



FORT COX AGRICULTURE AND FORESTRY TRAINING INSTITUTE

REPAIRS AND REFURBISHMENT OF HOUSE NUMBER 19

RFQ#: FCC 005-2023/24

TENDER DOCUMENT

Issued by:

Fort Cox Agriculture and Forestry Training Institute
Cwaru Village
MIDDLEDRIFT

Contact Persons:

Ms N. Silo – Administrative
Tel: 040 653 8033/ 078 562 1539
Ms B. Ndungane - Technical
Cell: 084 524 8810

Name of Service Provider.....

CSD NUMBER.....

Compulsory briefing : 17 NOVEMBER 2023 @11H00am on site
Closing Date : 22 NOVEMBER 2023 @ 11h00 am

LATE TENDERS WILL NOT BE ACCEPTED

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SECTION 1
SCHEDULE OF CONTRACT DOCUMENTS

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SCHEDULE OF TENDER DOCUMENTS

The following documents form part of this tender:

1. Invitation to Bid
2. Bid Notice,
3. Bid rules / General conditions of contract
4. Pricing Schedule,
5. Forms to be completed by bidders

2.

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**SECTION 2
BID INVITATION**

INVITATION TO TENDER

QUOTATIONS ARE INVITED FROM SUITABLE AND EXPERIENCED CONTRACTORS WITH CIDB GRADING OF 3/4GB ONLY FOR REPAIRS AND REFURBISHMENT OF HOUSE NUMBER 19

RFQ NO: FCC 005- 2023/24 CLOSING DATE:22 NOVEMBER 2023

CLOSING TIME: 11H00am

TENDERS MUST BE SUBMITTED AS FOLLOWS:

DEPOSIT TO A TENDER BOX SITUATED AT:

RECEPTION, ADMINISTRATION BUILDING
FORT COX AGRICULTURE AND FORESTRY TRAINING
INSTITUTE, CWARU VILLAGE, MIDDLEDRIFT

OR EMAIL TO
nsilo@fortcox.ac.za / fccprocurement20@gmail.com

Bidders are responsible to confirm receipt of their bids submitted via email before the closing date and time.

LATE SUBMISSIONS WILL NOT BE ACCEPTED

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	FQ 005-2023/24	CLOSING DATE:	22 NOVEMBER 2023	CLOSING TIME:	11:00
DESCRIPTION:	REPAIRS AND REFURBISHMENT OF HOUSE NUMBER 19, PRESIDENT SWART ROAD, KING WILLIAMS TOWN				
BID RESPONSE DOCUMENTS SHALL BE DEPOSITED IN THE BID BOX SITUATED AT THE					
RECEPTION, ADMINISTRATION BUILDING, FORT COX AGRICULTURE & FORESTRY TRAINING INSTITUTE, CWARU VILLAGE, MIDDLEDRIFT OR EMAILED TO					
nsilo@fortcox.ac.za / fccprocurement20@gmail.com					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Nosibusiso Silo		CONTACT PERSON	Ms. Buyi Ndungane	
TELEPHONE NUMBER	040 653 8033/4		TELEPHONE NUMBER	084 524 8810/ 066 200 4509	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	nsilo@fortcox.ac.za/ fccprocurement20@gmail.com		E-MAIL ADDRESS	Bnlsgroup2019@gmail.com	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
(a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, COMPLETE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

2.3
FORT COX AGRICULTURE AND FORESTRY TRAINING INSTITUTE

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**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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIFIC 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 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.

SIGNATURE OF BIDDER:

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

DATE:

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TENDER DOCUMENT FOR THE REPAIRS AND REFURBISHMENT OF HOUSE NUMBER 19

TENDER NOTICE

QUOTATIONS ARE INVITED FROM SUITABLE AND EXPERIENCED CONTRACTORS FOR REPAIRS AND REFURBISHMENT OF HOUSE NUMBER 19, PRESIDENT SWART ROAD, KING WILLIAMS TOWN

Tender documents will be available for free from the 14th November 2023 at: **RECEPTION, ADMINISTRATION BUILDING, FORT COX AGRICULTURE AND FORESTRY INSTITUTE, CWARU VILLAGE, MIDDLEDRIFT (during office hours)** or can be requested via email from nsilo@fortcox.ac.za / fccprocurement20@gmail.com or at the compulsory briefing meeting which will be held on site.

Compulsory briefing will be held on the 17th November 2023 at 10h00am at House number 19, President Swart Road, King Williams Town. No contractor will be allowed access to the briefing after 10h30am.

Completed Tender document and all returnable schedules shall be placed in a sealed envelope clearly marked: **“RFQ NO: FCC 005- 2023/24: REPAIRS AND REFURBISHMENT OF HOUSE NUMBER 19”** and deposited in the tender box situated at

RECEPTION, ADMIN BUILDING, FORT COX AGRICULTURE & FORESTRY TRAINING INSTITUTE, CWARU VILLAGE, MIDDLEDRIFT OR EMAILED TO nsilo@fortcox.ac.za / fccprocurement20@gmail.com
Bidders are responsible to confirm receipt of their bids submitted via email before the closing date and time.

CLOSING DATE: 22 NOVEMBER 2023 @ 11H00 AM. LATE SUBMISSIONS WILL NOT BE ACCEPTED

EVALUATION CRITERIA:

Two stage procurement will be used to evaluate tenders where stage 1 will be functionality (pre-requisite) and stage 2 price (80 points) and specific goals (20 points) as prescribed in the Preferential Procurement Regulations, 2022 issued in terms of section 5 of the preferential Procurement Policy Framework Act, Act Number 5 of 2000 (PPPFA)

Allocation of functionality points (stage1) – only **bidders scoring a minimum of 70 points of the functionality points will be considered to the next stage (80/20).**

FUNCTIONALITY CRITERIA

CRITERIA	POINTS ALLOCATION												
CAPACITY OF THE BIDDER - EXPERIENCE OF KEY PERSONNEL (attach cv's) <ul style="list-style-type: none"> • Site Agent (5 years and above) – 5 points • Project Manager (5 years and above) – 5 points • Site foremen (5 years and above) – 5 points • Quality Control / Construction supervisor (5 years and above) – 5 points Points will not be allocated to any key personnel with experience less than 5 years	20												
RELEVANT WORK EXPERIENCE CURRENT / COMPLETED PROJECTS – 40 (Project list with summary of scope of work and project value must be attached) <table border="1" style="width: 100%; margin-top: 5px;"> <thead> <tr> <th>Number of projects</th> <th>Value per project</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td align="center">2</td> <td align="center">R1 million per project</td> <td align="center">20</td> </tr> <tr> <td align="center">3</td> <td align="center">R1 million per project</td> <td align="center">30</td> </tr> <tr> <td align="center">4 and above</td> <td align="center">R1 million per project</td> <td align="center">40</td> </tr> </tbody> </table>	Number of projects	Value per project	Points	2	R1 million per project	20	3	R1 million per project	30	4 and above	R1 million per project	40	40
Number of projects	Value per project	Points											
2	R1 million per project	20											
3	R1 million per project	30											
4 and above	R1 million per project	40											

Completion certificates/ appointment letter (where project is still in progress) shall be attached for all listed projects in order to claim points.				40
THREE CONTACTABLE REFERENCES				
All references shall be in the letterhead of the client and shall demonstrate:				
Project value	Duration	Overall performance of the Contractor	Points	
Up to R1million	6 months and below	Poor Satisfactory Excellent	0 10 20	
Above R1million	6 months and above	Poor Satisfactory Excellent	0 30 40	

Allocation of points: Stage 2 – Tenders will be evaluated using the 80:20 points system, where 80 will be for price and 20 for specific goals.

