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MPUMALANGA PROVINCIAL GOVERNMENT



**DEPARTMENT OF CO-OPERATIVE GOVERNANCE,
HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS**

BID NUMBER: COGHSTA/039/26/MP

**APPOINTMENT OF A SERVICE PROVIDER FOR
THE RENNOVATION OF ENIKWAKUYENGWA
TRADITIONAL COUNCIL’S OFFICE WITHIN THE
CHIEF ALBERT LUTHULI LOCAL
MUNICIPALITY, GERT SIBANDE DISTRICT OF
MPUMALANGA PROVINCE**

ISSUED BY:
Department of Co-Operative Governance, Human Settlements &Traditional Affairs
Private Bag X11304
Mbombela
1200

CSD SUPPLIER NUMBER:MAAA.....
NAME OF BIDDER:
TOTAL BID PRICE (all inclusive) :.....
(Also in words):
.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS					
BID NUMBER:	COGHSTA/039/26/MP	CLOSING DATE:	05 OCTOBER 2026	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE RENNOVATION OF ENIKWAKUYENGWA TRADITIONAL COUNCIL'S OFFICE WITHIN THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY, GERT SIBANDE DISTRICT OF MPUMALANGA PROVINCE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre SECUNDA , No 5 Van Eck Street, Secunda (opposite Sasol Value Gas Garage) Secunda, 2280, BUSHBUCKRIDGE , The Provincial Treasury, R40 Road, Bakoena Business Complex, Bushbuckridge, MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini 1192. SIYABUSWA Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa 0472					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr M Seabi		CONTACT PERSON	Mr.J.S Mzobe	
TELEPHONE NUMBER	073 333 8214		TELEPHONE NUMBER	013 766 6245	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Mseabi@mpg.gov.za		E-MAIL ADDRESS	Jmzobe@mpg.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....

APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA
TRADITIONAL COUNCIL'S OFFICE WITHIN THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY,
GERT SIBANDE DISTRICT OF THE MPUMALANGA PROVINCE.

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL
AFFAIRS

COGHSTA

BID DOCUMENT

BID NO. COGHSTA/039/26/MP

APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA
TRADITIONAL COUNCIL'S OFFICE WITHIN THE CHIEF ALBERT LUTHULI LOCAL
MUNICIPALITY, GERT SIBANDE DISTRICT OF THE MPUMALANGA PROVINCE.

NAME OF BIDDER : _____

CONTACT NUMBER : _____

NAME OF TRADITIONAL
COUNCIL BIDDING FOR : _____

SUPPLIER CSD NUMBER : MAAA

TOTAL BID AMOUNT :



**APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA
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HEAD OF DEPARTMENT
MPUMALANGA DEPT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS
PRIVATE BAG X11304
MBOMBELA 1200

THE BID IS VALID FOR 120 DAYS

**Department of Cooperative Governance, Human Settlements and
Traditional Affairs**

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APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA TRADITIONAL COUNCIL'S OFFICE WITHIN THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY, GERT SIBANDE DISTRICT OF THE MPUMALANGA PROVINCE.

**Department of Cooperative Governance, Human Settlements and
Traditional Affairs
(COGHSTA)**

Tender No. COGHSTA/039/26/MP

T1.1 Tender Notice and Invitation to Tender

The Department of Cooperative Governance, Human Settlements and Traditional Affairs (COGHSTA) has invited bids for **APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA TRADITIONAL COUNCIL'S OFFICE WITHIN THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY, GERT SIBANDE DISTRICT OF THE MPUMALANGA PROVINCE.**

Bid documents will be obtainable from the Bid office, **Mbombela Riverside Government Complex, Malelane 24 Air Street, Siyabuswa Old Parliament Building, Middleburg Department of Public Works, KwaMhlanga Government Complex Department of Finance, Piet Retief no. 11 Mearsorch Street, Secunda No 5 Van Eck Street, Elukwatini Sub-Regional Offices and Bushbuckridge Advice Centre, Department of Finance**, on payment of a non-refundable levy of **R150.00** or can be downloaded at <http://www.etenders.gov.za/content/advertised-tenders>. Only bank guaranteed cheques or cash will be accepted, and documents can be collected between 08:00 and 16:00 Cheques Card to Mpumalanga Provincial Government. As per the Mpumalanga Bid Bulletin

The closing date for receipt of bids is as per The Mpumalanga Provincial Supply Chain Management Bid Bulletin Advert.

