logistics division
Department:
Defence
REPUBLIC OF SOUTH AFRICA

CPSC/B/395/2026

Telephone: 012 649-6700/6642
Fax: 012 649-6687
Email: winnie.ratshilavhi@dod.mil.za
Enquiries: Warrant Officer W. Ratshilavhi

Department of Defence
(Logistic Support Formation)
Central Procurement Service Centre
Eco-Origin Office Park, Block E
349 Witch Hazel Avenue
Eco Park, Centurion
0157
12 November 2026

Sir/Madam

INVITATION BID NUMBER: CPSC/B/395/2026 APPOINTMENT OF SUB-CONTRACTOR TO THE MAIN CONTRACTOR (REGIONAL WORKS MPUMALANGA PROVINCE) FOR DEVELOPMENT FOR ROADS AND STORMWATER AT ELKE VILLAGE IN AIR DEFENCE ARTILLERY SCHHOL, CAMDEM MILITARY BASE, ERMELO, MPUMALANGA PROVINCE

CLOSING TIME FOR BID: 11:00 AM ON 03 DECEMBER 2026

1. You are hereby invited to furnish this Department with a bid for the supply of the above-mentioned items as per attached documents. The documents, you should be in possession of are; This Cover Letter, SBD 1, SBD 3 (Pricing Schedule), Group Questionnaire, Specification (if applicable), SBD 4, SBD 6.1, Sub-Contractor Form and Vetting and Screening.

2. **THE FOLLOWING CONDITIONS MUST BE STRICTLY ADHERED TO; FAILURE TO ADHERE TO ALL THE CONDITIONS LISTED BELOW WILL INVALIDATE YOUR BID:**

a. **Bidders are requested to complete all Standard Bidding Documents (SBD's) in full.**

b. **Please note that any scratches or using of tippex is not allowed on the pricing schedule or SBD 3.**

c. **A Group Questionnaire must be submitted with the bid documents and be fully complete. Failure to fully complete the group questionnaire will invalidate the bid.**

d. **A sealed two separate envelope system must be adhered to: one envelope for technical proposal must be dropped in the bid box and one envelope for price proposal (SBD3) must be submitted at Warrant**

INVITATION BID NUMBER: CPSC/B/395/2026 APPOINTMENT OF SUB-CONTRACTOR TO THE MAIN CONTRACTOR (REGIONAL WORKS MPUMALANGA PROVINCE) FOR DEVELOPMENT FOR ROADS AND STORMWATER AT ELKE VILLAGE IN AIR DEFENCE ARTILLERY SCHHOL, CAMDEM MILITARY BASE, ERMELO, MPUMALANGA PROVINCE

Officer M.S. Maganedisa's office. The envelopes must be labelled correctly. Submission of one envelope will invalidate your bid.

3. The conditions contained in General Bid Conditions (GBC), General Conditions of Contract (GCC) and all the attached forms will apply to your Bid.

4. Kindly bid by completing the relevant forms, redirect to the **DEPARTMENT OF DEFENCE, LOGISTIC SUPPORT FORMATION, CENTRAL PROCUREMENT SERVICE CENTRE** to reach the bid receipt office not later than the closing date and time, or deposit in the bid box in the security office at the **Main Entrance Central Procurement Service Centre, Eco-Origin Office Park, Block E, 349 Witch Hazel Avenue, Eco Park, Centurion before the closing date and time.**

5. Please note that the bid box will be closed daily between 11:00am and 12:00am. Bids can be handed in at the CPSC Bid Receipt Section Ground Floor during this period. However, if the bid is late it will as a rule not be accepted for consideration.

6. The following persons can be contacted regarding the following aspects of this Bid only during office hours:

a. **Completion of Bid Document: Warrant Office M.E. Marimane (012) 649 6610**

b. **Technical Information: Major B.S. Mogale 013 756 2007 or 076 640 9614**

7. Kindly take note that according to Government Gazette No 9544 Vol 552 dated 08 June 2011 No 34350, all bidders must submit their B-BBEE status level certificates together with their bids. Should the certificate not be submitted, a zero (0) point will be allocated.

8. **There will be a compulsory Bidders Information Briefing Session on 20 NOVEMBER 2026 at 11:00am. The venue will be ELKE VILLAGE IN AIR DEFENCE ARTILLERY SCHOOL, CAMDEN MILITARY BASE, ERMELO, MPUMALANGA PROVINCE. No late Comers will be entertained and failure to attend on time will invalidate your Bid**.

Yours Sincerely

(CAPTAIN M.G. MMEKWA)
OFFICER COMMANDING CENTRAL PROCUREMENT SERVICE CENTRE: COLONEL



APPOINTMENT OF SUB-CONTRACTOR TO THE MAIN CONTRACTOR (REGIONAL WORKS MPUMALANGA PROVINCE) FOR DEVELOPMENT OF ROADS AND STORMWATER AT EIKE VILLAGE IN AIR DEFENCE ARTILLERY SCHOOL, CAMDEN MILITARY BASE, ERMELO, MPUMALANGA PROVINCE

CPSC/B/395/2026

VALIDITY: 90 Days

CLOSING DATE AND TIME:..... 2026 at 11H00

INDEX

Section A: Bid General Information

Contact Information
Bid Submissions
Standard Bid Documents
Briefing Session (Compulsory briefing session will be held)

Section B: Bid Adjudication Information

Central Supplier Database (CSD) Full Report
Evaluation Criteria
Sub-contractors
Certificates

Section C: Requirement and Contract Information

General Bid Conditions (GBC): Department of Defence
General Conditions of Contract (GCC): National Treasury
Special Conditions of Contract (SCC): National Treasury
Special Conditions of Contract (SCC): End -User
Specifications/Scope of Work

SECTION A:

BID GENERAL INFORMATION

Contact Information

Bid Submissions

Standard Bid Documents

Briefing Session (Compulsory briefing session will be held)

CONTACT INFORMATION

1. Technical Information:

   Major B.S. Mogale

   Office Tel No: (031) 756 2007/2288
   Cell Number:

2. Information regarding the Bid Document or Bidding Process:

   Major D.M. Moroka

   Office Tel No: (012) 649 6610
   Fax No: (012) 649 6645

   Petty Officer M.G. Mutavhatshindi

   Office Tel No: (012) 649 6666

3. Contract Management: (After awarding of contract)

   Major M.E. Mukhanu

   Office Tel No: (012) 649 6726

BID SUBMISSIONS

4. Closing period of bid : 5 to 6 weeks

5. Closing date and time : .....2026 at 11h00

6. Validity of bid : 120 days

7. Address for depositing of bid documents:

Street: Central Procurement Service Centre
Eco-Origin Office Park
Block E
349 Witch Hazel Park Eco-park
Centurion

STANDARD BID DOCUMENTS (SBD)

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	CPSC-B-395-2026	CLOSING DATE:	03 DECEMBER 2026	CLOSING TIME:	11:00 AM
DESCRIPTION	INVITATION BID NUMBER: CPSC/B/395/2026 APPOINTMENT OF SUB-CONTRACTOR TO THE MAIN CONTRACTOR (REGIONAL WORKS MPUMALANGA PROVINCE) FOR DEVELOPMENT FOR ROADS AND STORMWATER AT ELKE VILLAGE IN AIR DEFENCE ARTILLERY SCHHOL, CAMDEM MILITARY BASE, ERMELO, MPUMALANGA PROVINCE				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)

Central Procurement Service Centre

Eco-Origin Office Park, Block E

349 Witch Hazel Avenue

Eco Park, Centurion

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**Captain M.G. Mmekwa**	CONTACT PERSON	**Major B.S Mogale**
TELEPHONE NUMBER	**(012) 649-6642/6700**	TELEPHONE NUMBER	**076 640 9614**
FACSIMILE NUMBER	**n/a**	FACSIMILE NUMBER	**n/a**
E-MAIL ADDRESS	**mmantwa.mmekwa@dod.mil.za**	E-MAIL ADDRESS	**n/a**

SUPPLIER INFORMATION

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

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ 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]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

the sandf
Department:
Defence
REPUBLIC OF SOUTH AFRICA

Request for Bid : CPSC/B/395/2026

Author: W Ratshilavhi
Date: 11/12/2026 10:30:48

PRICING SCHEDULE

Bid No.	CPSC/B/395/2026		
Document No:	0000652826		
Description:	APPOINTMENT OF SUB-CONTRACTOR TO THE MAIN CONTRACTOR (REGIONAL WORKS MPUMALANGA PROVINCE) FOR DEVELOPMENT FOR ROADS AND STORMWATER AT ELKE VILLAGE IN AIR DEFENCE ARTILLERY SCHOOL, CAMDEN MILITARY BASE, ERMELO, MPUMALANGA PROVINCE	Document Type	Request for Bid Open
Currency:	ZAR	Company Name:	
Closing Date:	2026/12/03 11:00:00	Attention:	
Status:	Created	Tel No:	
Validity Days:		Fax No:	
		Cell No:	
		Email:	

No.	
1	

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
B/395/01	TOTAL COST FOR DEVELOPMENT FOR ROADS AND STORMWATER, AS PER ATTACHED BILL OF QUANTITY AT ELKE VILAGE IN AIR DEFENCE ARTILLERY SCHOOL. NB: BIDDERS WIIL BE APPOINTED AS SUB-CONTRACTOR TO MAIN CONTRACTOR (REGIONAL WORKS MPUMALANGA PROVINCE). BREAKDOWN OF PRICES TO BE ATTACHED	AIR DEFENCE ARTILLERY SCHOOL		Total for All	
Line Comment		**Lead Time**	**Quantity Required**	**Quantity Available**	
			1		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Indicate Lead Time for all Items (Days)

The following conditions are hereby accepted:
"Standard Terms and Conditions" or "General Conditions of Contract" Available on Websites () or attached.
The awarding of the price quotation as determined by (Department of Defence).

The following is hereby certified:
This offer is correct and any mistakes will be at my risk.
I accept responsibility for the execution of all obligations entrusted upon me.
I did not participate in any collusive practices with any other supplier or any other person regarding this price quotation or any other price quotation.
I am duly authorized to sign the price quotation.
The offer is inclusive of value Added Tax

Name: ..... Capacity: .....

Signature: ..... Date: .....

		Grand Total Including Vat:	
Price Firm Y/N		Brand & Model	
Do You Accept Goverment Orders Y/N		Delivery Period Firm Y/N	
Comply with Specification Y/N		If Not, Deviations	

Questionnaires

Questionnaires / Evaluation Criteria

THE 80/20 QUESTIONNAIRE EVALUATION TEMPLATE V2

Questions		Options
Level 1: 51% owned by Black Women Military veterans / 51% owned by Black youth / 51% owned by Black people with disability	☐	LEVEL1
Level 2: 51% owned by Black Male Military veterans / 51% owned by people with disability / 51% owned by Black Women EMEs	☐	LEVEL2
Level 3: 51% owned by Women Military veterans / 51% owned by Black Male EMEs / 51% owned by Black Women QSEs/51% owned by Women EMEs	☐	LEVEL3
	☐	LEVEL4
	☐	LEVEL5
	☐	LEVEL6

Level 4: 51% owned by Male Military veterans / 51% owned by youth / 51% owned by any other EMEs/ 51% owned by Black Male QSEs / 51% owned by Women QSEs **Level 5: 51% owned by any other QSEs**	☐	LEVEL7
	☐	LEVEL8
	☐	NON-COMPLIANT

Attachment Description	Attachment File Name

CENTRAL PROCUREMENT SERVICE CENTRE

CLOSING DATE OF BID: **03 DECEMBER 2026** BID NUMBER: **CPSC/B/395/2026**

CLOSING TIME OF BID: **11:00 AM** NAME OF BIDDER: _____

VALIDITY: **90 DAYS**

GROUP QUESTIONNAIRE	Tick the applicable box
Period (in days) required to complete Delivery?	.....
	.....
Please state percentage profit before tax?	.....
The Department of Defence Prefers Firm Prices. Price Firm.	YES☐ NO☐
Delivery Period Firm.	YES☐ NO☐
Comply to description as requested?	YES☐ NO☐
If not, state deviations.	.....
	.....
	.....
	.....
	.....
Will a Government Order be accepted?	YES☐ NO☐
Are you registered in terms of Section 23 (1) or 23 (3) of the Value Added Tax (Act no.89 of 1999)/	YES☐ NO☐
Vat Registration Number:	_____
Company Registration number:	_____
Confirm that in the event of a contract be concluded, it will be in terms of General Bid Conditions and General Conditions of contract, the contents of which you are fully acquainted with. Copies are available from the National Treasury Website (www.treasury.gov.za)	YES☐ NO☐
If a trade discount is offered, is it included in the price?	YES☐ NO☐

IMPORTANT! Prices not reflected on the official documentation provided as part of this Bid will not be taken into consideration.

PLEASE NOTE THAT PRICES INDICATED IN THIS DOCUMENT WILL BE TAKEN AS ABEING VAT INCLUSIVE.

This requirement may be awarded in total to one supplier or per individual item.

The obligation to pay sub-contractors is my responsibility.	YES☐	NO☐
It is your responsibility to make a copy of your completed Quotation document. The Department of Defence will not make copies of Bid Documents after the closing date and time. Is this noted?	YES☐	NO☐
Has a valid current dated Central Suppliers Database (CSD) Registration Report been submitted? Is this noted?	YES☐	NO☐

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE ABOVE IS CORRECT.

