

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR BSM 104/20 MONT ROCHELLE GATEHOUSE UPGRADE

TENDER NUMBER: **B/SM 104/20**
DESCRIPTION: **MONT ROCHELLE GATEHOUSE UPGRADE**
CLOSING DATE: **10 May 2021**
CLOSING TIME: **12h00: Bids will be opened in the Council Chambers or Supply Chain Management Boardroom**
CIDB : The following CIDB class of construction works will be applicable to the Tender, in accordance with the sum tendered or value determined in accordance with regulation 25(7A) of the Construction Industry Development Regulations, 2004 (as amended) – As at 23 May 2019 - **Class of Construction Works: GB2 or higher.**

INFORMATION:

Tender Specifications: **Baariq Kader, Tel: 021 825 0230, email: baariq@aceconsulting.co.za**
SCM Requirements: **Schalk Van der Merwe, Tel: 021 808 8679, email: Schalk.VanderMerwe@stellenbosch.gov.za**
Document Specifications: **Gerald Kraukamp, 021 808 8519 email: Gerald.Kraukamp@stellenbosch.gov.za**
Office hours for collection: **08h00-15h30**

A **Compulsory Virtual Clarification Meeting** will be held on **23 April 2021** at **11:00**. The Compulsory Clarification meeting will be held via the Microsoft Teams App. Tenderers must ensure to download the App and give **Schalk Van der Merwe, email: Schalk.VanderMerwe@stellenbosch.gov.za** the necessary contact details (email address and cell phone number) at least 48 hours prior (**21 April 2021 at 11:00**) to the meeting to enable to set up a virtual meeting. Tenderers who fail to forward their details in the time frame will not attend the briefing session. Tenderers who fail to attend the compulsory information session will be regarded as non-compliant.

Local production and content is applicable to this bid. Bidders must use the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on **10 April 2021**. The guidance document for the calculation of local content is included in the bid document and is also available on the municipality's website by following the Supply Chain Management link. If raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the dti should there be a need to import such raw material or input. A copy of the authorisation letter must be submitted together with this tender document at the closing date and time of bid. **Please note that the requirements in terms of local production and content are fully contained in the tender document.**

Tenders may only be submitted on the Tender documentation issued by Stellenbosch Municipality and must be valid for **180 days** after tender closing. Late, electronic format, telephonic or faxed Tenders will not be considered and Stellenbosch Municipality does not bind itself to accept the lowest, part of or any Tender.

Sealed Tenders, with "**B/SM 104/20 MONT ROCHELLE GATEHOUSE UPGRADE**" clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

NOTE: This tender will be evaluated in terms of the Joint Building Contracts Committee, Supply Chain Management Policy, relevant specification and local content as depicted in the document and also the Preferential Procurement Regulations, 2017 that was promulgated by the Minister of Finance on 20 January 2017 in Government Gazette No 40553.

The preferential points system applied is as follows:

Price	80
B-BBEE status level of contribution	20
Total points for Price and B-BBEE	100

Once a tender has been received, the lowest acceptable tender should be used to determine the preferred point system to be used for evaluating tenders in the event where both levels are stipulated in a tender.

The following conditions to Tender exist (failure to comply may result in your Tender being disqualified):

1. This Tender is subject to the Joint Building Contracts Committee (JBCC) and special conditions for Tendering;
2. Relevant terms of reference;
3. Tenderers must be registered on the Central supplier database (CSD) if they wish to conduct business with the municipality;
4. No award will be made to tenderers whose tax status is non-compliant;
5. Tenders submitted must be in a sealed envelope clearly marked with the Tender number, placed in the tender box before closing time. Failure will result in the tender being invalid.

Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R522.00 per document**.

G Mettler (Ms)
MUNICIPAL MANAGER

TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 104/20 DIE OPGRADER AAN MONT ROCHELLE SEKURITEIT HUIS

TENDER NOMMER: **B/SM 104/20**
BESKRYWING: **Die Opgrader Aan Mont Rochelle Sekuriteit Huis**
SLUITINGSDATUM: **10 Mei 2021**
TYD VAN SLUITING: **12h00**. Tenders sal oopgemaak word in die **Raadsaal** of in die **Voorsieningskanaalbestuurs Komiteekamer**.

KIOR: Die volgende KIOR klas vir konstruksiewerk, in ooreenstemming met die totale bedrag getender of waarde bepaal in ooreenstemming met regulasie 25 (7A) van die Konstruksie-industrie Ontwikkelingsraad, Regulasies, 2004 (soos gewysig) op 23 Mei 2019, sal op die bod van toepassing wees. Tendersaars moet 'n **geskatte KIOR kontrakteurgradering** van ten minste **GB2 of hoër** hê

NAVRAE:

Tender spesifikasies: Baariq Kader, Tel: 021 825 0230, e-pos: baariq@aceconsulting.co.za
Vkb vereistes: Schalk Van der Merwe, Tel: 021 808 8679. E-pos: Schalk.VanderMerwe@stellenbosch.gov.za
Dokument spesifikasies: Gerald Kraukamp, e-pos: Tel 021808 8519 Gerald.Kraukamp@stellenbosch.gov.za
Kantoor Ure: 08h00-15h30

'n **Verpligte inligtingssessie** sal gehou word op **23 April 2021** om **11h00**. Die verpligte inligtingssessie sal via die Microsoft Teams-app gehou word. Tendersaars moet toesien dat hulle die "App" aflaai en **Schalk Van der Merwe**, E-pos: Schalk.VanderMerwe@stellenbosch.gov.za, minstens 48 uur (**21 April 2021 om 11h00**) voor die vergadering van die nodige kontakbesonderhede (e-posadres en selfoonnommer) voorsien om die munisipaliteit in staat te stel om die virtuele vergadering op te stel. Tendersaars wat nie die verpligte inligtingssessie bywoon nie, sal nie in ag geneem word nie.

Plaaslike produksie en inhoud is van toepassing op hierdie bod. Bieërs moet die wisselkoers wat om **12h00 op 10 April 2021**, soos deur die Suid-Afrikaanse Reserwebank (SARB) gepubliseer is, gebruik. Die begeleidingsdokument vir die berekening van plaaslike inhoud is ingesluit in die tenderdokument en is ook op die munisipaliteit se webwerf beskikbaar deur die Voorsieningskanaal Bestuurskakeel. Indien grondstowwe of insette wat vir 'n spesifieke item gebruik word, nie plaaslik beskikbaar is nie, moet bieërs skriftelike magtiging van die dti verkry indien daar so 'n grondstof of inset benodig word. 'N afskrif van die magtigingsbrief moet saam met hierdie tenderdokument by die sluitingsdatum en tyd van die bod ingedien word. **Neem kennis dat die vereistes in terme van die plaaslike produksie en inhoud volledig in die tender dokument vervat is.**

Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir **180 dae** na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie.

Verseëde tenders duidelik gemerk: "**B/SM 104/20 DIE OPGRADER AAN MONT ROCHEEL SEKURITEIT HUIS**" op die koevert, moet geplaas word in tenderbus by die kantore van Stellenbosch Munisipaliteit, Pleinstraat, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tendersaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

LET WEL: Hierdie tender sal geëvalueer word ingevolge die Algemene Kontrakvoorwaardes, Voorsieningskanaal Bestuursbeleid, relevante spesifikasies en plaaslike inhoud soos vervat in die tender dokument asook die **Voorkeurverkrygingsregulasies 2017 wat op 20 Januarie 2017 deur die Minister van Finansies in Staatskoerant No 40553 afgekondig is.**

Tendersaars mag voorkeerpunte eis in terme van hul B-BSEB status vlak van bydrae as volg:

Prys	80
BBSEB	20
Totale punte	100

Sodra 'n tender ontvang is, moet die laagste aanvaarbare tender gebruik word om die voorkeerpuntstelsel te bepaal wat gebruik moet word vir die evaluering van tenders wanner beide vlakke aangedui is in 'n tender.

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender gediskwalifiseer word):

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (JBCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tendersaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëde koevert wees wat duidelik gemerk is met die Tondernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuursseenheid, Stellenbosch Munisipaliteit, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnametoelae van **R522,00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

G Mettler (Me)
MUNISIPALE BESTUURDER



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

TENDER NO.: B/SM 104/20
MONT ROCHELLE GATEHOUSE UPGRADE
PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT) <i>(refer to page 6):</i>	
BBBEE LEVEL	

April 2021

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit
Stellenbosch Municipality,
PO Box 17, Stellenbosch, 7599

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Baariq Kader

Technical

Tel. Number: **021 825 0230**



1. TENDER NOTICE & INVITATION TO TENDER

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Vkb vereistes: **Schalk Van der Merwe, Tel: 021 808 8679. E-pos:**

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Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir **180.dae** na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie.

Verseëelde tenders duidelik gemerk: **"B/SM 104/20 DIE OPGRADER AAN MONT ROCHEEL SEKURITEIT HUIS"** op die koevert, moet geplaas word in tenderbus by die kantore van Stellenbosch Munisipaliteit, Pleinstraat, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooië stel tenderdokumente. Tendersaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

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Tendersaars mag voorkeerpunte eis in terme van hul B-BSEB status vlak van bydrae as volg:

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Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender



gediskwalifiseer word):

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (JBCC) en spesiale voorwaardes vir die tender;
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3. Tenderaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
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*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van **R522,00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

G Mettler (Me)

MUNISIPALE BESTUURDER



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	B/SM 104/20	CLOSING DATE:	10 May 2021	CLOSING TIME:	12h00
DESCRIPTION	MONT ROCHELLE GATEHOUSE UPGRADE				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT **STELLENBOSCH MUNICIPALITY, TOWN HOUSE COMPLEX, PLEIN STREET, STELLENBOSCH**

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					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ 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]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
3. TOTAL NUMBER OF ITEMS OFFERED			4. TOTAL BID PRICE	R	
5. SIGNATURE OF BIDDER			6. DATE		
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Supply Chain Management		CONTACT PERSON	Baariq Kader	
CONTACT PERSON	Gerald Kraukamp		TELEPHONE NUMBER	021 825 0230	
TELEPHONE NUMBER	021 808 8519		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	baariq@aceconsulting.co.za	
E-MAIL ADDRESS	Gerald.kraukamp@ Stellenbosch.gov.za				



PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE JOINT BUILDING CONTRACTS COMMITTEE (JBCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

DATE:

.....



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PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY



2. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

Virtual Meeting Attendance - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?	Yes	No
Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes	No
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes	No
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate issued by a Verification Agency accredited by SANAS or the original Sworn Affidavit attached?	Yes	No
MBD 6.2 (Local Content) - Is the form duly completed and signed? Guidance Document for the Calculation of Local Content attached for information purposes?	Yes	No
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	Yes	No
OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes	No
Form of Indemnity - Is the form duly completed and signed?	Yes	No
Pricing Schedule - Is the form duly completed and signed?	Yes	No
Form of Offer - Is the form duly completed and signed?	Yes	No
Declaration by Tenderer - Is the form duly completed and signed?	Yes	No

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



3. VIRTUAL MEETING CERTIFICATE

Virtual meetings declaration:

I / We*, the undersigned, certify that I / we* have familiarized ourselves with the requirements of this tender as discussed at the virtual meeting for which I / we* am / are* submitting this Tender and have, as far as practicable, familiarized myself / ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my / our* tender

NAME & SURNAME			
CAPACITY			
NAME OF FIRM			
ADDRESS			
TELEPHONE NO		FAX NO:	
E-MAIL		SIGNATURE	

*For all compulsory virtual teams meetings , bidders who fail to provide their contact details 48 hours prior to the virtual teams meeting , will be regarded as **non-compliant***



4. AUTHORITY TO SIGN A BID

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

1.1. I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____.

OR

1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. COMPANIES AND CLOSE CORPORATIONS

2.1. If a Bidder is a **COMPANY**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorised Signatory			
Capacity			
Specimen Signature			
Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a CERTIFIED COPY of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



3. PARTNERSHIP

We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner			Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. _____ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. _____

authorized signatory of the Company/Close Corporation/Partnership (name) _____, 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.

(i) Name of firm (Lead partner)			
Address			
		Tel. No.	
Signature		Designation	

(ii) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

(iii) Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

(iv) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.



6. STANDARD CONDITIONS OF TENDER (CIDB)

F.1 General

F.1.1 Actions

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

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

Note

- 1) *A conflict of interest may arise due to a conflict of roles, which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty, which would in any way, affect any decisions taken.*

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

F.1.3.2 These conditions of tender, the tender data and tender schedules, which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;



- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's



competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

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

F.2.3 Check documents

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



F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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



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

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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



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

F.2.16 Tender offer validity

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

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

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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



F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of



tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on B-BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.



- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have received the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

The 80/20 point system for acquisition of services, works or goods up to Rand value of R50 million.

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tender (including price quotation) with a rand value equal to, or above R30 000 and up to Rand value of R50 000 000 (all applicable taxes included):

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

Where:



Ps = Points scored for price of bid under consideration;

Pt = Price of bid under consideration; and

Pmin = Price of lowest acceptable tender or offer.

- 4) (a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:
- 4) (b) Subject to subparagraph (4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4) (c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)
- 4) (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4)(b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
- 4) (e) Subject to paragraph 4.3.8 of “Standard for Uniformity in Procurement, April 2017”, the contract must be awarded to the tender who scores the highest total number of points.

