



TENDER NO. 06/2025

**INVITATION TO SERVICE PROVIDERS TO UNDERTAKE
THE CONSTRUCTION OF PHASE 2 OF THE HOWICK FALLS PRECINCT UPGRADE IN HOWICK**

SUBMISSION OF BIDS DEADLINE

Closing date: 28 May 2025

Time: 12h00

**Venue: uMgungundlovu Economic Development Agency Offices
UMEDA House, Royal Show Grounds
Chief Albert Luthuli Street
Town Hill
Pietermaritzburg**

Name of Organisation	
Physical Address	Street Address
	Suburb
	City
	Province
	Postal Code
Contact Person	
Telephone No.	
Fax No.	
E-Mail Address	
Tender Price	
CSD Registration No.	

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TENDER ADVERT
uMGUNGUNDLOVU ECONOMIC DEVELOPMENT AGENCY

ADVERT DATE: 25 APRIL 2025

RE-ADVERTISEMENT

APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE THE CONSTRUCTION OF PHASE 2 OF THE HOWICK FALLSPRECINCT UPGRADE IN HOWICK

TENDER NO. 06/2025

The uMgungundlovu Economic Development Agency (UMEDA) seeks a professional service provider/s to undertake the project of the Construction of Phase 2 of The Howick Falls Precinct Upgrade in Howick (uMngeni Municipality). Only contractors with a minimum **CIDB grading of 4GB/CE** or higher may submit bids.

Tender documents can be downloaded from the Agency's website on www.umeda.co.za and/or on the e-tenders portal on www.etenders.gov.za

A **Compulsory Briefing Session** will be held at the **Howick Falls Viewing Platform in Howick** on the **08 May 2025** at **10h00am**. **Late attendees (after 10h00) will not be permitted to join the meeting. Non-attendance of the Compulsory Briefing Session will render any submission invalid. Documents will be stamped for attendance at the site briefing session ONLY.**

Tender documents must be properly bound and placed in the tender box situated at the ground floor of the uMgungundlovu Economic Development Agency Offices, Royal Show Grounds, Chief Albert Luthuli Street, Town Hill, Pietermaritzburg, no later than **12h00** on **28 May 2025**, in a sealed envelope which is clearly marked with the Tender Number and Tender Description. Late, faxed, or emailed bids will under no circumstances be considered.

Tenderers will be evaluated in terms of eligibility and functionality as part of the minimum requirements before being evaluated on price and preference. Tenderers will be evaluated in terms of functionality based on the following criteria:

FUNCTIONALITY CRITERIA	POINTS
1. Completed projects of a similar nature	20
2. Skills and Experience of Key Project Team Members	20
3. Methodology	20
TOTAL POINTS FOR FUNCTIONALITY (A Minimum of 42 points will need to be scored to proceed to the 80/20 Preference Points system)	60

A bidder/s that scores less than 42 points out of 60 in respect of functionality will be regarded as submitting a non-responsive bid and will be disqualified. Thereafter the 80/20 Preference Points system will be applicable, with 80 points for price and 20 points for specific goals as per the Preferential Procurement Regulations 2022.

The 80/20 preference point system in terms of the agency's SCM Policy will be applicable as follows:

POINTS	
PRICE	80
SPECIFIC GOALS (20 Points)	
- Race – More than 50% Black Owned (HDP)	10
- Gender – More than 50% Female owned	05
- Locality – Office based in uMgungundlovu District	05
Total points for Price and Specific Goals	100

All service providers intending to submit a tender are required to be registered on the Central Supplier Database.

Tenderers shall take note of the following Tender Conditions:

- uMgungundlovu Economic Development Agency's procurement policy will apply,
- uMgungundlovu Economic Development Agency does not bind itself to accept the lowest tender or any other tender and reserves the right to accept the whole or part of the tender,
- Tenders submitted are to be valid for a period of 90 days from the closing date for submissions of tenders.

Any technical queries can be directed to Mr. James Martin via email to: James.Martin@umeda.co.za. Written queries are to be sent in approximately one week before the tender closing date for a timely written response.

Mr. M.D. Newton
Chief Executive Officer
uMgungundlovu Economic Development Agency

uMGUNGUNDLOVU ECONOMIC DEVELOPMENT AGENCY

CONSTRUCTION OF PHASE 2 OF THE HOWICK FALLS PRECINCT UPGRADE IN HOWICK – 06/2025

FORM OF OFFER

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for:

CONSTRUCTION OF PHASE 2 OF THE HOWICK FALLS PRECINCT UPGRADE IN HOWICK – 06/2025

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....
..... Rand (in words);
R.....(in figures) (or other suitable wording)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data. In the case of any discrepancy between the amount in words and the amount in figures, then the amount in words shall govern.

Signature	
Name	
Capacity	
Name of Tenderer	

Name and
Signature of
Witness..... Date

FORM OF ACCEPTANCE

(To be completed by the Employer)

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the tenderer the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are included in:

Part 1 Agreements and tender document, (which includes this agreement)

Part 2 Pricing data

Part 3 Scope of work

Part 4 Briefing Session

Part 5 Service Level Agreement

and any drawings and documents or parts thereof which may be incorporated by reference into Parts 1 to 5 above.

Deviations from and amendments to the documents listed in the tender document and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the Record of Addendum attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorized representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the tender document) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer within five days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

FOR OFFICIAL USE ONLY:

NAME		SIGNATURE	
DATE			
CAPACITY (tick one)	Chief Executive Officer	Chief Financial Officer	
FOR THE EMPLOYER	uMGUNGUNDLOVU ECONOMIC DEVELOPMENT AGENCY		
NAME OF WITNESS		SIGNATURE	

INVITATION TO BID – MBD 1

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE UMGUNGUNDLOVU ECONOMIC DEVELOPMENT AGENCY					
BID NUMBER:	06/2025	CLOSING DATE:	28 May 2025	CLOSING TIME:	12h00
DESCRIPTION	CONSTRUCTION OF PHASE 2 OF THE HOWICK FALLS PRECINCT UPGRADE IN HOWICK				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT RECEPTION: UMEDA HOUSE, UMEDA SHOW GROUNDS, 1 HOWICK ROAD, WEMBLEY, PIETERMARITZBURG 3201

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
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 PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	FINANCE (SCM)		DEPARTMENT	PROJECT DEVELOPMENT	
CONTACT PERSON	Miss. Lethiwe Zondi		CONTACT PERSON	Mr. James Martin	
E-MAIL ADDRESS	Lethiwe.Zondi@umeda.co.za		E-MAIL ADDRESS	James.Martin@umeda.co.za	

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

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

Name

Signature

Capacity

Date

DECLARATION OF INTEREST – MBD 4

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

3.1	Full Name of Bidder/ Representative	
3.2	Identity Number	
3.3	Position Held in Company E.g. Director	
3.4	Company Registration Number	
3.5	Tax Reference Number	
3.6	VAT Registration Number	

3.7	The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.		
3.8	Are you presently in the service of the State?	Yes	No
3.8.1	If so, furnish particulars		
3.9	Have you been in the service of the state for the past twelve months?	Yes	No
3.9.1	If so, furnish particulars		
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.10.1	If so, furnish particulars		

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

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

Full Name	Identity Number	State Employee Number

***MSCM Regulations: “in the service of the state” means to be –**

- (a) A member of –
 - (i) any municipal council:
 - (ii) any provincial legislature: or
 - (iii) the national Assembly or the national Council of provinces:
- (b) a member of the board of directors of any municipal entity
- (c) an official of any municipality or municipal entity
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act 1999 (Act N° 1 of 1999):
- (e) a member of the accounting authority of any national or provincial public entity: or
- (f) An employee of Parliament or a provincial legislature

5. DECLARATION

I, the undersigned (name) _____,

certify that the information furnished in paragraph 3 is correct.