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

.....	.....
Signature	Date
.....	.....
Designation	Name of bidder

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

2.3.1 If so, furnish particulars:

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

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

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

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

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

3 GENERAL DECLARATION

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

3.1 I have read and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender)

a) The applicable preference point system for this tender is the 90/10 preference point system

b) The applicable preference point system for this tender is the 80/20 preference point system

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received

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

(a) Price, and

(b) Specific Goals

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state

2. DEFINITIONS

(a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations competitive tendering process or any other method envisaged in legislation

(b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) "rand value" means the total estimated value of a contract in Rand calculated at the time of bid invitation, and includes all applicable taxes;

(d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000);

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \qquad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$ or

or

90/10

$$Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2), 5(2), 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system, or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below. (*Bidders to tick only one relevant column*)

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

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

Status Level	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Level 1	51% owned by Black Women Military Veterans or 51% owned by Black Youth or 51% owned by Black People with Disability	10	20		
Level 2	51% owned by Black Male Military Veterans or 51% owned by People with Disability or 51% owned by Black Women EME's	08	18		

Level 3	51% owned by Women Military Veterans or 51% owned by Black Male EME's or 51% owned by Women EME's 51% owned by Black Women QSEs	06	16		
Level 4	51% owned by Male Military Veterans or 51% owned by Youth or 51% owned by any other EMEs or 51% owned by Black Male QSEs or 51% owned by Women QSEs	04	14		
Level 5	51% owned by any other QSEs	02	12		
Level 6	Not Applicable				
Level 7	Not Applicable				
Level 8	Non-compliant contributor	0	0		

NOTE: Bidders are to submit Sworn Affidavit to substantiate the preference points claimed. Sworn Affidavit must be signed by legally recognized Commissioner of Oath.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct.

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

NOTE: The Department of Defence reserves the right to verify the truthfulness of the claims (par 4.6 iii)

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME .....

DATE: .....

ADDRESS .....

.....

.....

.....

CERTIFICATE OF COMPLIANCE BY SUB-CONTRACTOR

THIS CERTIFICATE MUST BE SUBMITTED WITH THE COMPLETED BID DOCUMENTS

CONTRACTOR'S NAME: _____

SUB-CONTRACTOR'S NAME: _____

Delete whichever is not applicable.

I/we am/are fully aware of the Bid Requirements and am/are capable of supplying the required item(s)/service(s) strictly according to the Bid Conditions, Special Conditions and Specifications supplied by the Department of Defence. I/we hereby certify that

_____ obtained a quotation from me/us to

supply the item(s)/service(s) listed in Bid no _____

Section/s _____.

I/we further certify that I/we have the necessary infrastructure at my/our disposal to execute the Bid.

I/we, the Sub-Contractor/s am/are willing to allow the Department of Defence's Officials access to my/our premises for inspection purposes if required to do so.

Sub-Contractor's Contact Person: _____

Address of Sub-Contractor: _____

Tel No: _____

Fax No : _____

_____
SIGNATURE OF SUB-CONTRACTOR

WITNESSES:

1. _____ Date: _____

2. _____ Date: _____

DI SEC INSTR/02/2012

VETTING AND SCREENING OF PRIVATE COMPANIES AND INDIVIDUALS DELIVERING SERVICES TO THE DEPARTMENT OF DEFENCE

APPENDIX A
TO DI SEC INSTR/02/2012

QUESTIONNAIRE: PRIVATE COMPANIES

Company Name: .....

Company Registration Number: .....

DOD Supplier Code (if already registered with the DOD): .....

Personal particulars of Company Director(s) (Include copy of RSA Identification and passport document):

.....

.....

.....

.....

.....

Personal particulars of sub-contractor if any (Include copy of RSA Identification and passport document):

.....

.....

.....

.....

.....

Company Physical Address: .....

.....

.....

.....

Company Postal Address: .....

.....

.....

.....

Company Core Business: .....

.....

1. When did the company begin with its operation?

Answer: .....

2. Does the company have a valid SARS tax clearance certificate? If yes, provide the tax clearance certificate number and the certified copy of the certificate

Answer: .....

3. Is the company registered with the Company and Intellectual Property Commission (CIPC)? If yes, provide the registration number and attach a certified copy of the registration certificate

Answer: .....

4. Who are the shareholders of the company and what percentage of shares do they each possess?

Answer: .....
.....
.....

5. What services will be rendered by the company to the SANDF

Answer: .....
.....
.....

6. What DOD installations/unit and specific area/section does the company required access to

Answer: .....
.....
.....

7. Does the company provide services to other RSA state departments? If yes, provide the names of the departments and the period/s during which service was provided

Answer: .....
.....
.....
.....

8. Does the company provide services to foreign governments and/or companies? If so, provide details

Answer: .....
.....
.....

9. Has the company been implicated in fraudulent activities? If yes, provide details

Answer: .....

10. Has the company been implicated in corrupt practices? If yes, provide details

Answer: .....

11. Has the company been implicated in any other criminal activity? If yes, provide details

Answer: .....

12. Does the company have the Employment Equity Plan? If yes, provide the Employment Equity Plan as well as the number and composition of the employees. (Only if the company is South African or employs South Africans)

Answer: .....

13. What is the track record and achievements of the company? Provide details

Answer: .....

14 Is the company under investigation by any government security agency? If yes, provide details

Answer: .....

.....

.....

.....

.....

.....

.....

15 What known factor could possibly prevent this company from entering into contract with the Department of Defence and Military Veterans or any component thereof and why?

Answer: .....

.....

.....

.....

.....

.....

.....

Compiled by:

ID: _____ Title: _____ Name _____

Signature: _____

Important aspects to take note of

- This document must always be accompanied by the profiles of the director(s) of the company as well as their RSA identification and passport documents
- Always attach the current Financial statement(s) of the company
- The current and valid SARS Tax Clearance certificate must be attached
- A Company Profile must be submitted with bid

SECTION B:

BID ADJUDICATION INFORMATION

Central Supplier Database (CSD) Full Report

Evaluation Criteria

Registration Authority Compliance

CSD FULL REPORT

EVALUATION CRITERIA

ADMINISTRATIVE AND MANDATORY CRITERIA

Omitted information. The Department of Defence (DOD) reserves the right to call the supplier to complete omitted information or to clarify any matters relating to the bid. In instances where the omitted information does not affect competitiveness, the bidder shall be formally invited to furnish such information. ***(Refer to General Bid Condition par 36)***

1. **Phase 1:** Compliance to the mandatory requirements will be done by CPSC Bid Evaluation Committee. Bidders that do not fully comply with the criteria will be eliminated / excluded and will not go to the next phase.

Ser No	Criteria	Yes	No
	a	b	c
1	**Standard Bid Documents (SBDs) 1, 3.1, 4, 6.1** Bidders are required to complete and sign any of the SBD documents attached and submit them in their originality by the closing date and time.		
2	**Central Suppliers Database**. Bidder/s must submit the latest valid CSD registration **full** report and it must reflect the following details of the directors, in business status and banking details.		
3	**Submission of Two envelope system.** Bidder are required to submit STRICTLY Two (2) separate properly sealed envelopes, clearly marked, Company stamp, Company name, Bid number and closing date. **THESE ENVELOPES MUST BE SUBMITTED TO BID RECEIPT OFFICE AT CENTRAL PROCUREMENT SERVICE CENTRE.** **ENVELOPE 1. PRICE PROPOSAL** It must contain SBD3 (Price Schedule). Price Breakdown must also be included. **ENVELOPE 2. TECHNICAL PROPOSAL** It must contain all other documents (except price schedule and price breakdown). Failure to submit this as required above will invalidate the bid.		
4	**Compliance to Special Conditions of the Contract (SCC) and Scope of Work**. Bidders are to submit a written confirmation that they will comply with the SCC and the SOW. Failure to submit this confirmation will invalidate this bid.		
5	**Briefing Session or Site Meeting Certificate**. Failure to attend the briefing session meeting and submit the fully completed original site meeting certificate by the closing date and time will invalidate the bid.		

Ser No	Criteria a	Yes b	No c
6	**Vetting Form**. Failure by the bidding company to complete and enclose the attached security vetting form will invalidate your bid.		
7	**Certificates of Compliance by Sub-Contractors**. Failure to submit an original certificate of compliance by any/all sub-contractor(s) as declared on the SBD6.1 will invalidate your bid. **NB: APPLICABLE ONLY TO BIDDERS WHO INTEND TO SUB – CONTRACT.**		
8	**Occupational Health and Safety Certificate (OHS)**. Failure to submit the OHS Certificate either the Company/CEO's/the employees Certificate by the closing date and time will invalidate the bid.		
9	**Personal Protective Equipment (PPE).** Bidders are to provide a catalogue that depict the type of uniform and protective equipment that is going to be used for the duration of a contract by the closing date and time. Failure to comply with the requirement will invalidate the bid.		
10	**Construction Industry Development Board (CIDB) Grading.** Bidders to submit a CIDB grading of 4CE or higher. Failure to submit such document by the closing date and time will invalidate the bid.		
11	**Compliance to South African National Standards (SANS)**. Bidders are to verify in writing that they will comply with SANS (**10142-1**; **10198**; **10208**; **780** or **60076**; **1816** or **62271**; **1063**; **2001**; **10100; 10162: 10400)**. Failure to submit such certification will invalidate your bid.		
12	**Compensation for Occupational Injuries and Diseases Act (COIDA) Registration.** Bidders are required to be registered with COIDA Act 130 of 1993. Failure to attach proof of the requested documents will invalidate the bid.		
13	**Company Public Liability Insurance.** Bidders are required to submit a Company Public Liability Insurance, a letter of intent is **NOT** acceptable. Failure to submit the required document will invalidate your bid.		

FUNCTIONALITY CRITERIA

EVALUATION GUIDELINES FOR FUNCTIONALITY

2. **Phase 2**: Compliance to functionality and scope of work. Bidders not excluded or invalidated on Phase 1 **Mandatory Criteria** will be considered for Phase 2. In Phase 2 the bids will be adjudicated based on the following criteria with a maximum total of **Fifty (50)** points. Bidders must achieve a minimum functionality score of 80% on Phase 2 to be

considered for the next Phase of evaluation. All bidders who score less than 80% (40 points) will be excluded from the next phases (Phase 3 & 4).

Phase 2: Capability and Planning	**Score: 50**
a. Experience	20
b. Project Management Plan	30

1	**Experience. Bidders shall be evaluated out of total score of Twenty (20) points for experience.**		/20
	Proof of Awards. Bidders will be evaluated out of a total score of **Ten (10)** points for proof of experience or credentials based on awards:	**/10**	
	a. The company will be awarded **Ten (10)** points for submitting proof of experience in Refurbishment. Such experience should be substantiated by means of previous awards **(e.g. Purchase Orders/Letters of Acceptance/Appointment Letter/Contract)** from the institution were such services had been rendered (more than two (02) awards should be submitted).	/10	
	b. The company will be awarded **Eight (08)** points for submitting proof of experience in Refurbishment. Such experience should be substantiated by means of previous awards **(e.g. Purchase Orders/Letters of Acceptance/Appointment Letter/Contract)**from the institution were such services has been rendered. (two (02) awards should be submitted)	/08	
	c. The company will be awarded **Six (06)** points for submitting proof of experience in supplying of Refurbishment of buildings. Such experience should be substantiated by means of previous awards **(e.g. Purchase Orders/Letters of Acceptance/Appointment Letter/Contract)**from the institution were such services has been rendered. (One (01) award should be submitted)	/06	
	d. The company will be awarded **Zero (0)** points for not submitting proof of experience in Refurbishment of buildings.	/00	
	Customer References and Testimonials (Bidders will be awarded out of a total of **Ten (10)** points for submission of positive client references from similar projects)	/10	
	a. The Bidder will be awarded **Ten (10)** points for submission of at least three (3) positive client references from similar projects.	/10	
	b. The Bidder will be awarded **Eight (08)** points for submission of two (2) positive client references from similar projects.	/08	
	c. The Bidder will be awarded **Six (06)** points for submission of one	/06	

	(1) positive client references from similar projects. d. The Bidder will be awarded **zero (0)** points for non-submission of any proof.	/00	
2	**Project Management Plan:** Bidders shall be evaluated up to a total score of **thirty (30)** points for submission of a project plan with timeline, resource allocation and communication plan		***/30***
	a. The Bidder will be awarded out of **Ten (10)** points with the project plan containing a timeline that is clear with milestones and deadlines:		
	i. Bidders is awarded **Ten (10)** points for a detailed timeline with all milestones, deadlines, clear contingencies and a realistic completion schedule.	/10	
	ii. Bidder is awarded **Eight (08)** points for a comprehensive timeline with clear milestones, deadlines, and some contingencies outlined.	/08	
	iii. Bidder is awarded **Six (06)** points for timeline that includes some milestones and deadlines but lacks clarity on contingencies.	/06	
	iv. Bidder is awarded **Four (04)** points for a basic timeline with few milestones; lacks detail on deadlines.	/04	
	v. Bidder is awarded **Zero (0)** points for a No timeline provided.	/00	
	b. The Bidder will be awarded out of **Ten (10)** points with the project plan containing a resource allocation plan that is detailed or personnel and equipment:		
	i. Bidder is awarded **Ten (10)** points for a Comprehensive resource allocation plan specifying personnel roles, equipment, and efficient allocation strategies.	/10	
	ii. Bidder is awarded **Eight (08)** points for a Detailed resource allocation plan with clear roles, responsibilities, and equipment availability.	/08	
	iii. Bidder is awarded **Six (06)** points for Resource allocation plan includes some details on personnel and equipment but lacks depth.	/06	
	iv. Bidder is awarded **Four (04)** points for Basic resource allocation plan with minimal detail; lacks clarity on personnel roles and equipment.	/04	
	v. Bidder is awarded **Zero (0)** points for No resource allocation plan provided.	/00	
	c. The Bidder will score out of **Ten (10)** points with the project plan		

	containing a Risk Management Plan that is detailed: i. Bidder will score **Ten (10)** points for a comprehensive risk management plan identifying potential risks, mitigation strategies, and monitoring processes. ii. Bidder will score **Eight (08)** points for a detailed risk management plan with identified risks and some mitigation strategies. iii. Bidder will score **Six (06)** points for a risk management plan that mentions some risks but lacks clear mitigation strategies. iv. Bidder will score **Four (04)** points for a basic risk management plan with minimal risk identification and no clear strategies. v. Bidder will score **Zero (0)** points for no risk management plan provided.	/10 /08 /06 /04 /00	
	Total Functionality (Bidder must achieve 80% threshold in this criteria)		

3. **Phase 3:** Price.