The 80/20 preference points system for acquisition of services, works or goods with a Rand value above R50 million

- 5) (a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

$$Ps = 80 \left(2 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Points scored for price of bid under consideration;

Pt = Price of bid under consideration; and

Pmin = Price of lowest acceptable bid.

- 5) (b) Subject to subparagraph (5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18



3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 5) (c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).
- 5) (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5)(a) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).
- 5) (e) Subject to paragraph 4.3.8 of “Standard for Uniformity in Procurement, April 2017”, the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

Where:

N_{FO} = the number of tender evaluation points awarded for price.

W_1 = the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A = a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = \left(1 + \frac{P - P_m}{P_m}\right)$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{P - P_m}{P_m}\right)$	$A = P_m / P$
^a P_m = is the comparative offer of the most favourable comparative offer. P = is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.



Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

Where:

S_O = the score for quality allocated to the submission under consideration;

M_S = the maximum possible score for quality in respect of a submission; and

W_2 = the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers



F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i-Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis, which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees. F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.



7. JOINT BUILDING CONTRACTS COMMITTEE – GOVERNMENT PROCUREMENT

1. DEFINITIONS

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.
- 1.13. 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.
- 1.14. "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.
- 1.15. "JBCC" means the Joint Building Contracts Committee.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.



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- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "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. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

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



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

6. Patent rights

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

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:
- 7.3.1. 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
 - 7.3.2. 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.

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder. 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 inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.2. 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.
- 8.3. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.4. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.5. 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.



8.6. Any contract goods 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 goods 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 goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.7. 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 22 of JBCC.

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, and in any subsequent instructions ordered by the purchaser.

10. Delivery

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

11. Insurance

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.

12. Transportation

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

13. Incidental

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

13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

13.1.4. 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

13.1.5. 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, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

14.1.1. 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;

14.1.2. in the event of termination of production of the spare parts:

14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

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

15. Warranty

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

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

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

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

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, 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.

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 by the purchaser **no later than thirty (30) days** after submission of an **invoice, statement** or claim by the supplier.

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

17. Prices

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 or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.



19. Assignment

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

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

21. Delays in the supplier's performance

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

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

21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.4. Except as provided under JBCC 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 JBCC Clause 22, unless an extension of time is agreed upon pursuant to JBCC Clause 22 without the application of penalties.

21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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

Subject to JBCC 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 JBCC 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:

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

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

23.1.3. 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 supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchase 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:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. 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

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 JBCC 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



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

27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability

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

28.1.1. 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

28.1.2. 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

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

The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

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 SARS must have certified that the tax matters of the preferred bidder are in order.



32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices.

35.1. 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.

35.2. 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 section 59 of the Competition Act No 89 Of 1998.

35.3. 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.

Joint Building Contracts Committee (Edition 6.2, 2018)



8. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the **“Tender Number and Title”** clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch.
2. The tender must be lodged by the Tenderer in the tender box in the Main Hall Entrance, Stellenbosch Municipal Offices, Plein Street, Stellenbosch

PLEASE NOTE:

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
 - 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
 - 2.3. Documents may only be completed in non-erasable ink.
 - 2.4. The use of correction fluid/tape is not allowed.
 - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 - 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
 - 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
- 3. Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please insure that provision is made for VAT in these instances.**
- 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
 - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Stellenbosch Municipality is **4700102181**.
- 3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
 - 4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
 - 5 Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.
 - 6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;
 - 6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 - 6.2 The tenderer shall declare **all** the Municipal account numbers in the Stellenbosch Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.



7. Negotiations for a fair market related price

7.1 The award of the tender may be subject to price negotiation with the preferred tenderers.

8 This bid will be evaluated and adjudicated according to the following criteria:

8.1 Relevant specifications

8.2 Value for money

8.3 Capability to execute the contract

8.4 PPPFA & associated regulations

9 Service Level Agreement

The award of the tender is subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Stellenbosch Municipality.

10 Centralised Supplier Database

No Bids will be awarded to a bidder who is not registered on the Centralised Supplier Database (CSD).

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at www.csd.gov.za Registration on the CSD will be compulsory in order to conduct business with the STELLENBOSCH MUNICIPALITY. Registration on CSD can be done by contacting 021 808 8594 or Nicolene.Hamilton@stellenbosch.gov.za

Centralised Supplier Database No. MAAA.....



9. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1.	Full Name of bidder or his or her representative												
3.2.	Identity Number												
3.3.	Position occupied in the Company (director, shareholder ² etc.)												
3.4.	Company Registration Number												
3.5.	Tax Reference Number												
3.6.	VAT Registration Number												

3.7.	Are you presently in the service of the state?	YES		NO	
3.7.1.	If so, furnish particulars:				
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO	
3.8.1.	If so, furnish particulars:				

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

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

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



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



3.14.	Please provide the following information on ALL directors/shareholders/trustees/members below:		
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State ³ Employee Number

NB: a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S) b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

4. DECLARATION

I, the undersigned (name) _____,
 certify that the information furnished in paragraph 3 above is correct.
 I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

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



10. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 – PURCHASES/SERVICES 80/20

NB:

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2017.

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).

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.2 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
1.1.1. Price	80
1.1.2. B-BBEE status level of contribution	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution 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 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.2 “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.3 “**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 goods or services, through price quotations, advertised competitive bidding processes or proposals;

2.4 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); as amended by Act No. 46 of 2013; (this was added by us)

- ### 3. POINTS AWARDED FOR PRICE

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

$$P_S = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_S = 90 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0



5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B -BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or the original sworn affidavit.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? <i>(Tick applicable box)</i>	YES		NO	
7.1.1 If yes, indicate:				
7.1.1.1 what percentage of the contract will be subcontracted?				
7.1.1.2 the name of the sub-contractor?				
7.1.1.3 the B-BBEE status level of the sub-contractor?				
7.1.1.4 whether the sub-contractor is an EME or QSE? <i>(Tick applicable box)</i>	YES		NO	

7.1.1.5 Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		



8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of Company/firm:		
8.2 VAT registration number		
8.3 Company registration number		
8.4 Type of Company/Firm: (Tick applicable box)	Partnership / Joint Venture / Consortium	
	One person business / sole proprietor	
	Close Corporation	
	Company	
	(Pty) Limited	
8.5 Describe Principal Business Activities		
8.6 Company Classification (Tick applicable box)	Manufacturer	
	Supplier	
	Professional service provider	
	Other service providers, e.g. transporter, etc.	
8.7 Municipal Information		
Municipality where business is situated:		
Registered Account Number:		
Stand Number:		
8.8 Total Number of years the Company/Firm has been in business:		



9. 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 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- 9.1 The information furnished is true and correct;
- 9.2 The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 9.3 In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 9.4 If the B-BBEE status level of contribution has been claimed or 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 –
- 9.4.1 disqualify the person from the bidding process;
- 9.4.2 recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- 9.4.3 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;
- 9.4.4 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
- 9.4.5 forward the matter for criminal prosecution

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			



11. MBD 6.2 - DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local labour employment (LLE) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

As per DTI regulations SATS 1286:2011: -

Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.).

The minimum threshold percentages for local production and content for the labour required and specified by Municipality in the designated sector are 20% of contract value. The agreed 20% of contract value would be allocated as 100% unskilled labour and 100% semi-skilled labour.

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;



2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

#	Description of services, works or goods	Stipulated minimum threshold as a %
1	Steel Products and Components for Construction (Cement, Tiles, plumbing products...)	100
2	Fences	100
3	PVC pipes and fittings	100
4	Cables	90
5	Wood (Filling cabinets, Partition board ...)	100
6	Pipes and Fittings	80
7	Valves	70
8	Textile (carpet and others)	100

Please submit also letters of exemption from dti if local content is not%.

Please ensure that you put all the items on Annexure C on which you make an offer.

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

YES	☐	NO	☐
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- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			



STELLENBOSCH
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 MUNISIPALITEIT • UMASIPALA • MUNICIPALITY



**LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)**

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF TENDER NO. B/SM: 104/20 MONT ROCHELLE GAHOUSE UPGRADE, ISSUED BY STELLENBOSCH MUNICIPALITY.

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder entity), the
following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.



- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

	SIGNATURE	DATE
TENDERER:		
WITNESS No. 1:		
WITNESS No. 2:		



ANNEXURE C

SATS 1286.2011

Local Content Declaration – Summary Schedule

(C1) Tender No.			
(C2) Tender Description			
(C3) Designated product(s)			
(C4) Tender Authority			
(C5) Name of Tendering Entity			
(C6) Tender Exchange Rate	Currency		Rate
(C7) Specified local content %			

NOTE: VAT to be excluded from all calculations

		Calculation of local content					
Tender Item No's	List of Items	Tender Price – each	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
	BILL NO.4 : MASONRY (AS PER BOQ)						
	BRICKWORK IN FOUNDATIONS						
	Brickwork of NFP bricks in class II mortar:						
1	270mm Cavity walls.						
2	220mm One brick walls.						
	BRICKWORK IN SUPERSTRUCTURE						
	Brickwork of NFP bricks in class II mortar:						
2	270mm Cavity walls.						
3	220mm One brick walls.						
3	115mm brick walls.						
	WALL CLADDING						

Tender summary			
Tender Quantity	Total tender value	Total exempted imported content	Total imported content
(C16)	(C17)	(C18)	(C19)

Reference No:	B/SM 104/20	Page 54 of 174
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	the whole finished with minimum 3mm and maximum 6mm thick coat of "Rhinolite" gypsum skim plaster trowelled to a smooth polished finish all in accordance with the manufacturer's instructions:												
2	Ceilings including 75 x 50mm sawn softwood												
	BILL NO.8 : METALWORK (AS PER BOQ)												
	PRESSED STEEL DOOR FRAMES												
	1,2mm Double rebated frames suitable for half brick walls:												
1	Frame for door 813 x 2032mm high.												
2	Frame for door 877 x 2032mm high.												
	ALUMINIUM WINDOWS & DOORS (CPAP Work Group No 140)												
	Anodised aluminium windows glazed with 3mm single safety glass SABS approved and plugged to brickwork or concrete or similar approved:												
	STEEL HANDRAILS, BALUSTRADES, ETC												
	Mild steel balustrading formed with 43mm diameter x 3mm thick stanchions at 1500mm centres, 33 diameter x 2,5mm thick top and bottom rails, filled with 15mm diameter vertical												

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	SOIL DRAINAGE (CPAP Work Group No 146)												
	uPVC pipes:												
1	110mm Pipes laid in and including trenches not exceeding 1m deep for required piping and toilets.												
3	Rodding eyes.												
5	Half round eaves gutters.												
6	Extra over eaves gutter for stopped end.												
7	Rainwater pipes.												
8	Extra over rainwater pipe for bend.												
9	Extra over rainwater pipe for shoe.												
10	Mirrors for client approval.												
11	Toilet roll holders for client approval.												
12	Bathroom vanities for client approval.												
13	Shower cubicle complete.												
14	Shower rose for clients approval.												
15	Shower lever for clients approval.												
13	Cold water supplies builders work complete.												
14	Hot water supplies builders work complete.												
	SANITARY FITTINGS												
15	Vaal Sanitaryware 'Dutton' universal seat white thermoset												



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	16plastic toilet seat (Code: 8523Z000), fixed in accordance with the manufacturer's recommendations.										
16	Vaal Sanitaryware 'Amber' classic vitreous china wall hung basin colour White (Code: 700303WH), overall size 510 x 440 x 195mm with one taphole including intergrated overflow and chainstay hole and chrome plated basin waste (Code: 8794Z000), bolted to wall with 2 No. 10mm bolts (Code: 8448Z000) and sealed with silicone sealant where basin meets wall.										
17	Vaal Sanitaryware side wall brushed stainless steel grab rails (Code: 8939Z000), plugged and screwed to the wall with stainless steel screw.										
18	Vaal Sanitaryware 'Pearl' paraplegic vitreous china floor mounted paraplegic washdown suite including grab rails colour White (Code: 730103WH), comprising semi close couple 90 degrees outlet open rim washdown pan and matching 9 litre cistern complete with lid, fitments and purpose made side-flush lever and two rails (Code: 7300LPWH)										
19	Vaal Sanitaryware vitreous china pan with P trap complete and flushing valve and matching flush pipe complete or similar										



	approved.												
19	Long lever mixer for wash hand basin for disabled toilet.												
20	Mixer for wash hand basin.												
	BILL NO.12 : PAINTWORK (AS PER BOQ)												
	ON FLOATED PLASTER												
	Prepare and brush to remove all loose contaminants, apply one coat 'Dulux Duraseal Alkali Resistant Primer' and two coats 'Dulux Wash 'n Wear Silk' pure acrylic paint or similar approved to Architect/Principal Agents specification:												
1	On interior walls.												
	Prepare and brush to remove all loose contaminants, apply one coat 'Dulux Duraseal Alkali Resistant Primer' and two coats 'Dulux Wallguard' pure acrylic suede finish paint or similar approved to Architect/Principal Agents specification:												
2	On exterior columns.												
	Spot priming defects in pre-primed surfaces with zinc chromate primer and applying one universal undercoat and two coats non drip high gloss alkyl enamel paint on steel:												
3	On door frames.												
	Apply 2 coats super acrylic white paint, allow 2 hours drying time between coats or similar												



	approved to Architect/Principal Agents specification:										
5	On ceilings and cornices.										
	Remove any loose and flaking residue by means of wire brushing, sand down, wash with 'Polycell Sugar Soap' or weak spirits of salts, rinse and apply three coats 'Plascon Woodcare Woodcoat Polyurethane' X33 gloss clear varnish on existing varnished surfaces:										
6	On interior doors.										
	Apply one coat oil wood primer, apply one universal undercoat and apply two coats varnish.										
7	On skirtings, rails, etc not exceeding 300mm girth.										
	ON CONCRETE										
	Apply 1 coat primer and 2 coats external quality acrylic paint wood colour or similar approved:										
									(C20) Total tender value		
									(C21) Total Exempt imported content		
SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION									(C22) Total Tender value net of exempt imported content		
									(C23) Total Imported content		
									(C24) Total local content		
DATE									(C25) Average local content % of tender		

