



MPUMALANGA ECONOMIC GROWTH AGENCY
MEGA OFFICE PARK
02 EASTERN BOULEVARD,
RIVERSIDE
MBOMBELA

PO BOX 952, NELSPRUIT, 1200
TEL: +27 13 492 5818
WWW.MEGA.GOV.ZA

BID

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE RENOVATION OF FACTORY 215/1 AT EKANDUSTRIA INDUSTRIAL PARK (CIDB GRADING 4GB AND 4EB OR HIGHER)

Issued by:

Mpumalanga Economic Growth Agency (“MEGA”)
Supply Chain Management Unit
MEGA OFFICE PARK
02 Eastern Boulevard
Riverside,
Mbombela,
1200

MEGA / 2027 / 08

CLOSING DATE: 09 NOVEMBER 2026 AT 12:00

NAME OF A BIDDER: _____

TOTAL PRICE (all inclusive): _____

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE BELOW MENTIONED TENDER OF MPUMALANGA ECONOMIC GROWTH AGENCY					
BID NUMBER:	MEGA / 2027 / 08	CLOSING DATE:	09 NOVEMBER 2026	CLOSING TIME:	12H00
DESCRIPTION	BID FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE RENOVATION OF FACTORY 215/1 AND OTHER RELATED SERVICES AT EKANDUSTRIA INDUSTRIAL PARK (CIDB GRADING 4GB AND 5EB OR HIGHER)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MEGA Office Park, 02 Eastern Boulevard, Riverside, Mbombela, 1200, Ground floor					
OR					
MEGA Offices, Ekandustria Industrial Park, No. 01 Iridium Street, Bronkhortspruit, 1028					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. S Lekhuleni		CONTACT PERSON	Mr. E Nyathikazi	
TELEPHONE NUMBER	013 492 5818		TELEPHONE NUMBER	071 163 6370	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	sibusiso.lekhuleni@mega.gov.za		CELL NUMBER	Erick.nyathikazi@mega.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
<i>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</i>	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		<i>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</i>		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA ?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION			☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

SECTION 1: BIDDING INFORMATION

TERMS OF REFERENCE: MEGA / 2027 / 08

**BID FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE RENOVATION
OF FACTORY 215/1 AND OTHER RELATED SERVICES AT 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 and experienced service provider for the renovation of Factory 215/1 and other related services at Ekandustria Industrial Park.

3. BACKGROUND

As part of its ongoing turnaround strategy, MEGA is implementing coordinated maintenance and security enhancement initiatives to rehabilitate its industrial parks, safeguard assets, reduce incidents of theft and vandalism, improve tenant confidence, and enhance the marketability of its properties. Cluster 4 has been identified as a priority for security upgrades due to its strategic importance to the Nkangala property portfolio and its mix of occupied, vacant, and operational facilities.

A security assessment identified the need to replace the existing dilapidated perimeter fencing with a new secure perimeter fence and controlled access gates to strengthen access control, protect MEGA's assets and tenant properties, prevent unlawful access and encroachment, and create a safer, more secure environment that supports the continued revitalisation and sustainability of the Industrial Park.

4. SCOPE OF WORK

The project comprises the renovation of Factory 215/1. The works include, but are not limited to, the following:

Building Works includes but not limited to:

- Comprehensive Renovation for office building 215/1
- Construction of new guard house
- Electrical installations

External works includes but not limited to:

- Site clearance and waste disposal
- Water and sewer reticulation

The service provider shall execute the works in accordance with the approved specifications, applicable legislation, health and safety requirements and the project requirements.

5. PROJECT TIMELINES

Upon appointment of the successful bidder, a final contract will be signed, and a project plan/programme will be drafted which will stipulate the project commencement date and period for completion.

6. EVALUATION CRITERIA

- (i) The evaluation criteria for the assessment of the proposals will be based on both qualitative and financial aspects of the proposal. Service providers will be evaluated on functionality.
- (ii) The bidders that score points which meet the minimum threshold provided on functionality will further be evaluated on price and on specific goals in terms of the Preferential Procurement Policy Framework, Act 5 of 2000 and Regulations of 2022.
 - All bidders who score less than 70 out of 100 points for functionality will not be considered further.
 - Evaluation will be conducted in accordance with MEGA Supply Chain Management Policy and Preferential Procurement Regulations of 2022.

THE ADJUDICATION METHOD

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

- Stage 1: Responsiveness assessment: Tenders evaluated for responsiveness based on the mandatory requirements stated.
- Stage 2: Functionality assessment
- Stage 3: Financial offer (tender price) evaluation and Empowerment adjudication: Evaluation of the bidders scores for the price submitted and scoring of bidders on Preferential Procurement Regulations of 2022 will be recommended for appointment.

80/20 evaluation criteria will be used for this bid.

Appointment of a preferred bidder(s)

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

MEGA reserves the right to:

- a) Appoint one or more bidder(s) to provide the required service.
- b) where applicable, negotiate the final fee or rates with the preferred bidder(s)
- c) MEGA reserves the right to 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.

6.1 MANDATORY REQUIREMENTS

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

TABLE A: MANDATORY REQUIREMENTS

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

1.	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
2.	Company/CC/Trust/Partnership registration certificates
3.	Fully completed pricing schedule (Attached BOQ)
4.	Fully completed, signed Standard bidding documents (SBD1; SBD4; SBD6.1)
5.	Letter of authority to sign the bidding documents
6.	Certified copies of Directors' or Shareholders Identity documents
7.	Proof registration on Central Supplier Database (Detailed report)
8.	Letter of approval by the Executive Authority to do business with the State if the entity has a member(s) who is / are Government employees
9.	Bidders who submit information that is fraudulent, factually untrue or inaccurate will be disqualified.
10.	Joint venture agreement (where applicable)
11.	Valid Minimum CIDB grading: 4 GB AND 4 EB or Higher

6.2 FUNCTIONALITY ASSESSMENT

- a) Responsive bids will first be evaluated on functionality and the bidders who score 70 points or more of the 100 points will be evaluated further on price and specific goals.
- b) Bidders who score less than the **minimum threshold of 70 points** on functionality will automatically be disqualified.