Price

80 points will be awarded to the lowest acceptable bid (all other bids will be awarded points proportionally thereof):

Calculation of points for B-BBEE status level of contributor

Bidders are required to submit a certified copy of a valid B-BBEE Certificate or sworn affidavit signed by the commissioner of oath in order to be eligible to claim B-BBEE points. B-BBEE status level contributor points will be allocated to bidders as follows

Specific goal	Required proof in order to claim points	Number of points Allocated	Points claimed by bidder
Black ownership: EME/QSE 51% or more owned by black people	CIPC certificate showing ID number and % shareholding or valid share certificate	6	
Women ownership: EME/QSE 51% or more owned by women	CIPC certificate showing ID number and % shareholding or valid share certificate	4	
Youth ownership: EME/QSE 51% or more owned by youth	CIPC certificate showing ID number and % shareholding or valid share certificate	4	
Disability: EME/QSE 20% or more owned by people with disability	CIPC certificate showing ID number and % shareholding or valid share certificate and Proof of disability from SASSA/ medical certificate from a reputable medical doctor/ medical center	2	
Local empowerment : Company to have fully functioning office within the Amathole District Municipality / Buffalo City Metro.	Municipality bill (not older than 3 months) / valid lease agreement	4	
Total		20	

NOTES TO BIDDERS

- All amounts must be inclusive of VAT in respect of all VAT vendors
- Failure to fully complete and attach returnable schedules may result in the bid being deemed incomplete and may not be considered for award.
- CSD report not older than 30 days must be attached
- All bids shall hold a validity period of 90 days after Bid closing date
- Closing date or receipt of bids is at 11H00am on 22 November 2023
- Late bids will not be accepted.

Enquiries should be directed to:

Ms. B. Ndungane – Technical
Tel: 084 524 8810
Email: bnlsgroup2019@gmail.com

Ms. N. Silo – Administrative
Tel: 040 653 3033/4/5
Email: nsilo@fortcox.ac.za / fccprocurement20@gmail.com

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**SECTION 4
TENDER RULES**

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TENDER RULES

JBCC PRINCIPAL BUILDING AGREEMENT, EDITION 4.1 CODE 2101.MARCH 2005 WILL BE USED TO REGULATE THE TERMS OF ENGAGEMENT OF THIS TENDER. AN ORIGINAL AGREEMENT WITH BE ENTERED INTO BETWEEN THE SUCCESSFUL BIDDER AND FORT COX (THE CLIENT) OR REPRESENTATIVE OF THE CLIENT (DPW).

GENERAL CONDITIONS OF CONTRACT WILL BE USED TO COVER CERTAIN REQUIREMENTS NOT COVERED BY THE JBCC (REFER ANNEXURE A)

<u>CLAUSE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
<u>A.</u>	<u>GENERAL CONDITIONS OF CONTRACT</u>	<u>ANNEXURE A</u>

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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 Bids documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific quotation, should be compiled separately for every tender (if applicable) and will supplement the General Conditions of Contract.

Whenever there is a conflict, the provisions in the *SCC* shall prevail.

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything 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 rendering of security service that the supplier is required to render security service 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 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, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the rendering of security 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 rendering of security service, 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 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 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 Institute or an organization acting on behalf of the Institute.

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 by the client.

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 by the client.

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 :

- (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 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 unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, TOOLSs, or workmanship (except when the design and/or is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of rendering security service 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 VET 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 VET 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 antidumping 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 Institute must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the 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.

Js General Conditions of Contract (revised July 2010)

FORT COX AGRICULTURE AND FORESTRY TRAINING INSTITUTE

RFQ NO : FCC 005 – 2021/22

TENDER DOCUMENT FOR THE REPAIRS AND REFURBISHMENT OF HOUSE NUMBER 19

SECTION 5
SCOPE OF WORKS

FORT COX AGRICULTURE AND FORESTRY TRAINING INSTITUTE

RFQ NO : 005-2023/24

TENDER DOCUMENT FOR THE REPAIRS AND REFURBISHMENT OF HOUSE NUMBER 19

1. SCOPE OF WORKS

Detailed scope of work is attached ANNEXURE A

FORT COX AGRICULTURE AND FORESTRY TRAINING INSTITUTE

RFQ NO : FCC 005-2223/24

TENDER DOCUMENT FOR THE REPAIRS AND REFURBISHMENT OF HOUSE NUMBER 19

SECTION 6
PRICING SCHEDULES

**PRICING SCHEDULE – FIRM PRICES
(PROFFESIONAL SERVICES)**

Name of Service Provider..... RFQ number: FCC 005-2023/24
Closing Time: 11H00 am ,22 November 2023

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

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
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ALL AMOUNTS MUST INCLUDE VAT

*TOTAL TENDER PRICE (PER ANNEXURE A) **R** _____

SIGNATURE OF THE BIDDER.....

COMPANY STAMP



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RFQ NO : FCC 005 – 2023/24

TENDER DOCUMENT FOR THE REPAIRS AND REFURBISHMENT OF HOUSE NUMBER 19

SECTION 7
FORMS TO BE COMPLETED BY THE BIDDER

All SBD forms must be completed in full.

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RFQ NO : FCC 005 – 2023/24

TENDER DOCUMENT FOR THE REPAIRS AND REFURBISHMENT OF HOUSE NUMBER 19

FORMS (ANNEXURES) TO BE COMPLETED BY THE BIDDER - CONTENTS

<u>FORM NO</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
A.	CERTIFICATE OF AUTHORITY FOR SIGNATORY	7.3
B.	CERTIFICATE OF AUTHORITY FOR JOINT VENTURES	7.4
SBD 2	TAX CLEARANCE CERTIFICATE APPLICATION FORM	7.5
SBD 4	DECLARATION OF INTEREST	7.6
SBD 6.1	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011	7.7
SBD 8	DECLARATION IF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES	7.8
SBD 9	CERTIFICATE OF INDEPENDENT BID DETERMINATION	7.9

THESE FORMS MUST BE COMPLETED USING BLACK INK

Where the space provided in the bound document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with a suitable contents page and submitted with the bid documents. All such schedules must be signed, and clearly marked as appendices to these relevant forms.

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form.

An example is given below:

By resolution of the board of directors passed at a meeting held on

Mr. /Ms, whose signature appears below, has been duly authorized

to sign all documents in connection with the bid for RFQ number FCC 005-2023/24 and any Contract that

may arise there from on behalf of (name of Bidder in block capitals)

.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

SBD 2:**TAX CLEARANCE CERTIFICATE****TAX CLEARANCE REQUIREMENTS**

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.

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



Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders Good standing

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

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)					
Trading name (if applicable)					
ID/Passport no		Company/Close Corp. registered no			
Income Tax ref no			PAYE ref no	7	
VAT registration no	4		SDL ref no	L	
Customs code			UIF ref no	U	
Telephone no		Fax no			
E-mail address					
Physical address					
Postal address					

Particulars of representative (Public Officer/Trustee/Partner)

Surname					
First names					
ID/Passport no		Income Tax ref no			
Telephone no		Fax no			
E-mail address					
Physical address					

Particulars of tender (if applicable)

Tender number _____
Estimated Tender amount R _____
Expected duration of the tender _____ year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
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Audit

Are you currently aware of any Audit investigation against you/the company? YES NO
If "YES" provide details

Appointment of representative/agent (Power of Attorney)

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

I hereby authorise and instruct _____ to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent _____ Date _____
Name of representative/agent _____

Declaration

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

Signature of applicant/Public Officer _____ Date _____
Name of applicant/Public Officer _____

Notes:

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

B: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation

ATTACH SERVICE LEVEL AGREEMENT BETWEEN JOINT VENTURE PARTIES TO NEXT PAGE. "FAILURE TO SUBMIT THIS INFORMATION AS PART OF THE COMPLETION OF THE BID WILL RESULT IN YOUR BID TO BE REJECTED."

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state, or persons having a kinship with persons employed by the state*, including a blood relationship, may make an offer or offers in terms of this invitation to bid (including a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, shareholder, etc.):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

* "State" means:-

- a) any National- or Provincial Department, National- or Provincial public entity or constitutional institution within the meaning of the Public Finance management Act, 1999 (Act No. 1 of 1999);
- b) any municipality or municipal entity;
- c) Provincial Legislature;
- d) National Assembly or the National Council of Provinces; or
- e) Parliament.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder / member:

Name of state institution to which the person is connected:

Position occupied in the state institution:

Any other particulars:

.....

2.8 Did you or your spouse, or any of the company's directors / Shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish details.

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.10.1 If so, furnish details.