Attach additional pages if more space is required



ANNEXURE D

SATS 1286.2011

Imported Content Declaration – Supporting Schedule to Annexure C

(D1)	Tender No.				
(D2)	Tender Description				
(D3)	Designated product(s)				
(D4)	Tender Authority				
(D5)	Tendering Entity's Name				
(D6)	Tender Exchange Rate	Currency		Rate	

NOTE: VAT to be excluded from all calculations

A. Exempted imported content				Calculation of imported content					
Tender item no's	Description of imported content	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

(D19) Total exempt imported value

Summary	
Tender Quantity	Exempted imported value
(D17)	(D18)
(D19) Total exempt imported value	
This total must correspond with Annex C – C21	

B. Imported directly by the Tenderer				Calculation of imported content					
Tender item no's	Description of imported content	Unit of measure	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)

(D32) Total imported value by tenderer

Summary	
Tender Quantity	Total imported value
(D30)	(D31)
(D32) Total imported value by tenderer	



ANNEXURE D - Continued

SATS 1286.2011

Imported Content Declaration – Supporting Schedule to Annexure C

NOTE: VAT to be excluded from all calculations

C. Imported by a 3 rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3 rd party											

D. Other foreign currency payments			Calculation of foreign currency payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender rate of exchange
(D46)	(D47)	(D48)	(D49)	(D50)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total o imported content and foreign currency payments – (D32), (D45) and (D52) above

Summary of Payments
Local value of payments
(D51)

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

This total must correspond with Annex C – (C23)

DATE



ANNEX E	SATS 1286.2011
Local content Declaration – Summary Schedule	

(E1) Tender No.		NOTE: VAT to be excluded from all calculations
(E2) Tender Description		
(E3) Designated product(s)		
(E4) Tender Authority		
(E5) Tendering Entity's Name		

LOCAL PRODUCTS (Goods, Services and Works)		
Description of items purchased	Local suppliers	Value
(E6)	(E7)	(E8)
(E9) Total local products (Goods, service and works)		

(E10) Manpower costs (Tenderer's own manpower cost)

(E11) Factory overheads (Rental, depreciation & amortization, utility costs, consumables, etc.)

(E12) Administration overheads and mark-up (Marketing, insurance, financing interest, etc.)

(E13) Total local content

This total must correspond with Annex C – C24

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE



12. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities 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 rejected if that bidder, or any of its directors have:
 - 3.1. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - 3.2. been convicted for fraud or corruption during the past five years;
 - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	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)? <i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
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 of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No



4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.5.1	If so, furnish particulars:		

5. CERTIFICATION

I, the undersigned (full name), _____, certify that the information furnished on this declaration form 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:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



13. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids 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).⁴ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD 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 (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

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

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:
 - 5.1. has been requested to submit a bid in response to this bid invitation;

⁴ 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.



- 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- 5.3. 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 consortium⁵ 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:
 - 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. 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.
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:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

⁵ 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.



14. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Stellenbosch Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach certified copy (ies) of ID document(s) and Municipal Accounts
If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Signature	Position	Date



15. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

Stellenbosch Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

Contractor's registration number with the office of the Compensation Commissioner:

NOTE:

A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



16. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____
 of (registered address of Company) _____
 a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____
 _____ in his capacity as (Designation) _____
 of the Contractor, is duly authorised hereto by a resolution dated _____ /20____,
 to sign on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated _____ / 20____,
 with the Municipality who require this indemnity from the Contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



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PART B – SPECIAL CONDITIONS OF CONTRACT, SPECIFICATIONS AND PRICING SCHEDULE



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17. FORM OF PERFORMANCE GUARANTEE

PERFORMANCE GUARANTEE

For use with the Joint Building Contracts Committee Edition 6.2 2018.

GUARANTEE DETAILS AND DEFINITIONS

“Guarantor” mean:
 “Physical address”:
 “Employer” means: Stellenbosch municipality
 “Contractor” means:
 “Employer’s Agent “means:
 “Works” means: Contract No. B/SM 104/20: Mont Rochelle Gatehouse Upgrade
 “Site” means: The site defined in Clause 1.1.1.29 of the Joint Building Contracts Committee.
 “Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.
 “Contract Sum” means: The accepted amount inclusive of tax of R.....
 Amount in words:
 “Guaranteed SUM” MEANS: The maximum aggregate amount of R.....
 Amount in words:
 “Expiry Date” means: The date of issue by the Employer’s Agent of the Certificate of Completion of the Works.

CONTRACT DETAILS

Employer’s Agent issues: Interim Payment Certificates, Final payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

Performance

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer’s Agent and /or the Employer shall advise the Guarantor in writing of the date on which the Certificates of Completion of the works has been issued.
3. The Guarantor hereby acknowledges that:

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



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- 3.1. Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
- 3.2. Its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of Seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay the Employer to the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1. The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2. A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3. The Aforesaid written demand is accompanied by a copy of the notice of termination and / or the provisional / final sequestration and /or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the of the first written demand to the Guarantor.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



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9. The Employer shall have the absolute right to change affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from the Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purpose of obtaining a court order.
13. Where this Performance Guarantee is issued in the Republic of south Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



18. PRE-QUALIFICATION SCORE SHEET

*** Proof of Contactable References is required, as indicated below, and must accompany each proposal.**

Minimum requirements

Bidders should provide full detail of at least 3 projects of similar size and nature that were successfully completed during the past 5 years. Failure to provide such information may invalidate his/her offer.

Proof of current valid registration must be provided. Failure to provide such proof shall invalidate his/her quotation.

SIGNATURE (Bidder)		FOR OFFICE USE ONLY:	
CAPACITY		Evaluated by	
NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	



19. OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE STELLENBOSCH MUNICIPALITY (HEREINAFTER CALLED THE “EMPLOYER”) AND

.....;

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I,, representing

....., as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of the OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed at on the day of 20

Witness

Signed at on the day of 20

 Witness

 for and on behalf of
 Stellenbosch Municipality

20. CONTRACT OF TEMPORARY EMPLOYMENT AS COMMUNITY LIAISON OFFICER



Construction Contract No,:

PROJECT

Agreement made between the CONTRACTOR

And the Community Liaison Officer

Hereafter referred to as the CLO, for the appointment and employment of a CLO for the duration of the work in respect of the above names construction contract.

1. THE PARTIES HAVE AGREED THAT

The CLO will be employed by the CONTRACTOR on a temporary basis for the duration of the work from the date of signing this agreement to the date of practical completion as defined in the Contract, subject to all the conditions set out below.

2. THE DUTIES OF THE COMMUNITY LIAISON OFFICER SHALL BE:

1. To keep the community informed on the progress of the project;
2. To keep the Contractor informed on relevant community affairs and possible grievances;
3. To manage the recruitment of workers from the Sub-Council Job-Seekers Database;
4. To assist the Contractor's supervisory staff in the management of the workers.

3. THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the Community shall apply equally to the CLO, except that the rate of remuneration shall be R..... per working day. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

3.1. If required to work on a statutory public holiday or Sunday, the payment will be double the amount stated in the previous paragraph.

3.2. Maximum hours of work:

- 3.2.1. 9 ¼ hours per day
- 3.2.2. 45 hours per week;
- 3.2.3. 5 days per week;
- 3.2.4. 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
- 3.2.5. A spread-over period of 12 hours.

3.3. The CLO shall be entitled to payment where he is prevented from working by reason which are within the control of the Contractor.

3.4. On days when it is raining the Contractor may, before 9a.m decide not to open the site and there will be no pay.

If the Contractor closes the site between 9a.m and 1p.m the CLO will be paid half the daily wage.

If the site works later than 1p.m the CLO will be paid the full daily wage.

3.5. Workers and the CLO will not be permitted to work under conditions of:

- 3.5.1. Undisciplined or unruly behavior;
- 3.5.2. Insubordination to Team Leader, Supervisors or Management;
- 3.5.3. Abuse of intoxication substances;
- 3.5.4. Criminal actions by the employee;
- 3.5.5. Strike action or political stay-aways.

3.6. Workers and the CLO will not be permitted to work under conditions of:

- 3.6.1. Undisciplined or unruly behavior;



- 3.6.2. Insubordination to Team Leader, Supervisor or Management;
- 3.6.3. Abuse of intoxicating substance;
- 3.6.4. Willful or neglect damage to or loss of machines or equipment.

The Contractor shall ensure that he has statements from at least two witnesses concerning any of the above situations.

The Contractor shall inform the CLO within 24hrs of any warning issues to worker employed front the Job-Seekers Database.

3.7. The CLO WILL BE PAID ON Friday afternoon every two weeks, one week in arrears.

3.8. The CLO shall be given a statement with each payment on which is recorded:

- 3.8.1. The name of the Contractor;
- 3.8.2. The CLO's name;
- 3.8.3. The number of days worked by the CLO;
- 3.8.4. The rate per day;
- 3.8.5. The details of any deductions made;
- 3.8.6. The actual amount paid to the CLO.

3.9. No deduction shall be made from the remuneration except where the CLO consents in writing or unless the Contractor is permitted or required to do so by law or the order of any competent court.

3.10. The CLO shall be supplied free of charge with all health and safety equipment required by the Occupation Health and Safety Act. The equipment shall remain the property of the Contractor.

3.11. The contractor must give the CLO at least one week's notice of the termination of the Contract of Temporary Employment. If this is not done, the CLO must be paid earnings for five days. This condition does not apply if the CLO is dismissed.

3.12. At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service recording the Contractor's name, the CLO's name and address, the period of service, the type of work on which the CLO was engaged and the rate of remuneration on termination.

4. TERMINATION OF AGREEMENT

4.1. If the CLO can no longer perform and execute his/her duties as detailed in this agreement, this agreement will be terminated without prejudice to any rights under this agreement.

5. THE CONDITIONS OF THIS AGREEMENT

5.1. The parties expressly declare that this agreement contains all the conditions negotiated between them, and no condition or stipulation not contained herein shall be binding upon the parties.

6. THUS AGREED AND SIGNED BY THE PARTIES:

Contractor:

Community Liaison Officer:

Date:



21. SPECIFICATIONS

The following minimum specifications are applicable and must be complied with.

NB: Service providers are required to read and study the specifications. Its general conditions of contract, as well as the instructions to them very carefully before submitting their offers.

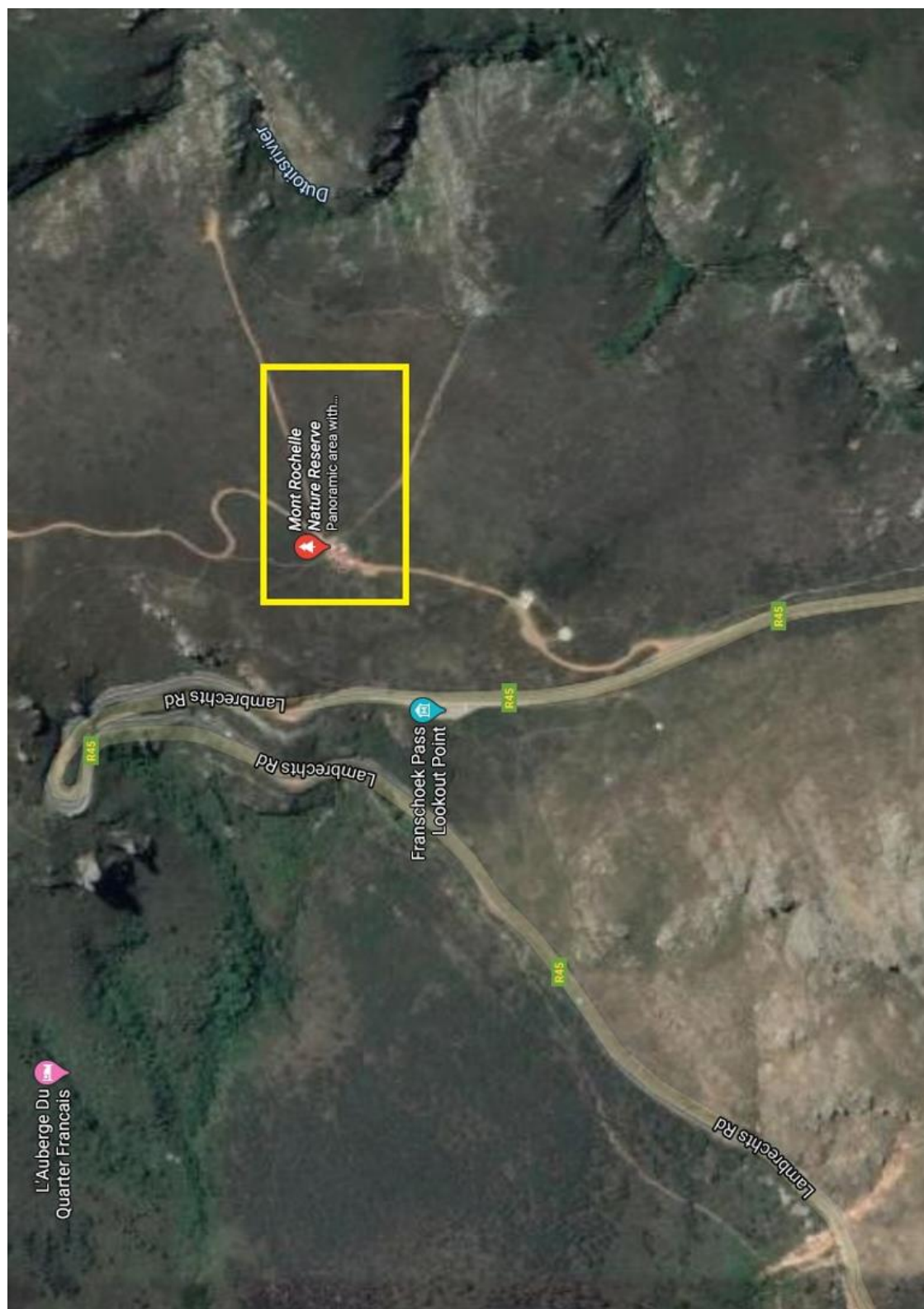
All tenders received will be evaluated in terms of the Municipality Supply Chain Management Regulations, PPPFA, the Stellenbosch Municipality Supply Chain Management Policy and relevant specifications.