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

1. Functionality/Quality	Weight	Points Scored
1. Methodology / Approach Statement 1. Understanding of scope of work 2. Work Execution Plan 3. Risk assessment and Risk mitigation 4. Resource Utilization 5. Quality control systems	15	
2. Managerial ability and available key personnel committed to this project 2.1 Project team Organogram demonstrating: a. Key personnel experience (CV's) b. Academic and professional qualifications of key personnel in Built environment (including Engineering, quantity surveying and construction management) and/or Project management <u>Key personnel as per project team/organogram</u> Scoring Guide: • Four (4) or more suitably qualified professionals, each with more than five (5) years' relevant experience. = 35 Points • Three (3) suitably qualified professionals, each with at least three (3) years' relevant experience. = 20 Points • Two (2) suitably qualified professionals, each with at least one (1) year's to two (2) relevant experience. = 10 Points • One (1) suitably qualified professional = 5 Points	35	

• No suitably qualified professional(s) regardless of experience = 0 Points		
3 Experience in comparable projects	50	
3.1 Bidder must provide reference letters confirming the successful completion of projects of a similar scope and value for public sector institutions. Appointment and Letters of Completion letters to include: a. Value of the project (ZAR) b. Name of the client and contact details c. Appointment letter and Letter of Completion A maximum of five (5) appointment letters will be considered for evaluation. • Appointment letter(s) must be supported by a corresponding completion certificate/letter. • Each qualifying appointment, supported by the required completion documentation, will be allocated 10 points (5 points for the appointment letter and 5 points for the corresponding completion certificate/letter), up to a maximum of 50 points.		
Total Functionality	100	

A bidder who scores less than 70 points will not be evaluated further for price and specific goals.

6.1.3 PRICING SCHEDULE

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*

Criteria	Points
Points on Price	80
Specific Goals	20
TOTAL	100

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

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

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

$P_{\min}$ = Price of the lowest acceptable tender

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

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

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

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

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

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

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

Refer to the attached BOQ / Pricing Schedule

8. 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.

9. ENQUIRIES

Enquiries related to this bid may be addressed to the relevant MEGA officials indicated below.

All Supply Chain Management and project-related enquiries must be directed to the following MEGA officials:

Supply Chain Management Unit:

Mr. Sibusiso Lekhuleni

TEL: +27 13 492 5818

EMAIL: scm@mega.gov.za

Project / Technical Enquiries:

Mr. E. Nyathikazi – General Manager: Properties and Infrastructure

TEL: +27 13 492 5818

Email: erick.nyathikazi@mega.gov.za

10. CLOSING DATE AND TIME

Date: 09 NOVEMBER 2026

Time: 12:00

11. COMPULSORY BRIEFING SESSION / SITE VISIT

Details of any compulsory briefing session and site visit :

Microsoft Teams Meeting

Join: <https://teams.microsoft.com/meet/341990671025766?p=hu8rLK4ETSYxY7Mo06>

Meeting ID: 341 990 671 025 766

Passcode: AJ78gK2n

Date: 20 October 2026

Time: 11:00

SITE VISIT:

Ekandustria Industrial Park
No. 1 Iridium Street
Bronkhorstspuit
1028

Date: 21 October 2026

Time: 13:00

12. 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 the bidder, bid number, bid description and closing date, and deposited in the tender box by the closing date and time stated in the final advertisement.

The bid documents can be deposited in any one of the addresses provided below:

MEGA Head Office

02 Eastern Boulevard, Riverside
Mbombela
1200

MEGA Office

Ekandustria Industrial Park
No. 1 Iridium Street
Bronkhortspruit
1028

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

BID VALIDITY PERIOD

Bids submitted shall remain valid for a period of **one hundred and twenty (120) days** from the closing date of the bid.

RENOVATION OF OFFICE BUILDING 215/1 AND OTHER RELATED SERVICES AT EKANDUSTRIA INDUSTRIAL PARK IN CITY OF TSHWANE LOCAL MUNICIPALITY, REGION 7					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1	H1	0.0		
	BILL NO 1	H1	0		
	PRELIMINARIES	H1	0		
	BUILDING AGREEMENT AND PRELIMINARIES	H2	0		
	The JBCC Series 2000 Principal Building Agreement (July 2007 edition 5.0, reprint 1) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described		0		
	The JBCC Principal Building Agreement Contract Data EC and the JBCC Principal Building Agreement Contract Data CE form an integral part of this agreement		0		
	The ASACS Preliminaries (November 2007 edition) published by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement shall be deemed to be incorporated in these bills of quantities		0		
	Contractors are referred to the abovementioned documents for the intent and meaning of each clause thereof		0		
	These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this agreement such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the abovementioned documents		0		
	Where any item is not relevant to this specific agreement such item is marked N/A (signifying "not applicable")		0		
	PREAMBLES FOR TRADES	H2	0		
	The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained		0		
	Supplementary preambles are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the said Model Preambles		0		
	The contractor's prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the said Model Preambles and in any supplementary preambles		0		
	PRICING OF PRELIMINARIES	H2	0		
	Should the contractor select Option A in terms of subclause 3.2.1 in the Contract Data - Contractor to Employer (CE) for the purpose of adjustment of these preliminaries, the amount entered into the amount column in these preliminaries is to be divided into one or more of the three categories provided namely Fixed (F), Value Related (V) and Time Related (T)		0		
	SECTION A: PRINCIPAL BUILDING AGREEMENT	H2	0		
	Definitions (A1)	H3	0		
	Clause 1.0 - Definitions and interpretation The measuring system used for the preparation of the bills of quantities is the Standard System of Measuring Building Work (sixth edition, revised 1999) published by the Association of South African Quantity Surveyors [1.1] F:..... V:..... T:..... @13%	Item	1		R -
	Objective and preparation (A2 - A14)	H3	0		
	Clause 2.0 - Offer acceptance and performance obligations F:..... V:..... T:.....	Item	0		
	Clause 3.0 - Documents Refer to Annexure A for a list of the contract drawings Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT) [3.5] The principal agent shall decide which portion of the priced document may be used as a specification of materials and goods or methods, if any [3.9] F:..... V:..... T:.....	Item	0		
	Clause 4.0 - Design responsibility F:..... V:..... T:.....	Item	0		
	Clause 5.0 - Employer's agents F:..... V:..... T:.....	Item	0		
	Clause 6.0 - Contractor's site representative F:..... V:..... T:.....	Item	0		