Phase 3	Price. (The Requirement will be according to the 80/20 principle)	**80/20**

4. **Phase 4:** SBD 6.1 Specific goal allocation points (Bidders to tick only one relevant column).

Status Level	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Level 1	51% owned by Black Women Military Veterans or 51% owned by Black Youth or	10	20		

	51% owned by Black People with Disability				
Level 2	51% owned by Black Male Military Veterans or 51% owned by People with Disability or 51% owned by Black Women EMEs	8	18		
Level 3	51% owned by Women Military Veterans or 51% owned by Black Male EMEs or 51% owned by Women EMEs or 51% owned by Black Women QSEs	6	16		
Level 4	51% owned by Male Military Veterans or 51% owned by Youth or 51% owned by any other EME'S or 51% owned by	4	14		

	Black Male QSEs or 51% owned by Women QSEs				
Level 5	51% owned by any other QSEs	2	12		
Level 6	Not Applicable				
Level 7	Not Applicable				
Level 8	Non-compliant	0	0		

5. Thereafter the points achieved are used in the application of the Preference Point System as per the Specific goals allocation points.

SECTION C: REQUIREMENT AND CONTRACT INFORMATION

General Bid Conditions (GBC): Department of Defence

General Conditions of Contract (GCC): National Treasury

Special Conditions of Contract (SCC): National Treasury

Special Conditions of Contracts (SCC): End-User

Specification

GENERAL BID CONDITIONS

DEPARTMENT OF DEFENCE

GENERAL BID CONDITIONS
(GBC)

TABLE OF CLAUSES

1. Definitions.
2. Application.
3. Availability.
4. Approved list of bidders.
5. Preparation of bids.
6. Charge for bid documents.
7. Samples.
8. Alternative offers.
9. Partial bids.
10. Bid prices and delivery periods.
11. Validity periods.
12. Closing of bids.
13. Lodging of bids.
14. Open bids or unnumbered envelopes.
15. Opening of bids.
16. Late bids.
17. Consideration of bids.
18. Award of bids.
19. Quantities other than specified.
20. Bidder's incorrect information.
21. Notification of awards.
22. Furnishing of bid information.
23. Amendment or withdrawal of bid.
24. Changed Requirement.
25. Co-ordinated Activities.
26. Contractor's Personnel.
27. Value Added Tax (VAT).
28. Damage Compensation.
29. Waiver.
30. Severability.
31. Sub-contracting.
32. Awarding of the bid.
33. Liability Insurance

34. Failure to Comply.
35. Vetting Form.
36. Omitted information.

GENERAL BID CONDITIONS

1. **Definitions**. Unless inconsistent with or otherwise indicated by the contents, the following terms shall have the meanings assigned to them:

a. **Acceptance of a Bid.** Means the award of a contract to a bidder in response to his bid or price quotation.

b. **Bid**. Means a written offer on the official bidding documents forming part of firstly, an invitation to bid, which invitation has been advertised in the Government Tender Bulletin, or secondly, an offer submitted in response to an invitation to submit a price quotation.

c. **Bidder**. Means any natural or juristic person submitting a bid or a price quotation.

d. **Closing Time**. Means the date and hour specified in the bidding documents for the receipt of bids or price quotations.

e. **Department**. Means the Department of Defence and in specific any of its Procurement Entities.

f. **Firm Prices**. Are deemed to be the prices which are only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax which, in terms of a law or regulation is binding upon the contractor and demonstrably have an influence on the prices of any supplies, or the rendering costs of any services, for the execution of the contract.

g. **Price Quotation**. Means a written offer sounding in money and reflected on the documentation wherein the offer was invited, duly completed and where necessary signed by or on behalf of the bidder.

h. **GBC**. Means the General Bid Conditions.

i. **Written or In Writing**. Means handwritten in ink or any form of electronic or mechanical writing.

2. **Application**. The GBCs are applicable to all Departmental bids and written price quotations, unless otherwise indicated in the bidding documents. Where the conditions in the bidding documents are in conflict with the GBCs, the conditions in the bidding documents shall prevail.

3. **Availability**. Copies of these GBCs are available, on application, from the Secretary for Defence (Attention: Chief of Acquisition and Procurement), Private Bag X910, Pretoria, 0001 or from any of the Department's Procurement Entities.

4. **Approved List of Bidders**. In the event that an approved list of bidders has been compiled for specific goods or services, bids will only be invited from bidders on such a list.

5. **Preparation of Bids**. Concerning the preparation of bids, bidders are to note the following:

a. **Expenses**. Unless otherwise indicated in the bid documents, the Department shall not be liable for any expense incurred in the preparation and submission of a bid.

b. **Bidding Documents**. Bidders are required to make use of the prescribed bidding documents. No changes to the bid documents are to be made.

c. **Information**. All the information called for in the bidding documents is to be furnished in the appropriate spaces, eg the bid prices. If requested, other information required, pamphlets, samples, etc are to be supplied.

d. **Address**. A domicilium citandi et executandi shall be chosen in the Republic and stated in the bid.

e. **Completion of Bidding Documents**. Bidders are to complete the bid documents, forms, certificates, questionnaires and specification forms in all aspects and to submit bids signed in ink of your choice.

f. **Bid Envelope**. The bid number must not appear on any envelope unless the envelope contains the bid itself. In particular, the bid number must not appear on an envelope containing a request for bid documents.

g. **Bidder's Own Conditions**. Bids should not be qualified by the bidder's own conditions of bid. Bids qualified by a bidder's own conditions may be rejected as being invalid and failure of the bidder to renounce such conditions when called upon to do so may invalidate the bid. This includes any alterations, erasures, omissions or additions by bidders to the bid documents.

h. **Submission of Documents**. The bid documents are to be submitted with due consideration to the following:

i. The bid documents are not to be retyped or redrafted. Photocopies may be prepared and used, but the original signed document must be submitted with the bid.

ii. Bidders must check the number of pages and satisfy themselves that none are missing or duplicated.

iii. Bidders must bid in accordance with the requirements stipulated in the bid documents.

iv. Bids must be compiled in such a manner that it allows for easy cross-referencing between the bid document and the submitted bid.

i. **Documents.** Bidders are to ensure that all required or specified documents are included in their bids.

j. **Compliance to Conditions and Specifications**. Bidders are to clearly indicate in their bids that their offers are compliant to the conditions and specification pertaining to the bid. If not, it must be clearly stated where and in which manner their offers are non-compliant to the conditions and specifications.

6. **Charge for Documents**. Where applicable and as required in the bidding documents or advertisement, a non-refundable fee for documents may be charged.

7. **Samples**

a. The Department shall not make samples available to prospective bidders, unless specifically mentioned in the bid documents;

b. When samples are called for in bid documents, samples shall be delivered at the cost of the bidder to the addressee mentioned in the bid documents before the closing time of the bid. Bids shall not be included in parcels containing samples.

8. **Alternative Offers**. In the event that bidders offer products alternative to that called for, bids for such alternative offers shall be submitted on separate copies of the bid documents, but only if bids are submitted for the specified requirement.

9. **Partial Bids**. In the event that bids for supplies and/or sales are called for, bids may be submitted for less than the number of specified items, or part of the specified quantity or requirement called for in the bid.

10. **Bid Prices and Delivery Periods**

a. **Firm Bids**. Firm bid prices and delivery periods are preferred. However, bidders may submit firm or non-firm prices and delivery periods. Where a bidder has not indicated whether his prices or delivery periods are firm or not, bid prices and delivery periods are deemed to be firm and the contractor shall be bound thereby. Expressions such as "soonest" or "earliest" or delivery periods which are unspecified are not acceptable.

b. **Contract Periods**. Where different prices are bid for different periods of the contract, the bid price applicable in respect of a particular period of the contract shall be a firm price if, as regards such period, it conforms to the definition of firm prices.

c. **Proof**. The Department may, where non-firm prices are offered, require that proof of costs of labour, material or other factors which are specified by the bidder, be submitted and, should the cost in the opinion of the Department not be realistic, same may be brought into consideration in the comparison adjudication of the bids.

11. **Validity Periods**. The period for which bids are to remain open for acceptance, valid and binding is indicated in the bidding documents and is calculated from the closing time and such offers are to remain open for acceptance, valid and binding until close of business on the last day of the period so calculated. Should this last day fall on a Saturday, Sunday or Public

Holiday, the bid will remain open for acceptance, valid and binding until close of business on the first business day following such Saturday, Sunday or Public Holiday.

12. **Closing of Bids**. Bids close at the time and date indicated in the bid documents. Extension of the closing date may be granted if circumstances justify this action. The closing date is normally extended only if there is sufficient time to publish an amending notification before the original closing date.

13. **Lodging of Bids**. Concerning the lodging of bids the following shall apply:

a. **Receipt**. Bids shall be lodged to ensure their actual receipt at the address before the closing time specified and in accordance with the directives in the bidding documents.

b. **Envelope**. Each bid shall be addressed according to the directives in the bidding documents and shall be lodged in a separate sealed envelope with the name and address of the bidder, the bid number and the closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope.

c. **Copies**. Unless specifically provided for in the bid invitation, no bids forwarded by e-mail, telegram, telex, facsimile or similar apparatus will be considered. Photostat copies of bids or photostat copies of faxes, signed in ink after being photostatted, will be accepted as valid bids.

d. **Samples**. Bids shall not be included in packages containing samples as such bids may be rejected as being invalid.

14. **Open Bids or Unnumbered Envelopes**. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. However, if a bid is received in an unsealed envelope or without an envelope, it shall be sealed in an envelope after the bid number has been written on the envelope.

15. **Opening of Bids**. Bids are opened in public as soon as practicable after the closing time and the names only of the bidders are read out, if so requested, at the time of opening the bids.

16. **Late Bids**. Bids are late if they are received at the address indicated in the bid documents after closing time. A late bid will not be opened or admitted for consideration and where practicable shall be returned unopened to the address appearing on the envelope.

17. **Consideration of Bids**. During the consideration of bids the following applies:

a. **Bids Considered**. All bids correctly lodged are taken into consideration.

b. **Position of Bidder**. The financial standing of bidders and/or their ability to manufacture or to supply goods or to render a service may be examined before their bids are considered for acceptance.

c. **Comparative Prices**. In comparing bids, the prices are brought to a comparative level by deducting unconditional discounts, preferences and other benefits and adding delivery and other costs as applicable and bringing implied contract price

adjustments into account. Non-firm bid prices are adjusted in accordance with the assessed contract price adjustments implicit in the non-firm prices. Where a range of delivery periods is quoted, the worst implied delivery period is used when calculating the comparative prices.

d. **Preferential Point System**. Where bidding documents include documents relating to a preferential point system, the required calculations will be made and comparison of bids done on the basis of points earned through the preferential point system.

e. **Adjustments to Prices**. The department reserves the right to rectify any incorrect calculations made by the bidder, but no adjustments may be made to the input figures.

f. **Compliance to Specification**. Bids will be evaluated to establish compliance to product or service specifications, with due consideration to alternative offers and/or deviations to specification.

g. **Evaluation Criteria**. Where bidding documents include evaluation criteria relating to functionality, for example bidder's capability, bidders profile, etc, the required calculations will be made and comparison of bids done on the basis of points earned.

h. **Negotiations.** Unless otherwise stated in the bid documents, no negotiations will be entered into.

i. **Communication with Bidders**. The Department may request clarification on information regarding any aspect included in the bid, which the bidder is to supply by the indicated date.

18. **Award of bids**. After prices have been brought to a comparative level and/or points calculated according to a preferential points system, the bid will be awarded considering the following order of priority:

a. If the preferential point system is applicable, normally to the bidder with the highest points, unless reasonable and justifiable grounds exist for passing over the bidder with the highest points. In the event of equal bids, the award is according to the relevant regulation.

b. If the preferential point system is not applicable, normally to the bidder with the lowest bid in the case of purchases by or services to the Department, or highest bid in respect of sales, unless reasonable and justifiable grounds exist for passing over the bid with the lowest bid in the case of purchases by or services to the Department, or highest bid in respect of sales. In the event of equal bids, the award is according to the following order:

i. Bidders offering firm bid prices as well as firm delivery periods.

ii. Supplies provided and services rendered from resources available within the Republic.

iii. Supplies and services from points nearest to the centres at which delivery is required.

iv. All things still being equal, the award shall be decided by the drawing of lots.

c. The Department is not obliged to accept the lowest or any bid.

d. The Department may, where a bid relates to more than one item, accept such bid in respect of any specific item or items and also accept part of the specified quantity of any specific item or items.

19. **Quantities Other than Specified**. The Department may increase or decrease the quantities reflected in the bids, but will do so after consultation with the bidders that responded to the invitation to bid.

20. **Bidder's Incorrect Information**. Where a contract has been awarded on the strength of information furnished by the bidder, which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Department may, in addition to any other legal remedy it may have

a. recover from the contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the contract; and/or

b. cancel the contract and claim any damages which the Department may suffer as a result of having to make less favourable arrangements.

21. **Notification of Acceptance**. Successful bidders are notified by registered or certified mail of the acceptance of their bids, either through a contract form or by official departmental order forms.

22. **Furnishing of Bid Results**

a. The following particulars of the successful bidders are normally published in the Government Tender Bulletin for general information:

i. Name.

ii. The price and delivery basis.

iii. The brand name of the product or the name of the manufacturer, if applicable.

iv. Where applicable, the preference percentages claimed.

b. Bids are not available for perusal by the public, but, at the written request of a bidder or interested party, the names and addresses of all bidders may be furnished over and above the information published in the Government Tender Bulletin.

c. Requests for any further information will be treated as provided for by law.

23. **Amendment or Withdrawal of Bid**. If a bidder amends or withdraws his bid after the closing time and within the validity period or extended validity period, he shall reimburse the Department any damages if a less favourable bid is accepted or less favourable arrangements are to be made.