2.11 Do you or any of the directors / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES / NO

2.11.1 If so, furnish details.

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME)

.....
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE TREASURY GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVES TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 SPECIFIC GOALS	20
Total points for Price and specific goals must not exceed	100

1.4 Failure on the part of a bidder to complete section 5 of this form and provide copied of the required documentation together with the bid, will be interpreted to mean that preference points for specific goals are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment Insurance fund contributions and skills development levies;
- 2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less .
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for specific goals of the bid.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

5. Points awarded for Specific Goals

- 5.1 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 as stated in table below for purposes of this tender:

Specific goal	Required proof in order to claim points	Number of points allocated	Points claimed by bidder
Black ownership: EME/QSE 51% or more owned by black people	CIPC certificate showing ID number and % shareholding or valid share certificate	8	
Women ownership: EME/QSE 51% or more owned by women	CIPC certificate showing ID number and % shareholding or valid share certificate	4	
Youth ownership: EME/QSE 51% or more owned by youth	CIPC certificate showing ID number and % shareholding or valid share certificate	4	
Disability: EME/QSE 20% or more owned by black people	CIPC certificate showing ID number and % shareholding or valid share certificate Proof of disability	4	
Total		20	

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm

6.2 VAT registration number

6.3 Company registration number

6.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

6.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

6.7 Total number of years the company/firm has been in business?

6.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 5 the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the proof of used to claim points has been obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

WITNESSES:

1.

2.

.....
SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply, chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution' supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____ (Bid Number and Description)

in response to the invitation for the bid made by:

_____ (Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE A

RENOVATION AND UPGRADE OF HOUSE 19 PRESIDENT SWART ROAD RENOVATION AND UPGRADE OF HOUSE 19 PRESIDENT SWART ROAD, KING WILLIAMS TOWN

PROVISIONAL BILLS OF QUANTITIES

FOR

RENOVATION AND UPGRADE OF HOUSE 19 PRESIDENT SWART ROAD RENOVATION AND UPGRADE OF HOUSE 19 PRESIDENT SWART ROAD, KING WILLIAMS TOWN

FOR

FORT COX AGRICULTURE AND FORESTRY TRAINING INSTITUTE

ARCHITECT

Timocraft Consulting
11 Edlyn Place Gullyway
Gonubie
East London
5256
Tel: 0437400316
Fax: 0865367841
Email: timocraftconsulting@gmail.com

Principal Agent

BNLS QUANTITY SURVEYORS PTY LTD
24 Maneli Street, Ginsberg
King Williams Town
Tel: 0662004509/ 0845248810
Email:bnlsgroup2019@gmail.com

QUANTITY SURVEYORS

BNLS QUANTITY SURVEYORS PTY LTD
24 Maneli Street
Ginsberg
King Williams Town
5601
Tel: 0662004509
Fax:
Email: bnlsgroup2019@gmail.com

Employer

FORT COX AGRICULTURE AND FORESTRY
TRAINING INSTITUTE
Main Administration
Cwaru Road
Middledrift
Tel: 0406538036

Amount

BILL NO. 1
PRELIMINARIES

1 **SECTION A: JBCC PRINCIPAL BUILDING**
AGREEMENT

Item

2 DEFINITIONS INTERPRETATION A1.0 DEFINITIONS AND

Clause 1.0

Clause 1.1 Definition of "Commencement Date" is added:
"COMMENCEMENT DATE" means the date of site handover.

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

"CONSTRUCTION GUARANTEE" means a guarantee at call obtained by the contractor from an institution approved by the

employer in terms of the employer's construction guarantee form as selected in the schedule.

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

"CONSTRUCTION PERIOD" means the period commencing on the date that possession of the site is given to the contractor and ending on the date of practical completion.

Clause 1.1 Definition of "Corrupt Practice" is added:

"CORRUPT PRACTICE" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract

execution.

Clause 1.1 Definition of "Fraudulent Practice" is added:

"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 tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.

Clause 1.1 Definition of "Interest" is amended by replacing it with the following:

"INTEREST" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance,

from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

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Clause 1.1 Definition of "Principal Agent" is amended by replacing it with the following: "PRINCIPAL AGENT" means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule.

Clause 1.1 Definition of "Security" is amended by replacing it with the following:

"SECURITY" means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expense or loss.

Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax"

Clause 1.6.4 is amended by replacing it with the following:

No clause

Fixed: _____ Value related: _____ Time related: _____

Item

3 OBJECTIVE AND PREPARATION A2.0 OFFER, ACCEPTANCE AND PERFORMANCE

Clause 2.0

Fixed: _____ Value related: _____ Time related: _____

Item

4 A3.0 DOCUMENTS

Clause 3.0

Clause 3.2.1 is amended by replacing "14.1" with "14.0" Clause is amended by the addition of the following:

The contractor shall supply and keep a copy of the JBCCSeries 2000 Principal Building Agreement and Preliminaries

applicable to this contract on the site, to which the employer, principalagent and agents shall have access at all times. Clause 3.10 is amended by replacing the second reference to "

principal agent" with the word "employer".

Fixed: _____ Value related: _____ Time related: _____

Item

5 A4.0 DESIGN RESPONSIBILITY

Clause 4.0

Clause 4.3 is amended by replacing it with the following:

No clause

Fixed: _____ Value related: _____ Time related: _____

Item

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6 **A5.0 EMPLOYER'S AGENTS**

Clause 5.0

Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8

Fixed: _____ Value related: _____ Time related: _____

Item

7 **A6.0 SITE REPRESENTATIVE**

Clause 6.0

Fixed: _____ Value related: _____ Time related: _____

Item

8 **A7.0 COMPLIANCE WITH REGULATIONS**

Clause 7.0

Note: A separate clause has been included in Section C : Specific Preliminaries of the bills of quantities / lump sum document for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification.

Fixed: _____ Value related: _____ Time related: _____

A provision/clause in Edition 6.1 of the JBCC Principal Building Agreement may have unintended consequences. The following is relevant:

Within the contract data document there is space to insert changes made to the JBCC documentation. Quantity surveyors have generally up to now merely inserted in this space "Refer to Bill No. 1".

Below the abovementioned space the following note has been inserted:

'Note : The amendments contained herein or in the single referenced Annexure constitute the only amendments to the standard JBCC Agreement that will apply. No other amendments shall be of any force or effect'

Should quantity surveyors wish to adhere to the system of inserting amendments, modifications, corrections or supplements to the JBCC documentation under the listed clause headings in Bill No. 1 (Preliminaries) then it is suggested that the following clause be inserted in the space provided in the contract data where changes made to the JBCC documentation are to be recorded:

'It is specifically agreed that the note below calling for amendments to the standard JBCC Agreement to be listed in the space provided in the contract data or recorded in 'the single referenced Annexure' shall not apply . Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading in Bill No 1 (Preliminaries) and such amendments, modifications, corrections or supplements shall take precedence notwithstanding the note below and notwithstanding the provisions of clause 5.6 of the JBCC Principal Building Agreement'

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Bill No. 1
Preliminaries

Amount

Not doing as suggested above when adhering to the system generally used by quantity surveyors up to now may result in any amendments within Bill No. 1 (Preliminaries) being considered null and void, which could then lead to major claims

Item

9 **A8.0 WORKS RISK**

Clause 8.0

Fixed: _____ Value related: _____ Time related: _____

Item

10 **A9.0 INDEMNITIES**

Clause 9.0

Fixed: _____ Value related: _____ Time related: _____

Item

A10.0 WORKS INSURANCES

Clause 10.0

Clause 10.0 is amended by the addition of the following clauses:

10.5 Damage to the Works

(a) Without in any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary.

(b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works.

(c) The employer shall carry the risk of damage to or destruction of the works and material paid for by the employer that is the result of the excepted risks as set out in 10.6 (d) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the

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Amount

works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof.

10.6 Injury to Persons or loss of or damage to Properties

(a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable.

(b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable.

(c) The contractor shall, upon receiving a contract instruction from the principal agent, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost thereof from the contractor or to deduct the same from amounts due to the contractor.

(d) The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion.

(e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures

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to be altered or added to, the contractor shall obtain adequately insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed.

(f) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the works.

10.7 High risk insurance

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

10.7.1 Damage to the works

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

When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs. 10.7.2 Injury to persons or loss of or damage to property

The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon

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personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.