Clause 7.0 - Compliance with laws and regulations Without limiting the generality of the provisions of clause 7.0, the contractor's attention is drawn to the provisions of the Construction Regulations, 2003 issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [7.1] F:..... V:..... T:.....	Item	0		
Clause 8.0 - Works risk F:..... V:..... T:.....	Item	0		
Clause 9.0 - Indemnities F:..... V:..... T:.....	Item	0		
Clause 10.0 - General insurances F:..... V:..... T:.....	Item	0		
Clause 11.0 - Special insurances F:..... V:..... T:.....	Item	0		
Clause 12.0 - Effecting insurances F:..... V:..... T:.....	Item	0		
Clause 13.0 - Assignment F:..... V:..... T:.....	Item	0		
Clause 14.0 - Security F:..... V:..... T:.....	Item	0		
Execution (A15 - A23)	H3	0		
Clause 15.0 - Preparation for and execution of the works F:..... V:..... T:.....	Item	0		
Clause 16.0 - Site and access Certain areas will be occupied during the construction period and the contractor must execute the works with as little noise and disturbance as possible to the occupants. [16.6] F:..... V:..... T:.....	Item	0		
Clause 17.0 - Contract instructions F:..... V:..... T:.....	Item	0		
Clause 18.0 -Setting out of the works The contractor shall notify the principal agent if any encroachment of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments [18.1] F:..... V:..... T:.....	Item	0		
Clause 19.0 - Temporary works and plant Clause 19.1.1 - Enclosure of the works F:..... V:..... T:.....	Item	0		
Clause 19.1.2 - Office accommodation - provide suitable office accommodation for site meetings with tables and chairs for ten people F:..... V:..... T:.....	Item	0		
Clause 20.0 - Nominated subcontractors Refer to the provisions on general attendance hereinafter F:..... V:..... T:.....	Item	0		
Clause 21.0 - Selected subcontractors General attendance of n/s subcontractors for pricing by the contractor shall be in accordance with the n/s agreement. Notwithstanding this provision, general attendance shall be deemed to include for the contractor to provide free of charge to any n/s subcontractor such scaffolding as may reasonably be required by such n/s subcontractor for the execution of the relevant subcontract work F:..... V:..... T:.....	Item	0		
Clause 22.0 - Employer's direct contractors F:..... V:..... T:.....	Item	0		
Clause 23.0 - Contractor's domestic subcontractors F:..... V:..... T:.....	Item	0		
Completion (A24 - A30)	H3	0		
Clause 24.0 - Practical completion F:..... V:..... T:.....	Item	0		
Clause 25.0 - Works completion F:..... V:..... T:.....	Item	0		
Clause 26.0 - Final completion F:..... V:..... T:.....	Item	0		
Clause 27.0 - Latent defects liability period F:..... V:..... T:.....	Item	0		
Clause 28.0 - Sectional completion F:..... V:..... T:.....	Item	0		
Clause 29.0 - Revision of date for practical completion The removal and replacement of materials and/or workmanship which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value (Clause 29.3) F:..... V:..... T:.....	Item	0		
Clause 30.0 - Penalty for late or non-completion: 0.05% of the Contract Amount inclusive of Value Added Tax per Calendar day F:..... V:..... T:.....	Item	0		
Payment (A31 - A35)	H3	0		
Clause 31.0 - Interim payment Materials and goods stored off site shall not be included in the amount authorised for payment [31.6.5] F:..... V:..... T:.....	Item	0		

Clause 32.0 - Adjustment to the contract value - NOT APPLICABLE All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor [32.13] Where prices are submitted by the contractor or n/s subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the agreement and notwithstanding the fact that such prices may be used in an interim payment certificate there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing The contractor shall not receive any mark-up for overheads and profit on any omission of tenant installation work or tenant installation work by others. Claims for loss of profit shall not be entertained [32.2] F:..... V:..... T:.....

N/A

0

Clause 33.0 - Recovery of expense and loss F:..... V:..... T:.....

Item

0

Clause 34.0 - Final account and final payment F:..... V:..... T:.....

Item

0

Clause 35.0 - Payment to other parties F:..... V:..... T:.....

Item

0

Termination (A36 - A39)

H3

0

Clause 36.0 - Termination by employer - contractor's default F:..... V:..... T:.....

Item

0

Clause 37.0 - Termination by employer - loss and damage F:..... V:..... T:.....

Item

0

Clause 38.0 - Termination by contractor - employer's default F:..... V:..... T:.....

Item

0

Clause 39.0 - Termination - cessation of the works F:..... V:..... T:.....

Item

0

Dispute (A40)

H3

0

Clause 40.0 - Settlement of disputes F:..... V:..... T:.....

Item

0

Contract variables (A41 - A42)

H3

0

Clause 41.0 - Post tender provisions The contractor is to complete and submit with his tender the JBCC Principal Building Agreement Contract Data CE F:..... V:..... T:.....

Item

0

Clause 42.0 - Contractual agreement The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties F:..... V:..... T:.....

Item

0

SECTION B: PRELIMINARIES

H2

0

Definitions and interpretation (B1)

H3

0

Clause 1.0 - Definitions and interpretation F:..... V:..... T:.....

Item

0

Documents (B2)

H3

0

Clause 2.1 - Checking of documents F:..... V:..... T:.....

Item

0

Clause 2.2 - Provisional bills of quantities F:..... V:..... T:.....

Item

0

Clause 2.3 - Availability of construction documentation The budgetary allowances and selected subcontract amounts allocated for subsequent trades included in this agreement will be separately procured, based on multiple procurement of selected subcontractors during the construction period F:..... V:..... T:.....

Item

0

Previous work and adjoining properties (B3)

H3

0

Clause 3.1 - Previous work - dimensional accuracy F:..... V:..... T:.....

Item

0

Clause 3.2 - Previous work - defects F:..... V:..... T:.....

Item

0

Clause 3.3 - Inspection of adjoining properties F:..... V:..... T:.....

Item

0

Samples, shop drawings and manufacturer's instructions (B4)

H3

0

Clause 4.1 - Samples of materials F:..... V:..... T:.....

Item

0

Clause 4.2 - Workmanship samples F:..... V:..... T:.....

Item

0

Clause 4.3 - Shop drawings F:..... V:..... T:.....

Item

0

Clause 4.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....

Item

0

Deposits and fees (B5)

H3

0

Clause 5.1 - Deposits and fees F:..... V:..... T:.....