24. **Changed requirement**. If Department of Defence institutions participating in this contract are disbanded or relocated or for reasons unknown at the time of concluding the contract, the Department of Defence reserves the right to cancel the contract or parts thereof on written notice of 90 days sent to the contractor at the address appearing in the contract.

25. **Co-ordinated activities**. Whilst on Department of Defence premises, personnel of the contractor will have access to all areas, subject to other stipulations in the relevant contract, to render the services. If the contractor's service is not rendered in a specific area at a given time, access to that area is forbidden. The work to be executed must under no circumstances disrupt the routine activities taking place in the institution or on the premises where the service is to be provided.

26. **Contractor's personnel:**

a. Identification. To identify the contractor's personnel on the premises of the Department of Defence, the personnel will comply with the following, with any costs for the account of the contractor:

i. Personnel will wear company identification cards with an employee photograph on it, conspicuously on his/her person at all times;

ii. Personnel will wear identifiable uniforms whilst on duty.

b. Attitude towards Safety, Health, Security and Service Delivery. Without prejudice to the contractor's responsibility and right to select and appoint his/her own personnel, the Department of Defence will at all times have the right to identify personnel of the contractor whom are considered to be safety and/or health and/or security risk and/or personnel whom are undesirable. In such case the contractor will be requested not to utilize such person(s) any longer to honour his/her obligations in terms of this contract. The contractor will immediately comply with the request and he/she will not, as a result of such a request, be entitled to institute any claim against the Department of Defence for any loss or otherwise suffered as a result of such a request. The contractor therefore indemnifies the Department of Defence against any claim whatsoever from the employee concerned.

c. Name List. The contractor must submit a complete name list of all personnel to be employed on Department of Defence premises to provide the service according to the contract, to the Department of Defence official at the institution or on the premises where the service is to be provided, who will arrange for entry permits for the contractor. Any changes to the personnel must be communicate to the designated official without delay.

d. Personnel on Site. The contractor must ensure that the total number of personnel offered for the execution of this contract is on duty on a daily basis. Provision must therefore be made for temporary or stand-in personnel for cases where personnel are on leave or sick leave.

27. **Value added tax (vat).** All monies paid in terms of this bid is subject to value added tax calculated at the appropriate tariff from time to time as provided for in the Value Added Tax Act, Act 89 of 1991, the schedules thereto and Rulings as issued by the South African Revenue Services in regard to value added tax.

28. **Damage compensation**.

a. The contractor herewith indemnifies the Department of Defence from any claim that may arise from a third party and all costs or legal expenses in this regard, to such a claim for loss or damage resulting from the death, injuries or disability of any such person(s), or the damage to property of the contractor or any other person(s) that may result from or be related to the execution of this contract.

b. The contractor will be held responsible for any damage or theft that may be caused, to the premises or content by him or his employees or be due to their neglect whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by the Department of Defence against the contractor.

c. In the case of damages to premises or content resulting from the work done, the contractor will undertake to rectify the damage immediately to the satisfaction of the Department of Defence. If the contractor fails to act immediately after notification, the Department of Defence will rectify the damage at will and the cost thereof will be recovered from any moneys outstanding.

d. The Department of Defence and it's employees will not be held responsible for any claim or injury to the contractor's personnel whilst on Department of Defence property or in the execution of their tasks on Department of Defence property.

29. **Waiver**. No waiver of any of the terms and conditions of the contract will be binding or effectual for any purpose unless expressed in writing and signed by the parties thereto, and any such waiver will be effective only in specific instances and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

30. **Severability**. Should any of the terms and conditions of the Contract be held to be invalid or unlawful, such terms and conditions will be severable from the remaining terms and conditions, which will continue to be valid and enforceable.

31. **Sub-contracting.** In the event that sub-contractors are used to execute the contract or part thereof, the following shall apply:

a. Prior Approval. Once the contract has been concluded, the contractor shall obtain prior approval from the Department of Defence before the appointment of any sub-contractor.

b. Payment. The contractor shall remain liable to reimburse the sub-contractors for goods delivered or services rendered to the Department of Defence.

32. **Awarding of the bid**. The DOD reserves the right to contract only a part of the contract or split the awarding of the contract to more than one bidder.

33. **Liability insurance**. The DOD will not be held responsible for any damages, loss and injury of Personnel, the contractor must make sure he/she has the Liability Insurance.

34. **Failure to Comply**. Where bidders fail to comply with any of these conditions, the Department reserves the right to invalidate bids received.

35. **Vetting Form.** Shortlisted bidders will be required to complete security vetting form.

36. **Omitted information**. The Department of Defence (DOD) reserves the right to call the supplier to come to complete omitted information or to clarify any matters relating to the bid. In instances where the omitted information does not affect competitiveness, the bidder shall be formally invited to furnish such information.

GENERAL CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidised 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 recognised 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 markets its goods on own initiative in the RSA at lower prices than that of

the country of origin and which has the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za or www.info.gov.za

4. Standards

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

5. Use of contract documents and information ; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

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

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution

or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts: advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

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

15. Warranty

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

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

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

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

purchaser.

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier

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

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

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

21.5 Except as provided under 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 Clause 22, unless an extension of time is agreed upon pursuant to Clause 21.2 without the application of penalties.

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

22.1 Subject to 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 Clause 23.

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within

the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to Clause 21.2;

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

(c) if the supplier, in the judgement 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.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised 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 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

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without

insolvency

compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

(a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

SPECIAL CONDITIONS OF CONTRACT National Treasury

CHANGED REQUIREMENT

1. If Department of Defence institutions participating in this contract are disbanded or relocated or for reasons unknown at the time of concluding the contract, the Department of Defence reserves the right to cancel the contract or parts thereof on written notice of 90 days sent to the contractor at the address appearing in the contract.

CO-ORDINATED ACTIVITIES

Whilst on Department of Defence premises, personnel of the contractor will have access to all areas, subject to other stipulations in the relevant contract, to render the services. If the contractor's service is not rendered in a specific area at a given time, access to that area is forbidden.

The work to be executed must under no circumstances disrupt the routine activities taking place in the institution or on the premises where the service is to be provided.

CONTRACTOR'S PERSONNEL

4. Identification. To identify the contractor's personnel on the premises of the Department of Defence, the personnel will comply with the following, with any costs for the account of the contractor:

a. Personnel will wear company identification cards with an employee photograph on it, conspicuously on his/her person at all times;

b. Personnel will wear identifiable uniforms whilst on duty.

5. Attitude towards Safety, Health, Security and Service Delivery. Without prejudice to the contractor's responsibility and right to select and appoint his/her own personnel, the Department of Defence will at all times have the right to identify personnel of the contractor whom are considered to be safety and/or health and/or security risk and/or personnel whom are undesirable. In such case the contractor will be requested not to utilise such person(s) any longer to honour his/her obligations in terms of this contract. The contractor will immediately comply with the request and he/she will not, as a result of such a request, be entitled to institute any claim against the Department of Defence for any loss or otherwise suffered as a result of such a request. The contractor therefore indemnifies the Department of Defence against any claim whatsoever from the employee concerned.

6. Name List. The contractor must submit a complete name list of all personnel to be employed on Department of Defence premises to provide the service according to the contract, to the Department of Defence official at the institution or on the premises where the service is to be provided, who will arrange for entry permits for the contractor. Any changes to the personnel

must be communicate to the designated official without delay.

7. Personnel on Site. The contractor must ensure that the total number of personnel offered for the execution of this contract is on duty on a daily basis. Provision must therefor be made for temporary or stand-in personnel for cases where personnel are on leave or sick leave.

VALUE ADDED TAX (VAT)

8. All monies paid in terms of this bid is subject to value added tax calculated at the appropriate tariff from time to time as provided for in the Value Added Tax Act, Act 89 of 1991, the schedules thereto and Rulings as issued by the South African Revenue Services in regard to value added tax.

DAMAGE COMPENSATION

9. The contractor herewith indemnifies the Department of Defence from any claim that may arise from a third party and all costs or legal expenses in this regard, to such a claim for loss or damage resulting from the death, injuries or disability of any such person(s), or the damage to property of the contractor or any other person(s) that may result from or be related to the execution of this contract.

10. The contractor will be held responsible for any damage or theft that may be caused, to the premises or content by him or his employees or be due to their neglect whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by the Department of Defence against the contractor.

11. In the case of damages to premises or content resulting from the work done, the contractor will undertake to rectify the damage immediately to the satisfaction of the Department of Defence. If the contractor fails to act immediately after notification, the Department of Defence will rectify the damage at will and the cost thereof will be recovered from any moneys outstanding.

12. The Department of Defence and it's employees will not be held responsible for any claim or injury to the contractor's personnel whilst on Department of Defence property or in the execution of their tasks on Department of Defence property.

WAIVER

13. No waiver of any of the terms and conditions of the contract will be binding or effectual for any purpose unless expressed in writing and signed by the parties thereto, and any such waiver will be effective only in specific instances and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

SEVERABILITY

14. Should any of the terms and conditions of the Contract be held to be invalid or unlawful,

such terms and conditions will be severable from the remaining terms and conditions, which will continue to be valid and enforceable.

SUB-CONTRACTING

15. In the event that sub-contractors are used to execute the contract or part thereof, the following shall apply:

a. Prior Approval. Once the contract has been concluded, the contractor shall obtain prior approval from the Department of Defence before the appointment of any subcontractor.

b. Payment. The contractor shall remain liable to reimburse the sub-contractors for goods delivered or services rendered to the Department of Defence.

AWARDING OF THE BID

16. The DOD reserves the right to contract only a part of the contact or split the awarding of the contract to more than one bidder.

LIABILITY INSURANCE

17. The DOD will not be held responsible for any damages, loss and injury of Personnel, the contractor must make sure he/she has the Liability Insurance.

SPECIAL CONDITIONS OF CONTRACT: PERTAINING THE APPOINTMENT OF SUB-CONTRACTOR TO THE MAIN CONTRACTOR (REGIONAL WORKS MPUMALANGA PROVINCE) FOR DEVELOPMENT FOR ROADS AND STORMWATER AT EIKE VILLAGE IN AIR DEFENCE ARTILLERY SCHOOL, CAMDEN MILITARY BASE, ERMELO, MPUMALANGA PROVINCE

Bidders are required to comply with the following Special Conditions:

SITE INSPECTION

1. The contractor shall inspect the site before submitting a quotation. The contractor shall verify all mansions, quantities, existing conditions, access requirements and interfaces with existing services. No claim arising from failure to inspect the site or verify dimensions shall be entertained where the information was reasonably ascertainable during the site inspection.

SCOPE OF WORK

2. The contractor shall execute all works described in the approved Scope of Work and Bill of Quantities (BOQ). The contractor shall provide all labour, materials, plant, tools, equipment, supervision, transport and other resources necessary to complete the works.

VARIATIONS

3. No additional work or variation shall be undertaken without prior written approval from the authorised Departmental representative.

4. Any proposed variation shall be supported by:

- Description of the additional or omitted work.
- Quantity.
- Applicable unit rate.
- Financial implication.
- Written motivation.

5. Unauthorised additional work shall be undertaken at the contractor's own risk and shall not automatically qualify for payment.

MATERIALS

6. All materials shall be new, unused and of acceptable commercial quality. Materials shall comply with the applicable SANS requirements and the specifications stated in the BOQ. The Department reserves the right to reject materials that are defective, damaged, substandard or not in accordance with the approved specification.

SAMPLES AND APPROVAL

7. Where applicable, the contractor shall submit samples of tiles, paint colours, ceiling materials, doors, locks, sanitary fittings and other finishes for approval before bulk procurement. No change of specified material or product shall be made without written approval.

EXISTING SERVICES

8. The contractor shall exercise extreme care when working near existing electrical, plumbing, structural and other services. The contractor shall be responsible for immediately reporting any damage to existing services and shall repair damage caused through negligence or poor workmanship at no additional cost to the Department.

ELECTRICAL WORKS

9. In case of electrical damage, repair shall be carried out by suitably qualified and competent personnel. The contractor shall test the completed installation and provide the required test results and applicable electrical compliance documentation where required.

PLUMBING WORKS

10. All plumbing installations shall be properly secured, connected and tested. The contractor shall pressure-test the installation and rectify all leaks and defective connections before handover.

OCCUPATIONAL HEALTH AND SAFETY

11. The contractor shall comply with all applicable Occupational Health and Safety requirements. The contractor shall provide the required PPE, safety equipment, competent supervision and an appropriate health and safety file before commencing work where required. The contractor shall maintain a safe working environment throughout the project.

SECURITY AND ACCESS

12. The contractor shall comply with all security and access-control requirements applicable to the Air Defence Artillery School. All workers, vehicles and deliveries shall be subject to the required security procedures. The contractor shall not allow unauthorised persons onto the site.

PROTECTION OF GOVERNMENT PROPERTY

13. The contractor shall protect existing buildings, equipment, furniture, services and other Government property from damage during construction. Any damage caused by the contractor, its employees or sub-contractors shall be repaired or replaced at the contractor's cost.

WORKING HOURS

14. Normal working hours shall be agreed with the Department before commencement. Any work required outside normal working hours shall require prior approval from the authorised Departmental representative.

HOUSEKEEPING AND RUBBLE REMOVAL

15. The contractor shall maintain the site in a clean and orderly condition throughout the project. Construction rubble, packaging and waste shall be removed regularly and disposed of at an approved disposal facility. The site shall be thoroughly cleaned before handover.

QUALITY CONTROL AND INSPECTIONS

16. The Department shall have the right to inspect the works at any stage. The contractor shall rectify defective workmanship identified during inspections at no additional cost. Covering up work that requires inspection or approval without authorisation may result in the contractor being instructed to expose the work for inspection.

PROGRAMME OF WORKS

17. The successful contractor shall submit a programme of works indicating the planned commencement, major activities, completion dates and final handover. The contractor shall notify the Department immediately of any circumstance likely to affect the approved completion period.