1. PURPOSE

The purpose of this memorandum is to provide Supply Chain Management with specifications for the appointment of a contractor through a competitive bidding (tender) process for the proposed upgrade of the Mont Rochelle Nature Reserve entrance.

2. BACKGROUND

Mont Rochelle Nature Reserve (NR), situated within Stellenbosch Municipality at the top of the Franschhoek Pass 3km east from the town of Franschhoek on the R45, was proclaimed a Local Nature Reserve in 1982 in terms of the Provincial Notice 671/1982. Mont Rochelle Nature Reserve consists of an area of approximately 1700 ha which mainly comprises of Farm No. 23, property of Stellenbosch Municipality.





2.1. Access to Mont Rochelle NR and the proposed project

Access to the Mont Rochelle NR is currently gained through a steel gate located ± 350 meters from the R45. The gate is manned with a guard stationed in a $\pm 18\text{m}^2$ gatehouse that comprises a one room structure fitted with a toilet. Visitors to the area park in a cleared gravel area. The Department: Community Services intend to upgrade the above facilities to better define the entrance to the Mont Rochelle NR. The proposed upgrade will consist of the following:

- a) Compacting of the existing parking area with eco-friendly surface material
- b) Demarcating parking bays
- c) Improved entrance gate with signage
- d) Stone cladded wall both sides of the entrance gate
- e) Expanded gatehouse with toilet, food-preparation facilities and sleep area.



22. SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we **presently** own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.			
QUANTITY	DESCRIPTION	SIZE	CAPACITY

Attach additional pages if more space is required.

DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED, ORE ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED.			
QUANTITY	DESCRIPTION,	SIZE	CAPACITY

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule <i>(If nil, enter NIL)</i>		
SIGNATURE		NAME (PRINT)
CAPACITY		DATE
NAME OF FIRM		



23. SCHEDULE OF SUBCONTRACTORS

I/we the tenderer, notify the Stellenbosch Municipality that it is our intention to employ the following Subcontractors for work in this contract.

SUBCONTRACTORS				
Category / Type	Subcontractor Name; Address; Contact Person; Tel. No.		Items of work (pay items) to be undertaken by the Subcontractor	Estimated cost of Work (Rand)
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			
5.	Name of firm			
	Contact person			
	Tel No			
	Address			
Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)				

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



24. SCHEDULE OF EXPERIENCE – CURRENT CONTRACTS

CURRENT CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
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Name		Name				
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Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



25. SCHEDULE OF EXPERIENCE – COMPLETED CONTRACTS

The following is a statement of similar work successfully executed by myself / ourselves:

COMPLETED CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



26. CERTIFICATE OF REGISTRATION WITH CIDB

CIDB Contractor Registration Certificate

A Certificate of Contractors Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this schedule.

Where a tenderer satisfies CIDB Contractor Grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)		
CRS Number:		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



27. FORM OF ACCEPTANCE

NOTE:

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
2. NO correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
3. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

I / We _____

(full name of Bidder) the undersigned in my capacity as _____

of the firm _____

hereby offer to Stellenbosch Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Stellenbosch Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

	INDICATE WITH AN 'X'									
	YES					NO				
Are you/is the firm a registered VAT Vendor										
If "YES", please provide VAT number										

1. OFFER

- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **B/SM 104/20**
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide the Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Employer under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:	
In Figures:	
In Words:	

1.4. This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender data, whereupon the Tenderer becomes the party names as the Contractor in the conditions of contract identified in the Contract Data

Signatures(s)		
Name(s):		
Capacity:		
For The Employer:	Stellenbosch Municipality, Plein Street, Stellenbosch	
Name of witness		Date:
Signature of witness:		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of the tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any change or addition to the tender documents arising from the above agreements and recorded here, shall be incorporated into the final draft of the Contract.

1 Subject

Details

.....
.....
.....

2 Subject

Details

.....
.....
.....

3 Subject

Details

.....
.....
.....

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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For the Tenderer:

Signature(s):

Names(s):

Capacity:

(Name of organization/tenderer)

(Address of organization/tenderer)

Name and
signature
of witness

.....

Date

.....

For the Employer:

Signature(s):

Names(s):

Capacity:

(Name and
address of
organization)

STELLENBOSCH MUNICIPALITY
Town House Complex,
Plein Street
Stellenbosch

(Name and
signature
of witness

.....

Date

.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



Confirmation of Receipt

The tenderer, (now contractor), identified in the offer part of this agreement hereby confirms receipt from the employer, identified in the acceptance part of this agreement, of one fully completed original copy of this agreement, including the schedule of deviations (if any) today:

the (day)
of (month)
20.....(year)
At (place)

For the Contractor:

Signature(s):
Names(s):
Capacity:

Signature and name of witness:

Signature(s):
Names(s):

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



28. PRICING SCHEDULE

NOTE:

4. Only firm prices will be accepted. Non-firm prices will not be considered.
5. All delivery costs MUST be included in the bid price, for delivery at the prescribed destination.
6. Document MUST be completed in non-erasable black ink.
7. NO correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
8. The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a.

I / We _____

(full name of Bidder) the undersigned in my capacity as _____

of the firm _____

hereby offer to Stellenbosch Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Stellenbosch Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

	INDICATE WITH AN 'X'							
Are you/is the firm a registered VAT Vendor	YES				NO			
If "YES", please provide VAT number								

Please note the following:

1. Stellenbosch Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.
2. Only firm prices will be accepted and non-firm prices will not be considered.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



PRICING SCHEDULE:

Item	Description	Uom	Quantity	Rate	Amount	Total
	SECTION NO. 1 : PRELIMINARIES					
	BILL NO.1 : PRELIMINARIES					
	BUILDING AGREEMENT AND PRELIMINARIES					
	The JBCC Principal Building Agreement (March 2014 Edition 6.1) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described.					
	The JBCC Principal Building Agreement contract data form an integral part of this agreement.					
	The ASAQS Preliminaries (March 2014 edition) published by the Association of South African Quantity Surveyors for use with the JBCC Principal Building Agreement shall be deemed to be incorporated in these bills of quantities.					

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	The contractor is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause.					
	The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this agreement such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents.					
	Where any item is not relevant to this agreement such item is marked N/A (signifying 'not applicable').					
	PREAMBLES FOR TRADES					
	The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no					

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NAME OF FIRM			



	claims arising from brevity of description of items fully described in the said Model Preambles will be entertained.					
	Supplementary preambles are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the Model Preambles.					
	The contractor's prices for all items throughout these bills of quantities shall take account of and include for all of the obligations, requirements and specifications given in the Model Preambles and in any supplementary preambles.					
	PRICING OF PRELIMINARIES					
	Should the contractor select Option A in terms of clause 26.9.4 of the contract data for the purpose of adjustment of these preliminaries, the amount entered into the amount column in these preliminaries is to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time					

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NAME OF FIRM			



	related (T).					
	SECTION A: PRINCIPAL BUILDING AGREEMENT					
	Interpretation (A1-A7)					
1	Clause 1.0 - Definitions and interpretation					
	Pricing of bills of quantities					
	The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes, imposts, establishment charges, overheads, profit and all other obligations arising out of the agreement.					
	Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for					

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NAME OF FIRM			



	any extras arising out of the contractor's omission to price any item will be entertained.					
	Prices for all plant, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary.					
	Legal status of contractor.					
	If the contractor constitutes a joint venture consortium or other unincorporated grouping of two or more persons then:					
	1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement.					
	2. These persons shall notify the employer of their leader who has authority to bind the contractor and each of these persons.					
	3. The contractor shall not alter its composition or legal status without the prior written consent of the employer.	Item	1,00		0,00	
2	Clause 2.0 - Law, regulations and notices					
	Health and safety					

SIGNATURE		NAME (PRINT)	
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	Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall prepare a documented health and safety specification for the works (refer to Annexure B for a copy of the relevant specification) and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works . The contractor shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification [2.1]					
	The contractor shall:					
	1. Comply with the health and safety specification for the works					
	2. Prepare and agree with the health and safety consultant the health and safety plan for the works					
	3. Co-operate with the health and safety consultant in all respects					
	4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification					

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NAME OF FIRM			



	5. Conform to the conditions contained in the employer's safety specification					
	NHBRC levies					
	The employer shall allow for and pay any levies required by the National Home Builders Registration Council (NHBRC). The contractor warrants that he is registered and will maintain registration with the NHBRC for the duration of this agreement [2.1]					
		Item	1,00			
3	Clause 3.0 - Offer and acceptance	Item	1,00			
4	Clause 4.0 - Assignment and cession	Item	1,00			
5	Clause 5.0 - Contract documents					
	Value Added Tax					
	Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT)					
	Contract drawings					
	Refer to Section C4.1 - Site Information for a list of the contract drawings [5.1]					
	Priced document as specification					
	The principal agent shall decide which portion of the priced document may be used as a specification of materials and goods or					

SIGNATURE		NAME (PRINT)	
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NAME OF FIRM			



	methods, if any [5.3]					
	Electronic issue of drawings					
	All drawings for this project will be issued electronically and the contractor shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [5.5]	Item	1,00			
6	Clause 6.0 - Employer's agents					
	Delegated authority					
	The authority of the principal agent to perform duties for specific aspects of the works is delegated to the agents as follows [6.2].	Item	1,00			
	1. Architect					
	The architect is responsible for the architectural design, functional design and quality inspection. Without derogating from the generality thereof the architect will perform the following specific functions and duties:					
	1.1 Give opinion on aspects of the works which are not in accordance with the agreement					
	1.2 Supply the specified number of drawings					
	1.3 Issue instructions if bills of quantities is to be used as a specification					

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



	1.4 Be responsible for primary co-ordination of design elements					
	1.5 Receive through the contractor and accept design documentation undertaken by subcontractors					
	1.6 Issue instructions to the contractor regarding:					
	1.6.1 Alteration to design, quality or quantity of the works provided that such instructions shall not substantially change the scope of the works					
	1.6.2 Removal of any materials and goods from the site and the substitution of any materials and goods therefor					
	1.6.3 Removal or re-execution of any work					
	1.6.4 Opening up of work for inspection					
	1.6.5 Testing of work and materials and goods					
	1.6.6 Protection of the works					
	1.6.7 Making good physical loss and repairing damage to the works					
	1.6.8 Lists for practical completion and final completion					
	1.6.9 Compliance with Acts of Parliament, regulations and bylaws					
	1.7 Witness the handing over to the contractor of pegs, beacons and datum levels					

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
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	1.8 Define levels and provide the contractor with the necessary information to set out the works					
	1.9 Acceptance of design by subcontractors					
	1.10 Inspect the works from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion					
	1.11 Inspect the works for practical completion					
	1.12 Issue the list for practical completion and re-inspect upon request of the contractor					
	1.13 Issue the certificate of practical completion					
	1.14 Inspect the works at the end of the defects liability period					
	1.15 Issue the list for final completion and re-inspect upon request of the contractor					
	1.16 Issue the certificate of final completion					
	2. Quantity surveyor					
	The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions. Without derogating from the generality thereof, the quantity surveyor will perform the following specific functions and duties:					

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	2.1 Consult with the contractor in correction of rates or errors and discrepancies					
	2.2 Complete the contract data					
	2.3 Supply the specified number of unpriced bills of quantities					
	2.4 Identify in the contract data any changes to the standard JBCC documentation and determine any loss and expense to the contractor caused by non-disclosure thereof					
	2.5 Deal with amounts paid by the contractor to authorities having jurisdiction over the works					
	2.6 Measure and value the making good of physical loss or damage					
	2.7 Issue instructions to the contractor regarding:					
	2.7.1 Rectification of discrepancies and errors in description or omissions in contract documents					
	2.7.2 Furnishing proof of payment to subcontractors					
	2.7.3 Budgetary allowances and work executed by the contractor					
	2.7.4 Contingency and other monetary provisions included in the contract sum					
	2.8 Prepare nominated and/or selected subcontract tender documents					

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	2.9 Receive proof from the contractor that the contractor's payment obligations have been met in respect of subcontractors					
	2.10 Act on employer's instructions to pay subcontractors directly					
	2.11 Adjustment of the contract value in respect of a revision to the date of practical completion					
	2.12 Calculate penalties for non-completion upon receipt of the relevant information from the principal agent					
	2.13 Valuation of payment claims for payment certificates					
	2.14 Calculate default and compensatory interest (if any) due to the parties					
	2.15 With each valuation for payment, issue:					
	2.15.1 A statement to the contractor and each subcontractor showing the amount certified for the relevant subcontractor.					
	2.15.2 A statement to the employer and contractor showing the total amount certified.					
	2.15.3 A recovery statement					
	2.16 Determine the value of adjustments to the contract value					
	2.17 Receive from the contractor details of expense and loss claims and assess such claims.					