Item

0

Temporary services (B6)

H3

0

Clause 6.1 - Water F:..... V:..... T:.....	Item	0
Clause 6.2 - Electricity F:..... V:..... T:.....	Item	0
Clause 6.3 - Telecommunication facilities F:..... V:..... T:.....	Item	0
Clause 6.4 - Ablution facilities F:..... V:..... T:.....	Item	0
Prime cost amounts (B7)	H3	0
Clause 7.1 - Responsibility for prime cost amounts F:..... V:..... T:.....	Item	0
Special attendance on n/s subcontractors (B8)	H3	0
Clause 8.1 - Special attendance F:..... V:..... T:.....	Item	0
General (B9)	H3	0
Clause 9.1 - Protection of the works F:..... V:..... T:.....	Item	0
Clause 9.2 - Protection/isolation of existing/ occupied works Certain areas of the sitewill be occupied during the construction period (see item 4 page 14) F:..... V:..... T:.....	Item	0
Clause 9.3 - Security of the works F:..... V:..... T:.....	Item	0
Clause 9.4 - Notice before covering work F:..... V:..... T:.....	Item	0
Clause 9.5 - Disturbance F:..... V:..... T:.....	Item	0
Clause 9.6 - Environmental disturbance F:..... V:..... T:.....	Item	0
Clause 9.7 - Works cleaning and clearing F:..... V:..... T:.....	Item	0
Clause 9.8 - Vermin F:..... V:..... T:.....	Item	0
Caluse 9.9 - Overhand work F:..... V:..... T:.....	Item	0
Schedule of variables (B10)	H3	0
Information necessary for elections and completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that no specific requirements are expected or that the clause is not relevant to this specific contract		0
10.1 - Provisional bills of quantities [2.2] The quantities are provisional		
10.2 - Availability of construction documentation [2.3] Construction documentation is complete Yes		
10.3 - Previous work - dimensional accuracy [3.1]		0
10.4 - Previous work - defects [3.2]		0
10.5 - Inspection of adjoining properties [3.3]		0
10.6 - Water [7.2] Option A (by contractor)Yes Option B (by employer - free of charge) No Option C (by employer - metered)		
10.7 - Electricity [7.3] Option A (by contractor)Yes Option B (by employer - free of charge)		
10.8 - Telecommunications [7.4] Telephone Yes		
10.9 - Ablution facilities [7.5] Option A (by contractor) Yes Option B (by employer)		
10.10 - Protection of the works [9.1]		0
10.11 - Protection/isolation of existing/sectionally occupied works [9.2] Protection/isolation is required No		
10.12 - Disturbance [9.5]		0
10.13 - Environmental disturbance [9.6]		0
SECTION C: SPECIFIC PRELIMINARIES	H2	0
Any special items to meet the particular circumstances of a specific project are embodied in this section. Where required for an aspect of the works to be executed according to a design by a consulting engineer, a recital of the headings to the individual clauses of the JBCC Engineering General Conditions are included		0
Black economic empowerment and training F:..... V:..... T:.....	Item	0
Proprietary branded products F:..... V:..... T:.....	Item	0
The contractor shall take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instructions after consultation with the manufacturer's authorised representative		0

Contract instructions F:..... V:..... T:.....	Item	0
Contract instructions issued on site are to be recorded in triplicate in a contract instruction book which is to be supplied and maintained on site by the contractor		0
Labour record F:..... V:..... T:.....	Item	0
At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and descriptions of tradesmen and labourers employed by him and all subcontractors on the works each day of that week		0
Plant record F:..... V:..... T:.....	Item	0
At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools used on the works each day of that week		0
Guarantees F:..... V:..... T:.....	Item	0
Where guarantees are called for, the contractor shall obtain a written guarantee, addressed to the employer, from the firm supplying the materials and/or doing the work and shall deliver same to the principal agent on the certified completion of the contract. The guarantee shall state that workmanship, materials and installation are guaranteed for a specified period from the date of certified completion of the contract, and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice from the principal agent to do so. This guarantee will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the contractor. The principal agent shall be the sole judge of the cause responsible for defects in the work and his decision shall be final and binding in terms of clause 40.2 of the agreement		0
Overtime F:..... V:..... T:.....	Item	0
Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorised, in writing, prior to execution thereof, that costs for such overtime are to be borne by the employer		0
Co-operation of contractor for cost management F:..... V:..... T:.....	Item	0
It is specifically agreed that the contractor accepts the obligation of assisting the professional consultants in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget. The quantity surveyor undertakes to make available to the contractor all budgetary allowances and cost assessments/reports to enable the proper procedures to be implemented and the contractor will attend all cost plan review and cost management meetings. The contractor undertakes to extend these procedures in regard to all subcontractors		0
Occupational Health and Safety Specification F:..... V:..... T:.....	Item	0
The contractor shall comply with all the requirements set out in the Construction Regulations 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993). It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document. The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including extension of time or interest, due to such delay of payment. Provisions for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.		0
Allow for the compulsory equipment and clothing, ie hats, safety shoes, safety clothing, safety glasses, safety masks, harnesses, etc F:..... V:..... T:.....	Item	0
Allow for all compulsory health and safety posters, boards, etc F:..... V:..... T:.....	Item	0
Allow for all compulsory health and safety workshops, meetings, lectures, demonstrations, etc F:..... V:..... T:.....	Item	0
Allow for all compulsory health and safety pamphlets, cards, paperwork, etc to each worker, consultant, public individual, etc coming onto the site F:..... V:..... T:.....	Item	0
Allow for compulsory health and safety files that must be completed daily and must be handed to the employer on completion of the contract F:..... V:..... T:.....	Item	0
Scope of Application as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0
Notification of Construction Work as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0
Employer's responsibilities as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0