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

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

10.7.4 The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole.

Fixed: _____ Value related: _____ Time related: _____

Item

12 **A11.0 LIABILITY INSURANCES**

Clause 11.0

Fixed: _____ Value related: _____ Time related: _____

Item

13 **A12.0 EFFECTING INSURANCES**

Clause 12.0

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Fixed: _____ Value related: _____ Time related: _____

Item

14 **A13.0 No clause**

Item

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

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

14.6 Where security as a

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

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

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

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

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

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

14.7.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(B).

14.7.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that

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Amount

the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the contractor.

14.8 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement. 14.9 Should the contractor fail to furnish the security in terms of 14.2, the employer, in his sole discretion and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT), whereafter 14.7 shall be applicable.

Fixed: _____ Value related: _____ Time related: _____

Item

15 **A14.0 SECURITY**

Clause 14.0

Clauses 14.1 - 14.8 are amended by replacing them with the following:

14.1 In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).

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

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

14.2 In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the

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security to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such security shall be provided to the employer within twenty one (21) calendar days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty one (21) calendar days from commencement date, the security in terms of 14.7 shall be deemed to have been selected.

14.3 Where security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:

14.3.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty one (21) calendar days from commencement date.

14.3.2 Within twenty one (21) calendar days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor.

14.3.3 Within twenty one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor.

14.3.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor.

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

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

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deposit to any third party. 14.4 Where security as a variable construction guarantee of ten (10%) of the contract sum (excluding VAT) has been selected:

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

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

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

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

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

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

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

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

16 **A15.0 PREPARATION FOR AND EXECUTION OF THEWORKS**

Clause 15.0

Clause 15.1.1 is amended by replacing it with:

No Clause

Clause 15.1.2 is amended by replacing it with:

The security selected in terms of 14.0

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Clause 15.1 is amended by the addition of the following clause:
 15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty one (21) calendar days of commencement date.

Clause 15.2.1 is amended by replacing it with the following clause:

Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.4

Fixed: _____ Value related: _____ Time related: _____

Item

17 A16.0 ACCESS TO THE WORKS

Clause 16.0

Fixed: _____ Value related: _____ Time related: _____

Item

18 A17.0 CONTRACT INSTRUCTIONS

Clause 17.0

Clause 17.1.11 is amended by deleting the words "and the appointment of nominated and selected subcontractors".

Fixed: _____ Value related: _____ Time related: _____

Item

19 A18.0 SETTING OUT OF THE WORKS

Clause 18.0

Fixed: _____ Value related: _____ Time related: _____

Item

A19.0 ASSIGNMENT

Clause 19.0

Fixed: _____ Value related: _____ Time related: _____

Item

21 A20.0 NOMINATED SUB-CONTRACTORS

Clause 20.0

Clause 20.1.3 is amended by replacing it with the following:

No Clause

Note: See item B9.1 hereinafter for adjustment of attendance on nominated subcontractors executing work allowed for under provisional sums.

Fixed: _____ Value related: _____ Time related: _____

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22 **A21.0 SELECTED SUBCONTRACTORS**

Clause 21.0

Clause 21 is amended by replacing it with:

No Clause

Fixed: _____ Value related: _____ Time related: _____

Item

23 **A22.0 EMPLOYER'S DIRECT CONTRACTORS**

Clause 22.0

Fixed: _____ Value related: _____ Time related: _____

Item

A23.0 CONTRACTOR'S DOMESTIC SUBCONTRACTORS

Clause 23.0

Fixed: _____ Value related: _____ Time related: _____

24 **COMPLETION**

Item

25 **A24.0 PRACTICAL COMPLETION**

Clause 24.0

Fixed: _____ Value related: _____ Time related: _____

Item

26 **A25.0 WORKS COMPLETION**

Clause 25.0

Fixed: _____ Value related: _____ Time related: _____

Item

27 **A26.0 FINAL COMPLETION**

Clause 26.0

Clause 26.1.2 is amended by inserting "#" next to 26.1.2

Fixed: _____ Value related: _____ Time related: _____

Item

28 **A27.0 LATENT DEFECTS LIABILITY PERIOD**

Clause 27.0

Fixed: _____ Value related: _____ Time related: _____

Item

29 **A28.0 SECTIONAL COMPLETION**

Clause 28.0

Fixed: _____ Value related: _____ Time related: _____

Item

30 **A29.0 REVISION OF DATE FOR PRACTICAL**

COMPLETION

Clause 29.0

Clause 29.2.5 is amended by replacing it with:

No clause

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Fixed: _____ Value related: _____ Time related: _____ Item

31 **A30.0 PENALTY FOR NON-COMPLETION**

Clause 30.0

Fixed: _____ Value related: _____ Time related: _____ Item

32 **PAYMENT** Item

33 **A31.0 INTERIM PAYMENT TO THE CONTRACTOR**

Clause 31.0

Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"

Clause 31.8 as amended by replacing it with the following two alternative clauses: Alternative A

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

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

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

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

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

Alternative B

31.8(B) Where security is a payment reduction in terms of 14.7 has been selected, the value of the works in terms of 31.4.1

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and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

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

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

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

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

Clause 31.12 is amended by deleting the following:
Payment shall be subject to the employer giving the contractor a tax invoice for the amount due.

Payment shall be subject to the submission of a monthly contractors report by the contractor.

Fixed: _____ Value related: _____ Time related: _____

Item

34 **A32.0 ADJUSTMENT TO THE CONTRACT VALUE**

Clause 32.0

Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:

"due to no fault of the contractor"

Fixed: _____ Value related: _____ Time related: _____

Item

35 **A33.0 RECOVERY OF EXPENSE AND LOSS**

Clause 33.0

Fixed: _____ Value related: _____ Time related: _____

Item

36 **A34.0 FINAL ACCOUNT AND FINAL PAYMENT**

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Clause 34.0

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

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

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

37 A35.0 PAYMENT TO OTHER PARTIES

Clause 35.0

Fixed: _____ Value related: _____ Time related: _____

Item

38 CANCELLATION

Item

39 A36.0 CANCELLATION BY EMPLOYER - CONTRACTOR'S
DEFAULT

Clause 36.0

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

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

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

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

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

Clause 36.0 is amended by the addition of the following clause:
36.7 Notwithstanding any clause to the contrary, on cancellation

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

Fixed: _____ Value related: _____ Time related: _____

Item

40 A37.0 CANCELLATION BY EMPLOYER - LOSS AND
DAMAGE

Clause 37.0

Clause 37.3.5 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)". Clause 37.0 is amended by the addition of the following clause:

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

Fixed: _____ Value related: _____ Time related: _____

Item

41 A38.0 CANCELLATION BY CONTRACTOR - EMPLOYERS
DEFAULT

Clause 38.0

Clause 38.5.4 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"

Clause 38.0 is amended by the addition of the following clause:
38.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of

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any lien or right of retention or on the grounds of any other right
whatsoever

Fixed: _____ Value related: _____ Time related: _____

Item

42 A39.0 CANCELLATION - CESSATION OF THE WORKS

Clause 39.0

Clause 39.3.5 is amended by the addition of the following at the
end of the sentence: "within one hundred and twenty (120)
working days of completion of such a report"

Fixed: _____ Value related: _____ Time related: _____

Item

DISPUTE

Item

44 A40.0 DISPUTE SETTLEMENT

Clause 40.0

Clause 40.2.2 is amended by replacing "one (1) year" with
"three (3) years".

Clause 40.6 is amended by removing the reference to:

No clause

Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by
the addition of the following:

Whether or not mediation resolves the dispute, the parties shall
bear their own cost concerning the mediation and equally share
the costs of the mediator and related costs.

Fixed: _____ Value related: _____ Time related: _____

Item

SUBSTITUTE PROVISIONS

Item

46 A41.0 STATE CLAUSES

Clause 41.0

Fixed: _____ Value related: _____ Time related: _____

Item

47 CONTRACT VARIABLES

Item

THE SCHEDULE (C1.2 CONTRACT DATA)

48 A42.0 PRE-TENDER INFORMATION

Clause 42.0

Tenderers are referred to the document C1.2 Contract Data for
variables pertaining to this contract.