Duly completed Bids enclosed in a sealed envelope marked

APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA TRADITIONAL COUNCIL'S OFFICE WITHIN THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY, GERT SIBANDE DISTRICT OF THE MPUMALANGA PROVINCE.

With the name of the Bidder, shall be deposited in the clearly marked bid boxes provided **at the following** Supply Chain Offices, Mbombela, Malelane, Bushbuckridge, Kwa Mhlanga, Middleburg, Piet Retief and Secunda including any other office published by provincial treasury on bulletin. All documentation submitted in response to this bid must be in English, unless otherwise indicated under technical specification.

Technical and Administrative enquiries shall be directed to Mr. M. Seabi 076 295 3313 and Mr. J. Mzobe 013 766 6245 respectively within 7 (seven) calendar days before the tender closing date during office hours only (between 8:00 to 16:00 hours on working days). Please note that response(s) to enquiries will be communicated to all tenderers who would have attended the compulsory briefing session. Therefore, it is a responsibility of tenderers or their representatives to record correctly their email addresses in the compulsory briefing session attendance register. COGHSTA does not take any responsibility for wrongly and/ or illegibly written email addresses.

The closing time for receipt of tenders is As **Per the Mpumalanga Provincial Supply Chain Management Bid Bulletin Advert.**

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

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**Department of Cooperative Governance, Human Settlements and
Traditional Affairs
(CoGHSTA)**

Tender No. COGHSTA/039/26/MP

APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA TRADITIONAL COUNCIL'S OFFICE WITHIN THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY, GERT SIBANDE DISTRICT OF THE MPUMALANGA PROVINCE.

T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Construction Procurement – Part 3: Standard conditions of tender*.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The employer is the Department of Cooperative Governance, Human Settlements and Traditional Affairs
3.2	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	The employer's agent is: Name: Mr M Seabi Physical Address: As Per the Advert Bid Bulletin Cell: 073 333 8214 Email: mseabi@mpg.gov.za
3.4	The language for communications is English
4.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original, plus one copy.
4.13.5 4.15	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:

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	Location of tender box: is As Per the Mpumalanga Provincial Supply Chain Management Bid Bulletin Advert. Physical Address : As Per the Advert Bid Bulletin Identification details: Reference no, Title of Tender and the closing date and time for tenders Bids Are Only To Be Submitted to Listed Centres as Per the Mpumalanga Provincial Supply Chain Management Bid Bulletin Advert Not on Employer Physical Address.
4.13.5	Tender document shall be submitted as original
4.13.4	The tenderer is required to meet the following conditions: 1. All declaration pages fully completed, signed and submitted. 2. The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink. 3. None of the documents have correction fluid on them. Any wrong entry, in case of correcting, stroked out by a single stroke and initialled by the Authorised signatory 4. The tender documents issued by COGHSTA are not tampered with and the content remains unchanged. 5. Tenderers (including each member of joint venture or consortium or partnership agreement) must submit proof of registration with the National Treasury's Central Supplier Database (CSD). The CSD registration report must indicate but not limited to: Supplier Identification, Supplier Contact Information, Supplier Address, Supplier Bank Account, Tax Information and Company Directors). Tenderers must ensure that they are registered on the CSD before submitting the Tenders. 6. COGHSTA or the municipality reserves the right to guide the process of sub-contracting.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offers is as stated in the Mpumalanga Provincial Supply Chain Management Bid Bulletin Advert
4.16	The tender offer validity period is 120 days after bid advert closing date
5.1	The employer will respond to requests for clarification received up to 7 working days before the tender closing time.
5.2	The employer shall issue addenda until 10 working days before tender closing time when needs arises.
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.
5.11.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.
5.11.5	15 EVALUATION PROCESS The evaluation process comprises of the following phases: In general, the Department of CoGHSTA shall, for all Bids, which, conform to the specifications evaluate in accordance with the Preferential Procurement Policy Framework, 2000 (Act 5 of 2000) and the revised Preferential Procurement Regulations 2022, therefore 80 points for price and 20 points for the specific goals points. 15.1 Phase 1 (A): MONDATORY RETURNABLES The following returnable documents must be fully completed and submitted together with the bid document for the submission to be considered responsive:

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- All SBD forms should be **fully** completed and signed, including **SBD 1, SBD 4, SBD 6.1 and SBD 6.2 (Annexure C)**
- A written and signed undertaking by bidder clearly indicating commitment to use local labour at each work site.
- Attending compulsory briefing session and completion of attendance register.
- Joint Venture agreement and power of signatory (in case of a JV).
- Bill of quantity must be **fully** completed and signed by bidder.
- Valid COIDA registration certificate
- Certificate of Contractor Registration issued by the Construction Industry Development Board. Where a service provider satisfies CIDB Contractor grading designation requirements through Joint Venture formation, service providers must submit the Joint Certificate of grading.
- Minimum Required CIDB Grading: Must have CIDB Grading of **4 GB** and/or above. Contractors must have the minimum required CIDB grading for the bid / Quoted Amount CIDB Threshold.
- All bidders must be registered with the Central Supplier Database (CSD) failure to do so will be automatically disqualified
- NB: It is the responsibility of the bidder to ensure that the following key information is in order on CSD to avoid disqualification during the bid evaluations:
 - The Business registration status
 - Bid restrictions and defaulters status
 - Identification number and the service of the state status

Local Content Calculation

All bidders who passed the first phase will be evaluated on the correctness and completeness of the SBD 6.2 Annexure C of the Local Production and content

The following items are part of the BoQ and are designated according to the Department of Trade and industry and Competition (**DTIC**)

No	Designated items	Designated percentage
1	Construction Material and Components	100%
2	Cement	100%
3	Steel and Prefabricated Steel material	100%
4	Joining/Connecting Components	100%
5	Fasteners	100%
6	Wire Products	100%
7	Electrical cables	90%
8	Steel value added products	100%

- A bidder who will score below the stipulated percentage must have an exemption letter from **DTIC** that they are allowed to be further evaluated on functionality even if they have scored below the stipulated percentage.
- A bidder must calculate each item separately as per the Guidance Document for the Calculation

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for Local Content (attached)

- The instruction notes from National Treasury are attached as a guidance on all designated sectors
- The exchange rate to be used for the calculation of local production and content will be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid; and only the South African Bureau of Standard (SABS) approved technical specification number SATS 1286; 2011 must be used to calculate local content.
- The local content (LC) expressed, as a percentage of the bid price must be calculated in accordance with the following formula, which must be disclosed in the bid documentation:

$$LC = \frac{(1 - X)}{Y} * 100$$

Where

X is the imported content in Rand
Y is the bid price in Rand excluding value added tax (VAT)

- Prices referred to in the determination of x will be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12:00 on the date of advertisement of the bid.
- The SABS approved technical specification number SATS 1286:2011 and the Guidance of the calculation of local together with the Local Content Declaration Templates (Annexure C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annexure C) and E (Local Content Declaration: Supporting Schedule to Annexure C) are accessible to all potential bidders on the dti's official website http://www.thedit.gov.za/industrial_development/ip.jsp at no cost.

15.2. Phase II: Functionality evaluation as per attached Terms of Reference

- Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference
- Bidders must as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring for the respective bids will evaluate and score all bids based on their submissions and the information provided.
- Bidders will not rate themselves but need to ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.

FUNCTIONALITY (TECHNICAL)

The table below lists the returnable schedules that set out the scoring criteria and sub criteria, and the percentage weighting for the score achieved against the relevant schedule to be used for functionality.

1	EXPERIENCE IN THE INDUSTRY: SUCCESSFULLY COMPLETED WITH COMPLETION CERTIFICATES	Maximum Points = 60
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		Experience of Contractor in Building Industry and reference letters Building Infrastructure Projects successfully completed will be scored as follows: <i>(Submit a list of all projects completed with contact details and Completion Certificates for bidders respective CIDB grade)</i> A copy of the Completion Certificate per project is to be attached in order to claim points during the evaluation process. Failure to submit the above will result in no points being allocated during evaluation Up to a Maximum of 4 projects amounting to R4 million or above	R4m Projects R3m Projects R2m Projects R1m Projects	60 Points 40 Points 20 Points 10 Points
		2 HUMAN RESOURCES – Professional Team Professional Key Personnel are required for the duration of the project. CV's, Qualifications and professional bodies registrations Certified copies not older than three (3) months		Maximum Points= 20 (a + b +c +d) Equal Distribution of 5 each as maximum
		(a) Project/ Construction Manager – BSc or Diploma in Civil Engineering or Construction Management (b) Site Agent – Diploma Civil Engineering, Quantity Surveying or Construction Management (c) Safety Officer – SACPCMP Registration or SAMTRAC (d) Site Foreman – Building Trade Test or NQF 5 (Civil Engineering, Quantity Survey or Construction Management)	Key personnel should each have a minimum of 5 years' experience	
		3 Construction Methodology Project Execution Plan (PEP) The bidder must provide a detailed programme of works, indicating major works or tasks or trades to be done on or off site with relevant cash flow projections of each major works/trades/task For the bidder to be allocated five (5) points, the bidder must submit with the tender the following: 3.1). Project Specific Plan PEP based on the construction duration in the contract data (3 months) reflecting the following: 3.1.1). Key activities 4.1.2). Show critical path 3.1.3). Show logical sequencing of activities 3.1.4). Show duration of key activities		Max Points = 10
			Good Fair Available but not addressing the	10 Points 5 Points 1 Point