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	2.18 Prepare the final account and submit to the contractor					
	3. Civil and structural engineer					
	The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality inspection. Without derogating from the generality thereof, the civil and structural engineer will perform the following specific functions and duties in respect of the civil and structural engineering aspects of the works :					
	3.1 Give opinion on aspects of the works which are not in accordance with the agreement					
	3.2 Supply the specified number of drawings					
	3.3 Issue instructions if bills of quantities is to be used as a specification					
	3.4 Receive and accept design documentation undertaken by subcontractors					
	3.5 Issue instructions to the contractor regarding:					
	3.5.1 Alteration to design, quality or quantity of the works provided that such instructions shall not substantially change the scope of the works					
	3.5.2 Removal of any materials and goods from the site and the					

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	substitution of any materials and goods therefor					
	3.5.3 Removal or re-execution of any work					
	3.5.4 Opening up of work for inspection					
	3.5.5 Testing of work and materials and goods					
	3.5.6 Protection of the works					
	3.5.7 Making good physical loss and repairing damage to the works					
	3.5.8 Compliance with Acts of Parliament, regulations and bylaws					
	3.6 Define levels and provide the contractor with the necessary information to set out the works.					
	3.7 Acceptance of design by subcontractors					
	3.8 Inspect the works from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion					
	3.9 Inspect the works for practical completion					
	3.10 Issue the list for practical completion and re-inspect upon request of the contractor					
	3.11 Inspect the works at the end of the defects liability period					
	3.12 Issue the list for final completion and re-inspect upon request of the contractor					
	4. NOT APPLICABLE					

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	The mechanical engineer is responsible for all the aspects of mechanical engineering design and quality inspection and, where appointed by the employer for quantity surveying services in respect of the mechanical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions. Without derogating from the generality thereof the mechanical engineer will perform the following specific functions and duties in respect of the mechanical engineering aspects of the works :					
	4.1 Give opinion on aspects of the works which are not in accordance with the agreement					
	4.2 Supply the specified number of drawings					
	4.3 Issue instructions if bills of quantities is to be used as a specification					
	4.4 Receive and accept design documentation undertaken by subcontractors					
	4.5 Issue instructions to the contractor regarding:					
	4.5.1 Alteration to design, quality or quantity of the works provided that such instructions shall not substantially change the scope of the works					

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	4.5.2 Removal of any materials and goods from the site and the substitution of any materials and goods therefor					
	4.5.3 Removal or re-execution of any work					
	4.5.4 Opening up of work for inspection					
	4.5.5 Testing of work and materials and goods					
	4.5.6 Protection of the works					
	4.5.7 Making good physical loss and repairing damage to the works					
	4.5.8 Compliance with Acts of Parliament, regulations and bylaws					
	4.6 Provide the contractor with the necessary information to set out the works					
	4.7 Acceptance of design by subcontractors					
	4.8 Inspect the works from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion					
	4.9 Inspect the works for practical completion					
	4.10 Issue the list for practical completion and re-inspect upon request of the contractor					
	4.11 Inspect the works at the end of the defects liability period					
	4.12 Issue the list for final completion and re-inspect upon request of the					

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	contractor					
	5. Electrical engineer					
	The electrical engineer is responsible for all aspects of electrical engineering design and quality inspection and, where appointed by the employer for quantity surveying services in respect of the electrical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions. Without derogating from the generality thereof the electrical engineer will perform the following specific functions and duties in respect of the electrical engineering aspects of the works :					
	5.1 Give opinion of aspects of the works which are not in accordance with the agreement					
	5.2 Supply the specified number of drawings					
	5.3 Issue instructions if bills of quantities is to be used as a specification					
	5.4 Receive and accept design documentation undertaken by subcontractors					
	5.5 Issue instructions to the contractor regarding:					
	5.5.1 Alteration to design, quality or quantity of the works provided that such					

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	instructions shall not substantially change the scope of the works					
	5.5.2 Removal of any materials and goods from the site and the substitution of any materials and goods therefor					
	5.5.3 Removal or re-execution of any work					
	5.5.4 Opening up of work for inspection					
	5.5.5 Testing of work and materials and goods					
	5.5.6 Protection of the works					
	5.5.7 Making good physical loss and repairing damage to the works					
	5.5.8 Compliance with Acts of Parliament, regulations and bylaws					
	5.6 Provide the contractor with the necessary information to set out the works					
	5.7 Acceptance of design by subcontractors					
	5.8 Inspect the works from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion					
	5.9 Inspect the works for practical completion					
	5.10 Issue the list for practical completion and re-inspect upon request of the contractor					
	5.11 Inspect the works at the end of the defects liability period					

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	5.12 Issue the list for final completion and re-inspect upon request of the contractor					
	5.13 Quantity surveying functions and duties:					
	5.13.1 Consult with the contractor and/or subcontractors in correction of rates or errors and discrepancies					
	5.13.2 Supply the specified number of unpriced bills of quantities					
	5.13.3 Deal with amounts paid by the contractor and/or subcontractors to authorities having jurisdiction over the works					
	5.13.4 Measure and value the making good of physical loss or damage					
	5.13.5 Issue instructions to the contractor regarding:					
	1 Rectification of discrepancies and errors in description or omissions in contract documents					
	2 Furnishing proof of payment to subcontractors					
	3 Budgetary allowances and work executed by the contractor and/or subcontractors					
	4 Contingency and other monetary provisions included in the contract sum					
	5.13.6 Prepare nominated and/or selected subcontract tender documents					
	5.13.7 Valuation of payment claims for					

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	payment certificates					
	5.13.8 Determine the value of adjustments to the contract value					
	5.13.9 Receive from the contractor and/or subcontractors details of expense and loss claims and assess such claims					
	5.13.10 Prepare the final account and submit to the contractor and/or subcontractors as the case may be					
	6. Wet services engineer					
	The wet services engineer is responsible for all the aspects of wet services engineering design and quality inspection. Without derogating from the generality thereof the wet services engineer will perform the following specific functions and duties in respect of the wet services aspects of the works :					
	6.1 Give opinion on aspects of the works which are not in accordance with the agreement					
	6.2 Supply the specified number of drawings					
	6.3 Issue instructions if bills of quantities is to be used as specification					
	6.4 Receive and accept design documentation undertaken by subcontractors					
	6.5 Issue instructions to the contractor regarding:					

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	6.5.1 Alteration to design, quality or quantity of the works provided that such instructions shall not substantially change the scope of the works					
	6.5.2 Removal of any materials and goods from the site and the substitution of any materials and goods therefor					
	6.5.3 Removal or re-execution of any work					
	6.5.4 Opening up of work for inspection					
	6.5.5 Testing of work and materials and goods					
	6.5.6 Protection of the works					
	6.5.7 Making good physical loss and repairing damage to the works					
	6.5.8 Compliance with Acts of Parliament, regulations and bylaws					
	6.6 Provide the contractor with the necessary information to set out the works					
	6.7 Acceptance of design by subcontractors					
	6.8 Inspect the works from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion					
	6.9 Inspect the works for practical completion					
	6.10 Issue the list for practical completion and re-inspect upon request of					

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	the contractor					
	6.11 Inspect the works at the end of the defects liability period					
	6.12 Issue the list for final completion and re-inspect upon request of the contractor					
	7. Fire consultant					
	The fire consultant is responsible for all the aspects of rational fire design and quality inspection. Without derogating from the generality thereof the fire consultant will perform the following specific functions and duties in respect of the rational fire design aspects of the works:					
	7.1 Give opinion on aspects of the works which are not in accordance with the agreement					
	7.2 Supply the specified number of drawings					
	7.3 Issue instructions if bills of quantities is to be used as specification					
	7.4 Receive and accept design documentation undertaken by subcontractors					
	7.5 Issue instructions to the contractor regarding:					
	7.5.1 Alteration to design, quality or quantity of the works provided that such instructions shall not substantially change the scope of the works					

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	7.5.2 Removal of any materials and goods from the site and the substitution of any materials and goods therefor					
	7.5.3 Removal or re-execution of any work					
	7.5.4 Opening up of work for inspection					
	7.5.5 Testing of work and materials and goods					
	7.5.6 Protection of the works					
	7.5.7 Making good physical loss and repairing damage to the works					
	7.5.8 Compliance with Acts of Parliament, regulations and bylaws					
	7.6 Provide the contractor with the necessary information to set out the works					
	7.7 Acceptance of design by subcontractors					
	7.8 Inspect the works from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion					
	7.9 Inspect the works for practical completion					
	7.10 Issue the list for practical completion and re-inspect upon request of the contractor					
	7.11 Inspect the works at the end of the defects liability period					
	7.12 Issue the list for final completion and re-inspect upon request of the					

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	contractor					
	8. Health and safety consultant					
	The health and safety consultant is responsible for all aspects of health and safety. Without derogating from the generality thereof, the health and safety consultant will perform the following specific functions and duties in respect of the health and safety aspects of the works :					
	8.1 Act as the client's (employer's) agent in terms of Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993					
	8.2 Prepare and update the health and safety specification for the works					
	8.3 Agree with the contractor the health and safety plan for the works					
	8.4 Carry out regular audits to ensure adherence to the safety plan and compliance with the Act and Regulations					
7	Clause 7.0 - Design responsibility	Item	1,00			
	Insurance and security (A8-A11)					
8	Clause 8.0 - Works risk	Item	1,00			

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9	Clause 9.0 - Indemnities	Item	1,00			
10	Clause 10.0 - Insurances	Item	1,00			
11	Clause 11.0 - Security	Item	1,00			
	Execution (A12 - A17)					
12	Clause 12.0 - Duties of the parties					
	Clause 12.1.3 - Relevant Natural Features					
	Clause 12.1.3 - Known Services					
	Clause 12.2.15 - Enclosure of the works					
	Enclosure of the works					
	The contractor shall erect, maintain and remove at completion hoardings with gantries, fans, safety screens, barriers, access gates, covered gangways and the like as necessary for the enclosure of the works and elements thereof, all for the protection of the public and others [12.2.15]. A temporary diamond mesh security fence around the perimeter of the site have been measured in the bills of quantities					
	Clause 12.2.18 - Office accommodation					
	Office accommodation					
	The contractor shall erect, maintain and remove at completion air-conditioned office accommodation with suitable tables and chairs for meetings to be held on the site. Such offices					

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	shall be kept clean and fit for use at all times [12.2.18]					
	Clause 12.2.18 - Notice boards					
	Notice board					
	The contractor shall erect in a position approved by the principal agent, maintain and remove at completion a notice board as recommended by the South African Institute of Architects listing the names and logos of the employer, the contractor and the professional consultants. No subcontractor or supplier notice boards may be erected [12.2.18]					
	Geotechnical investigation report					
	Refer to Annexure A for the results of a geotechnical investigation report	Item	1,00			
13	Clause 13.0 - Setting out					
	Encroachments					
	The contractor shall notify the principal agent if any encroachment of adjoining foundations, buildings, structures, pavements, boundaries, services, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments [13.2.1]	Item	1,00			

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14	Clause 14.0 - Nominated subcontractors	Item	1,00			
15	Clause 15.0 - Selected subcontractors	Item	1,00			
16	Clause 16.0 - Direct contractors					
	Attendance on direct contractors					
	In respect of direct contractors the contractor shall:					
	1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials					
	2. Allow the use of personnel welfare facilities, where provided					
	3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation					
	4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc. provided by the contractor, in common with others having the like right while it remains erected on the site [16.1]	Item	1,00			
17	Clause 17.0 - Contract instructions					
	Site instructions					

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	Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor	Item	1,00			
	Completion (A18 - A24)					
18	Clause 18.0 - Interim completion	Item	1,00			
19	Clause 19.0 - Practical completion	Item	1,00			
20	Clause 20.0 - Sectional completion	Item	1,00			
21	Clause 21.0 - Defects liability period and final completion	Item	1,00			
22	Clause 22.0 - Latent defects liability period	Item	1,00			
23	Clause 23.0 - Revision of date for practical completion					
	Substitution of materials and goods					
	The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [17.1.8, 23.1 & 2]	Item	1,00			
24	Clause 24.0 - Penalty for	Item	1,00			

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	late or non-completion					
	Payment (A25 - A27)					
25	Clause 25.0 - Payment					
	Materials and goods stored off site					
	The inclusion of materials and goods stored off site in the amount authorised for payment shall not be allowed [25.3.2]					
	Fluctuations in costs					
	All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor [25.3.4]					
	Prices submitted					
	Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing.					
	Clause 25.7 is altered and replaced with the following:					