Fixed: _____ Value related: _____ Time related: _____

Item

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Bill No. 1

Preliminaries

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	SECTION B: JBCC PRELIMINARIES	
49	B1.1 Definitions and interpretation See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section. Fixed: _____ Value related: _____ Time related: _____	Item
	<u>B2.0 DOCUMENTS</u>	
50	B2.1 Checking of documents Fixed: _____ Value related: _____ Time related: _____	Item
51	B2.2 Provisional bills of quantities Fixed: _____ Value related: _____ Time related: _____	Item
52	B2.3 Availability of construction documentation Fixed: _____ Value related: _____ Time related: _____	Item
53	B2.4 Interests of agents Fixed: _____ Value related: _____ Time related: _____	Item
54	B2.5 Priced documents Fixed: _____ Value related: _____ Time related: _____	Item
	<u>New Subheading</u>	
55	B2.6 Tender submission Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance (C1.1). Fixed: _____ Value related: _____ Time related: _____	Item
56	B3.0 THE SITE	Item
57	B3.1 Defined works area Fixed: _____ Value related: _____ Time related: _____	Item
58	B3.2 Geotechnical investigation Fixed: _____ Value related: _____ Time related: _____	Item
59	B3.3 Inspection of the site Tenderers shall complete the Site Inspection Certificate included in the tender documents and return the same with the tender submission. Fixed: _____ Value related: _____ Time related: _____	Item

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60	B3.4 Existing premises occupied Fixed: _____ Value related: _____ Time related: _____	Item
61	B3.5 Previous work - dimensional accuracy Fixed: _____ Value related: _____ Time related: _____	Item
62	B3.6 Previous work - defects Fixed: _____ Value related: _____ Time related: _____	Item
63	B3.7 Services - known Fixed: _____ Value related: _____ Time related: _____	Item
	B3.8 Services - unknown Fixed: _____ Value related: _____ Time related: _____	Item
65	B3.9 Protection of trees Fixed: _____ Value related: _____ Time related: _____	Item
66	B3.10 Articles of value Fixed: _____ Value related: _____ Time related: _____	Item
67	B3.11 Inspection of adjoining properties Fixed: _____ Value related: _____ Time related: _____	Item
68	B4.2 Programme for the works Fixed: _____ Value related: _____ Time related: _____	Item
69	B4.3 Progress meetings Fixed: _____ Value related: _____ Time related: _____	Item
70	B4.4 Technical meetings Fixed: _____ Value related: _____ Time related: _____	Item
71	B4.5 Labour and plant records Fixed: _____ Value related: _____ Time related: _____	Item
72	B5.1 Samples of materials Fixed: _____ Value related: _____ Time related: _____	Item
73	B5.2 Workmanship samples Fixed: _____ Value related: _____ Time related: _____	Item
74	B5.3 Shop drawings Fixed: _____ Value related: _____ Time related: _____	Item

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75	B5.4 Compliance with manufacturers' instructions	Fixed: _____ Value related: _____ Time related: _____	Item
76	B6.1 Deposits and fees	Fixed: _____ Value related: _____ Time related: _____	Item
77	B6.2 Enclosure of the works	Fixed: _____ Value related: _____ Time related: _____	Item
78	B6.3 Advertising	Fixed: _____ Value related: _____ Time related: _____	Item
79	B6.6 Subcontractors' notice board	Fixed: _____ Value related: _____ Time related: _____	Item
80	B6.4 Plant, equipment, sheds and offices	Fixed: _____ Value related: _____ Time related: _____	Item
81	B6.5 Main notice board	Fixed: _____ Value related: _____ Time related: _____	Item
82	B6.6 Subcontractors' notice board	Fixed: _____ Value related: _____ Time related: _____	Item
83	B7.1 Location	Fixed: _____ Value related: _____ Time related: _____	Item
84	B7.2 Water	Fixed: _____ Value related: _____ Time related: _____	Item
85	B7.3 Electricity	Fixed: _____ Value related: _____ Time related: _____	Item
86	B7.4 Telecommunication facilities	Fixed: _____ Value related: _____ Time related: _____	Item
87	B7.5 Ablution facilities	Fixed: _____ Value related: _____ Time related: _____	Item
88	B8.1 Responsibility for prime cost amounts	Fixed: _____ Value related: _____ Time related: _____	Item
89	B9.1 General attendance	Fixed: _____ Value related: _____ Time related: _____	Item

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90	B9.2 Special attendance Fixed: _____ Value related: _____ Time related: _____	Item
91	B9.3 Commissioning - fuel, water and electricity Fixed: _____ Value related: _____ Time related: _____	Item
<u>B10.0 FINANCIAL ASPECTS</u>		
92	B10.1 Statutory taxes, duties and levies Fixed: _____ Value related: _____ Time related: _____	Item
93	B10.2 Payment for preliminaries Fixed: _____ Value related: _____ Time related: _____	Item
94	B10.3 Adjustment of preliminaries Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site" with "in his priced bills of quantities / lump sum document submitted with his tender offer". Fixed: _____ Value related: _____ Time related: _____	Item
95	B10.4 Payment certificate cash flow Fixed: _____ Value related: _____ Time related: _____	Item
96	B11.1 Protection of the works Fixed: _____ Value related: _____ Time related: _____	Item
97	B11.2 Protection / isolation of existing / sectionally occupied works Fixed: _____ Value related: _____ Time related: _____	Item
98	B11.3 Security of the works Fixed: _____ Value related: _____ Time related: _____	Item
99	B11.4 Notice before covering work Fixed: _____ Value related: _____ Time related: _____	Item
100	B11.5 Disturbance Fixed: _____ Value related: _____ Time related: _____	Item
101	B11.6 Environmental disturbance Fixed: _____ Value related: _____ Time related: _____	Item
102	B11.7 Works cleaning and clearing	

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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.

Fixed: _____ Value related: _____ Time related: _____

Item

112 C2 GENERAL PREAMBLES

The document "Specification of Materials and Methods to be used (PW371)" is obtainable on the Department's website (<http://www.publicworks.gov.za/under> "Consultants Guidelines") and shall be read in conjunction with the bills of quantities and be referred to for the full descriptions of work to be done and materials to be used. 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 Preambles and in any supplementary preambles.

Fixed: _____ Value related: _____ Time related: _____

Item

113 C3 TRADE NAMES

Wherever a trade name for any product has been described in the bills of quantities, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders.

If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for.

Fixed: _____ Value related: _____ Time related: _____

Item

114 C4 IMPORTED MATERIALS AND EQUIPMENT

Where imported items are listed in the tender documents, the

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tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer).

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions.

Fixed: _____ Value related: _____ Time related: _____

Item

115 C5 CONTRACT INSTRUCTIONS

Contract instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the Contractor.

Fixed: _____ Value related: _____ Time related: _____

Item

116 C6 SITE LEVELS

Before commencement of the works the Contractor shall carry out and provide the Principal Agent for approval a survey of the existing site levels in sufficient detail to enable the preparation of a final account.

Fixed: _____ Value related: _____ Time related: _____

Item

117 C7 UNAUTHORISED PERSONS ON SITE

The Contractor shall not permit unauthorised persons onto and workmen to lodge on the site.

Fixed: _____ Value related: _____ Time related: _____

Item

118 C8 PLANT AND LABOUR RECORD

At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works

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each day and the number, type and capacity of all plant, excluding hand tools, currently used on the works.

Fixed: _____ Value related: _____ Time related: _____

Item

119 C9 USE OF LOCAL LABOUR FROM THE EMPLOYER'S AREA OF OPERATION

It is a requirement of the contract that the work be executed in such a manner as to maximise the use of local labour in order to provide the local community with employment opportunities.

It is a specific requirement of this tender that the successful tenderer employs, in consultation with the Employer's representative, unemployed persons from the ranks of the local communities and the immediate surroundings, who possess the appropriate skills required for a contract of this nature.

- In order to achieve the recruitment of local labour, the Employer' representative will establish, a database of unemployed persons, indicating their specialised training, previous experience and employment, etc. The successful tenderer will be required to directly employ suitable persons recruited from the employer's database and ensure that all legislative requirements regarding their employment are complied with and provide the Employer with the necessary documentary proof, if required.
- The Contractor is required to produce weekly records suitably detailed to enable the Employer's representative to monitor the achievement of the required local labour.
- The Contractor is required to provide informal skills training so that the required standard of workmanship is maintained.
- With respect to Labour, the minimum rate for any and all workers contracted for this project shall be between R170 to R250 per day.