Principal Contractor's responsibility as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0
Supervision of construction work as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0
Risk assessment as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0
Fall protection as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0
Structures Formwork and Support as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0
Excavation as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0
Demolition work as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0
Tunnelling as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0
Scaffolding as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0
Suspended platforms as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0
Botswains chairs as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0
Materials hoists as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0
Batch plant as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0
Explosive powered tools as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0
Cranes as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0
Construction vehicles and mobile plant as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0
Electrical installations and machinery on construction sites as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0
Use and temporary storage of flammable liquids on construction sites as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0
Water environments as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0
Housekeeping on construction sites as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0
Stacking and storage on construction sites as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0
Fire precautions as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0
Construction welfare as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0
Approved inspection Authorities as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0
Offences and penalties as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0
Repeal of regulations as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0
Short title as per Act No 85 of 1993 F:..... V:..... T:.....	Item	0
Obligatory Sub-contracting and Training F:..... V:..... T:.....	Item	0
The Contractor shall sub-contract 40% of the work to Domestic Sub-contractors as listed in the Schedule of Sub-Contractors in the Returnable Schedules The Principal Agent and the Contractor shall at all times make sure that the work complies with the relevant specifications, standards and norms as contained in this tender. The Principal Agent and the Contractor shall provide for the necessary skills transfer and assistance to complete the sub-contracted section of the works. The Principal Agent and the Contractor shall provide the necessary documentation to the Domestic Sub-Contractor for upgrading of the rating by CIDB. BEE Sub- Contractors must be 100% black owned and have offices in Mpumalanga Province		0
Expanded Public Works Programme F:..... V:..... T:.....	Item	0

The Contractor shall study the guidelines for the implementation of labour-intensive infrastructure projects under the Expanded Public Works Programme (EPWP) attached to this document. The Contractor shall take note of the requirements and inform all selected and or other sub-contractors, as no claim afterwards will be entertained			0		
C11:1Local and targeted labour F:..... V:..... T:.....	Item				
Allow for regular submission of proof of employment of local skilled and unskilled labour to Employer's representative F:..... V:..... T:.....	Item		0		
Training allowance paid to targeted labour in respect of formal training. F:..... V:..... T:.....	Item		0		
Extra over for the administration of payment of training allowances to targeted labour F:..... V:..... T:.....	Item		0		
Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site F:..... V:..... T:.....	Item		0		
C12:Contract drawings F:..... V:..... T:.....	Item				
The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed. Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent			0		
C13:General preambles F:..... V:..... T:.....	Item				
C14:Trade names F:..... V:..... T:.....	Item				
Wherever a trade name form any product has been described in the bills of quantities / lump sum document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders. If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for			0		
C15:Community Liaison Officer F:..... V:..... T:.....	Item				
Allow for a Community Liaison Officer (CLO) to be appointed F:..... V:..... T:.....	Item		0		
Allow for net extra cost involved in the employment of a Community Liaison Officer (CLO) in respect of the site office. F:..... V:..... T:.....	Item		0		
Allow for net extra cost involved in the employment of a Community Liaison Officer (CLO) in respect of the toilets. F:..... V:..... T:.....	Item		0		
Allow for net extra cost involved in the employment of a Community Liaison Officer (CLO) in respect of the sheds. F:..... V:..... T:.....	Item		0		
C16: SANS 1921-6: HIV/AIDS Awareness read in conjunction with the Associated Specification Data F:..... V:..... T:.....	Item		0		
General requirements (Clause 4.1) F:..... V:..... T:.....	Item		0		
HIV/AIDS awareness programme (Clause 4.2) F:..... V:..... T:.....	Item		0		
Reporting (Clause 4.3) F:..... V:..... T:.....	Item		0		
SUMMARY OF CATEGORIES	H3		0		
Category : Fixed R:..... Category : Value R:.....			0		
Category : Time R:.....			0		
SECTION 1: TOTAL PRELIMINARIES					R -
<u>SECTION 2:</u>					
<u>RENOVATION OF OFFICE BUILDING 215/1</u>					
<u>BILL NO. 1</u>					
<u>ALTERATIONS</u>					
<u>REMOVAL OF EXISTING WORK</u>					
<u>Taking out doors, windows, etc including thresholds, sills, etc and handing to employer (building up openings elsewhere)</u>					
Timber single door and frame not exceeding 2,5m²	No	15		R	-
Timber double door and frame 1626 x 2032mm high	No	2		R	-
<u>Taking out and removing sundry joinery work</u>					
Timber skirtings from brickwork	m	350		R	-
Timber sills from brickwork	m	85		R	-
<u>Taking out and removing joinery fittings etc</u>					
Timber wall cupboard 1000 x 1000 x 1000mm high	No	1		R	-

Timber floor cupboard 1000 x 1000 x 1000mm high	No	1	R	-
Timber sink cupboard 1000 x 1000 x 1000mm high including disconnecting waste pipe (new trap and connecting to new waste pipe elsewhere)	No	1	R	-
Timber counter 1000 x 1000 x 1000mm high	No	1	R	-
<u>Taking up and removing vinyl floor coverings, carpeting, etc</u>				
Vinyl tile floor covering including preparing screed for new floor covering	m2	636	R	-
<u>Carefully take out and remove from site the following including making good all works disturbed</u>				
Existing chromium plated curtain or hanging rail not exceeding 1,0m long	No	15	R	-
Existing chromium plated curtain or hanging rail exceeding 1,0m but not exceeding 2,0m long	No	12	R	-
Existing toilet roll holder	No	4	R	-
<u>Hacking up/off and removing granolithic, screeds, plaster, etc from concrete or brickwork and preparing surfaces for new screeds, plaster, etc</u>				
25mm Screed from floors	m2	936	R	-
<u>Hacking up/off and removing ceramic tile floor and wall finishes including removing mortar bed or backing and preparing concrete or brick surfaces or new screed, plaster or tile finishes</u>				
Tiles to walls	m2	55	R	-
<u>Taking out and removing piping, sanitary fittings, etc including disconnecting piping from fittings and making good floor and wall finishes (making good tiling and paintwork elsewhere)</u>				
Wash hand basin	No	3	R	-
WC pan with cistern	No	4	R	-
<u>Taking out and removing glass and mirrors</u>				
Carefully remove cracked or broken glazing in panes exceeding 0,5m2 and not exceeding 2m2 in existing metal windows and doors including scraping out putty on reveals and prepare windows and or doors to receive new glazing (New glazing elsewhere measured)	m2	65	R	-
<u>Taking down and removing roofs, e.t.c</u>				
Carefully take out and remove damaged existing corrugated / concrete tiles / IBR / Heavy tile roofing sheet	m2	636	R	-
Carefully take out and remove damaged existing timber roof trusses and make good brickwork to receive new roof trusses (New roof trusses elsewhere measured)	m2	636	R	-
Carefully cut and remove broken or damaged fibre fascia/bargeboards not exceeding 300mm wide and make good works disturbed (replacement elsewhere measured)	m	132	R	-
Carefully cut and remove broken or damaged metal roof valley/gutter not exceeding 600mm wide and replace with matching profile, make water tight and paint to match existing	m	112	R	-
<u>Taking down and removing ceilings, e.t.c</u>				
Carefully remove damaged portions of existing gypsum ceiling boards including removal of damaged brandering and cornices and prepare existing to receive new (New boards elsewhere measured)	m2	636	R	-
<u>Taking down and removing steel windows, e.t.c</u>				
Carefully take out and remove damaged existing steel windows	No	12	R	-
Wall mounted air-conditioning	No	4	R	-
<u>BILL NO. 2</u>				
<u>MASONRY</u>				
<u>SUPPLEMENTARY PREAMBLES</u>				
<u>BRICKWORK</u>				
<u>SUPERSTRUCTURE</u>				
<u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in class I mortar</u>				
One brick walls	m2	30	R	-
One brick walls in beamfilling	m2	25	R	-
<u>Brickwork reinforcement</u>				
150mm Wide reinforcement built in horizontally	m	300	R	-
<u>Face bricks pointed with recessed horizontal and vertical joints to match existing (PC Sum R5 500.00/1000 delivered to site)</u>				
Extra over brickwork for face brickwork	m2	55	R	-
<u>BILL NO. 3</u>				