I accept that the State may act against should this declaration prove to be false.

Signature

Date

Position

Name of Bidder

PREFERENCE POINTS CLAIM FORM – MBD 6.1

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, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The **80/20 preference point system** will be applicable in this tender. The lowest 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	80
SPECIFIC GOALS	20
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 points is allocated for price on the following basis:

80/20

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

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 points is allocated for price on the following basis:

80/20

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender. (Points are not cumulative.)	Number of points allocated	Number of points claimed (80/20 system) (To be completed by the tenderer)
RACE <i>Proof: CSD/CIPC certificate/Certified ID copy</i>	10	
- Race – ≥ 50% Black Owned (HDP)	10	
- Race – < 50% Black Owned (HDP)	5	
GENDER	5	
- Gender > 50% Female Owned	5	
- Gender < 50% Female Owned	2	
LOCALITY <i>Proof: Municipal account/ Letter from councilor</i>	5	
- Office based in uMgungundlovu District	5	
- Office based in KwaZulu-Natal (outside uMDM)	3	
- Office based outside of KwaZulu-Natal	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number:

4.5 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the

preference(s) shown and I acknowledge that:

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

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: _____

DATE: _____

ADDRESS: _____

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

1. This Municipal Bidding Document must form part of the bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder or any of its directors have:
 - (a) abused the municipality's / municipal entity's supply chain management system or committed an improper conduct in relation to such system;
 - (b) been convicted for fraud or corruption during the past five (5) years;
 - (c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five (5) years, or
 - (d) been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

Item	Question	Response	
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)	YES ☐	NO ☐
4.1.1	If so, furnish particulars		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating Corrupt Activities Act (No. 12 of 2004)? (To access this Register enter the National Treasury's website www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-3265445)	YES ☐	NO ☐
4.2.1	If so, furnish particulars		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five (5) years?	YES ☐	NO ☐
4.3.1	If so, furnish particulars		

4.4	Does the bidder or any of its directors owe any municipal rates and taxed or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity that is in arrears for more than three (3) months?	YES ☐	NO ☐
4.4.1	If so, furnish particulars		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of the State terminated during the past five (5) years on account of failure to perform on or comply with the contract?	YES ☐	NO ☐
4.5.1	If so, furnish particulars		

CERTIFICATION

I, THE UNDERSIGNED (Name)

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

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

Name

Signature

Capacity

Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION – MBD 9

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Bid Number and Description	
Municipal Entity	uMgungundlovu Economic Development Agency

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

Signature

Date

Position

Name of Bidder

PROOF OF GOOD STANDING WITH MUNICIPAL ACCOUNTS

The tenderer is to affix to this page either:

- Proof that they are not in arrears for more than 90 days (30 days if the tender price exceeds R10 Million) with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached; or
- Signed copy of the lease agreement if the tenderer is currently leasing premises and not responsible paying municipal accounts **together with a letter from the landlord** stating that no levies are in arrears (*only if applicable*).
- In cases where the business resides in an area that does not pay for municipal rates and taxes and municipal service charges, a letter from the Ward Councillor must be submitted.

Note:

1. The tenderer hereby acknowledges that the Agency may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members/partners.
2. It is the responsibility of the service provider to ensure that the statement/proof of municipal good standing being submitted includes proof that the account is not more than 90 days (30 days if the tender price exceeds R10 Million) in arrears.
3. For service providers with more than one office branch, the proof of municipal account provided must reflect that of the nominated branch which will undertake the required works.
4. Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
5. Should this tender be considered for award of the contract, based on proof of submission and should proof of such submission be found to be invalid, erroneous or inaccurate, this tender will no longer be considered for the award of the contract.
6. Statements, letters, and affidavits **must not be older than three months** from the closing date of this tender.

Name

Signature

Capacity

Date

AUTHORITY FOR SIGNATORY

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(i) CLOSE CORPORATION	(ii) COMPANIES	(iii) SOLE PROPRIETOR	(iv) PARTNERSHIP	(v) CO-OPERATIVE	(vi) JOINT VENTURE/ CONSORTIUM
					Incorporated
					Unincorporated

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough please list all the director in the resolution letter)

Note:

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

Co-operative:	Resolution letter from the directors
Close Corporation:	Resolution letter from the directors
Company:	Resolution letter from the director/s
Sole Proprietor:	Resolution letter from the director
Partnership:	Resolution letter from the director
Joint Venture / Consortium:	Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises.

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Failure to complete, sign and date this form or failure to provide the certificate(s) in the form of a resolution as described above, shall result in the tender being considered non-responsive and rejected.

BANKING DETAILS

It is the policy of the uMgungundlovu Economic Development Agency to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

ACCOUNT HOLDER	
NAME OF BANK	
ACCOUNT NUMBER	
ACCOUNT TYPE	
BRANCH NAME	
BRANCH CODE	
BRANCH CONTACT PERSON	
PHONE NUMBER	
FAX NUMBER	

I/we hereby request and authorise the uMgungundlovu Economic Development Agency to pay any amounts that may accrue to me/us to the credit of my/our bank account.

I/we further undertake to inform the uMgungundlovu Economic Development Agency in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days' notice by prepaid registered post.

Alternatively, the tenderer may submit a letter/declaration from his bank worded as above, providing the required details and signed by an appropriate Bank Official (attached behind this page).

FOR BANK USE ONLY

I/we hereby certify that the details of our client's bank account as indicated above is correct: AUTHORISED SIGNATURE(S)	OFFICIAL DATE STAMP
---	----------------------------

JOINT VENTURE AGREEMENT

This returnable schedule is to be completed by joint ventures.

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

....., authorised signatory of the company, close corporation or partnership

....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner		Signature:
		Name:
		Designation:
		Signature:
		Name:
		Designation:
		Signature:
		Name:
		Designation:

Note:

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this schedule.

Service providers intending to tender in the form of Joint Ventures/Consortiums must submit the following documentation together with the tender:

1. Original and valid tax clearance certificate of all parties of the Joint Venture/Consortium;
2. An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of the contract and;
3. Bank rating of all parties of the Joint Venture/Consortium or the bank rating of the joint venture bank account– if applicable;
4. Letter of “Good standing” from the Entity’s Financial Institution (Bank) of all parties of the Joint Venture/Consortium– if applicable;
5. Proof of good standing with municipal accounts of all parties of the Joint Venture/Consortium;
6. Declaration of interest of all parties of the Joint Venture/Consortium;
7. Declaration of bidder’s past supply chain management practices of all parties of the Joint Venture/Consortium;
8. Certificate of independent bid determination of all parties of the Joint Venture/Consortium.

Further to the above, the name of the Joint Venture/Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

SCHEDULE OF PROPOSED SUB-CONTRACTORS

The Tenderer shall list below any Sub-Contractors he wishes to employ to carry out part(s) of the Work.

The acceptance of his tender shall not be construed as approval of all or any of the listed Sub-Contractors. Should any or all of the Sub-Contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender. Furthermore, the tendered unit rates for the various items of work shall remain final and binding.