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	The employer shall pay the contractor the amount certified in an issued payment certificate within thirty (30) calendar days of the date for issue of the payment certificate [CD] including default and/or compensatory interest	Item	1,00			
26	Clause 26.0 - Adjustment of the contract value and final account					
	Cost of claims					
	All costs incurred by the contractor in the preparation of claims shall be borne by the contractor.					
	The contractor shall review, assess and adjudicate any claims received by him from any subcontractor and thereafter submit same to the principal agent with a recommendation to assist the principal agent in adjudicating the claim [26.6]	Item	1,00			
27	Clause 27.0 - Recovery of expense and/or loss	Item	1,00			
	Suspension and termination (A28 - A29)					
28	Clause 29.0 - Termination	Item	1,00			
29	Clause 28.0 - Suspension by the contractor	Item	1,00			
	Dispute resolution (A30)					
30	Agreement					

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	The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties	Item	1,00			
31	Clause 30.0 - Dispute resolution	Item	1,00			
32	Contract data					
	Before submission of his tender the contractor is to complete the tenderer's selection in the contract data.	Item	1,00			
	SECTION B: PRELIMINARIES					
	Interpretation (B1)					
33	Clause 1.1 - Definitions	Item	1,00			
34	Clause 1.2 - Interpretation	Item	1,00			
	Documents (B2)					
35	Clause 2.1 - Checking of documents	Item	1,00			
36	Clause 2.2 - Provisional bills of quantities	Item	1,00			
37	Clause 2.3 - Availability of construction information					
	Budgetary allowances and provisional sums					

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	The budgetary allowances and/or provisional sums allocated for subsequent trades included in this agreement will be separately procured, based on multiple procurement of subcontractors during the construction period	Item	1,00			
	Previous work and adjoining properties (B3)					
38	Clause 3.1 - Previous work - dimensional accuracy	Item	1,00			
39	Clause 3.2 - Previous work - defects	Item	1,00			
40	Clause 3.3 - Inspection of adjoining properties	Item	1,00			
	Samples, shop drawings and manufacturer's instructions (B4)					
41	Clause 4.1 - Samples of materials	Item	1,00			
42	Clause 4.2 - Workmanship samples	Item	1,00			
43	Clause 4.3 - Shop drawings	Item	1,00			
44	Clause 4.4 - Compliance with manufacturer's instructions	Item	1,00			
	Deposits and fees (B5)					
45	Clause 5.1 - Deposits and fees	Item	1,00			

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	Temporary services (B6)					
46	Clause 6.1 - Water	Item	1,00			
47	Clause 6.2 - Electricity	Item	1,00			
48	Clause 6.3 - Ablution and welfare facilities	Item	1,00			
49	Clause 6.4 - Communication facilities	Item	1,00			
	Prime cost amounts (B7)					
50	Clause 7.1 - Responsibility for prime cost amounts	Item	1,00			
	Attendance on subcontractors (B8)					
51	Clause 8.1 - General attendance	Item	1,00			
52	Clause 8.2 - Special Attendance	Item	1,00			
	General (B9)					
53	Clause 9.1 - Protection of the works	Item	1,00			
	Clause 9.2 - Protection/isolation of existing/sectionally occupied works					
54	Clause 9.3 - Security of the works	Item	1,00			
55	Clause 9.4 - Notice before covering work	Item	1,00			

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56	Clause 9.5 - Disturbance	Item	1,00			
57	Clause 9.6 - Environmental disturbance					
	Controlling all forms of pollution					
	The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc.					
	The contractor is to ensure that all roads which border the site and are used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works					
	Environmental management plan					
	The employer has prepared an environmental management plan (EMP) (Refer to Annexure B for a copy of the relevant plan). The contractor shall price opposite this item for compliance with all the requirements of such EMP	Item	1,00			
58	Clause 9.7 - Works cleaning and clearing	Item	1,00			
59	Clause 9.8 - Vermin	Item	1,00			
60	Clause 9.9 - Overhand work	Item	1,00			

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	Schedule (B10)					
61	Information for completion of schedule					
	Information necessary for elections and completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that no specific requirements are expected or that the clause is not relevant to this specific contract.					
	10.1 - Provisional bills of quantities [2.2]					
	The quantities are provisional: Yes					
	10.2 - Availability of construction information [2.3]					
	Construction documentation is complete: Yes					
	10.3 - Previous work - dimensional accuracy [3.1]					
	10.4 - Previous work - defects [3.2]					
	10.5 - Inspection of adjoining properties [3.3]					
	10.6 - Water [6.1]					
	Option A (by contractor): No					
	Option B (by employer - free of charge): No					
	Option C (by employer metered): Yes					
	10.7 - Electricity [6.2]					
	Option A (by contractor): No					

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	Option B (by employer - free of charge): No					
	Option C (by employer metered): Yes					
	10.8 - Ablution and welfare facilities [6.3]					
	Option A (by contractor): Yes					
	Option B (by employer): No					
	10.9 - Communication facilities [6.4]					
	10.10 - Protection of the works [9.1]					
	10.11 - Protection/isolation of existing/sectionally occupied works [9.2]					
	Protection/isolation is required: No					
	10.12 - Disturbance [9.5]					
	All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the construction period or contract value whatsoever.					
	10.13 - Environmental disturbance [9.6]	Item	1,00			
	SECTION C: SPECIFIC					

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	PRELIMINARIES					
62	Warranties for materials and workmanship					
	Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or doing the work and shall deliver same to the principal agent on the final completion of the contract.					
	The warranty shall state that workmanship, materials and installation are warranted for a specific 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 entity 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 execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor.	Item	1,00			
63	Overtime					

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	Should overtime be required to be worked for any reason whatsoever, the costs of such overtime is 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.	Item	1,00			
64	Overloading					
	The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works e.g. scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc., to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works overloading shall be made good by the contractor at his sole expense.	Item	1,00			
65	Propping of floors below					

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	The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor.	Item	1,00			
66	Testing of flat roof waterproofing for water tightness					
	Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the principal agent , flooded with water and kept 'ponded' for at least forty (40) hours as a test to ensure the water tightness of the waterproofing and before any further construction work is carried out above the waterproofing.	Item	1,00			
67	Green star building certification	Item	1,00			
68	Broad based black economic empowerment (BBBEE)					
	Tenders submitted will be evaluated taking into					

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	account their empowerment rating.					
	The employer will be monitoring the black economic empowerment status of the contractor throughout the execution of the works.					
	The contractor is to submit to the principal agent on an annual basis a schedule of spend, split into vendors engaged as subcontractors and suppliers indicating their BBBEE rating including proof of the said rating.	Item	1,00			
69	Advertising rights					
	The employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The contractor shall not prevent such an arrangement and will assist in the facilitation of same. Position and type of advertising structure to be agreed with the principal agent so as not to hinder the contractor in the meeting of his obligations under this agreement.	Item	1,00			
70	Confidentiality					
	The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and					

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	suppliers. Such information shall not be used in any way except in connection with the execution of the works.					
	No information regarding this project shall be published or disclosed without the prior written consent of the employer.	Item	1,00			
71	Media releases					
	All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the employer.					
	The contractor together with his subcontractors shall not, without the prior written consent of the employer, cause any statement or advertisement to be printed, screened or aired by the media.	Item	1,00			
72	Community Liaison Officer					
	The contractor is to allow for the appointment of a Community Liaison Officer (CLO) to act as facilitator between the local community and the contractor for the full duration of the contract (A rate of R3,500.00 per month is to be allowed)	Item	1,00			
73	LOCAL SMME's					

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	The contractor is to allow for all associated Preliminary and General costs for the appointment of Local SMME's as per JOSHCO requirements set out in Part T1.1 Bid Notice and invitation to bid and Part C2.1 Pricing Instructions Clause 10	Item	1,00			
	SUMMARY OF CATEGORIES					
	Category : Fixed R.....					
	Category : Value R.....					
	Category : Time R.....					
	Bill Total					
	Section Total					
Item	Description	Uom	Quantity	Rate	Amount	Total
	SECTION NO. 1 : PRELIMINARIES					
	BILL NO.1 : PRELIMINARIES					
	BUILDING AGREEMENT AND PRELIMINARIES					
	The JBCC Principal Building Agreement (March 2014 Edition 6.1) prepared by the Joint Building Contracts Committee shall be the					

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	applicable building agreement, amended as hereinafter described.					
	The JBCC Principal Building Agreement contract data form an integral part of this agreement.					
	The ASAQS Preliminaries (March 2014 edition) published by the Association of South African Quantity Surveyors for use with the JBCC Principal Building Agreement shall be deemed to be incorporated in these bills of quantities.					
	The contractor is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause.					
	The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this agreement such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents.					
	Where any item is not relevant to this agreement such item is marked N/A (signifying 'not applicable').					

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	PREAMBLES FOR TRADES					
	The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained.					
	Supplementary preambles are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the Model Preambles.					
	The contractor's prices for all items throughout these bills of quantities shall take account of and include for all of the obligations, requirements and specifications given in the Model Preambles and in any supplementary preambles.					
	PRICING OF PRELIMINARIES					
	Should the contractor select Option A in terms of clause 26.9.4 of the contract data for the purpose of adjustment of these preliminaries, the amount entered into the amount column in these preliminaries is to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T).					

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	SECTION A: PRINCIPAL BUILDING AGREEMENT					
	Interpretation (A1-A7)					
1	Clause 1.0 - Definitions and interpretation					
	Pricing of bills of quantities					
	The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes, imposts, establishment charges, overheads, profit and all other obligations arising out of the agreement.					
	Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained.					
	Prices for all plant, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary.					
	Legal status of contractor.					

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	If the contractor constitutes a joint venture consortium or other unincorporated grouping of two or more persons then:					
	1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement.					
	2. These persons shall notify the employer of their leader who has authority to bind the contractor and each of these persons.					
	3. The contractor shall not alter its composition or legal status without the prior written consent of the employer.	Item	1,00		0,00	
2	Clause 2.0 - Law, regulations and notices					
	Health and safety					
	Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall prepare a documented health and safety specification for the works (refer to Annexure B for a copy of the relevant specification) and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification [2.1]					
	The contractor shall:					

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	1. Comply with the health and safety specification for the works					
	2. Prepare and agree with the health and safety consultant the health and safety plan for the works					
	3. Co-operate with the health and safety consultant in all respects					
	4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification					
	5. Conform to the conditions contained in the employer's safety specification					
	NHBRC levies					
	The employer shall allow for and pay any levies required by the National Home Builders Registration Council (NHBRC). The contractor warrants that he is registered and will maintain registration with the NHBRC for the duration of this agreement [2.1]					
		Item	1,00			
3	Clause 3.0 - Offer and acceptance	Item	1,00			
4	Clause 4.0 - Assignment and cession	Item	1,00			
5	Clause 5.0 - Contract documents					
	Value Added Tax					
	Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT)					
	Contract drawings					
	Refer to Section C4.1 - Site Information for a list of the contract drawings [5.1]					

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	Priced document as specification					
	The principal agent shall decide which portion of the priced document may be used as a specification of materials and goods or methods, if any [5.3]					
	Electronic issue of drawings					
	All drawings for this project will be issued electronically and the contractor shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [5.5]	Item	1,00			
6	Clause 6.0 - Employer's agents					
	Delegated authority					
	The authority of the principal agent to perform duties for specific aspects of the works is delegated to the agents as follows [6.2].	Item	1,00			
	1. Architect					
	The architect is responsible for the architectural design, functional design and quality inspection. Without derogating from the generality thereof the architect will perform the following specific functions and duties:					
	1.1 Give opinion on aspects of the works which are not in accordance with the agreement					
	1.2 Supply the specified number of drawings					
	1.3 Issue instructions if bills of quantities is to be used as a specification					
	1.4 Be responsible for primary co-ordination of design elements					
	1.5 Receive through the contractor and accept design					

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	documentation undertaken by subcontractors					
	1.6 Issue instructions to the contractor regarding:					
	1.6.1 Alteration to design, quality or quantity of the works provided that such instructions shall not substantially change the scope of the works					
	1.6.2 Removal of any materials and goods from the site and the substitution of any materials and goods therefor					
	1.6.3 Removal or re-execution of any work					
	1.6.4 Opening up of work for inspection					
	1.6.5 Testing of work and materials and goods					
	1.6.6 Protection of the works					
	1.6.7 Making good physical loss and repairing damage to the works					
	1.6.8 Lists for practical completion and final completion					
	1.6.9 Compliance with Acts of Parliament, regulations and bylaws					
	1.7 Witness the handing over to the contractor of pegs, beacons and datum levels					
	1.8 Define levels and provide the contractor with the necessary information to set out the works					
	1.9 Acceptance of design by subcontractors					
	1.10 Inspect the works from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion					
	1.11 Inspect the works for practical completion					
	1.12 Issue the list for practical completion and re-inspect					

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	upon request of the contractor					
	1.13 Issue the certificate of practical completion					
	1.14 Inspect the works at the end of the defects liability period					
	1.15 Issue the list for final completion and re-inspect upon request of the contractor					
	1.16 Issue the certificate of final completion					
	2. Quantity surveyor					
	The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions. Without derogating from the generality thereof, the quantity surveyor will perform the following specific functions and duties:					
	2.1 Consult with the contractor in correction of rates or errors and discrepancies					
	2.2 Complete the contract data					
	2.3 Supply the specified number of unpriced bills of quantities					
	2.4 Identify in the contract data any changes to the standard JBCC documentation and determine any loss and expense to the contractor caused by non-disclosure thereof					
	2.5 Deal with amounts paid by the contractor to authorities having jurisdiction over the works					
	2.6 Measure and value the making good of physical loss or damage					
	2.7 Issue instructions to the					

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	contractor regarding:					
	2.7.1 Rectification of discrepancies and errors in description or omissions in contract documents					
	2.7.2 Furnishing proof of payment to subcontractors					
	2.7.3 Budgetary allowances and work executed by the contractor					
	2.7.4 Contingency and other monetary provisions included in the contract sum					
	2.8 Prepare nominated and/or selected subcontract tender documents					
	2.9 Receive proof from the contractor that the contractor's payment obligations have been met in respect of subcontractors					
	2.10 Act on employer's instructions to pay subcontractors directly					
	2.11 Adjustment of the contract value in respect of a revision to the date of practical completion					
	2.12 Calculate penalties for non-completion upon receipt of the relevant information from the principal agent					
	2.13 Valuation of payment claims for payment certificates					
	2.14 Calculate default and compensatory interest (if any) due to the parties					
	2.15 With each valuation for payment, issue:					
	2.15.1 A statement to the contractor and each subcontractor showing the amount certified for the relevant subcontractor.					
	2.15.2 A statement to the employer and contractor showing the total amount certified.					