SUB-CONTRACTING

18. No portion of the works shall be sub-contracted without prior approval from the Department and in accordance with the applicable procurement requirements. The main contractor shall remain responsible for the quality and performance of approved sub-contractors.

PAYMENT

19. Payment shall be made in accordance with the approved contract, measured work completed and the applicable Government payment procedures. The contractor shall submit supporting documentation required for processing payment. Payment shall not constitute acceptance of defective or incomplete work.

COMPLETION AND HANDOVER

20. The works shall only be considered complete when:

- All specified works have been completed;
- Defects identified during inspection have been rectified;
- All surplus materials and rubble have been removed;
- Relevant certificates, warranties and documentation have been submitted; and
- The facility is ready for its intended operational use.

DEFECTS LIABILITY

21. The contractor shall rectify defects attributable to defective workmanship or materials identified during the agreed defects liability period. Such defects shall be corrected within a reasonable period as instructed by the Department.

WARRANTY

22. Where manufacturers' warranties apply to installed equipment or materials, the contractor shall provide the relevant warranty documentation to the Department upon completion.

COMPLETION CERTIFICATE

23. Upon satisfactory completion and inspection, the authorised Departmental representative may issue a Practical Completion Certificate, subject to any outstanding minor defects being recorded and addressed.

FINAL CONDITION OF THE FACILITY

24. The contractor shall hand over the complete road and storm water in a safe and functional condition suitable for its intended operational purpose.

PROCUREMENT COMPLIANCE

25. The contractor shall comply with all applicable Departmental procurement conditions, contractual requirements and instructions issued by the authorised Departmental representative.

26. Where there is a conflict between the contractor's quotation and the approved Scope of Work/BOQ, the approved procurement documentation and contract conditions shall take precedence, subject to the applicable procurement rules.

DEPARTMENT OF DEFENCE (DOD)

REGIONAL WORKS HQ MPUMALANGA

SCOPE OF WORK

DWF188647 BILL OF QUANTITIES & ESTIMATES FOR THE REPAIRS, RENOVATION & UPGRADE OF 20 HOUSES AND PROVISION OF CONSTRUCTION MATERIALS TO COMPLETE 5 HOUSES, EIKE VILLAGE, ADA SCHOOL, CAMDEN MILITARY BASE INFRASTRUCTURE PHASE - ROADS & STORMWATER

Item No	Description a	Unit b	Quantities Required	Stock	Supply	Cost d	Amount e	Remark f
Bill 01	**PRELIMINARIES AND GENERALS**							
1	**Name of User Client: Air Defence Artillery School, Camden Military Base** Address: Camden Road, Camden Military Base, Ermelo, Mpumalanga Province							
2	**Name of Client: Air Defence Artillery Formation** Address of Consultants: ADA Fmn, Sebokeng, Dequar Road, Pretoria Telephone Numbers of Consultants: 012 355 2820							
3	**Name of Principal Client: South African Army** Address of Consultants: SA Army HQ, 981 Dequar Road, Dequar Complex, Salvokop, Pretoria, 0001 Telephone Numbers of Consultants: 012 355 1898 / 1810							
4	**Name of Consultants: Defence Works Formation (Principal Agent)** Address of Consultants: Eco Origin, 349 Witch Hazen Avenue, Centurion, Pretoria Telephone Numbers of Consultants: 012 649 (869) 8077 / 6064							
5	**Name of Contractor: Regional Works Unit Mpumalanga** Address of Contractor: Okim Building, 6 Sprut Street, Nelspruit Telephone Numbers of Contractor: 013 756 (870) 2007 / 2288							
	BUILDING AGREEMENT AND PRELIMINARIES							
	Meaning of Terms Tender / Tenderer							
5	Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder" also as applicable "Contractor"							
6	The JBCC Principal Building Agreement (Edition 6.2, May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described							
7	The JBCC Principal Building Agreement Contract Data forms an integral part of this agreement							
8	The preliminaries Revision 1.2 (May 2018) published by the Association of South African Quatity Surveyors for the use of the JBCC Principal Building Agreement Edition 6.2 shall be deemed to be incorporated in these bills of quantities, amended as hereinafter described							
9	The Contractor is deemed to have referred to the abovementioned intent and meaning of each clause							
10	The clauses in the abovementioned documents are hereinafter referred to by the clause documents for the full number and heading only							
11	Where any item is not relevant to this agreement such item is marked N/A signifying "not applicable"							
12	Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections orsupplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents							
	Tenderer's Selections							
13	Before submission of his tender the contractor is to complete the tenderer's selections in the contract data for organs of state and other public sector bodies							
	PREAMBLES FOR TRADES							
14	The Model Preambles for Trades 2008 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							
15	Supplementary preambles and/or specifications are incorporated in these Bills of Quantities to satisfy the requirements of this project. Such							
	Carried Forward						R -	

Item No	Description a	Unit b	Quantities Required	Stock	Supply	Cost d	Amount e	Remark f
	Brought Forward						R -	
	supplementary preambles and/or specifications shall take precedence over the provisions of the Model Preambles							
16	The Contractor/Bidder's prices for all items throughout these Bills of Quantities shall take account of and include for all the obligations, requirements and specifications given in the Model Preambles and in any supplementary preambles and/or specifications							
	STRUCTURE OF THIS PRELIMINARIES							
17	Section A: A recital of the headings of the individual clauses of the aforementioned JBCC Principal Building Agreement							
18	Section B. A recital of the headings of the individual clauses of agreement the aforementioned JBCC General Preliminaries Agreement							
19	Section C: Any special clauses to meet the particular circumstances of the project							
	PRICING OF THE PRELIMINARIES							
20	Should the Contractor select option A in the Contract Data for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are to be divided into one or more of the three (3) categories provided namely: fixed (F), value related (V) and time related (T)							
21	Tenderer's Note: before pricing the preliminaries cognizance to be taken of the information listed in the Contract Data DPW-04 (EC)							
	Section A - Principal Building Agreement							
	Clause 1.0: Definitions and Interpretation							
	Definition of Agreement							
22	The defintion of agreement is replaced with the following defintion: "AGREEMENT: The JBCC Principal Building Agreement, the completed JBCC PBA Contract Data, the Contract Drawings, the priced documents and any other documents reduced to writing and signed by the representative (s) of the parties"							
	Construction Period							
23	The period commencing on the date of possession of the site by the Contractor and ending on the date of practical completion							
	Cost Fluctuation							
24	Shall mean contract price adjustment provision (CPAP) for the adjustment of fluctuation in the cost of labour, plant, material and goods as stated in the schedule							
	Default Interest							
25	Not Applicable							
	Guarantee for Construction							
26	A security in terms of the DPWI's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD]							
	Interest							
27	The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State							
	Payment Certificate							
28	A certificate issued at regular agreed intervals [CD] by the Principal Agent to the parties certifying the amount due and payable in terms of Clause 25 3							
	Principal Agent							
	Carried Forward						R -	

Item No	Description a	Unit b	Quantities Required	Stock	Supply	Cost d	Amount e	Remark f
	Brought Forward						R -	
29	The person or entity appointed by the employer and named in the contract data for organs of state and other public sector bodies. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by the employer's representative as named in the contract data for organs of state and other public sector bodies							
	Targeted Subcontractors							
30	Subcontractors that must be appointed to a total of 30% or more of the contract sum, by the contractor, projects with a contract sum of the amount determined by the Minister in terms of the latest Preferential Procurement regulations, as may be amended from time to time.							
	F.....V.....T.....	Item						
	Pricing of the Bills of Quantities							
31	The Contractor/Bidder 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 (other than Value Added Tax (VAT)), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. VAT is to be separately stated on the summary page of the Bills of Quantities							
32	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/Bidders's omission to price any item will be entertained							
33	Prices for all construction equipment, temporary works, services and other items shall include for the supply, MAINTENANCE, operating cost and subsequent removal and making good as necessary							
	Abbreviated Descriptions							
34	The items in these Bills of Quantities utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and relevant preambles and or specifications. However, should the full intent and meaning of the any descriptions not be clear, the Contractor/Bidder shall, before submission of his/her tender, call for a written directive from the Principal Agent (or his delegated Agent), failing which it shall be assumed that the Contractor/Bidder has allowed in his pricing for materials and workmanship in terms of international best practice							
	Legal Status of Contractor/Bidder							
35	If the Contractor (herewithafter also shall include Bidder) constitutes a Joint Venture (JV), Consortium or other unincorporated grouping of two or more persons then:							
35.1	1 These persons are deemed to be jointly and severally liable to the Employer for the performance of this agreement							
35.2	2. These persons shall notify the Employer of their leader who has authority to bind the Contractor and each of these persons							
35.3	3. The Contractor shall not alter its composition or legal status without prior written consent of the Employer							
36	Errata by JBCC. Omit from definition of construction period the words: "excluding annual holiday period". Omit from definition of preliminaries the work: "priced"							
	F.....V.....T.....	Item						
	Clause 2.0: Law, Regulations and Notices Health and Safety							
37	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 Occupational Health and Safety Act 85, 1993. It is specifically stated that the employer shall prepare a documented health and saferty specification for the works and the employer shall ensure that the contractor has made provision for the cost of health and safety measurin during the execution of the works. The Contractor shall price the OHS Bill for compliance with the act and the regulations and the provisions of the aforementioned health and							
	Carried Forward						R -	

Item No	Description a	Unit b	Quantities Required	Stock	Supply	Cost d	Amount e	Remark f
	Brought Forward						R -	
	safety specification [2.1]							
38	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 sub-contractors (if any) with the regulations and with the health and safety plan and specification. 5. Conform to the conditions contained in the employer's health and safety specification.							
39	NHBRC levies the contractor shall allow for and pay any levies required by the National Home Builders Registration Council (NHBRC). The contrcator warrants that he is registered and will maintain registration with the NHBRC for the duration of this agreement [2.1]							
	Clause 3.0 - Offer and Acceptance							
40	Replace Clause 3.3 with the following: This agreement shall come into force on the date of letter of acceptance payment [25 0] and continue to be of force and effect until the end of the latent defects liability period [22.0] notwithstanding termination [29 0] or the certification of final completion [21 0] and final							
	F ..... V: ..... T	Item						
	Clause 4 0 - Assignment and Cessasion							
41	Ref Clause 6 7 [CD] - Clause 4 2 Replace Clause 4.3 with the following:							
42	Where a contractor cedes any right or any monies due to or to become due under this agreement as security in favour of a financial institution, the prior written consent of the employer, which consent shall not be unreasonably withheld, must be obtained							
	F ..... V ..... T	Item						
	Clause 5 0 - Documents							
43	Replace last sentence of Clause 5 2 with the following: The original signed agreement shall be held by the Employer							
44	Replace Clause 5.4 with the following: The Bills of Quantities shall not be used as a specification of material and goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of discrepancy between the drawings and Bills of Quantity, the drawings shall take preference							
45	Replace Clause 5.5 with the following: The parties may publish or disclose on any platform only the contract scope and contract amount							
	F ..... V ..... T	Item						
	Clause 6.0 - Employer's Agents							
46	Replace Clause 6 5 with the following: Where the principal agent and/or an agent fails to act or is unable to act or ceases to be the principal agent or an agent in terms of this agreement, the employer shall appoint another principal agent and/or an agent Add the following as Clause 6.7:							
47	In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent, notwithstanding other provisions in the contract. The employer shall sign all documents in relation to clauses 4 2, 14.1.4, 14.4.1, 14.6, 15 1 4, 15 4 1, 23 1, 23 2, 23.3, 23 7, 23 8, 26 1, 26 7, 26 12							
	F ..... V ..... T	Item						
	Clause 7 0 - Design Responsibility							
48	Replace first sentence of Clause 7 2 with the following: Any design responsibility undertaken by a subcontractor shall not devolve on the contractor except for items that require specific component design and or compatibility design and or shop drawings and or the assembly thereof							
	F ..... V ..... T	Item						
	Carried Forward						R -	

Item No	Description a	Unit b	Quantities Required	Stock	Supply	Cost d	Amount e	Remark f
	Brought Forward						R -	
	Value Added Tax							
49	Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT)							
	Contract Drawings							
50	Draft Drawings will be provided for the project, the Contractor will finalize the drawings and proceed with the approval process with the Local Municipality as follows							
52	Civil Works Version x 2 hard copies (A0 and A2) + 1 digital *Inclusive Only limited to Bulk Plumbing, Drainage, Sewer and Water*	Item	1		1			
53	Electrical Works Version x 2 hard copies (A0 and A2) + 1 digital *Inclusive Only limited to Bulk Electrical Supply*	Item	1		1			
54	Site Layout Version x 2 hard copies (A0 and A2) + 1 digital	Item	1		1			
	Insurance and Securities (A8-A11)							
	Clause 8.0 - Works Risk							
55	Replace Clause 8.4 with the following The contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary							
	F ..... V ..... T	Item						
	Clause 9.0 - Indemnities							
56	Add the following to the end of the first sentence of Clause 9 2 7: "..... due to no fault of the contractor							
57	Add the following as clause 9 3: The employer's rights to claim damages for the contractor's omissions and actions will not be affected.							
	F ..... V ..... T	Item						
	Clause 10.0 - Insurances							
58	Replace Clause 10 1 with the following The party responsible shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary , from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractors obligations after the date of practical completion [8.2 2]							
59	Add the following as Clause 10 1 5 1 Risk Insurance In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply							
60	Add the following as Clause 10.1 5 1 1 Damage to the works The contractor shall, from the date of possession of the site until the date of the certificate of practical completion, bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary							
61	When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs							
	10.1.5.1 2 Injury to persons or loss of or damage to property							
62	The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above							
63	The contractor shall be liable for and hereby indemnifies the employer							
	Carried Forward						R -	