No.	PROPOSED SUB- CONTRACTORS	PART OR TYPE OF WORK	ADDRESS OF PROPOSED SUBCONTRACTOR	CONTACT DETAILS	VALUE OF WORK (R)
1					
2					
3					
4					
5					
6					
7					
TOTAL VALUE OF WORKS TO BE SUB-CONTRACTED					R

Bidders are requested to furnish certified copies of the proposed subcontractor’s CK Certificate, copy of latest municipal statement as well as certified copies of the owners’ Identity Documents along with this tender.

SIGNED ON BEHALF OF TENDERER:

RECORD OF ADDENDA

We confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

Communications regarding the revision of this tender document can be also be viewed on the following websites: www.etenders.treasury.gov.za or www.umed.co.za under SCM > Tender.

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		

Attach additional pages if more space is required.

Failure to acknowledge any addendum released by uMgungundlovu Economic Development Agency may result in your tender submission being declared non-responsive.

Name

Signature

Capacity

Date

ELIGIBILITY CRITERIA

Tender offers will only be accepted if:

1. Company registration certificate and certified ID copies of director/s.
2. The tenderer must be compliant in their tax matters SARS – **Provide a valid Tax Compliant PIN Sheet;**
3. CIDB grading of 4GB/CE or higher;
4. Valid Letter of Good Standing. (COIDA)
5. The tenderer has attended the Compulsory Briefing Session;
6. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 person prohibited from doing business with the public sector;
7. The tenderer has not:
 - a. abused the Employer's Supply Chain Management System; or
 - b. failed to perform on any previous contract and has been given a written notice to this effect;
8. The tenderer is registered on the Central Supplier Database;
9. The tenderer is not in arrears for more than 90 days (30 days if the tender price exceeds R10 Million) with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached. The statement must not be older than three months from the closing date of this tender. Alternatively, if the tenderer is currently leasing premises and is not responsible for the payment of municipal services, a copy of the Lease Agreement must be attached with the up-to-date account of the leased premises;
10. A Joint-Venture Agreement, if applicable, is submitted with tender;
11. The tenderers **scores more than or equal to 42 points out of 60** in respect of the Functionality Test;
12. The following schedules are fully completed and signed:
 - a. Invitation to bid – MBD 1
 - b. Declaration of interest – MBD 4
 - c. Declaration of bidder's past supply chain management practices MBD 8
 - d. Certificate of independent bid determination – MBD 9
 - e. Proof of good standing with municipal accounts
 - f. Authority for signatory
 - g. Joint venture agreement (if applicable)
 - h. Record of Addenda

FUNCTIONALITY (TECHNICAL) TEST

Tenderers will be evaluated in terms of functionality process as part of the minimum requirements before being evaluated on price and preference based on the following criteria:

Evaluation Criteria		Point Allocation	Maximum Points
1. Completed projects of a similar nature			
Experience by Tenderer in a similar construction project/s which must have involved all stakeholders in the past 6 years. <i>(Provide an appointment letter and completion certificate/letter on the company's letterhead for each project.)</i>	5 or more letters with completion certificates.	20	20
	3 - 4 letters with completion certificates.	10	
	Less than 3 Letters with completion certificates	0	
2. Skills and Experience of Key Project Team Members			
Contract Manager (CV with 3 traceable references, certified copies of ID and Proof of Registration with ECSA) (Failure to provide 3 traceable references for similar position in different projects will render a zero score)	5 or more years' experience	10	20
	4 years' experience	5	
	2-3 years' experience	2	
	Less than 2 years' experience	0	
Project / Site Manager CV with 3 traceable references and Certified copy of ID and Proof of Registration with SACPCMP) (Failure to provide 3 traceable references for similar position in different projects will render a zero score)	5 or more years' experience	10	
	4 years' experience	5	
	2-3 years' experience	2	
	Less than 2 years' experience	0	
3. Methodology			
Detailed submission of Project plan showing a clear approach with appropriate steps, which demonstrate a clear understanding of the Terms of Reference to include:	-Risk analysis (4) -Budget (4) -Time frame (4) -Local procurement plan (4) -Use of local labour (4)	20	20
TOTAL POINTS FOR FUNCTIONALITY (A Minimum of 42 points will need to be scored to proceed to the 80/20 Preference Points system)			60

Note:

- A bidder that scores less than 42 points out of 60 (70%) in respect of functionality will be regarded as submitting a non-responsive bid and will be disqualified. Thereafter the 80/20 Preference Points system will be applicable as prescribed in terms of the Preferential Procurement Regulations 2022.

CENTRAL SUPPLIER DATABASE REGISTRATION

Name of Tenderer	
Supplier Number	

No awards will be made to a tenderer who is not registered on the Central Supplier Database (CSD).

The establishment of a Central Supplier Database (CSD) will result in one single database to serve as the source of all supplier information for all spheres of government. The purpose of centralising government's supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

Registration on the Central Supplier Database can be done online via the website:

<https://secure.csd.gov.za/>

Name

Signature

Capacity

Date

NOTICE OF COMPULSORY BRIEFING SESSION

A compulsory briefing session will be held at the **Howick Falls Viewing platform in Howick** on **08 May 2025** at **10h00**.

Compulsory Briefing Session Certificate

It is hereby certified that I have attended the Compulsory Briefing Session and have satisfied myself of the conditions and circumstances which may influence the Works and the cost thereof.

(Print clearly)

NAME OF REPRESENTATIVE	
ON BEHALF OF TENDERER	
ADDRESS	
TELEPHONE NUMBER	
SIGNATURE (FOR TENDERER)	

FOR OFFICIAL USE ONLY

I CONFIRM THAT THE TENDERER WAS PRESENT AT THE COMPULSORY BRIEFING SESSION	OFFICIAL DATE STAMP
--	------------------------

SCOPE OF WORKS

1. Objective of the Tender

The uMgungundlovu Economic Development Agency (UMEDA) seeks a professional service provider to undertake THE CONSTRUCTION OF PHASE 2 OF THE HOWICK FALLS PRECINCT UPGRADE IN HOWICK (uMngeni Municipality) for a period of 6 months.

The Phase 2 of the Howick Falls Precinct Upgrade in Howick is the construction of a **New Information centre for Visitors.**

2. Project Description

The Howick Falls precinct offers an array of semi-formalised micro enterprise sites, predominantly for persons from previously disadvantaged groupings and formal enterprise next to the access roads to and from the Falls that include a Museum, Restaurants, historic buildings, church and cemetery historic makers of Anglo-Zulu and WWs 1 and 2, hospitality, craft, antiques, collectables, galleries, and curios.

Considering the recent development of the Nelson Mandela Capture Site, which has been upgraded to a world class Heritage Centre, uMngeni Municipality thus recognizes the need to upgrade the overall offering of the Howick Falls and so allow it to compliment the Region's tourism potential and maximise its national gravity as a Provincial Landmark and Heritage tourism site.

This project aims at upgrading the Howick Falls Precinct through a structured intervention of key initiatives that will see to the facility becoming a world-class destination for local and international visitors.

This will see to the upholding of the biodiversity of the area and the integration of the uMngeni River Gorge, the precinct itself, and the CBD of the town of Howick.

3. Project Objectives

The upgraded of the Howick Falls Precinct shall become a destination that will:

- Increase awareness around the precinct, locally and regionally.
- Maximize job creation opportunities.
- Increase tourist numbers to the Howick Falls.
- Maximize transformation opportunities.
- Strengthen the Biodiversity and the natural environment.