Fixed: _____ Value related: _____ Time related: _____

Item

120 C10 COMMUNITY LIASON OFFICER

It is a requirement of this Contract that a Community Liaison Officer (CLO) be appointed for the contract. The function of the

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CLO shall be to represent the local community in matters concerning the use of local labour on the works and to assist with and facilitate communication between the Contractor, the Employer and the local communities. It must be noted that the date of commencement of temporary employment of the CLO shall be no later than the date of commencement of the Contract. The identification of the approved CLO to be appointed by the Contractor under the Contract shall be resolved by the Contractor and the particular Ward Councillors in collaboration with the Local Communities.

It will be required, therefore, that the successful Tenderer (i.e. the Contractor) enter into a contract for the employment of the above-mentioned CLO. The Contract must set out, inter alia, the agreement between the parties, the duties and conditions of employment of the CLO, etc. The said contract will be between the Contractor and the CLO.

A separate item, subject to re-measurement, has been scheduled in Section 6 - Provisional Sums - to cover the direct costs associated with the CLO. The sum allowed is not to be exceeded.

Fixed: _____ Value related: _____ Time related: _____

Item

121 C11 GUARANTEES

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 no later than the works completion date. The guarantee shall state that workmanship, materials and installation are guaranteed for a specified period from the final completion dated 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

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replacement shall rest entirely with the Contractor. The Principal Agent shall be the sole judge of the cause responsible for defect of the works and his decision shall be final and binding in terms of clause 40.2 of the agreement.

Fixed: _____ Value related: _____ Time related: _____

Item

122 C12 WARRANTIES FOR MATERIAL AND WORKMANSHIP

Where warranties for materials and/or workmanship are called for, the Contractor shall obtain a written warranty, addressed to the Employer, from the firm supplying the materials and/or doing the work and shall deliver same to the Principal Agent on the certified practical completion of the contract. The warranty shall state that workmanship, materials and installation are warranted for a specified period from the date of final completion 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 to do so. The warranty 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.

Fixed: _____ Value related: _____ Time related: _____

Item

123 C13 OVERTIME

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.

Fixed: _____ Value related: _____ Time related: _____

Item

124 C14 CO-OPERATION OF CONTRACTOR FOR COST MANAGEMENT

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It is specifically agreed that the Contractor accepts the obligation of assisting the agents in implementing proper cost management on this project. The Contractor will be advised by the Principal Agent of all cost management procedures which will be implemented to ensure that the final account does not exceed the budget.

Fixed: _____ Value related: _____ Time related: _____

Item

125 C15 HIV/AIDS AWARENESS

It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the bills of quantities. Provision for pricing of HIV/AIDS awareness is made under items C15.1 to C15.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained

The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of Clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.

Item

126 C15.1 AWARENESS CHAMPION

Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____ Time related: _____

Item

127 C15.2 AWARENESS WORKSHOPS

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	<p>Selection and appointment of a competent Service Provider approved by the principal agent, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification. Fixed: _____ Value related: _____ Time related: _____</p>	Item	
128	<p>C15.3 POSTERS, BOOKLETS, VIDEOS, ETC. Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification. Fixed: _____ Value related: _____ Time related: _____</p>	Item	
129	<p>C15.4 ACCESS TO CONDOMS Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification Fixed: _____ Value related: _____ Time related: _____</p>	Item	
130	<p>C15.5 MONITORING Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification. Fixed: _____ Value related: _____ Time related: _____</p>	Item	
131	<p>C16 OCCUPATIONAL HEALTH AND SAFETY ACT</p>		
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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.

The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

Fixed: _____ Value related: _____ Time related: _____

Item

132 C17 EMPLOYMENT AND TRAINING OF YOUTH WORKERS

The Contractor shall identify youth workers and employ them at the statutory labour rates for a minimum period of 6 months and train them.

The Contractor shall avail the services his foreman to act as their construction supervisor. This foreman will be responsible for continuously monitoring the progress of the youth workers and to address questions and issues that may arise from the youth workers.

Carried to Collection

R

Amount

A separate item, subject to re-measurement, has been scheduled in Section 6 - Provisional Sums - to cover the direct costs associated with training. The sum allowed is not to be exceeded.

Fixed: _____ Value related: _____ Time related: _____

Item

133 C18 CONSTRUCTION QUALITY MANAGEMENT AND QUALITY MONITORING

The IA shall require the PA and PSPs to specify in the contract for the construction of the works that:

(1) The Contractor shall submit with his/her tender a Construction Quality Management Plan (CQMP). This plan shall include the name and CV of the individual who will be responsible for construction quality management on site. This person shall be a different person from the Contractor's site representative (JBCC clause 6.0). The CQMP shall, among others, provide details of how the representative of the PA responsible for the specific discipline will interface with the quality management function of the contractor.

(2) The PA shall submit, for approval by the IA a CQMP before construction commences.

(3) The IA shall submit both the CQMP prepared by the contractor and construction quality monitoring plan prepared by the IA to the DBE for approval before the site is handed over to the contractor for construction.

Should the quality plans not be to the satisfaction of the DBE, the DBE may request an update of the plans to be submitted

within five (5) working days. The DBE will apply internationally accepted criteria for the review of the quality plans.

Should the quality plans not be to the satisfaction of the DBE after a further request, the DBE will have the right:-

(a) to prescribe to the IA and the PA the quality procedures to follow; or

(b) to cancel the contracts of the IA, the PSPs and the contractor with the right to recover any relevant cost if the IA

Carried to Collection

R

Amount

fails to follow quality procedures as set out under (1) above.

Fixed: _____ Value related: _____

Time related: _____

Item

134 C19 MENTOR / MENTORING FOR SMME'S

Provision for pricing for the procurement, mentoring and management of SMME'S on the Department of Roads and Public Works database.

Time related: _____

Item

Carried to Collection

R

Amount

BILL NO. 1
PRELIMINARIES
COLLECTION

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Carried to Summary

R

Unit Quantity Rate Amount

BILL NO. 2
ALTERATIONS

Temporary barricades, screens, roofs, etc including removal

- | | | | | |
|---|--|------|--|--|
| 1 | Removing of all damaged electrical fittings and appliances | Item | | |
| 2 | Disconneting of electricity and connections | Item | | |

REMOVAL OF EXISTING WORK

Taking out and removing doors, windows, etc from brickwork to be demolished

- | | | | | |
|---|---|-----|----|--|
| 3 | Timber single door | No. | 11 | |
| 4 | Glazed steel window exceeding 2,5m and not exceeding 5m | No. | 5 | |

Taking down and removing roofs, floors, panelling, ceilings, partitions, etc

- | | | | | |
|---|---|----------------|----|--|
| 5 | Gypsum plasterboard ceilings, including timber bandering, cornices, etc | m ² | 72 | |
|---|---|----------------|----|--|

Taking out and removing sundry joinery work, fittings, etc

- | | | | | |
|---|--|-----|---|--|
| 6 | Timber wall cupboard 3500 x 420 x 1100 mm high | No. | 2 | |
|---|--|-----|---|--|

Taking up and removing wood block floor coverings, vinyl floor coverings, carpets, etc and preparing screeds for new floor coverings

- | | | | | |
|--|----------------|----------------|----|--|
| | Floor covering | m ² | 51 | |
|--|----------------|----------------|----|--|

Scrape wall, screeds, plaster, etc from concrete or brickwork and preparing surfaces for new screed, plaster, tile finishes, etc

- | | | | | |
|---|-----------------------------|----------------|-------|--|
| 8 | Internal and external walls | m ² | 1 140 | |
|---|-----------------------------|----------------|-------|--|

Hacking up/off and removing ceramic tiles including removing mortar bed or adhesive from concrete or brickwork and preparing surfaces for new screed, plaster, tile finish, etc

- | | | | | |
|---|-----------------|----------------|----|--|
| 9 | Tiles to floors | m ² | 22 | |
|---|-----------------|----------------|----|--|