Item No	Description a	Unit b	Quantities Required	Stock	Supply	Cost d	Amount e	Remark f
	Brought Forward						R -	
	against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract							
64	10.1 5 1 2 Replace Clause with the following: It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1 2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of letter of acceptance, but before commencement of the works, submit to the employer proof of such insurance policy.							
65	10.1.5.1.3 Replace Clause with the following: The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.1 5.1.1; 10.1.5.1 2 and 10.1.5.1.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole.							
66	10 2 Replace Clause with the following: Where practical completion in sections is required [20.0), or where the works is for alterations and additions, the contractor shall effect and keep in force contract works insurance [10 1.1], supplementary insurance [10 1 2], public liability insurance [10.1.3] and where applicable, removal of lateral support insurance [10.1.4] and other insurances [10.1.5) in favour of the employer as beneficiary.							
67	10.6 No Clause							
68	Add the following as Clause 10.11 In the event that an insurer dispute the amount of the claim to be paid to the employer, the contractor shall be liable to the employer for the difference between the claim (as determined by the employers QS appointed on the project) made by the employer and the amount that the insurer is willing to pay.							
	F ..... V: ..... T:	Item						
	Clause 11 0 - Security							
	Security for payment							
	Add the following as to the relevant related Clauses as follows.							
69	Add the following to Clause 11 1: In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).							
70	In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of C 1 0 Securities, as stated in the schedule. Such security shall be provided to the employer within fifteen (15) working days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within fifteen (15) working days from commencement date, the security in terms of C 1 0 Option C shall be deemed to have been selected.							
71	The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25 12 1 - 25 12 5							
72	11.1.1 No Clause							
73	11.1 2 No Clause							
74	11 2 2 No Clause							
75	11 3 No Clause							
76	Replace Clause 11 4.1 with the following: Hand over the site to the contractor and withhold an amount equal to ten per cent (10%) of each interim payment certificate until practical completion is achieved. The value certified shall be subject to the adjustments in terms of 25.12 6 to 25 12.10							
	Carried Forward						R -	

Item No	Description a	Unit b	Quantities Required	Stock	Supply	Cost d	Amount e	Remark f
	Brought Forward						R -	
77	11.5 No Clause							
78	11.6 No Clause							
79	11.7 No Clause							
80	11.9 No Clause							
81	11.10 No Clause							
82	Add the following as Clause 11.11: Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:							
83	Add the following as Clause 11.11.1: The contractor shall furnish the employer with a cash deposit equal in value to ten percent (10%) of the contract sum (excluding VAT) within fifteen (15) working days from commencement date. Failure to furnish the employer with a cash deposit within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.							
84	Add the following as Clause 11.11.2: The employer shall be entitled to recover expense and loss from the cash deposit in terms of Clause 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.							
85	Add the following as Clause 11.11.3: Within fifteen (15) working days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT) and refund the balance to the contractor.							
86	Add the following as Clause 11.11.4: Within fifteen (15) working days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor.							
87	Add the following as Clause 11.11.5: On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor.							
88	Add the following as Clause 11.11.6: The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party.							
89	Add the following as Clause 11.12: Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:							
90	Add the following as Clause 11.12.1: The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within fifteen (15) working days after issuance of the letter of acceptance. Failure to submit an acceptable variable construction guarantee within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.							
91	Add the following as Clause 11.12.2: The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender.							
92	Add the following as Clause 11.12.3: The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring.							
93	Add the following as Clause 11.12.4: Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall issue a written demand in terms of the variable construction guarantee.							
94	Add the following as Clause 11.13: Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:							
95	Add the following as Clause 11.13.1: The contractor shall furnish a fixed construction guarantee to the							
	Carried Forward						R -	

Item No	Description a	Unit b	Quantities Required	Stock	Supply	Cost d	Amount e	Remark f
	Brought Forward						R -	
	employer equal in value to five per cent (5%) of the contract sum (excluding VAT).							
96	Add the following as Clause 11.13.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion							
97	Add the following as Clause 11.13.3: The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring							
98	Add the following as Clause 11.13.4: The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5.							
99	Add the following as Clause 11.13.5. Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or from both.							
100	Add the following as Clause 11.14.1. Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:							
101	Add the following as Clause 11.14.2: The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within fifteen (15) working days from commencement date. Failure to submit a cash deposit within fifteen(15) working days Clause 11.4 will apply mutatis mutandis.							
102	Add the following as Clause 11.14.3: Within fifteen (15) working days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor							
103	Add the following as Clause 11.14.4: The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5.							
104	Add the following as Clause 11.14.5: Where the employer has a right of recovery against the contractor in terms of 27, the employer may recover from the payment reduction or cash deposit or from both.							
105	Add the following as Clause 11.15 Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected							
106	Add the following as Clause 11.15.1: The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.6 to 25.12.10.							
107	Add the following as Clause 11.15.2: The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor							
108	Add the following as Clause 11.16. Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement.							
109	Add the following as Clause 11.17 Should the contractor fail to furnish the security in terms of 11.2 the employer, in his sole discretion, and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT).							
	F ..... V ..... T	item						
	Extension of Waiver of Lien							
110	The contractor shall ensure that a waiver of lien is included in all							
	Carried Forward						R -	

Item No	Description a	Unit b	Quantities Required	Stock	Supply	Cost d	Amount e	Remark f
	Brought Forward						R -	
	subcontracts (if any) and that the works executed on the site are kept free of all aliens and other encumbrances at all times [11.10]							
111	Errata by JBCC Clause 11.5 Replace "ten (10)" with "five (5)"							
	F ..... V: ..... T:	Item						
	Execution (A12 - A17)							
	Clause 12 0 - Duties of the parties							
112	Clause 12.1.1 No Clause							
	Provisions of clauses 12.1 2 to 12.1 6 and 12 2.18							
113	Refer to the contractor data, the Preliminaries documents and "Section B: Preliminaries" of this Bill No 1 with reference to the provisions of clauses 12.1 2 to 12 1.16 and 12 2 18 of the JBCC Pricipal Building Agreement							
114	Replace Clause 12.1.5 with the following: Give possession of the site to the contractor within ten (10) working days after approval of the Health and Safety Plan or the issue of a construction permit by the Department of Labour, if applicable, after the contractor complied with the terms of 12 2 22							
115	Replace Clause 12 2 2 with the following: The priced Bills must be submitted to the Employer within fourteen (14) calendar days from date of request Where the priced document contains errors or discrepancies and/or prices considered by the employer or principal agent to be imbalanced or unreasonable the employer or principal agent and the contractor shall adjust such prices without any change to the contract sum							
116	Replace Clause 12 2.5 with the following Effect and keep in force insurances in favour of the employer as beneficiary where the contractor is responsible for providing insurances [10.0) [CD]							
117	Replace Clause 12.2 13 with the following: Designate a competent person full time on site to continuously administer and control the works on site and to receive and implement notices and contract instructions on behalf of the contractor							
118	Add the following as Clause 12 2 22 Within fourteen (14) working days of the date of the letter of acceptance submit to the principal agent an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)							
119	Add the following as Clause 12.2.23. The contractor shall within reasonable time inform the agents regarding inspection of the works before covering / closing [B 12.0]							
	Office Accommodation							
120	The contractor will co-share with the existing site office currently on site If however he wishes to provide own facility, this must be maintained and removed on practical completion such a facility (air conditioned with suitable tables and chairs for meetings). Site offices shall be kept clean and fit for use at all times [12 2.18]. **No shack to be provided as an office**							
	F: ..... V: ..... T:	Item						
	Main Notice Board							
121	The Contractor shall erect in a position approved by the Principal Agent maintain and remove on practical completiona notice board as recommended by the South African Institute of Architects and as approved by the Principal Agent listing names & logos of the employer, the contractor and the professional consultants. Subcontractor or supplier notice will or shall only be erected when permission is granted by the Principal Agent for such notices to be erected [12.2.18]							
122	Clause 13 0 - Setting Out							
	F ..... V ..... T:	Item						
	Clause 14.0 - Nominated Subcontractors							
123	Ref Clause 6 7 [CD] - Clause 14.1 4							
	Carried Forward						R -	

Item No	Description a	Unit b	Quantities Required	Stock	Supply	Cost d	Amount e	Remark f
	Brought Forward						R -	
124	14.1.5 No Clause							
125	Replace "Principal Agent " with "Employer" [6 7 [CD]] in Clause 14.4 1 Ref Clause 6 7 [CD] - Clause 14.6							
	F: ..... V: ..... T:	Item						
	Clause 15.0 - Selected Subcontractors							
126	15.1.5 No Clause							
127	Replace Clause 15.1 2 with the following: The principal agent shall call for tenders from a list of tenderers agreed between the contractor and the employer							
128	Replace "Principal Agent " with "Employer" [6 7 [CD]] in Clause 15.4.1							
	F: ..... V: ..... T:	Item						
	Statutory and Other Notices							
129	The contractor shall submit and or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the works by the contractor. The contractor shall pay all deposits or fees in this regard [12.1.6]. It is however, specifically recorded that the employer shall be responsible for the timeous approval of requirements necessary for such processes. Authorization of building plans and payment thereof is herewith included in the bills of quantities thus shall be priced, processed and paid for at the relevant authorities by the contractor.							
130	Errata by JBCC Clause 12.2.17 Omit the words "[CD] within ten (10) working days"							
	Clause 16.0 - Direct Contractors							
131	Attendance on direct contractors. In respect of direct contractors the contractor shall							
131.1	1 Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials							
131.2	2 Allow the use of personnel welfare facilities, where provided.							
131.3	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							
131.4	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]							
132	Errata by JBCC Clause 16.1.3 Reference should read "[26 5]"							
	F: ..... V: ..... T:	Item						
	Clause 17.0 - Contractor Instructions							
133	Site 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							
134	Errata by JBCC Clause 17.1.3 Reference should read "13 2.4]"							
135	Replace Clause 17 4 with the following: The contractor shall comply with and duly execute all contract instructions except any contract instruction for additional work issued after the date of practical completion other than making good physical loss and repairing damage to the works in terms of 8 0 and 21							
136	Add the following clause as Clause 17 6 Minutes of meetings shall not constitute a site instruction unless reduced to a written contract instruction issued by the principal agent in terms of this contract / agreement.							
	F ..... V ..... T	Item						
	Carried Forward						R -	

Item No	Description	Unit	Quantities			Cost	Amount	Remark
	a	b	Required	Stock	Supply	d	e	f
	Brought Forward						R -	
	Completion (A18 - A24)							
	Clause 18.0 - Interim Completion							
137	The contractor generally requires the work of all subcontractors to be completed before the date of practical compltion to permit timeous commissioning of services and general cleaning of the site before relinquishing possession of the site/works to the employer. The Contractor must inform the Princial Agent if the assistance of an appointed specialist agent will be required for the inspection of the achievement of interim completion.							
	F ..... V ..... T	Item						
	Clause 19.0 - Practical Completion							
138	The Principal Agent must specify in appropriate detail at tender stage what quality of work and degree of completion the contractor must produce to achieve practical completion to limit subjective interpretation thereof. The contractor shall inspect the works to satisfy himself that the specified degree of completion of the works has been achieved and give timeus notice to the Principal Agent to inspect the works on or before the anticipated date of practical completion. The Contractor must make provision in his programme for the inspection period required by the Principal Agent.							
139	Replace Clause 19.5 with the following: On issue of the only or last certificate of practical completion the employer shall be entitled to possession of the works and the site. On issue of the certificate of practical completion for a section, the employer shall be entitled to possession of such section.							
	Add the following as Clause 19.8:							
140	WORKS COMPLETION							
140.1	(1) Within seven (7) calendar days of the date of practical completion the principal agent shall issue to the contractor a works completion list defining the outstanding work and defects apparent at the date of practical completion to be completed or rectified to achieve works completion.							
140.2	(2) Where, in the opinion of the contractor, the works completion list has been completed the contractor shall notify the principal agent who shall inspect within seven (7) calendar days of receipt of such a notice. Where, in the opinion of the principal agent, the Works Completion list (2) (a) Has been satisfactorily completed, the principal agent shall forthwith issue a certificate of Works Completion to the contractor with a copy to the employer (2) (b) Has not been satisfactorily completed, the principal agent shall forthwith identify the works completion list items that are not yet complete and inform the contractor thereof. The contractor shall repeat the procedure in terms of 19.8(2) (1) Should the principal agent not issue a works completion list, in terms of 19.8 (1) or 19.8 (2) (b), within seven (7) calendar days from the end of the inspection period, the contractor shall notify the employer and principal agent. Should the principal agent not issue such Works Completion list within seven (7) calendar days of receipt of such notice, the employer may within seven (7) calendar days issue to the contractor a Works Completion list. Should the employer:							
140.3	(3) (a) Not issue such works completion list within seven (7) calendar days, then the certificate of Works Completion shall be deemed to have been issued on the date of expiry of the initial notice period and works completion shall be deemed to have been achieved on such date (3b) Issue a works completion list and the work on Works Completion list not have been completed or where further defects have become apparent, the employer shall forthwith identify such items on the updated works completion list and notify the contractor. The contractor shall repeat the procedure in terms of 19.8(2)(b) until such items have been completed to the satisfaction of the employer.							
140.4	(4) Should the works completion list not be completed to the satisfaction of the employer within a period of twenty one (21) working							
	Carried Forward						R -	