9. Purpose of the Terms of Reference

The purpose of this call for quotations is to appoint a company to undertake THE CONSTRUCTION OF THE NEW INFORMATION CENTRE for a period of 6 months.

This company will be answerable to a project steering committee, comprising members of the UMEDA/Siwa Consulting and Project Managers, uMngeni Local Municipality, the KZN EDTEA, and KZN COGTA, as well as community-based organizations.

5. Project Details

Location

Province	:	KwaZulu - Natal
Local Municipality	:	UMngeni
Project Name	:	Howick Falls Precinct Upgrade
Project Managers	:	UMEDA and Siwa Consulting and Project Managers
Government Stakeholders	:	KZN EDTEA UMngeni Local Municipality KZN COGTA Tourism KZN Trade & Investment KZN Howick CTO UMEDA

6. Developmental Objectives

The project requires a new and bold approach, but it is clearly consistent with the measures called for in the National Development Plan, namely:

- To address inequities in the land market makes it difficult for the poor to access the benefits of life in towns and cities.
- Stronger measures to reconfigure towns and cities towards more efficient and equitable urban forms.
- Housing and land policies that accommodate diverse household types and circumstances.
- Municipalities that put economic development and jobs at the heart of what they do and how they function.
- To align with other Tourism initiatives within UMngeni Municipality

7. Components of the Brief and Specific Deliverables

Design Guidelines and Standards

The proposed Community Hall will be designed to meet the standards, NHBRC and the Department of Public works.

Information Centre Main Building

The size of the information centre area is 285m² and would be constructed using building blocks with plaster finish. The hall will consist of the following:

Boardroom	= 30m ²
Reception	= 15m ²
Canteen Area	= 40m ²
Office 1	= 16m ²
Office 2	= 14m ²
Office 3	= 15m ²
Kitchen	= 15m ²
Storage	= 10m ²
Staff Toilet	= 10m ²
Passage way	= 30m ²
Male Ablution	= 30m ²

Female Ablution= 30m²
Veranda = 30m²

The wall would be 230 mm thick with sets of openings for airbricks and 375-micron brick grip DPC under walls and sills.

Roofing of the building would be chromadek roof flashing with kick back and cover type flashing with kick back at gable to match colour of roofing.

Rhino board ceilings including 38 mm x 50mm brandering at 400 mm centres including 10 mm x 40 mm hardwood cover strips.

The building will be fitted with aluminium windows and doors throughout.

Refer to the Drawings attached for specifications

9.PROJECT DURATION AND BUDGET

- 9.1 It is expected that the overall project will be completed in 6 months effective from the date of appointment.
Programme of works and Cash flow projections should be prepared by the tenderer.

10.TERMS AND CONDITIONS OF THE PROPOSAL

10.1 General

- 10.1.1 Staffing requirements will be confirmed during project initiation and shall remain unchanged for the duration of the project unless prior written consent has been granted by the Project Steering Committee.
- 10.1.2 All secretarial services such as arranging meetings, setting of agendas and minute taking shall be the responsibility of the Service Provider.
- 10.1.3 No material or information derived from the provision of the services under the contract may be used for any other purposes except for those of that the Agency except where duly authorized to do so in writing by the Agency.
- 10.1.4 The successful Service Provider agrees to keep all records and information of, or related to the project confidential and not discloses such records or information to any third party without the prior written consent of the Municipal Entity.
- 10.1.5 The Agency reserves the right to terminate the contract in the event that there is clear evidence of non-performance and non-compliance with the contract.
- 10.1.6 The short-listed service providers may be required to do a presentation in person and at their own cost should it be deemed necessary to do so.

11.REMUNERATION

- 11.1 The Agency shall remunerate the Service Provider in respect of its services in accordance with the following conditions:

- 11.1.1 The Service Provider agrees hereto that responsibility of payment for services rendered to the Agency shall vest in the Service Provider, who shall submit a tax invoice to the Agency for work completed and invoiced in accordance with the items set out in Appendix 1.
- 11.1.2 The Agency shall pay to the Service Provider the amount of such invoice within 30 (thirty days) of receipt of an agreed invoice. All supporting documents must be attached to all invoices submitted.
- 11.1.3 In the event of the Agency not being satisfied with the performance of the Service Provider, the Agency shall give written notice to this effect to the Service Provider providing sufficient detail and a reasonable time frame to enable the Service Provider to rectify such performance.
- 11.1.4 In the event of the entire amount or a portion of the invoice being disputed by the Department, only that portion in dispute shall be withheld from payment, until the dispute is resolved. The undisputed portion shall be paid to the Service Provider within the stipulated time frames.
- 11.1.5 The Service Provider shall immediately give notice of any circumstances preventing it from completing its obligations in terms of the contract.

12. FEES AND DISBURSEMENTS

- 12.1 Claims for recoverable costs will not be reimbursed.
- 12.2 The Agency will not reimburse the successful tenderer for claims for costs associated with travel and related matters.
- 12.3 Because the basis of payment is on a phase-based product system, as set out in Appendix 1, all costs that may arise must be built into the proposal price *per* phase and be set out as *per* Appendix 1. All claims in respect of disbursements, incidental expenditure, workshop and travelling costs will not be reimbursed.

13. CONTRACT CONDITIONS

- 13.1 Service Level Agreement:

The successful service provider will be required to enter a contract with the Agency, in the form of a Service Level Agreement (SLA).

14. PRICING OF PROPOSALS

- 14.1 The Agency reserves the right to contact those who have submitted proposals in order to:
 - 14.1.1 Obtain clarity where information is incomplete or where a lack of clarity exists about technical aspects of the quotation;
 - 14.1.2 Obtain confirmation of prices in cases where it is obvious that a written, typed or transcription error, or an error in the unit price has been made.
 - 14.1.3 The pricing schedule to be in accordance with Appendix 01 below:

PRICING SCHEDULE (BOQ)

APPENDIX 01

ITEM	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SABS					
	1200 A	SECTION 0				
		PRELIMINARIES AND GENERAL				
100.00	8.30	FIXED CHARGES AND VALUE RELATED ITEMS				
101.00	8.30	Fixed Charges				
101.01	8.3.1	Contractual Requirements	Sum	1.00		
101.02		Sureties	Sum	1.00		
101.03		Insurance of works, etc. and damage to persons and property	Sum	1.00		
101.08		Ablution and Latrine Facilities	Sum	1.00		
101.09		Tools and Equipment	Sum	1.00		
101.10		Services connection fee (Water Supplies, Electrical connection)- Payment made against production of service provider invoice for connection Power and Communications	PSum	1.00		
101.11		Allow for percentage on above to cover overheads and profit	%			
101.12	8.3.2.1	Notice Board	Sum	1.00		
101.13		Establishment of Facilities on the Site	Sum	1.00		
101.14		Removal of Site Establishment	Sum	1.00		
101.15		Other Fixed Charge Obligations	Sum	1.00		
102.00	8.40	TIME RELATED ITEMS				
102.01	8.4.1	Contractual Requirements	Months	6.00		
102.02		Offices and storage sheds	Months	6.00		