Carried to Collection

R

	Unit	Quantity	Rate	Amount
<u>Taking out and removing piping, including cutting off as necessary, holderbats and making good floor and wall finishes (making good tiling and paintwork elsewhere)</u>				
10	No.	2		
<u>Taking out/off and removing glass and mirrors</u>				
11	No.	3		
<u>Taking out and removing sanitary fittings, tanks, geysers, etc, including disconnecting from pipes, traps, etc and making good floor and wall finishes (making good tiling and paintwork elsewhere)</u>				
12	No.	3		
<u>Breaking out for and forming plain openings through brick walls, including prestressed concrete lintels, making good cement plaster on both sides and into reveals and with 20 MPa concrete thresholds with steel trowelled finish (making good paintwork elsewhere)</u>				
13	No.	1		
<u>Making good internal cement plaster</u>				
14	m ²	30		
Carried to Collection				R

Amount

BILL NO. 2
ALTERATIONS
COLLECTION

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Carried to Summary

R

Unit Quantity Rate Amount

BILL NO. 3
EARTHWORKS

The Tenderer is referred to the relevant Clauses in the separate Supplementary Preambles hereunder and Department of Public Works PW371 document

Where the value is of significance, the removal of hedges etc shall be given separately in meters or in number

Site clearance

- 1 Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc and trees not exceeding 200mm girth

m² 1 200

REMOVAL OF TREES ETC

Taking out and removing, grubbing up roots and filling in holes

- 2 Tree stump not exceeding 1m high, exceeding 200mm and not exceeding 500mm girth

No. 2

- 3 Tree stump not exceeding 1m high, exceeding 500mm and not exceeding 1500mm girth

No. 3

WEED KILLERS, INSECTICIDES, ETC

Weedkiller (active ingredients metalaclor 102.8 g/l, terbitilasien 248.6 g/l and atrasion 248.6 g/l) mixed in the proportion of 100 ml weedkiller to 100 l water and applied at a rate of 10 l/m

- 4 On open ground to reduce shrubs and grass growing

m² 180

SITE CLEARANCE

Carried to Summary

R

Unit Quantity Rate Amount

BILL NO. 4

MASONRY

BRICKWORK

The Tenderer is referred to the relevant Clauses in the separate Supplementary Preambles hereunder and Department of Public Works PW371 document

Where sizes in descriptions are given in brick units, one brick shall represent the length and half brick the width of a brick

The following preamble generally applies for works in hot and humid coastal areas

Bagged and sealed walls

Walls in two skins described as bagged and sealed shall be deemed to include having the outer face of the inner skin bagged with 1:6 cement and sand mixture and sealed with two coats bitumen emulsion waterproofing coating

Face bricks

Bricks shall be ordered timeously to obtain uniformity in size and colour

Pointing

Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc

Super Structure Brick work

1	One brick wall	m ²	15	
2	Half brick wall	m ²	8	
<u>2.5mm Brickwork reinforcement</u>				
3	115 mm Wide reinforcement built in horizontally	m	40	

Carried to Summary

R

Unit Quantity Rate Amount

BILL NO. 5
ROOF COVERINGS

PROFILED FIBRE-CEMENT SHEETING AND ACCESSORIES (CPAP WORK GROUP NO. 122)

1	12 x 275 mm fibre cement fascia boards	m	60	
2	12 x 275 mm fibre cement barge bards	m	36	

Carried to Summary

R

Unit Quantity Rate Amount

BILL NO. 6

CARPENTRY AND JOINERY

CARPENTRY AND JOINERY

User note - Insert preambles/specifications as may be required or in order to supplement any applicable preambles, specifications or bills of quantities descriptions

Take note that these Model Bills of Quantities utilise abbreviated descriptions

The Model Preambles for Trades 2008 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards . Where such model preambles are not applicable (eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the applicable measuring system , represents the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications

Consider inserting the preambles hereunder when using the abovementioned Model Preambles for Trades 2008

Fixing

Items described as nailed shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete

Items described as plugged shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as bolted, the bolts have been given elsewhere

Carried to Collection

R

Unit Quantity Rate Amount

Decorative thermosetting plastic laminate covering

Laminate covering shall be glued under pressure and edge strips of same shall be butt jointed at junctions with adjacent similar finish

PLATE NAILED TIMBER ROOF TRUSS CONSTRUCTION ETC

SUPPLEMENTARY PREAMBLES

Trusses are at maximum 300mm centres

Roof covering is type A on purlins and battens

Dimensions in descriptions of trusses are nominal and actual measurements are to be obtained from the architect/engineer and/or taken on site before design or fabrication commences

Sawn softwood grade A

1	56 x 76 mm purlins	m	15	
2	114 x 38 mm rafter	m	9	

SKIRTINGS

Meranti Skirting

3	19 x 76 mm Skirtings	m	343	
---	----------------------	---	-----	--

DOORS ETC

Hardwood Timber Door

4	900 x 2125 mm Braced Ledge Timber door with weather bar at the bottom, fixed to a double rebate galvanised steel door frame	No.	13	
---	---	-----	----	--

Carried to Collection

R

Amount

BILL NO. 6

CARPENTRY AND JOINERY

COLLECTION

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Carried to Summary

R

Unit Quantity Rate Amount

BILL NO. 7

CEILING PARTITIONS AND ACCESS FLOORING

CEILING PARTITIONS AND ACCESS FLOORING

User note -

Insert preambles/specifications as may be required or in order to supplement any applicable preambles, specifications or bills of quantities descriptions

Take note that these Model Bills of Quantities utilise abbreviated descriptions

The Model Preambles for Trades 2008 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards . Where such model preambles are not applicable (eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the applicable measuring system , represents the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications

Consider inserting the preambles hereunder when using the abovementioned Model Preambles for Trades 2008

Ceilings

Unless otherwise described ceilings shall be deemed to be horizontal

Carried to Collection

R

Bill No. 7

Ceilings Partitions And Access Flooring

Unit Quantity Rate Amount

Fixing

Items described as nailed shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete

Items described as plugged shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as bolted, the bolts have been given elsewhere

Bulkheads

Unless otherwise described bulkheads shall be deemed to be horizontal along the length

Steel components

All steel components for ceilings, partitions, etc are to be galvanised in accordance with SANS 121

CEILING TIMBERS, BEADS, INSULATION, ETC

6.4 Rhinoboard Ceiling

1	Ceiling laid in 1200 x 2400 mm quardrants nailed to 38 x 38 mm timber branders @450 mm c/c Joints and screwed heads to be taped with Fibatape , skimmed with rhinolight or similar approved	m ²	48	
2	Extra over for 600 x 600m trape door	No.	2	
3	19 x 76 mm Cornices, nailed	m	85	

Carried to Collection

R

Amount

BILL NO. 7

CEILINGS PARTITIONS AND ACCESS FLOORING

COLLECTION

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CC

CC

Carried to Summary

R

Bill No. 7

Ceilings Partitions And Access Flooring

Unit Quantity Rate Amount

BILL NO. 8
IRONMONGERY

IRONMONGERY

The Tenderer is referred to the relevant Clauses in the separate Supplementary Preambles hereunder and Department of Public Works PW371 document.

HINGES, BOLTS, ETC

Manufactured by approved supply

1	30 mm Steel hinge	No.	14	
---	-------------------	-----	----	--

CATCHES, CABIN HOOKS, ETC

Manufactured by approved supplier

2	Three lever lockset with striking plate fixed to metal	No.	9	
---	--	-----	---	--

3	Four - lever lockset	No.	4	
---	----------------------	-----	---	--

LETTERS, NAMEPLATES, ETC

4	350 mm High plastic letter or numeral on the wall for informative purpose	No.	1	
---	---	-----	---	--

TOILET ROOM FITTINGS

5	2 roll toilet Roll Holder overall size 102 x 208 x 103 mm deep, plugged and screwed to wall with stainless steel screws	No.	3	
---	---	-----	---	--

Carried to Summary

R

Unit Quantity Rate Amount

BILL NO. 9
METALWORK

SUPPLEMENTARY PREAMBLES

The Tenderer is referred to the relevant Clauses in the separate Supplementary Preambles hereunder and Department of Public Works PW371 document.

