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification  Fixed: _____ Value related: _____ Time related: _____	Item		
<b>Carried Forward</b>				<b>R</b>
Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 200/02</b>				

**REPAIRING ROOF AT A FACTORY 200/O2 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

	<b>Brought Forward</b>		<b>R</b>
125	<b>C10.4 ACCESS TO CONDOMS</b>  Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the <b>construction period</b> , all in accordance with the HIV/AIDS Specification  Fixed: _____ Value related: _____ Time related: _____	Item	
126	<b>C10.5 MONITORING</b>  Monitoring HIV/AIDS awareness of workers, providing the <b>principal agent</b> with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the <b>construction period</b> and close out, all in accordance with the HIV/AIDS Specification  Fixed: _____ Value related: _____ Time related: _____	Item	
	<b>Carried Forward</b>		<b>R</b>
Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 200/O2</b>			

**REPAIRING ROOF AT A FACTORY 200/O2 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

	<b>Brought Forward</b>		<b>R</b>
127	<p><b>C11 : OCCUPATIONAL HEALTH AND SAFETY ACT</b></p> <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).</p> <p>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</p> <p>The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.</p> <p>Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
	<b>Carried to Final Summary</b>		<b>R</b>
	<p>Section No. 1 Bill No. 1 Preliminaries <b>FACTOR 200/O2</b></p>		

**REPAIRING ROOF AT A FACTORY 200/02 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

Item No	Quantity	Rate	Amount
<b><u>SECTION NO. 2</u></b>			
<b><u>BILL NO. 1</u></b>			
<b><u>ALTERATIONS (PROVISIONAL)</u></b>			
<b><u>PREAMBLES</u></b>			
Tenderers are advised to study the "Specifications of materials and methods to be used" (PW371/OCTOBER 1993) before pricing this bill			
<b><u>SUPPLEMENTARY PREAMBLES</u></b>			
All Tenderers will be deemed to have visited the site prior to submitting their tender to determine the nature and extent of the alteration and demolition work and the value of the materials to be recovered. No claim for a variation in the credit allowance for recoverable materials in respect of demolition items will be considered.			
All sizes and dimensions stated herein are approximate and deemed only sufficient to identify the item of work concerned.			
In taking down and removing existing work the utmost care must be taken to avoid any structural or other damage to the remaining portions of the building and the Contractor shall provide all shoring, needling, strutting, etc to ensure the stability of all structures during the alteration/demolition work. The Contractor will be held solely responsible for the safety and stability of the buildings for the whole period of the contract and must make good any damage at his own expense.			

**Carried Forward**

**R**

Section No. 2  
Bill No. 1  
Alterations (Provisional)  
**FACTOR 200/02**

**REPAIRING ROOF AT A FACTORY 200/02 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

<b>Brought Forward</b>	<b>R</b>
<p>Existing services must be maintained at all times to the existing buildings. If it is found necessary to disconnect any service then suitable temporary or alternate services must be provided to the existing buildings.</p> <p>Special care shall be exercised during the progress of the work to ensure that any electrical installation, water supply pipes, telephone and other services which may be encountered are not interfered with and notice must be given to the Principal agent if any disconnection or alterations become necessary.</p> <p>The Contractor shall cover up and protect from injury all work not removed and shall make good at his own expense any damage that may occur.</p> <p>Any water supply or other piping, etc that may be encountered and found necessary to disconnect or cut are to be effectually stopped off and any new connections that may be necessary shall be made with the proper fittings to the satisfaction of the Principal Agent. Where sanitary fittings, geysers, etc are to be removed the Contractor shall allow for removing all exposed waste or water supply pipes to the nearest suitable junction or connection and stopping off, as well as for making good plaster, screeds, etc.</p> <p>Prices for the removal of concrete slabs, etc must include for removal of reinforcement, screeds, membrane waterproofing, conduits, etc.</p> <p>Prices for the removal of concrete surface beds, etc must include for removal of reinforcement, screeds, conduits, damp proof membrane, etc. The Contractor is to note that removal of the existing floor finishes such as vinyl, carpets, ceramic tiles, etc has been measured separately.</p> <p>Taking down existing walls is to include for skirtings, cornices, conduits, pipes, brick or concrete fins, lintels, etc built into the structure and for making good walls, floors, ceilings, etc as described. The Contractor is to note that items for the removal of joinery, etc such as shelves, pelmets, curtain rails, pinning boards, signage, etc has been measured separately.</p>	
<b>Carried Forward</b>	<b>R</b>
<p>Section No. 2 Bill No. 1 Alterations (Provisional) <b>FACTOR 200/02</b></p>	