102.03		Supervision for Duration of Contract	Months	6.00		
102.04		Setting Out	Months	6.00		
102.05		Watching and Lighting	Months	6.00		
102.06		Care of Works, Damage to Persons and Property	Months	6.00		
102.07		Clearance of Site during Construction and on Completion	Months	6.00		
103.00	8.4.2.1	Facilities for Contractor for the duration of Construction, except where otherwise stated				
103.01		Protection of Underground Services	PC Sum	1.00		
103.02		Allow for access to site and stormwater management	PC Sum			
103.03		Allow for work to be Undertaken by a Nominated Laboratory for Testing of Materials as Directed by Engineer	PC Sum	1.00		
103.10		Contractor's initial obligation in respect of the OHSA and Construction Regulations	Sum	1.00		
103.11		Contractor's time related obligation in respect of the OHSA and Construction Regulations	Sum	1.00		
103.12		Submission of Health and safety file	Sum	1.00		
103.13		Allow for work to Undertaken by nominated environmental consultant for conducting EIA, full compliance with EMP specification and supervision during construction as directed by Project Manager.	PC Sum	1.00		
103.07		Allow for percentage on above to cover overheads and profit	%			
Total Carried Forward						

<u>ITEM</u>	<u>PAYMENT</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>RATE</u>	<u>AMOUNT</u>
Brought Forward						R
104.00		DAYWORKS				
104.01		Labour				
		01 Unskilled Labour	hr	20.00		
		02 Skilled Labour (artisans)	hr	20.00		
		Construction Plant				
104.02		(i) Grader	hr	15.00		
104.03		(ii) TLB	hr	10.00		
104.05		(iii) Dozer	hr	5.00		
104.06		(iv) Smooth drum roller (10 TON roller)	hr	15.00		
104.07		(v) Tipper Truck (10m ³)	hr	20.00		
104.08		(vi) Excavator	hr	15.00		
104.09		(vii) Water tanker (16 000L)	hr	15.00		
Carried to Final Summary						R -

<u>ITEM NO</u>	<u>PAYMENT I</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>RATE</u>	<u>AMOUNT</u>
		<u>SECTION 1</u>				
	SABS	BILL NO. 1				

200.			EARTHWORKS				
201.			Clear site for all rub, shrubs debris etc	m ²	634.08		
202.			<u>EXCAVATION, FILLING, ETC</u>				
			<u>EXCAVATION FOR BULK EARTHWORKS</u>				
			Excavation for bulk earthworks for platform not exceeding 2m deep	m ³	95.11		
202.01	1200 DA		Excavation in earth not exceeding 1m deep				
	8.3.1(b)	1	Trenches	m ³	244.71		
		2	Pit holes for septic tank	m ³	60.00		
202.02			Extra over trench excavation in earth for excavation in				
		1	Soft rock	m ³	220.24		
		2	Intermediate rock	m ³	146.83		
		3	Hard rock	m ³	48.94		
202.03			Extra over all excavations for carting away				
			Surplus material from excavations and/or stockpiles on site to a dumping site to be located by the contractor.	m ³	71.33		
202.04			Earth filling obtained from the excavations and /or prescribed stockpiles on site compacted to 95% Mod. AASTHO Density.				
		1	Backfilling to trenches, holes, etc	m ³	159.06		
202.05			Earth filling supplied by the contractor compacted to 95% Mod AASTHO density.				
		1	Backfilling to holes, etc	m ³	25.00		

			Coarse river sand filling supplied by the contractor				
			25mm thick under floors etc	m ²	564.93		
202.04			Compaction of surfaces				
202.04	5.2.3.2		Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 95% Mod AASHTO density.	m ³	54.52		
			Risk of collapse of excavations				
202.05							
			Sides of trench and hole excavations not excavations not exceeding 1.5m deep	sum	1.00		
202.06			Keeping excavations free of water				
		1	Keeping excavations free of all water other than subterranean water	Sum	1.00		
202.07			Soil insecticide:				
		1	Soil poisoning to be carried out by a registered pest control company and certificate to be supplied	P.sum	1.00		
		2	To horizontal surfaces, etc. Including forming and poisoning shallow furrows against foundation walls and filling in furrows and ramming	m ²	564.93		
202.07			Allow for compaction tests to be performed by specialist	P.sum	1.00		
Total Carried Forward to Summary							R
<u>ITEM NO</u>	<u>PAYMENT</u>	<u>-</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>RATE</u>	<u>AMOUNT</u>
			<u>SECTION 2</u>				
	SABS						
			<u>BILL NO. 2</u>				
	1200 GB						
			CONCRETE, FORMWORK AND				

203.			REINFORCEMENT				
204.	5.30		CONCRETE				
204.01			<u>MASS CONCRETE</u>				
			Concrete (25 MPa) in:				
		1	Concrete foundations	m ³	48.86		
			REINFORCED CONCRETE				
204.02			Reinforced concrete (25 MPa)				
		1	Concrete floor slab	m ³	64.37		
		2	Concrete apron slab	m ³	4.68		
		3	Concrete for roof slab	m ³	10.80		
204.03	5.20		FORMWORK				
204.04	5.2.1(a)		Rough formwork:				
		1	Formwork to concrete slab	m ²	51.82		
205.	3.60		FABRIC REINFORCEMENT				
205.01		1	Ref 193 Mesh (measured net)	m ²	450.00		
		2	Steel reinforcing hot rolled high tensile	Ton	3.00		
		3	Steel reinforcing medium strength/mild	Ton	1.00		
206.			MOVEMENT JOINTS				
206.01			Expansion joints with bitumen impregnated softboard between vertical concrete and brick surfaces.				

		1	10mm Joints not exceeding 300mm high.	m	300.00		
Total Carried Forward to Summary							R
ITEM NO	PAYMEN T		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
			<u>SECTION 3</u>				
			<u>BILL NO. 3</u>				
			<u>BRICKWORK:</u>				
			Sizes in descriptions				
			Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick.				
			Face bricks				
			Bricks shall be ordered timeously to obtain uniformity in size and colour.				
			Pointing				
			Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc.				
207.			FOUNDATIONS				
207.01			Brickwork of extra hard burnt clay bricks in (4:1) cement motar with all joints grouted in solid with liquid cement motar.				
		1	One brick walls	m ²	349.01		
		2	Half brick wall	m ²			
207.02			SUPERSTRUCTURE				

			Brickwork of burnt clay bricks in (6:1) cement mortar				
		1	Half brick wall backwashed with cement mortar and bitumen seal	m ²	930.68		
		2	Half brick wall	m ²	96.00		
		3	Half brick wall in beam filling	m ²	93.07		
207.04			Brickwork sundries				
			Extra over for fair brick				
207.05			Precast prestressed fabricated lintels				
		1	110 x 75 mm Lintels in lengths not exceeding 3m.	no	35.00		
		2	110 x 75 mm Lintels in lengths not exceeding 4m.	no	1.00		
		3	110 x 75 mm Lintels in lengths not exceeding 6m.	no	2.00		
208.01			Air bricks etc				
		1	230 x 160mm Cement air brick	No	39.00		
			Brickwork Reinforcement				
		3	150mm wide galvanised reinforcement build in horizontally	m	2559.37		
		4	75mm wide galvanised reinforcement built in horizontally	m	500.00		
			Galvanised hoop iron cramps, ties, etc				
208.02		1	32 x 1.6 mm Galvanized hoop iron strap and 1.5m long with one end fixed to timber and other end built into brickwork.	No	125.00		
209.			FACE BRICKWORK				