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		requirements	
4	Financial Resources of contractor - Bank Rating Letter with bank stamp (stamp not older than 3 months)	Grade A & B=10 Grade C=8 Grade D=5 Grade E= 0	Max Points = 10
TOTAL FUNCTIONALITY POINTS			100 POINTS
Only bidders who attain a minimum of 70 percent on Functionality will qualify to proceed for further evaluation on Price and Specific Goals points. d) Each panel member will rate each individual criterion on the score sheet using the following scale: e) Any proposal not meeting a minimum score of 70 percent functionality proposal will no proceed to the next evaluation stage. f) The price will not be evaluated as this stage 15.3 Phase III: Price / Financial stage a) Price / Financial proposal must be submitted in South African Rand. b) The following formula will be used to calculate the points for price in respect of this bid: $Ps = 80 \left(1 - \frac{(Pt - Pmin)}{P min} \right)$ Where Ps= Points scored for comparative price of bid under consideration Pt= Comparative price of bid under consideration P min = Comparative price of lowest acceptable bid c) The responsive bids will be adjudicated by the State on the 80/20-preference point for Specific Goals in terms of which points are awarded to bidders on the basis of: ▪ The bid price (maximum 80 points) ▪ Specific goals (maximum 20 points) d) The department reserves the right to arrange contracts with more than one contractor. e) The Preferential Procurement Policy Framework Act 2000 (PPFA) Preferential Procurement Regulations 2022 f) A maximum of 20 points may be awarded to a bidder for specific goals Specific goals for the tender and points claimed are indicated per the table below. <i>(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)</i> <i>Note to tenderers: The tenderer must indicate how they claim points for each Specific Goal point</i>			

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system on the pre-determined criteria below.)

15.4 Phase IV: Vetting / Confirmation/ verification of Submitted Information

Shortlisted bidders may be required to undergo the vetting or verification process to verify the authenticity of the submitted documents during the submission period and bidder can be eliminated if discovered that false information was submitted, and this doesn't mean that the bid is automatically awarded to you.

The number of paper copies of the signed contract to be provided by the employer is one per specific traditional council bid.

Specific goals	Max Points	Proof Required
Black-owned (HDI's)	4 points	CSD or B-BBEE certificate
Woman-owned enterprise	4 points	CSD and or date of birth
People living with Disabilities Attach Proof	3 points	Medical proof
Military Veterans	2 points	DMV certificate
Youth-owned enterprise	4 points	CSD and or date of birth
Locality: Mpumalanga province: 3 Points (Attach Proof of Company Business Address; Business Registration Document or Lease Agreement or PTO With Municipal Account or Water / lights Statement of account)	3 points	Attach- Business Registration Document or Lease Agreement or PTO with Municipal Account or Water / lights Statement of account)
Total Points	20 points	

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**Department of Cooperative Governance, Human Settlements and
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Tender No. COGHSTA/039/26/MP

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T.2.1 List of returnable documents

1 Returnable Schedules required for tender evaluation purposes

The tenderer must complete and/or attach the following returnable schedules as relevant to this contract:

- Record of Addenda to Tender Documents where applicable
- Proposed Amendments and Qualifications where applicable
- Compulsory Declaration
- Schedule 1: Experience of Contractor in Building Industry and completion certificates
- Schedule 2: Human Resources – (Project /Construction Manager, Site Agent, Safety Officer, Site Foreman)
- Schedule 3: Construction Methodology
- Schedule 4: Financial Resources of contractor - Bank Rating Letter
- Proof of plant hire or ownership