Item No	Description a	Unit b	Quantities Required	Stock	Supply	Cost d	Amount e	Remark f
	Brought Forward						R -	
	days of the issue first works completion list the contractor shall be liable to a daily penalty as described in B12.0							
140 5	(5) The defects liability period in terms of 21.1 shall commence with the issue or deemed issue of the certificate of Works Completion in terms of 19.8(2)(a) or 19.8(3)							
	F: ..... V: ..... T	Item						
	Clause 20.0 - Final Completion							
141	Final completion requires the Principal Agent to certify the stage of completion of the works to be free of defects. The issued certificate of final completion is conclusive to the sufficiency of the works and that the Contractor's obligations have been fulfilled other than for latent defects							
142	The Contractor shall rectify all items on the list for completion at least ten (10) working days before the expiry of the DLP and give notice to the Principal Agent to inspect the works within five (5) working days of receipt of such notice. The Principal Agent shall, within reason, inspect the whole of the works for latent defects that may have become patent during the DLP and not just the identified items on the list for completion A list for final completion shall therefore be issued incorporating the list for completion and any latent defects that may have become patent to rectify to achieve final completion.							
	Clause 21.0 - Defects Liability Period and Final Completion							
143	Replace Clause 21.1 with the following The defects liability period for the works shall commence on the calendar day following the date of works completion and end at midnight (00:00) ninety (90) calendar days from the date of works completion [CD] or when work on the list for completion has been satisfactorily attended to [21.6], whichever is the later (if we use works completion)							
144	Replace Clause 21.6 with the following On the expiry of the ninety (90) calendar days defects liability period [21.1] for items not indicated as items with an extended liability as indicated in B14 and on receipt of the contractor's notice to the principal agent							
	And/or							
145	On the expiry of the defects liability period as indicated in B14, for items indicated in B14 and on receipt of the contractor's notice to the principal agent, the principal agent shall: (1) inspect the works And within ten (10) working days either issue a list for final completion detailing all outstanding work or defects that must be attended to, or rectified to achieve final completion or (2) issue the certificate of final completion to the contractor with a copy to the employer for that part of the works where defects liability period has expired							
146	21.6.1 Omit Clause							
147	21.6.2 Omit Clause							
148	Add the following as Clause 21.13. (365) calendar days in respect of the listed applicable elements in B14							
149	Add the following as Clause 21.14: Penalties will be applied if the items on the completion list have not been attended to within a period of ninety (90) calendar days [21.1]. If additional defect items have being added to the list during this period, then the Principal Agent and Contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied.[B12.0]							
	F: ..... V ..... T	Item						
	Clause 22.0 - Latent Defects Liability Period							
150	The latent defects liability period (LDLP) of the Contractor is restricted							
	Carried Forward						R -	

Item No	Description a	Unit b	Quantities Required	Stock	Supply	Cost d	Amount e	Remark f
	Brought Forward						R -	
	to a period of five (5) years from the certified date of final completion or the date of termination by the Contractor or where execution of the works has become impossible. Latent defect will be accepted as any aspect of the works which includes an imperfection that impairs the structure, composition or funtion of the works which a reasonable inspection would not have revealed before the issue of the list for final completion and defects which may appear up to the date of final completion shall be addressed.							
	Clause 23.0 - Revision of the Date for Practical Completion							
151	Ref Clause 6 7 [CD] - Clause 23 1 Ref Clause 6 7 [CD] - Clause 23 2							
152	Replace Clause 23 3 with the following: Further circumstances that delays practical completion due to any other cause beyond the contractor's reasonable control that could not have reasonably been anticipated and provided for which the contractor may be entitled to a revision of the date for practical completion, with or without an adjustment of the contract value as determined by the Employer [6.7 CD]							
153	Ref Clause 6 7 [CD] - Clause 23 7 Ref Clause 6.7 [CD] - Clause 23 8							
	F: ..... V: ..... T:	Item						
	Clause 24.0 - Penalty for Late or Non-Completion							
154	Replace Clause 24 1 with the following: Where the contractor fails to bring the works, or a section thereof, to practical-, works-, or final- completion by the applicable completion date [CD], or the revised applicable completion date, the contractor shall be liable to the employer for the penalty [CD]							
155	Replace Clause 24.2 with the following: Where the employer elects to levy such penalty the employer, or the principal agent on instruction from the employer, shall give notice thereof to the contractor. The principal agent shall determine the penalty due from the later of the date for practical- works-, or final-completion [CD], or the revised date for practical- works-, or final-completion, up to and including the earlier of:							
156	Replace Clause 24 2 1 with the following: The actual or deemed date of practical- works-, or final- completion, of the works, or a section thereof [23.7.1]							
	F ..... V ..... T	Item						
	Clause 25.0 - Payment							
157	Replace Clause 25 2 with the following: The principal agent shall issue at regular agreed intervals [CD] payment certificates, to the contractor with a copy to the employer, up to and including practical completion. Interim Payment certificates may be issued to the contractor between practical completion and the final payment certificate. A payment certificate may be for a nil or negative amount.							
158	25 5 No Clause							
159	Replace Clause 25 6 with the following: Materials and goods will only be certified and paid for upon providing proof of full payment to the supplier and proof of transfer of ownership from the supplier to the contractor by the contractor. Once paid, material and goods shall become the property of the employer and shall not be removed from site without the written authority of the Employer.							
160	25 7.5 No clause							
161	Replace Clause 25 10 with the following: The employer shall pay the contractor the amount stipulated in an issued payment certificate, correct in all material respects, within thirty (30) calendar days from the date of receiving the payment certificate, invoice and all other substantiating documentation for items certified in the payment certificate							
	Carried Forward						R -	

Item No	Description a	Unit b	Quantities Required	Stock	Supply	Cost d	Amount e	Remark f
	Brought Forward						R -	
162	Replace Clauses 25.12 to 25.12.3 with the following: The value certified shall be subject to the following percentage adjustments							
163	(Clauses 25.12.1 to 25.12.5 shall be applicable to a contract sum up to R1 million. In the event of a contract sum more than R1 million for Options D & E (C 1.0 Securities [11.0]) Clauses 25.12.1 to 25.12.5 shall be applicable)							
163.1	25.12.1 Where a security is selected in terms of C 1.0 Securities [11.0], the value of the works in terms of 25.1 and of the materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:							
163.2	25.12.2 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion							
163.3	25.12.3 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion							
163.4	25.12.4 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26							
163.5	25.12.5 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate							
163.6	(Clauses 25.12.6 to 25.12.10 shall be applicable to a contract sum more than R1 million for Option C (C 1.0 Securities [11.0])							
163.7	25.12.6 Where security is a payment reduction in term of C 1.0 Option C, value of the works in terms of 25.1 and materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:							
163.8	25.13.1 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion							
163.9	25.13.2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion							
163.10	25.13.3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26							
163.11	25.13.4 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except were the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate							
	F ..... V ..... T	Item						
	Clause 26.0 - Adjustment of the Contract Value and Final Account							
164	Ref Clause 6.7 [CD] – Clause 26.1 Omit Clause 26.4.3							
165	Ref Clause 6.7 [CD] – Clause 26.7							
166	Replace Clause 26.10 with the following: The principal agent shall prepare the final account in consultation with the employer and issue the final account, to the contractor within sixty (60) working days of the date of practical completion							
167	Ref Clause 6.7 [CD] – Clause 26.12							
	F ..... V ..... T	Item						
	Clause 27.0 - Recovery of Expense and/or Loss							
168	Replace Clause 27.1.2 with the following: Interest due to late payment only							
	Carried Forward						R -	

Item No	Description a	Unit b	Quantities Required	Stock	Supply	Cost d	Amount e	Remark f
	Brought Forward						R -	
169	Replace Clause 27.1.4 with the following: Interest due to late payment only							
170	27.1.5 No Clause							
171	Replace Clause 27.5 with the following: Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date of notice by the employer, the employer may recover such an amount from the security							
172	Add the following as Clause 27.6: Where a provisional sequestration or provisional liquidation order has been granted or where an order has been granted which commences sequestration, liquidation, bankruptcy, receivership, winding-up or any similar effect, against the contractor or this agreement is cancelled in terms of 29, the employer may issue a demand to the guarantor in terms of the construction guarantee or advance payment guarantee held as security							
	F: ..... V: ..... T:	Item						
	Suspension and Termination							
173	Clause 28.0 - Suspension of the Contractor							
	F: ..... V: ..... T:	Item						
	Clause 29.0 - Termination							
174	Add the following as Clause 29.1.4: The contractor's estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa							
175	Add the following as Clause 29.1.5: The contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract							
176	Add the following as Clause 29.1.6: Honour his obligations in terms of Clauses 10.1 5.1 3, 11.4.1 and 12 2. sub Clauses 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 19, 20, 22							
177	Replace Clause 29.7 with the following: The employer, on notice to the contractor, may recover damages from the contractor from the date of termination including, but not limited to, additional costs incurred in the completion, consultant cost, rental of alternative accommodation, invitation of completion tenders, salaries of officials and safeguarding the site, of the remaining work [25 3.7, 27.1 3]							
178	Replace Clause 29.9 with the following: The employer has the right of recovery against the contractor, where applicable, [CD] from:							
179	The guarantee for construction (variable) until the final payment has been made; or							
180	The guarantee for construction (fixed) until the date of practical completion; or							
181	The payment reduction until the final payment is made; or							
182	The cash deposit made as security until the final payment is made							
	F: ..... V: ..... T:	Item						
	Dispute Resolution							
	Clause 30.0 - Dispute Resolution							
183	Replace Clause 30.2 with the following:							
	Carried Forward						R -	

Item No	Description a	Unit b	Quantities Required	Stock	Supply	Cost d	Amount e	Remark f
	Brought Forward						R -	
	Where such disagreement is not resolved within ten (10) working days of receipt of such notice it shall be deemed to be a dispute and shall be submitted to Mediation as a first method of dispute resolution failing which the parties will resort to Litigation							
184	30 3 to 30.7.7 No Clauses							
185	Replace Clause 30 8 with the following: The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:							
186	30.8 1 No Clause							
187	Replace Clause 30 8 2 with the following: The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties							
188	Replace Clause 30 8 3 with the following: Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses							
189	Replace Clause 30.9 with the following: Institution of Litigation shall be commenced and process served within three (3) year from the date of existence of the dispute, failing which the dispute shall lapse							
190	30.10 No Clause							
191	30.12 No Clause							
	F: ..... V: ..... T:	Item						
	Section B - General Preliminaries							
	Definitions and Interpretation							
192	B1.1 Definition							
	F: ..... V: ..... T:	Item						
193	B1.2 Interpretation							
	F: ..... V: ..... T:	Item						
	Documents							
194	B2.1 Checking Documents							
	F: ..... V: ..... T:	Item						
195	B2.2 Provisional Bills of Quantities							
	F: ..... V: ..... T:	Item						
196	B2.3 Availability of Construction Information							
	F: ..... V: ..... T:	Item						
197	B2.4 Ordering of Materials and Goods							
	F: ..... V: ..... T:	Item						
	Previous Work and Adjoining Properties							
198	B3.1 Previous Work - Dimensional Accuracy							
	F: ..... V: ..... T:	Item						
199	B3.2 Previous Work - Defects							
	F: ..... V: ..... T:	Item						
200	B3.3 Inspection of Adjoining Properties							
	Carried Forward						R -	

Item No	Description a	Unit b	Quantities Required	Stock	Supply	Cost d	Amount e	Remark f
	Brought Forward						R -	
	F: ..... V: ..... T:	Item						
	The Site							
201	B4.1 Handover of Site in Stages							
	F: ..... V: ..... T:	Item						
202	B4.2 Enclosure of the Works							
	F: ..... V: ..... T:	Item						
203	B4 3 Geotechnical and Other Investigations							
	F: ..... V: ..... T:	Item						
204	B4 4 Encroachments							
	F: ..... V: ..... T:	Item						
205	B4.5 Existing Premises Occupied							
	F: ..... V: ..... T:	Item						
206	B4 6 Services - Known							
	F: ..... V: ..... T:	Item						
207	B5.1 Management of Works							
	F: ..... V: ..... T:	Item						
208	B5 2 Progress Meetings							
	F: ..... V: ..... T:	Item						
209	B5.3 Technical Meetings							
	F: ..... V: ..... T:	Item						
	Samples, Shop Drawings and Manufacturer's Instruction							
210	B6.1 Samples of Materials							
	F: ..... V: ..... T:	Item						
211	B6.2 Workmanship Samples							
	F: ..... V: ..... T:	Item						
212	B 6 3 Shop Drawings							
	F: ..... V: ..... T:	Item						
213	B6.4 Compliance with Manuafacturer's Instructions							
	F: ..... V: ..... T:	Item						
	Deposits and Fees							
214	B7 1 Deposits and Fees							
	F: ..... V: ..... T:	Item						
	Temporary Services							
215	B8.1 Water *(Subsidized)*	Item	5		5			
	F: ..... V: ..... T:	Item						
216	B8 2 Electricity (Subsidized)	Item	5		5		R -	
	F: ..... V: ..... T:	Item						
217	B 8 3 Ablution and Welfare Facilities							
	Carried Forward						R -	

Item No	Description a	Unit b	Quantities Required	Stock	Supply	Cost d	Amount e	Remark f
	Brought Forward						R -	
	F: ..... V: ..... T:	Item						
218	B8 4 Communication Facilities	Item	5		5			
	F ..... V: ..... T	Item						
	Prime Cost Amounts							
219	B9 1 Responsibility of Prime Cost Amounts							
	F ..... V: ..... T:	Item						
	Attentance on Subcontractors							
	B10 10 General Attendance							
220	The contractor shall at his own expense provide the following general attendance on the subcontractors							
221	Access to the site and places where the subcontract work is to be carried out, including the reasonable use of any temporary personnel hoists erected by the contractor							
222	The provision of water and lighting and single phase electric power to a position within 50 metres of the place where the subcontract work is to be carried out but excluding water, fuel and power for commissioning of any installation							
223	The provision of an area for the subcontractor to establish temporary office accommodation and workshops and for the storage of plant and materials							
224	The use of erected scaffolding belonging to the contractor, in common with others having the like right, while it remains erected on the site							
225	The use, at reasonable times by arrangement of the contractor's erected hoisting equipment							
	F: ..... V ..... T	Item						
	General							
226	Tenderers are to note that these Bills of Quantities have been prepared in accordance with the Standard System of Measuring Builders Work by (Sixth Edition) 1999, as published the Association of South African Quantity Surveyors in consultation with BIFSA							
227	Tenderers are to inspect the drawings issued with these Bills of Quantities and to satisfy themselves as to the nature and the requirements of the Contract works Failure to do so will be the complete the responsibility of the tenderer and no claims whatsoever will be entertained in this regard.							
228	The descriptions contained in these Bills of Quantities are to be read in conjunction with the drawings and project specifications and are intended as a means of identifying the various facets of the works. Tenderers shall allow for all costs in connection with the various items taking full cognisance of drawings, specifications and Bills of Quantities descriptions							
229	Where specifications and descriptions in these Bills of Quantities are in conflict with previous specifications (Preambles), then the specifications or descriptions in these bills of quantities shall take preference.							
230	B11 1 Protection of the Works							
	F ..... V ..... T	Item						
231	B11 2 Protection/Isolation of Existings Works and Works Occupied in Sections							
	F ..... V: ..... T	Item						
	B11.3 Security of the Works							
	Carried Forward						R -	