			Corobrik " Roan Travertine " blend FBS face bricks in stretcher bond pointed with recessed horizontal and vertical joints				
		1	Extra over brickwork for face brickwork	m ²	930.68		
		2	Extra over brickwork in beamfilling for face brickwork	m ²	85.00		
		3	Extra over brickwork for brick-on-edge header course lintel pointed on face and 110mm soffit	m	30.00		
		4	Extra over brickwork for brick-on-edge header course lintel pointed on both faces and 220mm soffit	m	35.00		
		5	220mm Wide sill set sloping and slightly projecting	m			
Total Carried to Final Summary							R
<u>ITEM NO</u>	<u>PAYMENT</u>		<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>RATE</u>	<u>AMOUNT</u>
			<u>SECTION 4</u>				
	SABS						
			<u>BILL NO. 4</u>				
	021:2002						
210.			WATERPROOFING				
210.01			DAMP-PROOFING OF WALLS AND FLOORS				
			One layer of 375 micron embossed black polyethylene damp proof course.				
		1	To walls 220 mm wide	m ²	51.27		
	7.30		One layer of 375 micron "Consol or equal approved Plastics Brik grip or equal approved DPC embossed damp proof course.				
	7.3.1	2	Under surface beds	m ²	325.00		

210.02			JOINT SEALANTS ETC				
			Coloured polyurethane sealing compound				
		3	3 x 15mm In saw cut joints in floors	m	210.00		
			Clear silicone sealing compound				
		4	In joints between fittings and wall tiles	m	65.00		
			Sundries				
			Bagging and sealing the outer face of the inner skin of walls 1:3 cement and sand mixture and seal with two coats "Brixseal" bitumen emulsion waterproofing to coating:				
		5	To walls (Provisional)	sum	1.00		
Carried to Final Summary							R
<u>ITEM NO</u>	<u>PAYMENT</u>		<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>RATE</u>	<u>AMOUNT</u>
			<u>SECTION 5</u>				
			<u>BILL NO. 5</u>				
			PROFIED METAL SHEETING AND ACCESSORIES				
210.			ROOF COVERINGS, ETC				
		1	0.58mm Chromadek IBR Profile-SAF 686 or any other equivalent approved, concealed fixing roof sheeting material with accessories.	m ²	447.03		
210.01			ROOF AND WALL INSULATION				
			'Sisolation 420" heavy industrial grade aluminium foil-based insulation				
			Insulation laid out over purlins (at approximately 1000mm centres) and fixed concurrent with roof covering including galvanised steel straining wires	m ²	450.00		
211.			RAINWATER DISPOSAL				

211.01			Continuous 0.6mm chromadek seamless gutters				
		1	Eaves gutters	m	85.00		
		2	Extra over eaves gutter for clips brackets	No	170.00		
		3	Extra over eaves gutter for angle	No	4.00		
		4	Extra over eaves gutter for connectors	No	15.00		
		5	Extra over eaves gutter for outlet for 75mm pipe	No	10.00		
		6	75m Diameter rainwater pipes	m	40.00		
		7	Extra over rainwater pipe for bend	No	8.00		
		8	Extra over rainwater pipe for shoe	No	8.00		
		9	Extra over rainwater pipe for eaves or plinth offset 110m projection	No	8.00		
		10	Extra over rainwater pipe for swayneck offset 110m projection	No	14.00		
		11	Extra over eaves gutter for downpipe clips	No	16.00		
Carried to Final Summary							R
<u>ITEM NO</u>	<u>PAYMENT</u>		<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>RATE</u>	<u>AMOUNT</u>
			<u>SECTION 6</u>				
			<u>BILL NO. 6</u>				
			CARPENTRY AND JOINERY				
212.			TRUSSES, ETC.				

212.01			Prefabricated mono-pitch roof structure manufactured by specialist including to suit 16m x 25m span with 0.5m overhang at eaves. Timber pieces gang nailed and fixed to wall plate with hoop iron ties complete.				
212.02		1	Provision for roof structure complete including all necessary fittings and accessories. (Provisional).	sum	1.00		
212.03			Matt New Silver Aluminium barge board installed as per specialist details				
		1	80 x 200 mm Barge boards including joints and screws	m	110.00		
		2	EVERITE NUTEC medium density fibre cement fascia boards (Product no. 041-204) 12mm thick x 225mm with aluminium H profile fascia joiners	m	115.00		
212.04			Doors, etc.				
			Wrought Meranti				
		1	External doors for ablutions	No	4.00		
		2	Internal doors for ablutions	No	8.00		
		3	Ditto but double doors including frames.	No	-		
			FRAMED FRAMES, ETC.				
212.05			Wrought Meranti				
		1	44 x 114mm Rebated frames plugged	No	4.00		
		2	Ditto for internal doors	No	8.00		
Carried to Final Summary							R
<u>ITEM NO</u>	<u>PAYMENT</u>		<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>RATE</u>	<u>AMOUNT</u>
			<u>SECTION 7</u>				
			<u>BILL NO. 7</u>				

213.00			IRONMONGERY				
213.01			HINGES, BOLTS, LOCKS, ETC				
		1	32mm Open brass piano hinges	Pairs	22.00		
213.02			Locks				
		1	Satin chrome WC indicator bolt	No	8.00		
		2	Two lever mortice lock with striking plate	No	8.00		
		3	3 Lever single door lockset	No	3.00		
213.03			DOORSTOP				
		1	38mm Diameter rubber doorstop plugged.	No	30.00		
213.04			LETTERS, NAMEPLATES, ETC				
		1	150 x 150mm anodised aluminium plate symbol with male, female in ablutions.	No	9.00		
			Sundries				
		2	Galvanised steel rail fixed to walls for disabled persons for parallel and vertical rails.	Pair	2.00		
Carried to Final Summary							R
<u>ITEM NO</u>	<u>PAYMEN I</u>		<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>RATE</u>	<u>AMOUNT</u>
			<u>SECTION 8</u>				
			<u>BILL NO. 8</u>				
214.0			<u>METALWORK</u>				
214.01			SUPPLY AND INSTALL ALLUMINIUM WINDOWS, DOORS, HANDLES AND ALL NECESSARY FITTINGS AND ACCESSORIES ETC.				

		1	Powder Coated Matt New Silver aluminium door size 2100mm x 900mm and frame, glazing to comply with SANS 10400-N	No	8.00		
		2	Extra over for light glass as per drawing	No	8.00		
		3	Powder Coated Matt New Silver aluminium door size 2100mm x 1800mm and frame, glazing to comply with SANS 10400-N	No	6.00		
		4	Extra over for light glass as per drawing	No	6.00		
		5	Powder Coated Matt New Silver aluminium door size 900mm x 600mm and frame, glazing to comply with SANS 10400-N	No	13.00		
		5	Powder Coated Matt New Silver aluminium door size 900mm x 1200mm and frame, glazing to comply with SANS 10400-N	No	5.00		
Carried to Final Summary							R
<u>ITEM NO</u>	<u>PAYMEN I</u>		<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>RATE</u>	<u>AMOUNT</u>
			<u>SECTION 9</u>				
			<u>BILL NO. 9</u>				
215.00			CEILINGS, ETC				
215.01			NAILED UP CEILINGS				
		1	6.4mm "Rhino" or equal approved gypsum plasterboard with Round cover strips over joints.(brander ring measured elsewhere)	m ²	325.00		
		2	Fibre Cement ceiling in wet areas on ablution, bandering at 450mm centres measured elsewhere. PROVISIONAL	sum	1.00		
		3	Extra over ceiling for 600 x 600mm trap door of 30 x 30mm wrought softwood rebated framing with one 30 x 300mm sawn softwood cross brander covered with ceiling board and fitted flush in opening	No	2.00		