Steel Window Repairs

- 1 Serving of all existing windows including installing new fasteners and cleaning

No. 13

ALUMINIUM SLIDING DOOR (CPAP WORK GROUP NO. 140)

Bronze frame sliding window with roller system, complete with sub frames, ironmongery, glass, sealing, etc and fixing to brickwork or concrete

- 2 Purpose made sliding door for main bedroom and lounge (Type 2 400 x 2 100 mm)

No. 2

Steel Roller shutter Door

- 3 Roll up Garage Roler shutter Door, opening height: 2100mm x width: 2400mm with head room 390mm

No. 2

Carried to Summary

R

Unit Quantity Rate Amount

BILL NO. 10
PLASTERING

SCREEDS

Screeds wood floated, on concrete

1 100mm Thick floating concrete slab with mesh m² 34

INTERNAL AND EXTERNAL PLASTER

Compo plaster steel trowelled, on brickwork

2 On walls m² 17

Carried to Summary

R

	Unit	Quantity	Rate	Amount
<u>BILL NO. 11</u>				
<u>TILING</u>				
<u>WALL TILING</u>				
<u>200 x 200 x 5mm White matt ceramic tiles on brickwork including cement plaster backing</u>				
1	m ²	40		
2	m ²	11		
<u>FLOOR TILING</u>				
Waterproof grout is normally used in showers, on balconies, etc. Epoxy grout is used in kitchens, butcheries, etc, where floors are frequently washed with detergents				
<u>300 x 300 x 5mm Ceramic floor tiles on mm bedding on concrete and flush pointed with tinted grout</u>				
3	m ²	51		
4	m ²	6		
Carried to Summary			R	
Bill No. 11				
Tiling				

Unit Quantity Rate Amount

BILL NO. 12

PLUMBING AND DRAINAGE

The Tenderer is referred to the relevant Clauses in the separate Supplementary Preambles hereunder and Department of Public Works PW371 document.

Servicing of existing Plumbing and Drainage duct

1 Provide the sum of R 1 000.00 for servicing of existing water and seware lines including checking manholes and blockages

Item

Profit

Item

Manufactured by approved supplier

3 450 x 280 mm white sanitaryware rounded basin with two semi punched tapholes , intergrated overflow, and chainstay hole through the centre semi punched taphole. Colour: White, supported on a floor mounted pedestal.

No.

3

4 Frank Model Projectline PLN611 double Bowl Sink 800 x 460 x 140 mm manufactured from Grade 304 (18/10) Stainless steel sink with a pressed bowl 340 L x 370 W x 140 D mm supplied with 38 mm waste outlet complete with drain and rubber trap

No.

3

5 Vaal Sanitaryware vitreous china "Cottage" close coupled 900 outlet open rim washdown pan (code 771400) and matching 9 litre (code 711033) complete with lid and fitments. Supplied with a purpose made wooden seat with chrome hinges

No.

3

Crystal Tech St. Marco Chrome Corner Entry Shower Enclosure - CTG801 - 885 x 885 x 1850mm

No.

3

7 Coral Almond Built-in Straight Bath With Handles - 1700 x 700mm

No.

2

RAINWATER DISPOSAL

0,8 mm Gauge Aluminium gutters and rainwater pipes

8 155 x 125 mm Half-round roof gutters

m

62

9 100 mm Diameter rainwater pipes

m

22

10 Extra over gutter for Shoes

No.

8

11 Extra over gutter for stopped end

No.

12

12 Extra over gutter for angle

No.

10

Carried to Collection

R

Bill No. 12

Plumbing And Drainage

Unit Quantity Rate Amount

Galvanised steel pipes

35	40mm Pipes	m	40	
36	40mm Pipes chased into brickwork	m	14	

Extra over galvanised steel pipes for steel fittings

37	22mm Fittings	No.	3	
38	22mm Bush	No.	2	
39	22mm Elbow	No.	6	
40	30mm Reducing tee	No.	3	
	30mm Longscrew connector	No.	1	
	45mm Union	No.	2	

Carried to Collection

R

Amount

BILL NO. 12
PLUMBING AND DRAINAGE
COLLECTION

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Carried to Summary

R

Unit Quantity Rate Amount

BILL NO. 13

GLAZING

SUPPLEMENTARY PREAMBLES

Laminated glass

Laminated glass to have polyvinyl butyral (PVB) interlayer(s)

GLAZING TO STEEL WITH PUTTY

6mm Clear float glass

1	Panes exceeding 0,1m and not exceeding 0,5m	m ²	18		
---	---	----------------	----	--	--

Carried to Summary

R

Unit Quantity Rate Amount

BILL NO. 14

PAINTWORK

PAINTWORK

The Tenderer is referred to the relevant Clauses in the separate Supplementary Preambles hereunder and Department of Public Works PW371 document.

PREPARATORY WORK TO EXISTING WORK

Previously painted plastered surfaces

Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth

Previously painted metal surfaces

Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal

Previously painted wood surfaces

Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth

Paint Specifications

All painting shall be done in accordance with the specifications unless otherwise described

Colours

Extra over for paintwork on components /ceiling in the White colour group for paintwork in the Pastel colour group

Extra over for paintwork on components in the Pastel colour group for paintwork in the Deep colour group (Provisional)

Carried to Collection

R

Unit Quantity Rate Amount

Unless otherwise described paintwork on ceilings shall be deemed to be in the White colour group and paintwork on all other components shall be deemed to be in the Pastel colour group in accordance with the Natural Colour System (NCS) adopted by the SA National Standards

PAINTWORK, ETC TO PREVIOUSLY PAINTED WORK

One coat alkali resistant primer and two coats PVA emulsion paint for internal and external surfaces

1	Walls	m ²	989	
---	-------	----------------	-----	--

ON EXISTING METAL SURFACES

One coat alkyd based universal undercoat and one coat superior quality universal enamel paint

2	Door frames	m	58	
---	-------------	---	----	--

3	Windows	m	4	
---	---------	---	---	--

Carried to Collection

R

Amount

BILL NO. 14
PAINTWORK
COLLECTION

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Carried to Summary

R

Amount

BILL NO. 15
PROVISIONAL SUMS

PROVISIONAL SUMS

The Tenderer is referred to the relevant Clauses in the separate Supplementary Preambles hereunder and Department of Public Works PW371 document.

General

Work for which budgetary allowances are provided will be measured and valued in accordance with the relevant

building agreement and deducted in whole or in part if not required without any compensation for loss of profit on the said allowances

Prime cost amounts and provisional sums are net. Prime cost amounts shall include for delivery to site of all articles concerned

Provisional sums are for material and equipment supplied and installed complete by firms of specialists

Profit

Where stated, the contractor may allow for profit if required

General attendance on nominated/selected subcontractors

The item 'attendance' which follows each provisional sum for nominated/selected subcontractors' work, shall be deemed to cover all the contractor's costs incurred in providing free of charge to the nominated/selected subcontractors the contractor's duties as described in clause 12.2 of the JBCC N/S Subcontract Agreement

Special attendance on nominated/selected subcontractors

Where 'special attendance' such as unloading, storing, placing in position, providing special power supplies, specific hoisting, crantage and scaffolding requirements, provision of temporary casing and/or other specific protection of the works, special security and clearing away rubbish is required, a separate item describing the specific requirements in detail is to be provided for the pricing of such requirements

Builder's work

Builder's work in connection with specialist services is given elsewhere in these bills of quantities

General Electrical Installation

1	Provide the sum of R 55 000.00 for General Electrical installation	Item	50 000 00
2	Profit	Item	
3	Attendance	Item	

Carried to Collection

R

Amount

		Item	Amount
	<u>Built in Cabinets</u>		
4	Provide the sum of R 15 000.00 for Fitting of New Built in Cabintes (Kitchen and Bedroom)	Item	15 000.00
5	Profit	Item	
6	Attendance	Item	

Carried to Collection

R

Amount

BILL NO. 15
PROVISIONAL SUMS
COLLECTION

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Carried to Summary

R



RENOVATION AND UPGRADE OF HOUSE 19 PRESIDENT
SWART ROAD

Brought from Previous

Amount

R

SubTotal excluding Value Added Tax

ADD VAT @ 15%:

Carried to Tender

R

SUMMARY

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