Item No	Description a	Unit b	Quantities Required	Stock	Supply	Cost d	Amount e	Remark f
	Brought Forward						R -	
232	Not Applicable							
233	B11.4 Notice Before Covering Work							
	F: ..... V: ..... T:	Item						
	B11 5 Disturbance							
234	The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent							
	F: ..... V: ..... T:	Item						
235	B11.6 Environmental Disturbance							
	F: ..... V: ..... T:	Item						
236	B11.7 Works Cleaning and Clearing							
	F: ..... V: ..... T:	Item						
237	B11.8 Vermin							
	F: ..... V: ..... T:	Item						
238	B11.9 Overhand Work							
	F: ..... V: ..... T:	Item						
239	B11 10 Tenant Installations							
	F: ..... V: ..... T:	Item						
240	B11 11 Advertising							
	F: ..... V: ..... T:	Item						
	Section B - Specific Preliminaries							
241	Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item							
	C1.0 Contract Drawings							
242	As to be tendered with the contract							
	F: ..... V: ..... T:	Item						
	C2 0 Preambles							
243	The document "Construction Works: Specifications: General Specification shall be read in conjunction with the bills of quantities / lump sum document and be referred to for the full descriptions of work to be done and materials to be used							
244	The document "Construction Works: Specifications: Particular Specification. Edition 2.2" is issued together with the drawings and shall be read in conjunction with the drawings and the bills of quantities /lump sum document							
245	Note: Tenderers are advised to study the Model Preambles for Trades 2008 before pricing this bill as published by the Association of South African Quantity Surveyors							
	F: ..... V: ..... T:	Item						
	C3 0 Trade Names							
246	Wherever a trade name for any product has been described in the bills of quantities / lump sum document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the							
	Carried Forward						R -	

Item No	Description a	Unit b	Quantities Required	Stock	Supply	Cost d	Amount e	Remark f
	Brought Forward						R -	
	closing date for submission of tenders							
247	If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for							
	F: ..... V: ..... T:	Item						
	C4.0 Imported Materials and Equipment							
248	Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations.							
249	Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)							
	F: ..... V: ..... T:	Item						
	C5.0 Viewing the Site in Security Areas							
250	The site is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the site for tendering purposes							
	F: ..... V: ..... T:	Item						
	C6.0 Commencement of Works in Security Areas							
251	As the works falls within a security area the contractor must give the unit commander or other responsible officer notice before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account							
	C7.0 Entrance Permits to Security Areas							
252	As the works falls within a security area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer							
	C8.0 Security Check of Personnel							
253	The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified							
254	In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works							
	F: ..... V: ..... T:	Item						
	C9.0 Prohibition of Taking of Photographs							
255	In terms of article 119 of the Defence Act. 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister							
	C10.0 HIV/AIDS Awareness							
256	It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned							
	Carried Forward						R -	

Item No	Description a	Unit b	Quantities Required	Stock	Supply	Cost d	Amount e	Remark f
	Brought Forward						R -	
	specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained							
257	The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of Clause A 25.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment							
	C10.1 Awareness Champion							
258	Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification							
	F: ..... V: ..... T	Item						
	C10.2 Awareness Workshops							
259	Selection and appointment of a competent Service Provider approved by the principal agent, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification							
	F ..... V ..... T	Item						
	C10.3 Posters, Booklets, Videos, etc.							
260	Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification							
	F ..... V ..... T	Item						
	C10.4 Access to Condoms							
261	Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification							
	F ..... V ..... T	Item						
	C10.5 Monitoring							
262	Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification							
	F ..... V ..... T	Item						
	C11.0 Occupational Health and Safety Act							
263	The contractor shall comply with all the requirements as set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)							
264	It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document							
	Carried Forward						R -	

Item No	Description a	Unit b	Quantities Required	Stock	Supply	Cost d	Amount e	Remark f
	Brought Forward						R -	
265	The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of Clause A25.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment							
266	Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained							
	F ..... V ..... T	Item						
267	Allow for Issue of PPCs and PPEs	Item	1		1			
268	Safety File	Item	1		1			
	Identification of the site							
269	Military Base							
	Restrictions on the Use or Disposal of Materials and Articles Found on the Site							
270	Contact Principal Client/Agent							
	Responsibility in Respect of the Management and Execution of the Works							
271	Regional Works Unit Mpumalanga (Main Contractor)							
	Programming of the Works and Meetings							
272	Works Plan Schedule & Quality Assurance Plan (Main Contractor)							
	Enclosure of the Works and Protection of the Public							
273	Appointed Sub-Contractor	Item	1,00		1,00			
	Plant and Temporary Works such as Roads, Sheds, Offices and Notice Boards							
274	Allow for the set-up to co-share the Site with Main Contractor	Item	1,00		1,00			*Plant Hire*
	Environmental Management							
275	Environmental Management Plan	Item	1,00		1,00			
	Military Security							
276	Reference to Military Security Military Guidelines as RWU MP/R/ 202/2/1/7 Conduct of Contractors in Military Premises dated _____ March 2025							
277	Restrictions with regard to Access, Area to be Occupied and Procedure According to Military Protocol							
278	Summary of Categories							
	Category A R							
	Category B R							
	Category C R							
	Total Preliminaries & Generals Carried Over to Summary						**R -**	

Item No	Description	Unit	Quantities			Cost	Amount	Remark
	a	b	Required	Stock	Supply	d	e	f
Bill 01	**EXTERNAL WORKS**							
	Stormwater							
	Stormwater(Surface drainage)							
519	Celmar domestic Rain water chanell grey complete with assessories, SABS Approved *NB Excavation, etc see Plumbing & Drainage*	m	1109,00	0,00	1109,00			
519.1	u-shaped corner(inside)	no	40,00	0,00	40,00			
519.2	u-shaped corner(outside)	no	40,00	0,00	40,00			
519.3	u-shaped corner(t-junction)	no	20,00	0,00	20,00			
520	TYPE 'A' - Concete Lined V-Drain (DRAIN NEXT TO ROAD) 1000*1000*100mm lightly reinforced concrete (20MPA)	m	554,50	0,00	554,50			
	Catchpits							
521	Varying depth catchment with 525mm pit in 1125 x 750mm top and base, on 150mm G6 (compacted 93% Mod AASHTO density). Pit in linked to 450mm dia stormwater outlets. Natural subgrade material scarified and compacted (90% Mod AASHTO). Top lid/cover with class 25/19 75mm concrete reinforced with tensile steel (spec by Engineer) and base with class 19/20 150mm reinforced concrete (tensile steel, spec by Engineer) Brickwork wall with clay bricks to the 3 sides with class 1 mortar (1:4)	Item	5,00	0,00	5,00			
	Roads, Driveways, etc.							
	Aprons							
522	25 x 1000mm lightly reinforced concrete apron around the house, jointed	m^3	25,17	0,00	25,17			
	Driveways							
523	Compaction in-situ to 90% Mod AASHTO density	m^2	1200,00	0,00	1200,00			
524	Compaction Test: 90% Mod AASHTO density	No	20,00	0,00	20,00			
525	Soil Poisoning (driveways)	m^2	1200,00	0,00	1200,00			
526	150mm sub-layer for parkings in G6 gravel	m^3	180,00	0,00	180,00			
527	Compaction of gravel layer to 93% Mod AASHTO density *NB Scarified and compacted*	m^2	1200,00	0,00	1200,00			
528	Compaction Test: 93% Mod AASHTO Density	No	20,00	0,00	20,00			
529	DPM "Novara" or similar 250µ membrane, black	m^2	1200,00	990,00	210,00			
530	25MPa 150 x 300mm concrete edging to driveway	m^3	23,40	0,00				
530.1	Building Cement: 42,5N in 50kg bag	No	163,80	0,00	163,80			
530.2	19mm Concrete Stone	m^3	16,38	0,00	16,38			
530.3	River Sand	m^3	16,38	0,00	16,38			
531	Test Blocks 150 x 150 x 150mm	No	12,00	0,00	12,00			
532	Bedding, 25mm with River Sand	m^3	30,00	0,00	30,00			
533	Surfacing/Paving 80mm Interlocking Concrete Paving Bricks (CPBs)	m^2 / No	1200,00 / 60000,00	0,00 / 67000,00	/ -7000,00			*No Supply*
534	Grouting and Compaction *NB Grout mix with building sand & cement mortar class I ratio*	m^2	1200,00	0,00	1200,00			
	Roads							
	Bulk Excavation of earth							
535	Bulk excavation of earth not exceeding 2m deep	m^3	3640,00	0,00	3640,00			
536	Carting Away	m^3	3640,00	0,00	3640,00			
537	Soil poisoning (road)	m^2	4760,00	0,00	4760,00			
538	Risk of collapse	m^2	1120,00	0,00	1120,00			
539	Compaction in-situ to 90% Mod AASHTO density *NB Scarified and compacted*	m^2	3640,00	0,00	3640,00			
540	Compaction Test: 93% Mod AASHTO density	No	13,44	0,00	13,44			
541	keeping excavations free from water	Item	1,00		1,00			
	Backfilling							
	Carried Forward						R -	

Item No	Description a	Unit b	Qty c			Rate d	Amount e	Remark f
	Brought Forward						R -	
542	Replace excavated earth with top soil for 300mm	m^3	1092,00		1092,00			
543	Compaction Test: topsoil 90% Moad AASHTO density	m^2	7280,00		7280,00			
544	Compaction Test: 93% Mod AASHTO density	No	13,44		13,44			
545	Sub-sub-base layer and sub base (300mm) with G7	m^3	1092,00		1092,00			
546	Compaction G7 gravel layer to 93% Mod AASHTO density	m^2	7280,00		7280,00			
547	Compaction Test 93% Mod AASHTO density	No	13,44		13,44			
548	Sub-base layer of 150mm with G6	m^3	364,00		364,00			
549	Compaction G6 sub base layer to 95% Mod AASHTO density	m^2	3640,00		3640,00			
550	Compaction Test: 95% Mod ASHTO density	No	13,44		13,44			
551	Base layer of 150mm C4 stabilized with 3% OPC	m^3	364,00		364,00			
552	Compaction of stebized base layer to 96% Mod AASHTO density	m^2	3640,00		3640,00			
553	Compaction Test: 96% Mod AASHTO density	No	13,44		13,44			
554	25mm Bedding	m^2	91,00		91,00			
	Surfacing/Paving	m^2	3640,00					*No Supply*
555	80mm Interlocking Concrete Paving Bricks (CPBs)	No	182000,00	332000,00	-150000,00			*No Supply*
556	Grouting and Compaction	m^2	3640,00		3640,00			
	Kerbing							
557	Barrier Type/Fig 3. 1000 x 300 x 150mm	m	440,00	0,00	440,00			
558	Access Type Mountable 1000 x 300 x 150mm	m	120,00	0,00	120,00			
	Sundries for Roads							
559	Concrete for Roads							
560	25MPa Concrete for anchor beam, kerbs, etc.	m^3	31,406					
560 1	Building Cement: 42,5N in 50kg bag	No	219,84	0,00	219,84			
560 2	19mm Concrete Stone	m^3	21,98	0,00	21,98			
560 3	River Sand	m^3	21,98	0,00	21,98			
561	Test Blocks 150 x 150 x 150mm	No	12,00		12,00			
562	Allow for cement for base layer stabilization	Item	1,00		1,00			
563	Allow for Road Markings	Item	1,00		1,00			
564	Allow for Road Signs	Item	1,00		1,00			
	Total External Works Carried Over to Summary						R -	

Item No	Description	Unit	Qty			Rate	Amount	Remark
	a	b	c			d	e	f
	Brought Forward						R -	
Bill 19	**PROVISIONAL SUMS**							
	Premable (Supplementary) All sums provisioned as contingencies will be accessed through formal written request, motivated therefore approved by the Principal Agent or delegated and verifiable Agent							
565	Bill 01: Preliminaries & Generals Allow 5% of bill amount provisioned	Item	0,05		0,05	R -	R -	
566	Bill 02: External Works Allow 10% of bill amount provisioned	Item	0,10		0,10	R -	R -	
	Total Provisional Sums Carried Over to Summary						R -	
	< < < END OF BILL OF QUANTITIES AND COST ESTIMATES > > >							

Notes
"No Supply" - stock not to be procured as available in stores. Sufficient for both main and sub contractors
Quantity "Required" - for completion of the works, either per house, 10, 15 or 20 houses
Quantity "stock" - current material on site
Quantity "Supply" - provision by the agreement to purchase and delivery for both contractors

DWF188647 BILL OF QUANTITIES & ESTIMATES FOR THE REPAIRS, RENOVATION & UPGRADE OF 20 HOUSES AND PROVISION OF CONSTRUCTION MATERIALS TO COMPLETE 5 HOUSES, EIKE VILLAGE, ADA SCHOOL, CAMDEN MILITARY BASE INFRASTRUCTURE PHASE - ROADS & STORMWATER

COMPILED BY

(L.J. MADISHA)
SO2 PROJECT OFFICER REGIONAL WORKS UNIT MP

DATE: _____

ENDORSED BY

(F.M. DAMONS)
SO1 PROJECT OFFICER REGIONAL WORKS UNIT MP

DATE: _____