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	2.15.3 A recovery statement					
	2.16 Determine the value of adjustments to the contract value					
	2.17 Receive from the contractor details of expense and loss claims and assess such claims.					
	2.18 Prepare the final account and submit to the contractor					
	3. Civil and structural engineer					
	The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality inspection. Without derogating from the generality thereof, the civil and structural engineer will perform the following specific functions and duties in respect of the civil and structural engineering aspects of the works :					
	3.1 Give opinion on aspects of the works which are not in accordance with the agreement					
	3.2 Supply the specified number of drawings					
	3.3 Issue instructions if bills of quantities is to be used as a specification					
	3.4 Receive and accept design documentation undertaken by subcontractors					
	3.5 Issue instructions to the contractor regarding:					
	3.5.1 Alteration to design, quality or quantity of the works provided that such instructions shall not substantially change the scope of the works					
	3.5.2 Removal of any materials and goods from the site and the substitution of any materials and goods therefor					

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	3.5.3 Removal or re-execution of any work					
	3.5.4 Opening up of work for inspection					
	3.5.5 Testing of work and materials and goods					
	3.5.6 Protection of the works					
	3.5.7 Making good physical loss and repairing damage to the works					
	3.5.8 Compliance with Acts of Parliament, regulations and bylaws					
	3.6 Define levels and provide the contractor with the necessary information to set out the works.					
	3.7 Acceptance of design by subcontractors					
	3.8 Inspect the works from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion					
	3.9 Inspect the works for practical completion					
	3.10 Issue the list for practical completion and re-inspect upon request of the contractor					
	3.11 Inspect the works at the end of the defects liability period					
	3.12 Issue the list for final completion and re-inspect upon request of the contractor					
	4. NOT APPLICABLE					

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	The mechanical engineer is responsible for all the aspects of mechanical engineering design and quality inspection and, where appointed by the employer for quantity surveying services in respect of the mechanical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions. Without derogating from the generality thereof the mechanical engineer will perform the following specific functions and duties in respect of the mechanical engineering aspects of the works :					
	4.1 Give opinion on aspects of the works which are not in accordance with the agreement					
	4.2 Supply the specified number of drawings					
	4.3 Issue instructions if bills of quantities is to be used as a specification					
	4.4 Receive and accept design documentation undertaken by subcontractors					
	4.5 Issue instructions to the contractor regarding:					
	4.5.1 Alteration to design, quality or quantity of the works provided that such instructions shall not substantially change the scope of the works					
	4.5.2 Removal of any materials and goods from the site and the substitution of any materials and goods therefor					
	4.5.3 Removal or re-execution of any work					
	4.5.4 Opening up of work for inspection					
	4.5.5 Testing of work and materials and goods					

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	4.5.6 Protection of the works					
	4.5.7 Making good physical loss and repairing damage to the works					
	4.5.8 Compliance with Acts of Parliament, regulations and bylaws					
	4.6 Provide the contractor with the necessary information to set out the works					
	4.7 Acceptance of design by subcontractors					
	4.8 Inspect the works from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion					
	4.9 Inspect the works for practical completion					
	4.10 Issue the list for practical completion and re-inspect upon request of the contractor					
	4.11 Inspect the works at the end of the defects liability period					
	4.12 Issue the list for final completion and re-inspect upon request of the contractor					
	5. Electrical engineer					
	The electrical engineer is responsible for all aspects of electrical engineering design and quality inspection and, where appointed by the employer for quantity surveying services in respect of the electrical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions. Without derogating from the generality thereof the electrical engineer will perform the following specific functions and duties in respect of the electrical engineering aspects of the					

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	works :					
	5.1 Give opinion of aspects of the works which are not in accordance with the agreement					
	5.2 Supply the specified number of drawings					
	5.3 Issue instructions if bills of quantities is to be used as a specification					
	5.4 Receive and accept design documentation undertaken by subcontractors					
	5.5 Issue instructions to the contractor regarding:					
	5.5.1 Alteration to design, quality or quantity of the works provided that such instructions shall not substantially change the scope of the works					
	5.5.2 Removal of any materials and goods from the site and the substitution of any materials and goods therefor					
	5.5.3 Removal or re-execution of any work					
	5.5.4 Opening up of work for inspection					
	5.5.5 Testing of work and materials and goods					
	5.5.6 Protection of the works					
	5.5.7 Making good physical loss and repairing damage to the works					
	5.5.8 Compliance with Acts of Parliament, regulations and bylaws					

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	5.6 Provide the contractor with the necessary information to set out the works					
	5.7 Acceptance of design by subcontractors					
	5.8 Inspect the works from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion					
	5.9 Inspect the works for practical completion					
	5.10 Issue the list for practical completion and re-inspect upon request of the contractor					
	5.11 Inspect the works at the end of the defects liability period					
	5.12 Issue the list for final completion and re-inspect upon request of the contractor					
	5.13 Quantity surveying functions and duties:					
	5.13.1 Consult with the contractor and/or subcontractors in correction of rates or errors and discrepancies					
	5.13.2 Supply the specified number of unpriced bills of quantities					
	5.13.3 Deal with amounts paid by the contractor and/or subcontractors to authorities having jurisdiction over the works					
	5.13.4 Measure and value the making good of physical loss or damage					
	5.13.5 Issue instructions to the contractor regarding:					
	1 Rectification of discrepancies and errors in description or omissions in contract documents					
	2 Furnishing proof of payment to subcontractors					

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	3 Budgetary allowances and work executed by the contractor and/or subcontractors					
	4 Contingency and other monetary provisions included in the contract sum					
	5.13.6 Prepare nominated and/or selected subcontract tender documents					
	5.13.7 Valuation of payment claims for payment certificates					
	5.13.8 Determine the value of adjustments to the contract value					
	5.13.9 Receive from the contractor and/or subcontractors details of expense and loss claims and assess such claims					
	5.13.10 Prepare the final account and submit to the contractor and/or subcontractors as the case may be					
	6. Wet services engineer					
	The wet services engineer is responsible for all the aspects of wet services engineering design and quality inspection. Without derogating from the generality thereof the wet services engineer will perform the following specific functions and duties in respect of the wet services aspects of the works :					
	6.1 Give opinion on aspects of the works which are not in accordance with the agreement					
	6.2 Supply the specified number of drawings					
	6.3 Issue instructions if bills of quantities is to be used as specification					
	6.4 Receive and accept design documentation undertaken by subcontractors					

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	6.5 Issue instructions to the contractor regarding:					
	6.5.1 Alteration to design, quality or quantity of the works provided that such instructions shall not substantially change the scope of the works					
	6.5.2 Removal of any materials and goods from the site and the substitution of any materials and goods therefor					
	6.5.3 Removal or re-execution of any work					
	6.5.4 Opening up of work for inspection					
	6.5.5 Testing of work and materials and goods					
	6.5.6 Protection of the works					
	6.5.7 Making good physical loss and repairing damage to the works					
	6.5.8 Compliance with Acts of Parliament, regulations and bylaws					
	6.6 Provide the contractor with the necessary information to set out the works					
	6.7 Acceptance of design by subcontractors					
	6.8 Inspect the works from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion					
	6.9 Inspect the works for practical completion					
	6.10 Issue the list for practical completion and re-inspect upon request of the contractor					
	6.11 Inspect the works at the end of the defects liability period					
	6.12 Issue the list for final completion and re-inspect upon request of the contractor					
	7. Fire consultant					

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	The fire consultant is responsible for all the aspects of rational fire design and quality inspection. Without derogating from the generality thereof the fire consultant will perform the following specific functions and duties in respect of the rational fire design aspects of the works:					
	7.1 Give opinion on aspects of the works which are not in accordance with the agreement					
	7.2 Supply the specified number of drawings					
	7.3 Issue instructions if bills of quantities is to be used as specification					
	7.4 Receive and accept design documentation undertaken by subcontractors					
	7.5 Issue instructions to the contractor regarding:					
	7.5.1 Alteration to design, quality or quantity of the works provided that such instructions shall not substantially change the scope of the works					
	7.5.2 Removal of any materials and goods from the site and the substitution of any materials and goods therefor					
	7.5.3 Removal or re-execution of any work					
	7.5.4 Opening up of work for inspection					
	7.5.5 Testing of work and materials and goods					
	7.5.6 Protection of the works					
	7.5.7 Making good physical loss and repairing damage to the works					
	7.5.8 Compliance with Acts of Parliament, regulations and bylaws					
	7.6 Provide the contractor with the necessary information to set out the works					

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	7.7 Acceptance of design by subcontractors					
	7.8 Inspect the works from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion					
	7.9 Inspect the works for practical completion					
	7.10 Issue the list for practical completion and re-inspect upon request of the contractor					
	7.11 Inspect the works at the end of the defects liability period					
	7.12 Issue the list for final completion and re-inspect upon request of the contractor					
	8. Health and safety consultant					
	The health and safety consultant is responsible for all aspects of health and safety. Without derogating from the generality thereof, the health and safety consultant will perform the following specific functions and duties in respect of the health and safety aspects of the works :					
	8.1 Act as the client's (employer's) agent in terms of Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993					
	8.2 Prepare and update the health and safety specification for the works					
	8.3 Agree with the contractor the health and safety plan for the works					
	8.4 Carry out regular audits to ensure adherence to the safety plan and compliance with the Act and Regulations					

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7	Clause 7.0 - Design responsibility	Item	1,00			
	Insurance and security (A8-A11)					
8	Clause 8.0 - Works risk	Item	1,00			
9	Clause 9.0 - Indemnities	Item	1,00			
10	Clause 10.0 - Insurances	Item	1,00			
11	Clause 11.0 - Security	Item	1,00			
	Execution (A12 - A17)					
12	Clause 12.0 - Duties of the parties					
	Clause 12.1.3 - Relevant Natural Features					
	Clause 12.1.3 - Known Services					
	Clause 12.2.15 - Enclosure of the works					
	Enclosure of the works					
	The contractor shall erect, maintain and remove at completion hoardings with gantries, fans, safety screens, barriers, access gates, covered gangways and the like as necessary for the enclosure of the works and elements thereof, all for the protection of the public and others [12.2.15]. A temporary diamond mesh security fence around the perimeter of the site have been measured in the bills of quantities					
	Clause 12.2.18 - Office accommodation					
	Office accommodation					

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	The contractor shall erect, maintain and remove at completion air-conditioned office accommodation with suitable tables and chairs for meetings to be held on the site. Such offices shall be kept clean and fit for use at all times [12.2.18]					
	Clause 12.2.18 - Notice boards					
	Notice board					
	The contractor shall erect in a position approved by the principal agent, maintain and remove at completion a notice board as recommended by the South African Institute of Architects listing the names and logos of the employer, the contractor and the professional consultants. No subcontractor or supplier notice boards may be erected [12.2.18]					
	Geotechnical investigation report					
	Refer to Annexure A for the results of a geotechnical investigation report	Item	1,00			
13	Clause 13.0 - Setting out					
	Encroachments					
	The contractor shall notify the principal agent if any encroachment of adjoining foundations, buildings, structures, pavements, boundaries, services, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments [13.2.1]	Item	1,00			
14	Clause 14.0 - Nominated subcontractors	Item	1,00			
15	Clause 15.0 - Selected	Item	1,00			

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	subcontractors					
16	Clause 16.0 - Direct contractors					
	Attendance on direct contractors					
	In respect of direct contractors the contractor shall:					
	1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials					
	2. Allow the use of personnel welfare facilities, where provided					
	3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation					
	4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc. provided by the contractor, in common with others having the like right while it remains erected on the site [16.1]	Item	1,00			
17	Clause 17.0 - Contract instructions					
	Site instructions					
	Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor	Item	1,00			
	Completion (A18 - A24)					
18	Clause 18.0 - Interim completion	Item	1,00			
19	Clause 19.0 - Practical	Item	1,00			