<u>WATERPROOFING</u>					
<u>SUPPLEMENTARY PREAMBLES</u>					
<u>Waterproofing</u>					
Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs					
<u>PROTECTIVE ROOFING PAINT</u>					
<u>Two coats "Silvakote" bituminous aluminium paint</u>					
On waterproofing to roofs	m2	636	R	-	
<u>BILL NO. 4</u>					
<u>ROOF COVERINGS ETC</u>					
<u>PROFILED METAL SHEETING AND ACCESSORIES</u>					
<u>0.58 mm "IBR" or similar to match existing Z275 spelter galvanised ribbed sheet steel in single lengths fixed to timber/steel purlins or rails.</u>					
Roof covering with pitch not exceeding 25 degrees	m2	636	R	-	
Ridge capping 450mm girth	m	66	R	-	
<u>ROOF AND WALL INSULATION</u>					
<u>"Isoboard" high density 32-36kg/m3 rigid extruded polystyrene 100% closed cell insulation boarding and tight butt joints</u>					
70mm Thick insulation laid taut over purlins (at approximately 1 200mm centres) and fixed concurrent with roof covering including galvanised steel straining wires	m2	636	R	-	
<u>BILL NO. 5</u>					
<u>CARPENTRY AND JOINERY</u>					
<u>EAVES , VERGES , ETC</u>					
<u>"Everite" pressed nutec-cement</u>					
12 x 225mm Fascias and barge boards including galvanised steel H-profile jointing strips	m	150	R	-	
<u>DOORS ETC</u>					
<u>Wrought meranti</u>					
Meranti framed batten external single door (PC R 2200.00/No)	No	1	R	-	
Approved solid core flush single door (PC R2650.00/No)	No	15	R	-	
<u>FITTINGS</u>					
<u>General</u>					
The following cupboard fittings have been measured as complete units i.e. the components of the units have not been separately measured. The descriptions, therefore, of such units shall be deemed to include all components, assembling, housing, notching, glueing, blocking, planting on and screwing with countersunk screws, edge strips, decorative plastic finish, glass, ironmongery, metalwork, paint or varnish finishes, etc (refer Architect's drawings as attached to the back of these Bills of Quantities)					
<u>Fittings to office cupboards</u>					
Floor cupboard 2 400 x 551 x 2 010mm high overall comprising tops, bottoms, sides, divisions, shelves, backs, filler panels, doors, ironmongery, finishes, etc all as per architect drawing (Reception Counter)	No	1	R	-	
Sink floor cupboard 2 700 x 600 x 902mm high with 1 350 x 535mm sink basin comprising, bottoms, sides, divisions, shelves, backs, doors, etc (concrete slab and sink elsewhere measured) as per architect drawings. (Kitchenette)	No	1	R	-	
Shelving 350mm wide made up of 25mm thick hardwood top and 250 x 250mm high triangular mild steel brackets bolted to wall complete with paint and varnish as per architect drawing (Stores)	No	1	R	-	
<u>ROOFS ETC</u>					
<u>Plate nailed timber roof truss construction</u>					
Truss construction to double pitched roof with hipped or gable ends and 2100mm high extreme including wall plates, trusses, jack rafters, permanent bracing including 38 x 52mm purlins/battens at not exceeding 1500mm centres for IBR roofing sheets	m2	636	R	-	
Take delivery, temporary store, hoist in position and erect plate nailed timber roof trusses, purlins, gangboarding, temporary and permanent bracing, etc (measured on slope of roof)	m2	636	R	-	
<u>Engineering Designs</u>					
Allow for the engineering design and certificate under the control of a registered structural Engineer in accordance with SABS 0160 and 0163	Item	1,00	R	-	

BILL NO. 6
CEILINGS, PARTITIONS AND ACCESS FLOORING
CEILINGS ETC
NAILED UP CEILINGS
6.4mm "Rhino" gypsum plasterboard with H-type pressed steel jointing strips

Ceilings including 38 x 38mm sawn softwood branderling at 400mm centres

m2

636

R

-

Extra over ceiling for 650 x 650mm trap door of 38 x 50mm wrought softwood rebated framing with one 38 x 50mm sawn softwood cross brander covered with ceiling board and fitted flush in opening

No

2

R

-

"Rhino" gypsum plasterboard cornices

75mm Coved cornices

m

250

R

-

BILL NO. 7
IRONMONGERY
LOCKS
New Ironmongery fittings, supply and install to be similar and or approved

Bathroom lockset

No

4

R

-

Three lever lockset

No

11

R

-

PUSH PLATES AND KICKING PLATES
New Ironmongery fittings, supply and install to be similar and or approved

Aluminium plates exceeding 0,3m2 but not exceeding 0,5m2

No

1

R

-

DOOR CLOSERS

Door closer

No

4

R

-

LETTERS, NAMEPLATES, ETC
New Ironmongery fittings, supply and install to be similar and or approved

Aluminium plate with engraved or painted letters/numerals/symbols not exceeding 0,1m2