2 Other documents required for tender evaluation purposes

The tenderer must provide the following returnable documents:

- Proof of specific goals claimable points - Proof of Company Business Address within the Local Municipality Where the Specific Traditional Council is Located.
- NB: not proof of individual Residential Address but proof of Registered Business Address

3 C1.1 Offer portion of Form of Offer and Acceptance

4 C1.2 Contract Data (Part 2)

The Tenderer's attention is drawn to Part 2 of the Contract Data which requires the Tenderer to enter a direct fee percentage and a subcontracted fee percentage which are applied to Defined Cost in order to calculate the Prices for Services Done to Date and the Prices.

Failure to tender the percentages in Part 2 of the Contract Data or to sign the form of offer and acceptance will result in the tender being declared non-responsive.

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T.2.2 RETURNABLE SCHEDULES

Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been considered in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA TRADITIONAL COUNCIL'S OFFICE WITHIN THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY, GERT SIBANDE DISTRICT OF THE MPUMALANGA PROVINCE.

Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

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Compulsory Declaration

The following particulars must be furnished. In the case of a joint venture, separate declaration in respect of each partner must be completed and submitted.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
--	--

Section 3: SARS Information

Tax reference number	
VAT registration number:	<i>State Not Registered if not registered for VAT</i>

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
---	--

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

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Attach separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|---|
| a member of any municipal council | an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| a member of any provincial legislature | |
| a member of the National Assembly or the National Council of Province | a member of an accounting authority of any national or provincial public entity |
| a member of the board of directors of any municipal entity | an employee of Parliament or a provincial legislature |
| an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|---|--|
| a member of any municipal council | an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| a member of any provincial legislature | |
| a member of the National Assembly or the National Council of Province | a member of an accounting authority of any national or provincial public entity |
| a member of the board of directors of any municipal entity | an employee of Parliament or a provincial legislature |
| an official of any municipality or municipal entity | |

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

**APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA
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*insert separate page if necessary

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

Yes No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed _____

Date _____

Name _____

Position _____

Enterprise name _____

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause

APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA TRADITIONAL COUNCIL'S OFFICE WITHIN THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY, GERT SIBANDE DISTRICT OF THE MPUMALANGA PROVINCE.

4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations require a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

COMPANY PROFILE

Bidders are required to submit a Company Profile as per the requirement in phase one of the evaluation process that records evidence of previous work which substantiate their ability to undertake specific tasks.

The Company Profile must include the following items:

- Company Registration Documents
- Latest Financial Statements
- Letter of Good Standing (COIDA) and proof of good standing with the Unemployment Insurance Fund (UIF) if applicable
- OHSA Policy
- Quality Management Plan (if any)
- Environmental Management Plan (if any)
- Submit a list of all projects completed with contact details and Completion Certificates
- Project Manager and Site agent: Details and Qualifications of Personnel. Proof of, comprehensive **curriculum vitae's and qualifications for Key Personnel** must be attached with the tender submission
- Proof of ownership of all machinery and equipment and/or Intent to Hire letters
- Proof of Experience in the Industry company registration document
- Proof of Registration with Professional Bodies (E.g. CIDB, SACPCMP)
- Proof of valid CIDB Contractor Grading
- Certified copy of workmen's compensation Certificate, Act No. 4 of 2002

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-
- Certified copy of Unemployment Insurance Certificate, Act No. 4 of 2002
 - Certified copy of Incorporation (if tenderer is a Company)
 - Certified copy of Founding Statement (if tenderer is a Closed Corporation)
 - Certified copy of Partnership Agreement (if tenderer is a Partnership)
 - Curriculum Vitae of the Health and Safety Officer the successful tenderer intends appointing in accordance with the Occupational Health and Safety Act, Act No. 85 of 1993
 - Curriculum Vitae of all supervisory staff and safety personnel

1. Please note that all copies of qualifications must be certified. Copies of certified documents will not be accepted.

2. All Attachments should be properly serialised and an index attached

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed	Date
Name	Position
Tenderer	

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**Department of Cooperative Governance, Human Settlements and
Traditional Affairs**
(CoGHSTA)

Tender No. COGHSTA/039/26/MP

C1.1 Form of Offer and Acceptance

Offer

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the provision of works as described in Part 1 of the Contract Data.

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, 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 for an amount to be determined in accordance with the conditions of contract identified in the Contract Data without any guarantee regarding a quantum of work.