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	completion					
20	Clause 20.0 - Sectional completion	Item	1,00			
21	Clause 21.0 - Defects liability period and final completion	Item	1,00			
22	Clause 22.0 - Latent defects liability period	Item	1,00			
23	Clause 23.0 - Revision of date for practical completion					
	Substitution of materials and goods					
	The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [17.1.8, 23.1 & 2]	Item	1,00			
24	Clause 24.0 - Penalty for late or non-completion	Item	1,00			
	Payment (A25 - A27)					
25	Clause 25.0 - Payment					
	Materials and goods stored off site					
	The inclusion of materials and goods stored off site in the amount authorised for payment shall not be allowed [25.3.2]					
	Fluctuations in costs					
	All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor [25.3.4]					
	Prices submitted					

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	Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing.					
	Clause 25.7 is altered and replaced with the following:					
	The employer shall pay the contractor the amount certified in an issued payment certificate within thirty (30) calendar days of the date for issue of the payment certificate [CD] including default and/or compensatory interest	Item	1,00			
26	Clause 26.0 - Adjustment of the contract value and final account					
	Cost of claims					
	All costs incurred by the contractor in the preparation of claims shall be borne by the contractor.					
	The contractor shall review, assess and adjudicate any claims received by him from any subcontractor and thereafter submit same to the principal agent with a recommendation to assist the principal agent in adjudicating the claim [26.6]	Item	1,00			
27	Clause 27.0 - Recovery of expense and/or loss	Item	1,00			

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	Suspension and termination (A28 - A29)					
28	Clause 29.0 - Termination	Item	1,00			
29	Clause 28.0 - Suspension by the contractor	Item	1,00			
	Dispute resolution (A30)					
30	Agreement					
	The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties	Item	1,00			
31	Clause 30.0 - Dispute resolution	Item	1,00			
32	Contract data					
	Before submission of his tender the contractor is to complete the tenderer's selection in the contract data.	Item	1,00			
	SECTION B: PRELIMINARIES					
	Interpretation (B1)					
33	Clause 1.1 - Definitions	Item	1,00			
34	Clause 1.2 - Interpretation	Item	1,00			
	Documents (B2)					
35	Clause 2.1 - Checking of documents	Item	1,00			
36	Clause 2.2 - Provisional bills of quantities	Item	1,00			

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37	Clause 2.3 - Availability of construction information					
	Budgetary allowances and provisional sums					
	The budgetary allowances and/or provisional sums allocated for subsequent trades included in this agreement will be separately procured, based on multiple procurement of subcontractors during the construction period	Item	1,00			
	Previous work and adjoining properties (B3)					
38	Clause 3.1 - Previous work - dimensional accuracy	Item	1,00			
39	Clause 3.2 - Previous work - defects	Item	1,00			
40	Clause 3.3 - Inspection of adjoining properties	Item	1,00			
	Samples, shop drawings and manufacturer's instructions (B4)					
41	Clause 4.1 - Samples of materials	Item	1,00			
42	Clause 4.2 - Workmanship samples	Item	1,00			
43	Clause 4.3 - Shop drawings	Item	1,00			
44	Clause 4.4 - Compliance with manufacturer's instructions	Item	1,00			
	Deposits and fees (B5)					
45	Clause 5.1 - Deposits and fees	Item	1,00			
	Temporary services (B6)					

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46	Clause 6.1 - Water	Item	1,00			
47	Clause 6.2 - Electricity	Item	1,00			
48	Clause 6.3 - Ablution and welfare facilities	Item	1,00			
49	Clause 6.4 - Communication facilities	Item	1,00			
	Prime cost amounts (B7)					
50	Clause 7.1 - Responsibility for prime cost amounts	Item	1,00			
	Attendance on subcontractors (B8)					
51	Clause 8.1 - General attendance	Item	1,00			
52	Clause 8.2 - Special Attendance	Item	1,00			
	General (B9)					
53	Clause 9.1 - Protection of the works	Item	1,00			
	Clause 9.2 - Protection/isolation of existing/sectionally occupied works					
54	Clause 9.3 - Security of the works	Item	1,00			
55	Clause 9.4 - Notice before covering work	Item	1,00			
56	Clause 9.5 - Disturbance	Item	1,00			
57	Clause 9.6 - Environmental disturbance					

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	Controlling all forms of pollution					
	The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc.					
	The contractor is to ensure that all roads which border the site and are used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works					
	Environmental management plan					
	The employer has prepared an environmental management plan (EMP) (Refer to Annexure B for a copy of the relevant plan). The contractor shall price opposite this item for compliance with all the requirements of such EMP	Item	1,00			
58	Clause 9.7 - Works cleaning and clearing	Item	1,00			
59	Clause 9.8 - Vermin	Item	1,00			
60	Clause 9.9 - Overhand work	Item	1,00			
	Schedule (B10)					
61	Information for completion of schedule					

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	Information necessary for elections and completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that no specific requirements are expected or that the clause is not relevant to this specific contract.					
	10.1 - Provisional bills of quantities [2.2]					
	The quantities are provisional: Yes					
	10.2 - Availability of construction information [2.3]					
	Construction documentation is complete: Yes					
	10.3 - Previous work - dimensional accuracy [3.1]					
	10.4 - Previous work - defects [3.2]					
	10.5 - Inspection of adjoining properties [3.3]					
	10.6 - Water [6.1]					
	Option A (by contractor): No					
	Option B (by employer - free of charge): No					
	Option C (by employer metered): Yes					
	10.7 - Electricity [6.2]					
	Option A (by contractor): No					
	Option B (by employer - free of charge): No					
	Option C (by employer metered): Yes					
	10.8 - Ablution and welfare facilities [6.3]					
	Option A (by contractor): Yes					
	Option B (by employer): No					
	10.9 - Communication facilities [6.4]					
	10.10 - Protection of the works [9.1]					
	10.11 - Protection/isolation of existing/sectionally occupied works [9.2]					

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	Protection/isolation is required: No					
	10.12 - Disturbance [9.5]					
	All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the construction period or contract value whatsoever.					
	10.13 - Environmental disturbance [9.6]	Item	1,00			
	SECTION C: SPECIFIC PRELIMINARIES					
62	Warranties for materials and workmanship					
	Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or doing the work and shall deliver same to the principal agent on the final completion of the contract.					
	The warranty shall state that workmanship, materials and installation are warranted for a specific 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 entity supplying the materials and/or doing the work, upon written					

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	notice to do so.					
	The warranty will not be enforced if the work is damaged by defects in the execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor.	Item	1,00			
63	Overtime					
	Should overtime be required to be worked for any reason whatsoever, the costs of such overtime is 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.	Item	1,00			
64	Overloading					
	The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works e.g. scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc., to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works overloading shall be made good by the contractor	Item	1,00			

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	at his sole expense.					
65	Propping of floors below					
	The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor.	Item	1,00			
66	Testing of flat roof waterproofing for water tightness					
	Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the principal agent , flooded with water and kept 'ponded' for at least forty (40) hours as a test to ensure the water tightness of the waterproofing and before any further construction work is carried out above the waterproofing.	Item	1,00			
67	Green star building	Item	1,00			

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	certification					
68	Broad based black economic empowerment (BBBEE)					
	Tenders submitted will be evaluated taking into account their empowerment rating.					
	The employer will be monitoring the black economic empowerment status of the contractor throughout the execution of the works.					
	The contractor is to submit to the principal agent on an annual basis a schedule of spend, split into vendors engaged as subcontractors and suppliers indicating their BBBEE rating including proof of the said rating.	Item	1,00			
69	Advertising rights					
	The employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The contractor shall not prevent such an arrangement and will assist in the facilitation of same. Position and type of advertising structure to be agreed with the principal agent so as not to hinder the contractor in the meeting of his obligations under this agreement.	Item	1,00			
70	Confidentiality					
	The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in					

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	connection with the execution of the works.					
	No information regarding this project shall be published or disclosed without the prior written consent of the employer.	Item	1,00			
71	Media releases					
	All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the employer.					
	The contractor together with his subcontractors shall not, without the prior written consent of the employer, cause any statement or advertisement to be printed, screened or aired by the media.	Item	1,00			
72	Community Liaison Officer					
	The contractor is to allow for the appointment of a Community Liaison Officer (CLO) to act as facilitator between the local community and the contractor for the full duration of the contract (A rate of R3,500.00 per month is to be allowed)	Item	1,00			
73	LOCAL SMME's					
	The contractor is to allow for all associated Preliminary and General costs for the appointment of Local SMME's as per JOSHCO requirements set out in Part T1.1 Bid Notice and invitation to bid and Part C2.1 Pricing Instructions	Item	1,00			

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	Clause 10					
	SUMMARY OF CATEGORIES					
	Category : Fixed R.....					
	Category : Value R.....					
	Category : Time R.....					
	Bill Total					
	Section Total					

				Amount
	<u>FINAL SUMMARY</u>			
Section			Page	
No 1	PRELIMINARIES		-	
			-	
1	PRELIMINARIES		-	
Section				
No 2	BUILDING WORKS			
1	ALTERATIONS			
2	EARTHWORKS			
3	CONCRETE, FORMWORK & REINFORCEMENT			

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MASONRY

WATERPROOFING

CARPENTRY & JOINERY

CEILINGS, FLOORING	PARTITIONS & ACCESS
<p>1. Ceiling: Acoustic tile, 12" x 12", white, suspended from steel grid.</p> <p>2. Floor: 1/2" thick, white vinyl composition tile, 12" x 12", laid on concrete subfloor.</p>	<p>1. Partition: 4' high, 1/2" thick, white, glass partition with aluminum framing.</p> <p>2. Access: 2' wide, 4' high, white, solid core door with aluminum framing.</p>

METALWORK

PLASTERING

TILING

PLUMBING & DRAINAGE

PAINTWORK

PROVISIONAL SUMSSub Total before VATContingencies @10%Sub Total before VAT

ADD VAT @ 15%:

Carried to Form of TenderRSIGNATURENAME
(PRINT)CAPACITYDATE _____NAME OF FIRM



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	FINAL SUMMARY			

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29. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

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WITNESS 1		WITNESS 2	



30. ANNEXURES

- Site Plan
- Roof Plan
- Floor Plan
- Drainage Section Schedules
- Elevations Drawings

Guidance Document for the Calculation of Local Content

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
 - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
 - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
 - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and
Annexure B is the Local Content Declaration IN SATS 1286:2011.

2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

2.3.2. Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

3. ANNEXURE C

3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

C4. Tender Authority

Supply the name of the tender authority.

C5. Tendering Entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

C9. List of items

Provide a list of the item(s) corresponding with the tender item number.
This may be a short description or a brand name.

Calculation of local content

C10. Tender price

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

C16. Tender quantity

Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

C18. Total exempted imported content

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

C19. Total imported content

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

C20. Total tender value

Total tender value is the sum of the values in column C17.

C21. Total exempted imported content

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

C22. Total tender value net of exempted imported content

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

C23. Total imported content

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

C24. Total local content

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

C25. Average local content percentage of tender

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

4. ANNEXURE D

4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”

Note: The paragraph numbers correspond to the numbers in Annexure D.

D1. Tender number

Supply the tender number that is specified on the specific tender documentation.

D2. Tender description

Supply the tender description that is specified on the specific tender documentation.

D3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

D4. Tender authority

Supply the name of the tender authority.

D5. Tendering entity name

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

D6. Tender exchange rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content

D7. Tender item number

Provide the tender item number(s) of the product(s) that have imported content.

D8. Description of imported content

Provide a list of the exempted imported product(s), if any, as specified in the tender.

D9. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D10. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

D11. Imported value as per commercial invoice

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D12. Tender exchange rate

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D13. Local value of imports

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

D14. Freight costs to port of entry

Provide the freight costs to the South African Port of the exempted imported item.

D15. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

D16. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

D17. Tender quantity

Provide the tender quantity of the exempted imported products as per the tender specification.

D18. Exempted imported value

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the

tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer

D20. Tender item numbers

Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure

Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

D24. Imported value as per commercial Invoice

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

D27. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

D28. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

D29. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

D30. Tender quantity

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

D31. Total imported value

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

D32. Total imported value by tenderer

The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer

D33. Description of imported content

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

D34. Unit of measure

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

D35. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D36. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported products.

D37. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

D38. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D39. Local value of imports

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

D40. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

D41. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

D42. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

D43. Quantity imported

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

D44. Total imported value

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

D45. Total imported value by third party

The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments

D46. Type of payment

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

Provide the value of the listed payment(s) in their foreign currency.

D50. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D51. Local value of payments

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

D52. Total of foreign currency payments declared by tenderer and/or third party

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

D53. Total of imported content and foreign currency payment

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

5. ANNEXURE E

5.1. Guidelines to completing Annexure E: “Local Content Declaration-Supporting Schedule to Annexure C”

The paragraph numbers correspond to the numbers in Annexure E

E1. Tender number

Supply the tender number that is specified on the specific tender documentation.

E2. Tender description

Supply the tender description that is specified on the specific tender documentation.

E3. Designated products

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

E4. Tender authority

Supply the name of the tender authority.

E5. Tendering entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

Local Goods, Services and Works

E6. Description of items purchased

Provide a description of the items purchased locally in the space provided.

E7. Local supplier

Provide the name of the local supplier that corresponds to the item listed in column E6.

E8. Value

Provide the total value of the item purchased in column E6.

E9. Total local products (Goods, Services and Works)

Total local products (goods, services and works) is the sum of the values in E8.

E10. Manpower costs:

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

E11. Factory overheads:

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

E12. Administration overheads and mark-up:

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

E13. Total local content:

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.