**REPAIRING ROOF AT A FACTORY 200/02 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

<p align="center"><b>Brought Forward</b></p> <p>Removal of doors, windows, fittings, etc is to include for their removal complete with frames, ironmongery, glass, quadrants, architraves, skirtings, burglar bars and all accessories to walls, reveals, around openings, for cutting out cills, etc, for hacking up flooring at openings and for making good.</p> <p>Removal of sanitary fittings is to include for the removal and blocking off of service pipes, taps, traps, fixing brackets, cisterns, etc complete.</p> <p>Building up of existing openings where given in number shall be deemed to include preparing existing surfaces all round, brickwork properly toothed and bonded to existing and shot pinned to concrete, wedging up and unless otherwise stated making good finishes on both sides to match existing.</p> <p>Allow for watering the works sufficiently to prevent nuisance from dust.</p> <p><b>OLD MATERIALS TO BE CARTED AWAY:</b> Old materials from the alterations, except where described to be re-used or handed over, as well as all rubbish, rubble, debris etc., must be regularly carted from the site and not be allowed to accumulate on or around the site.</p> <p><b>OLD MATERIALS NOT TO BE RE-USED:</b> None of the old materials are to be used for new work except where specifically described as being set aside for re-use.</p> <p><b>OLD MATERIALS TO BECOME THE PROPERTY OF THE CONTRACTOR:</b> Old materials from alterations, except where described to be re-used or handed over, become the property of the Contractor who must allow credit for same in the Final Summary.</p>		<p align="center"><b>R</b></p>
<p align="center"><b>Carried Forward</b></p> <p>Section No. 2 Bill No. 1 Alterations (Provisional) <b>FACTOR 200/02</b></p>		<p align="center"><b>R</b></p>

**REPAIRING ROOF AT A FACTORY 200/02 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

Brought Forward		R
<p><b>HANDING OVER OF MATERIALS:</b> Where certain materials or articles from demolitions or articles are described as to be handed over by the Contractor to the Regional Representative or Representative/Agent, such materials 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><b><u>REMOVAL OF EXISTING WORK</u></b></p> <p><b><u>Taking down and removing roofs, e.t.c</u></b></p>		
1	Carefully take out and remove damaged existing chromadek roofing sheet	m2 3 136
Carried Forward to Summary of Section No. 2		R
Section No. 2 Bill No. 1 Alterations (Provisional) <b>FACTOR 200/02</b>		

Item No	Quantity	Rate	Amount
<b>SECTION NO. 2</b>			
<b>BILL NO. 2</b>			
<b>ROOF COVERINGS ETC</b>			
<b>PREAMBLES</b>			
NOTE: Tenderers are required to study the Model Preambles for Trades and the Project Specification before pricing the bills of quantities.			
<b>PROFILED METAL SHEETING AND ACCESSORIES</b>			
1			
Roof sheeting and its accessories is to be guaranteed against failure in material and workmanship for a period of 10 years after the date of practical completion.	Item		
<u>Klip-Tite 0.68mm thick chromadek roof sheets inclusive of K1700 Clips, 16 x 45mm Water head screws for steel, 4mm Alucushion Double sided, Double Sided Tape, Straining wire PVC 25kg fixed to steel purlins in accordance with manufacturer's instructions. (The final thickness of the roof is subject to Engineer recommendations)</u>			
2			
Roof covering in single lengths not exceeding 3m, fixed over insulation (insulation included)	m2	3 136	
<u>Watertight testing</u>			
3			
Test the roof sheeting for water tightness	Item		
Carried Forward to Summary of Section No. 2			R
Section No. 2 Bill No. 2 Roof Coverings etc FACTOR 200/02			

Bill No		Page No	Amount
1	Alterations (Provisional)	48	
2	Roof Coverings etc	49	
<b>Carried to Final Summary</b>			<b>R</b>
Section No. 2 <b>FACTOR 200/02</b>			