No

20

R

-

BATHROOM FITTINGS
New Ironmongery fittings, supply and install to be similar and or approved

Lockable toilet roll holder

4

R

-

Soap holder

No

4

R

-

Soap dispenser

No

4

R

-

Electric hand-drier

No

2

R

-

BILL NO 8
METALWORK
SUPPLEMENTARY PREAMBLES
Descriptions

Descriptions of bolts shall be deemed to include nuts and washers

Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete

Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described

WELDED SCREENS, GATES, ETC
Steel gates and frames

Single gate and frame 965 x 2 067mm high overall, the outer frame of 45 x 45 x 3mm hollow section bolted to wall with and including eight 70mm M80 expansion bolts and the gate 813 x 2 032mm high of 40 x 60 x 2mm hollow section frame with two 40 x 6mm flat section horizontal rails filled in with 20mm diameter vertical rails at 110mm centres fitted with one and a half pairs of suitable pin hinges welded to hollow section steel frame, complete with and including 150mm barrelbolt and padlock

No

1

R

-

Double gate and frame 1500 x 2 067mm high overall, the outer frame of 45 x 45 x 3mm hollow section bolted to wall with and including eight 70mm M80 expansion bolts and the gate 813 x 2 032mm high of 40 x 60 x 2mm hollow section frame with two 40 x 6mm flat section horizontal rails filled in with 20mm diameter vertical rails at 110mm centres fitted with one and a half pairs of suitable pin hinges welded to hollow section steel frame, complete with and including 150mm barrelbolt and padlock

No

2

R

-

PRESSED STEEL DOOR FRAMES
1.2mm Double rebated frames suitable for one brick walls

Frame for door 813 x 2 032mm high	No	15	R	-
<u>BILL NO 9</u>				
<u>PLASTERING</u>				
<u>SCREEDS</u>				
Cement plaster screeds steel trowelled on concrete				
50mm Thick Average on floors and landings	m2	636	R	-
<u>INTERNAL PLASTER</u>				
<u>Sundries</u>				
Apply one coat rhinolite plaster to smoothen rough surfaces of plaster and prepare surface to receive painting. (Painting elsewhere measured)	m2	45	R	-
<u>BILL NO. 10</u>				
<u>TILING</u>				
WALL TILING				
<u>Ceramic tile (PC Amount R150.00/m2)</u>				
On walls	m2	55	R	-
On narrow widths	m2	3	R	-
<u>FLOOR TILING</u>				
<u>Ceramic tile (PC Amount R200.00/m2)</u>				
On floors and landings	m2	636	R	-
<u>100mm High skirting</u>	m	250	R	-
<u>CORNER PROTECTORS, DIVIDING STRIPS, ETC</u>				
10mm Aluminium strip dividing strips between different floor finishes	m	250	R	-
<u>SUNDRIES</u>				
<u>New Ironmongery fittings, supply and install to be similar and or approved</u>				
Rubber door stop	No	12	R	-
<u>WRITING BOARDS, PINNING BOARD, ETC</u>				
<u>"Parrot products"</u>				
"BD0476" 2 400 x 1 200mm Aluminium framed carpet bulletin board	No	1	R	-
<u>BILL NO. 11</u>				
<u>PLUMBING AND DRAINAGE</u>				
<u>RAINWATER DISPOSAL</u>				
<u>0.6mm Galvanised sheet iron with chromadek finish</u>				
100 x 125mm Galvanised gutter fixed to rafter feet	m	126	R	-
Extra on 100 x 125mm square gutter for stop ends	No	6	R	-
Extra on 100 x 125mm square gutter for outlet to 60mm diameter downpipe	No	6	R	-
60mm diameter rainwater downpipe	m	36	R	-
Extra on 60mm rainwater downpipe for shoe	No	6	R	-
Extra over 60mm rainwater pipe for eaves offset	No	6	R	-
<u>(CPAP FORMULA WORK GROUP 148)</u>				
<u>SANITARY FITTINGS (to be similar or approved)</u>				
<u>and making good floor and wall finishes</u>				
Wash hand basin	No	4	R	-
WC pan with cistern	No	4	R	-
Wall hung urinal with flush valve	No	1	R	-
<u>WASTE UNIONS ETC</u>				
32mm Basin waste union	No	4	R	-
<u>TRAPS ETC</u>				
<u>Marley or Similar approved</u>				
32mm Reseal "P" or "S" trap	No	4	R	-
<u>"Cobra Watertech" or Similar approved</u>				

Fullway gate valve	No	1	R	-
Chrome Plated single taphole basin mixer	No	4	R	-
Kwikot DSG-150-5 Sperline Dual Geyser	No	1	R	-
"Flushmaster Junior" toilet flush valve	No	1	R	-
<u>SANITARY PLUMBING</u>				
<u>uPVC Pipes</u>				
50mm Pipes	m	6	R	-
110mm Pipes	m	12	R	-
<u>Extra over uPVC pipes for fittings:</u>				
50mm Bend	No	3	R	-
110mm Bend	No	2	R	-
50mm Junction	No	5	R	-
110mm Junction	No	2	R	-
50mm Inspection junction	No	5	R	-
110mm Inspection junction	No	2	R	-
50mm Reducing junction	No	5	R	-
110mm Reducing junction	No	2	R	-
110mm pan connector	No	2	R	-
110mm "GI Two way" vent valve	No	1	R	-
50mm "GI Two way" vent valve	No	1	R	-
<u>HOT AND COLD WATER SERVICES</u>				
<u>Class 1 copper (hard drawn) pipes</u>				
15mm Pipes	m	12	R	-
15mm Pipes chased into brick walls	m	6	R	-
22mm Pipes	m	12	R	-
22mm Pipes chased into brick walls	m	12	R	-
<u>Extra over class 1 copper (hard drawn) pipes for capillary fittings</u>				
15mm Fittings	No	15	R	-
22mm Fittings	No	10	R	-
<u>FIRE APPLIANCES ETC</u>				
"Everyway" hose reel complete with 30m rubber hose, chromium plated stopcock, shut-off nozzle and wall bracket	No	2	R	-
4.5kg Dry chemical fire extinguisher	No	5	R	-
<u>TESTING</u>				
Testing water pipe system	Item	1	R	-
Testing sewer/waste pipe system	Item	1	R	-
<u>BILL NO. 12</u>				
<u>GLAZING</u>				
<u>GLAZING TO METAL / WOOD WITH PUTTY OR BEADS</u>				
<u>6mm Clear toughened safety glass</u>				
Panes exceeding 0,1m2 and not exceeding 0,5m2	m2	15	R	-
<u>MIRRORS, ETC</u>				
6mm Silvered float glass copper backed mirrors with 10 mm bevelled and polished edges holed form and fixed with chromium plated dome capped mirror screws with rubber buffers to plugs in brickwork or concrete				
Mirror 450 x 450mm high	No	2	R	-
<u>BILL NO.13</u>				
<u>PAINTWORK</u>				
<u>PREPARATORY WORK TO EXISTING WORK</u>				
<u>PAINTWORK ETC TO PREVIOUSLY PAINTED WORK</u>				
Note: All paintwork to be "Dulux" or similar approved product				