		4	"Rhino" or equal approved gypsum plasterboard cornices				
		5	75mm Coved cornices	m	233.06		
Total Carried Forward To Summary							R
<u>ITEM NO</u>	<u>PAYMEN I</u>	-	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>RATE</u>	<u>AMOUNT</u>
			SECTION 10				
			BILL NO. 10				
216.00			PLASTERING				
216.01			SCREEDS				
216.02			1:4 Cement plaster screeds steel trowelled on concrete				
		1	25mm Thick on floors and landings	m ²	310.00		
217.00			INTERNAL PLASTER				
217.01			15mm Cement plaster on brickwork				
		1	On walls	m ²	930.68		
Total Carried Forward To Summary							R
<u>ITEM NO</u>	<u>PAYMEN I</u>	-	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>RATE</u>	<u>AMOUNT</u>
			<u>SECTION 11</u>				
	SABS						
	967.00		<u>BILL NO. 11</u>				
219.00			PLUMBING AND DRAINAGE				
			SUPPLEMENTARY PREAMBLES				
			Proprietary items or materials				
			Proprietary items or materials where specified are to be of the brand specified or other approved by the representative/ Agent				

220.00	7.2.2		SANITARY FITTINGS				
			BATHROOM FITTINGS				
			Prices for sanitary fittings are to include for the application of silicone sealant or equivalent wherever sanitary fittings make contact with wall finishes, floor finishes, vanity tops, bathroom fittings, etc.				
			Vaal'				
		1	Hibiscus 7023' white vitreous china rounded basin size 510 x 405mm including 1 No. 15mm "Cobra Carina 484" or equal approved basin set "Cobra 345/40" or equal approved bottle trap, Vaal 8131" or equal approved wall brackets and chrome plated anti-theft plug and spindle	No	8.00		
		2	"Daisy" vitreous china semi close coupled washdown suite colour White, comprising 90° outlet open rim pan (code: 751400) and matching 9 litre front single flush cistern (code: 710532) and including lid, fitments and flushpipe elbow with heavy double flap plastic seat.	No	11.00		
		3	Toilet holder dispenser colour white (code SA 405606)	No	11.00		
		4	Ceramic urinals including all necessary fittings	No	5.00		
221.00	967.00		PLUMBING AND DRAINAGE				
221.01			uPVC pipes				
		1	50mm Pipes	m	100.00		
		2	50mm Pipes chased into brickwork	m	85.00		
		3	Extra over uPVC pipes for fittings	m	35.00		
		4	50mm Bend	No	30.00		
		5	110mm pipes	m	180.00		
		6	110mm Bend	No	35.00		
221.02			WASTE OUTLETS, ETC				

		7	40mm Chromium plated brass unslotted sink waste including plug and chain as "Cobra 316-40".	No	8.00		
			TAPS, VALVES, ETC.				
		8	15mm Cobra Gala GA-670 or similar approved single lever over arm swivel outlet mixer fixed to sink (sink elsewhere measured)	No	12.00		
		9	15mm Bagnoclic mixer tap wash command elbow with clinical leverage or similar approved single lever over arm swivel outlet mixer fixed to disability sinks (sink elsewhere measured)	No	1.00		
			TRAPS, ETC				
		10	40 x 40mm Butyl rubber P or S trap jointed to waste outlet fitting and to uPVC pipe including clamps.	No	20.00		
221.03			WATER SUPPLIES				
		11	Class 2 copper pipes or similar				
		12	15mm Pipes	m	70.00		
		13	20mm Pipes	m	30.00		
			Extra over Class 1 copper pipes for capillary fittings				
		14	15mm Fittings	No	45.00		
		15	22mm Fitting	No	45.00		
			TESTING				
		16	Allow for testing the whole of the plumbing and drainage installation to the approval of the Representative/ Agent	Item	1.00		
221.04			WATERPROOFING				

			Silicone sealing				
		1 7	White silicone non-hardening sealing compound in pointing and sealing around wash hand basin, sinks, etc, at junction with plastered walls, tiles, etc.	m	55.00		
			FIRE APPLIANCES				
			"Chubb"				
		1 8	9Kg Dry powder fire extinguisher to SABS 810 with bracket encored to the wall	No	6.00		
222.00			MIRRORS				
			6mm silvered float glass copper backed mirrors with 10mm bevelled and polished edges holed for and fixed with chromium plated dome capped mirror screws with rubber buffers to plugs in brickwork or concrete.				
		1 9	Mirror 450 x 600mm high with four screws.	sum	1.00		
Total Carried Summary							R
ITEM NO	PAYMENT	-	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
			<u>SECTION 12</u>				
	SABS		<u>BILL NO.12</u>				
222.00	ISO 12944 7/1998		PAINTWORK				
			PREPARATORY WORK TO EXISTING				
			WORK				
222.01			PAINTWORK TO NEW WORK				
222.02			One coat bonding liquid and two coats interior quality PVA emulsion paint (Colour to engineers' choice)				

		1	On internal walls	m ²	325.00		
222.03			ON PLASTER BOARD				
			One coat primer and two coats interior quality PVA emulsion paint				
		1	On ceilings and cornices	m ²	304.00		
			One coat bonding liquid and two coats exterior quality PVA emulsion paint				
		2	On fascia and barge boards	m ²	15.39		
222.05			ON WOOD				
			One coat wood primer, one undercoat and two coats silthane gloss enamel				
		1	On doors	sum	1.00		
		2	On door frames etc	sum	1.00		
Total Carried Forward To Summary							R
ITEM NO	PAYMENT		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
			SECTION 13				
			BILL NO.13				
			TILING				
223.00			WALL TILING				
			245 x 195 x 4mm 'Johnson Alpine' or other approved glazed ceramic tiles fixed to adhesive and flush pointing with an approved tinted waterproofing jointing compound.				
223.01		1	On walls	m ²	15.00		
223.00			FLOOR TILING				

		2	245 x 195 x 4mm 'vinyl tile sheeting' or other approved c tiles fixed to adhesive and flush pointing with an approved tinted waterproofing jointing compound.				
223.01		a	Ablutions	m ²	95.00		
		3	Porcelain tiles or other approved c tiles fixed to adhesive and flush pointing with an approved tinted waterproofing jointing compound on floor.				
		a	Kitchen	m ²	30.00		
		b	Reception and canteen	m ²	55.00		
		c	Offices	m ²	55.00		
		d	Storage	m ²	12.00		
		e	Boardroom	m ²	35.00		
Total Carried Forward To Summary							R
<u>ITEM NO</u>	<u>PAYMENT</u>		<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>RATE</u>	<u>AMOUNT</u>
			<u>SECTION 14</u>				
			<u>BILL NO.14</u>				
			<u>PROVISIONAL ITEMS</u>				
			Existing services				
223.01		1	Relocation of existing services	Psum	1.00		
			Electrical				
		2	Electrical connection	Psum	1.00		
223.01		3	Demolition and removal of rubble to designated dumpsite	Psum	1.00		
			Demolition of existing structure and disposal to spoil				
			Handling Costs for all the Above	%		10%	
Total Carried Forward To Summary							R
<u>SECTIONS</u>		<u>SUMMARY OF SCHEDULE OF QUANTITIES</u>					<u>AMOUNT</u>
		FINAL SUMMARY					

0.	PRELIMINARY AND GENERAL				R
1.	EARTHWORKS				R
2.	CONCRETE, FORMWORK & REINFORCEMENT				R
3.	MASONRY				R
4.	WATERPROOFING				R
5.	ROOF COVERINGS				R
6.	CARPENTRY AND JOINERY				R
7.	IRONMONGERY				R
8.	METALWORK				R
9.	CEILINGS				R
10.	PLASTERING				R
11.	PLUMBING AND DRAINAGE				R
12.	PAINTWORK				R
13.	TILLING				R
14.	PROVISIONAL SUMS				R
SUB TOTAL1					R
CONTINGENCIES					R
SUB TOTAL2					R
VAT					R
FINAL TOTAL TO FORM OF OFFER					R

GENERAL CONDITIONS OF TENDER

1. General Conditions of Contract

This Bid is subject to the General Conditions of Contract (GCC) 2015 and, if applicable, any other Special Conditions of Contract.