**REPAIRING ROOF AT A FACTORY 200/02 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

Item No		Quantity	Rate	Amount
	<b><u>SECTION NO. 3</u></b>			
	<b><u>BILL NO. 1</u></b>			
	<b><u>PROVISIONAL SUMS</u></b>			
	<b><u>NOTES:</u></b>			
	1. The Contractor's attention is drawn specifically to the Principal Building Agreement Clause 20.0 (Nominated Sub-Contractors), Clause 21.0 (Selected Sub-Contractors) and Clause 22 (Work by Others) and to the related Clauses in Section 1, Bill No. 1 - Preliminaries			
	2. The Contractor's attention is drawn also to the definition of attendance on Nominated or Selected Sub-Contractors and of fuel, power and water for commissioning of mechanical and other specialised installations given in the JBCC Preliminaries			
	3. Where special attendance includes the provision of hoisting facilities for a Sub-Contractor then the Contractor shall:-			
	* Ensure that the capacities of his hoisting equipment are sufficient to deal with the masses and the quantities of the items to be hoisted,			
	* Schedule the times of availability of the hoisting equipment for each Sub-Contractor,			
	* Provide all necessary personnel to operate the hoisting equipment,			
	all to enable the Sub-Contractor to execute the hoisting or lowering of his material, etc. using the facilities provided by the Contractor			
	4 Under no circumstances may any Provisional Amount, etc. be extended at an amount lower than the amount given in this Bill			
	<b>Carried Forward</b>		<b>R</b>	
	Section No. 3 Bill No. 1 Provisional Sums <b>FACTOR 200/02</b>			

**REPAIRING ROOF AT A FACTORY 200/02 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

Brought Forward		R
<u>Provisional sums will only be used with the prior approval of the Principal Agent</u>		
<u>Hiring of scaffolds</u>		
1	Provide the amount of R 350 000.00 (Three Hundred and Fifty Thousand Rand) for hiring of scaffolds	Item
2	Profit	%
3	Allow for general attendance	%
<u>Community Liaison Officer (CLO)</u>		
4	Provide the amount of R 45 000.00 (Forty Five Thousand Hundred Rand) for appointment of community Liaison officer	Item
5	Profit	%
6	Allow for general attendance	%
Carried to Final Summary		R
Section No. 3		
Bill No. 1		
Provisional Sums		
FACTOR 200/02		

**REPAIRING ROOF AT A FACTORY 200/02 AT EKANDUSTRIA FOR THE  
MPUMALANGA ECONOMIC GROWTH AGENCY (MEGA)**

Section No	<u>FINAL SUMMARY</u>	Page No		Amount
1	PRELIMINARIES AND GENERAL	44		
2	FACTORY 200/02	50		
3	PROVISIONAL SUMS	52		
	SUB TOTAL (A)		R	
	<u>CONTINGENCIES</u>			
	Allow 10.0% for contingencies to be used as directed by the Principal Agent and deducted in whole or in part if not required			
		%		
	SUB TOTAL (B)		R	
	Add: Value Added Tax @ 15.0%		R	

Carried to Form of Tender

FACTOR 200/02

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

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

## **General Conditions of Contract**

### **1. Definitions**

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

RSA.

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

obligations of the supplier covered under the contract.

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

## **2. Application**

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

## **3. General**

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

- |   |   |
|---|---|
| <b>16. Payment</b>                              | <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>   |
| <b>17. Prices</b>                               | <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>  |
| <b>18. Contract amendments</b>                  | <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>   |
| <b>19. Assignment</b>                           | <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>   |
| <b>20. Subcontracts</b>                         | <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>   |
| <b>21. Delays in the supplier's performance</b> | <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.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	<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>
<b>32. Taxes and duties</b>	<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>
<b>33. National Industrial Participation Programme (NIP)</b>	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.
<b>34 Prohibition of Restrictive practices</b>	<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.

Js General Conditions of Contract (revised July 2010)

## 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 interest<sup>1</sup> 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.

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<sup>1</sup> 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.

**SBD4**

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 consortium<sup>2</sup> 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

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<sup>2</sup> 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
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	
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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 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:

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

Where

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

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
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:** .....

.....

.....

.....