<u>On Floated Plaster</u>				
<u>Apply two coats of Acrylic PVA emulsion paint on work previously painted</u>				
On internal walls	m2	450	R	-
On external walls	m2	135	R	-
On ceilings and cornices	m2	636	R	-
<u>On Metal</u>				
<u>Prepare and apply one undercoat and two finishing coats of gloss paint on metalworks</u>				
On door frames	m2	18	R	-
<u>On Wood</u>				
<u>Prepare and apply one coat wood primer, one undercoat and one finishing coat alkyl enamel paint in colours which have a value of 7 or less on the Munsell system in accordance with SABS 1091</u>				
On doors	m2	28	R	-
SECTION 2 TOTAL: RENOVATION OF OFFICE BUILDING 215/1			R	-
<u>SECTION NO. 3</u>				
<u>EXTERNAL WORKS</u>				
<u>GENERAL SITE WORKS</u>				
<u>BILL NO. 1</u>				
<u>EARTHWORKS (PROVISIONAL)</u>				
<u>SITE CLEARANCE ETC</u>				
<u>Site clearance</u>				
Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc	m2	2000	R	-
<u>REMOVAL OF TREES ETC</u>				
<u>Cutting down and removing, grubbing up roots and filling in holes</u>				
Hedge not exceeding 1000mm high	m	50	R	-
Hedge exceeding 1000mm and not exceeding 2000mm high	m	25	R	-
Tree exceeding 200mm and not exceeding 500mm girth	No	2	R	-
<u>SOIL POISONING</u>				
<u>Soil insecticide</u>				
Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m2	2000	R	-
SECTION 3 TOTAL: EXTERNAL WORKS-GENERAL SITE WORKS			R	-
<u>SECTION NO. 4</u>				
<u>BILL NO. 1</u>				
<u>PROVISIONAL SUMS</u>				
<u>NOTES:</u>				
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	H1			
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	H1			
3.Where special attendance includes the provision of hoisting facilities for a Sub-Contractor then the Contractor shall:-	H1			
*Ensure that the capacities of his hoisting equipment are sufficient to deal with the masses and the quantities of the items to be hoisted,	H2			
*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				
<u>Provisional sums will only be used with the prior approval of the Mpumalanga Economic Growth Agency</u>	H2			
<u>WATER RETICULATION TO OFFICE BUILDING</u>				
Allow a provisional sum of R 15 000 (Fifteen Thousand Rands) for water reticulation , re-measurable on site	Item	1	R	-
Profit	Item	10,0%	R	-
Attendance	Item	5,0%	R	-
<u>SEWER RETICULATION AND UNBLOCKING OF SEWER DRAINS INCLUDING MUNICIPAL CONNECTION TO EXISTING SEWER LINE</u>				
Provide the amount of R 20 000.00 (Twenty Thousand Rands) for Sewer reticulation, municipal connection etc, re-measurable on site	Item	1	R	-
Profit	Item	10%	R	-
Allow for general attendance	Item	5%	R	-
<u>ELECTRICAL AND MECHNICAL INSTALLATIONS</u>				
provisional the amount of R 130 000.00 (One Hundred and Thirty Thousand Rands) for electrical works and all accessories including stripping off the existing damaged wiring and installation of new air-conditioners	Item	1	R	-
Profit	Item	10%	R	-
Attendance to the contractor	Item	5%	R	-
<u>COVERED CARPORTS</u>	H3	0		
Provide the amount of R 30 000.00 (Thirty Thousand Rands) for repairing existing damaged steel Carports to cater for staff and visitors	Item	1	R	-
Profit	%	10%	R	-
Allow for general attendance	%	5%	R	-
<u>PURPOSE MADE ALUMINIUM WINDOWS AND SHOPFRONTS</u>				
Provide an amount of 100 000.00 (One Hundred Thousand Rands) for the supply and installation of matt black powdercoated aluminium windows, doors and shopfronts, sidelights and fanlights glazed with 8mm PVB laminated intrudaprufe safety glass and plugged to brickwork or concrete	Item	1	R	-
Profit	%	10%	R	-
Allow for general attendance	%	5%	R	-
SECTION 6 TOTAL: PROVISIONAL SUMS			R	-
SECTION 1: TOTAL PRELIMINARIES			R	-
SECTION 2 TOTAL: RENOVATION OF OFFICE BUILDING 215/1	Sum		R	-
SECTION 3 TOTAL: EXTERNAL WORKS-GENERAL SITE WORKS	Sum		R	-
SECTION 6 TOTAL: PROVISIONAL SUMS	Sum		R	-
SUB TOTAL (A)	ST		R	-
<u>COMMUNITY LIASON OFFICER</u>	H3			
Provide the amount of R 45 000.00 (Twenty Two Thousand Five Hundred Rands @ R 9 000.00/month x 4 Months) for the appointment of community liaison officer	Item	1	R	-
SUB TOTAL (C)	ST		R	-
<u>CONTINGENCY</u>	H3	0		
Allow 2.5% Contingencies	Item	1	R	-
SUB TOTAL (C)	ST	0	R	-
Add: Value Added Tax @ 15.0%	TAX	15.00	R	-
TOTAL CARRIED TO TENDER	T		R	-

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

- 1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

- 2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**
- 2.3.1 If so, furnish particulars:

.....

- 2.4 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**

- 2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I,, the undersigned, 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 to be false.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 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.
- 3.5 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.

- 3.6 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.
- 3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....
Signature

.....
Date

.....
Designation

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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