2. Submission of Tenders

Sealed tenders, with the "Tender Number and Title" clearly endorsed on the envelope, must be deposited in the tender box indicated at the offices of the uMgungundlovu Economic Development Agency, 191 Burger Street, Pietermaritzburg.

All literature must be securely attached to the tender. The Agency shall not be held liable for any loss or damages sustained due to the service provider's failure to comply with this condition.

If a courier service company is being used for delivery of the tender document, the tender description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the tender box. UMEDA will not be held responsible for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the courier company or any other party involved in the delivery of the tender document.

Please note:

- Tenders that are deposited in the incorrect box will not be considered.
- Telegraphic or faxed tenders will not be accepted.
- The use of correction fluid/tape on the bid documents is not allowed. If there is an error, draw a line through it, initial next to it and make the correction directly above /below/next to it.
- All bids must be submitted in writing on the official forms supplied (not to be re-typed)
- All prices shall be quoted in South African currency.

3. Quality Assurance

Any defects, patent or latent, which are attributable to poor workmanship, will be rectified by the bidder at own cost and time and all costs relating to the correction of defects will be expressly and separately noted on billing documentation.

4. Validity Period

Bids shall remain valid for ninety (90) days after the tender closure date.

5. Renewal of Contract

The Agency may exercise its option to renew this agreement, with a financial escalation clause, in line with the latest CPI statistics, which will commence at the end of the contract period, and the terms thereof for a further period not exceeding 6 (six) months at a time, upon giving 30 days' notice to the Service Provider of its intention to exercise that option.

6. Intellectual Property Rights

Copyright, patent rights and other similar rights in any works or products created as a result of the performance of this proposal and its assignments will vest in and are hereby transferred to uMgungundlovu Economic Development Agency (UMEDA) specifically agreed otherwise, in the form of individual written Agreement signed by both parties. For this purpose only, all works created in terms of this proposal and the assignments thereof will be deemed to have been created under the control and direction of UMEDA.

7. Disbursements, Travel And Subsistence

No bidder will be refunded any cost or disbursements incurred in respect of the project, save where the prior written approval of UMEDA has been obtained in respect of such expenditure.

Any authorized disbursements will be refunded at the reasonable and actual cost determined by UMEDA.

Any expenditure incurred by the successful bidder in respect of authorized travel for the project will be refunded in accordance with the UMEDA travel policy as applicable from time to time. The rates payable for the use of private vehicles will be the prevailing rates quoted by the Automobile Association of South Africa

All claims in respect of authorized disbursements (travel and subsistence costs) must be substantiated by documentary evidence such as receipts and logs of kilometres travelled.

All expenses incurred by the bidder for the proposal and presentations are the responsibility of the bidder and will not be reimbursed by UMEDA.

8. Certified Copies

The tenderer shall, where required in terms of the tender document submit with the proposal, certified copies of all certificates specified. Failure to do so may render the proposal liable to rejection on the grounds of being incomplete. Copies of certified documents will not be accepted.

9. Bids Exceeding R10 Million

If the tendered value exceeds R10 million (VAT included), bidders are required to furnish:

- i. if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements:
 - for the past three years; or
 - since their establishment if established during the past three years;
- ii. a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards an agency or other service provider in respect of which payment is overdue for more than 30 days;
- iii. particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract
- iv. a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipal entity is expected to be transferred out of the Republic; and
- v. Stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.

10. Acceptance or Rejection of a Tender

The Agency reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Agency does not bind itself to accepting the lowest tender.

11. Completion of Tender Documents

The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender.

Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

12. Site / Information Meetings

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register.

13. Contact with Municipal Entity after Tender Closure Date

Bidders shall not contact the uMgungundlovu Economic Development Agency on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the uMgungundlovu Economic Development Agency, it should be done in writing to the uMgungundlovu Economic Development Agency. Any effort by the firm to influence the uMgungundlovu Economic Development Agency in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

14. Opening, Recording and Publications of Tenders Received

Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

Details of tenders received in time will be recorded in a register which is open to public inspection. Faxed, e-mailed and late tenders will not be accepted.

15. Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipal entity's Supply Chain Management Policy.

16. Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipal Entity may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipal Entity because of the award of the contract.

17. Value-Added Tax

Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, Act 89 of 1991. The content of the invoice must contain sufficient information for audit purposes.

It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3, 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

The VAT registration number of the Municipal Entity (UMEDA) is 4490292184.

18. Poor Performance

Where the supplier fails to render the services within the stipulated period, or should services rendered be deemed not to the satisfaction of the uMgungundlovu Economic Development Agency the tenderer will receive a written notice of poor performance. Failure to address performance issues could result in the entire contract being reviewed or cancelled.

19. Central Supplier Database

No awards will be made to a tenderer who is not registered on the Central Supplier Database.

20. Inducements, rewards, gifts and other abuses of the Supply Chain Management System

No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of, may directly or indirectly:

- i. Influence or interfere with the work of any UMEDA officials involved in the tender process in order to inter alia:
 - a. influence the process and/or outcome of a tender;
 - b. incite breach of confidentiality and/or the offering of bribes;
 - c. cause over- or under-invoicing;
 - d. influence the choice of procurement method or technical standards;
 - e. Influence any UMEDA official in any way which may secure an unfair advantage during or at any stage of the procurement process.
- ii. Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, “blacklisting” and/or any such remedies as set out in the UMEDA’s SCM Policy.

GENERAL CONDITIONS OF CONTRACT 2015

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as

transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

4. Standards

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

5. Use of contract documents and information; inspection.

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

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in 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.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance Security

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

8. Inspections, tests and analyses

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

- 8.6. 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 goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. 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 22 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
 - 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare Parts

- 14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - 14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
 - 14.1.2. in the event of termination of production of the spare parts:
 - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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.

17. Prices

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

18. Variation Orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
 - 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. the reasons for the restriction.

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

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

will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for Insolvency

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

27. Settlement of Disputes

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

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

28. Limitation of liability

- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- 28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

29. Governing Language

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

30. Applicable law

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

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

TENDER DRAWINGS

DRAWING NUMBER	DRAWING DESCRIPTION
UMEDA-2025-DET001	SITE LAYOUT PLAN
UMEDA-2025-DET002	FLOOR PLAN & SECTION A/A
UMEDA-2025-DET003	ELEVATIONS
UMEDA-2025-DET004	ELEVATIONS 2
UMEDA-2025-DET005 -012	WINDOW AND DOOR SCHEDULES

NB: Drawings will be emailed to service providers who attended the site inspection meeting.