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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA TRADITIONAL COUNCIL'S OFFICE WITHIN THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY, GERT SIBANDE DISTRICT OF THE MPUMALANGA PROVINCE.

Acceptance

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 *Contractor* 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 contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable 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 Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of 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 Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. Failure to fulfil 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 (now *Contractor*) within five working 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.

Signature(s)

Name(s)

Capacity

**for the
Employer**

Head of Department

Department of Cooperative, Human Settlements Governance and Traditional Affairs

COGHSTA
Riverside Park,
Mbombela, 1200 Mpumalanga
Province

Name &
signature of
witness

Date:

APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA
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Schedule of Deviations

1 Subject	
Details	
.....	
.....	
.....	
2 Subject	
Details	
.....	
.....	
.....	
3 Subject	
Details	
.....	
.....	
.....	
4 Subject	
Details	
.....	
.....	
.....	
5 Subject	
Details	
.....	
.....	
.....	

By the duly authorised representatives signing this agreement, the *Employer* and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the *Employer* during this process of offer and acceptance.

By the duly authorised representatives signing this agreement, the *Employer* and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from the draft contract, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the *Employer* during this process of offer and acceptance.

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

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C1.2 Contract Data

The Conditions of Contract are the JBCC Series 2000 Principal Building Agreement inclusive of the Contract Data Addenda EC and CE (Edition 5.0 (reprint 1) of July 2007) prepared by the Joint Building Contracts Committee Inc.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

The additions, deletions and alterations to the JBCC Principal Agreement are:

Clause	Additions, deletions and alterations
---------------	---

- | | |
|-----|--|
| 1.1 | ADD the following definitions in DEFINITIONS AND INTERPRETATIONS with the following wording:
CORRUPT PRACTICE means the offering, giving, receiving and soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution
FRAUDULENT PRACTICE means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.
INTEREST means the interest rates applicable to this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).
SECURITY means the form of security provided by the employer or contractor , as stated in the schedule , from which the contractor or employer may recover expenses or loss. |
| 1.6 | Any notice given may be delivered by hand, sent by prepaid registered post or email. Notice shall be presumed to have been duly given when:
Delete sub-clause 1.6.4 |
| 3.5 | Delete sub-clause 3.5 |
| 3.6 | Delete sub-clause 3.6. |
| 3.7 | Add to the end thereof: |

APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA TRADITIONAL COUNCIL'S OFFICE WITHIN THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY, GERT SIBANDE DISTRICT OF THE MPUMALANGA PROVINCE.

The **contractor** shall supply and keep a copy of the **JBCC** Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the **employer**, **principal agent** and **agents** shall always have access.

3.9 Delete sub-clause 3.9

3.10 Replace the second reference to "**principal agent**" with the word "**employer**".

4.3 No clause

5.1 Alter to read as follows: the **employer** shall retain its authority and not give a mandate to the **principal agent** and in terms of which the **employer** shall sign all documents.

5.3 Alter To read as follows: The principal Agent shall Not have authority to bind the employer

9 Clause 9.0 is amended by adding Clause 9.1.4:

The **contractor** indemnifies and holds harmless the **employer** against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the **contractor**, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by installments or otherwise shall be included by the **contractor** in the price and shall be paid by him to those to whom they may be payable. The **contractor** shall reimburse the **employer** for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the **employer** in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the **employer** is a party.

10.5 Add the following as 10.5:

Damage to the works

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

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

(c) The **Contractor** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the expected risks as set out in 10.6.

(d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof.

10.6 Add the following as 10.6:

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Injury to Persons or loss of or damage to Properties

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

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

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

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

(e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or STRUCTURES or any STRUCTURES to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed.

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

10.7 Add the following as 10.7:

HIGH RISK INSURANCE

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

10.7.1 Damage to the works

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

APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA TRADITIONAL COUNCIL'S OFFICE WITHIN THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY, GERT SIBANDE DISTRICT OF THE MPUMALANGA PROVINCE.

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

10.7.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.

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

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

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

14.0 Replace Clause 14.0 subclauses with "Security shall be applied as per treasury regulations"

15.1.3 Add 15.1.3 as follows:

An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within fourteen (14) **calendar days** of date of acceptance of the tender.

15.2.1 Under 41: Amend to read as follows:

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1

16.4 Delete clause 16.4

20.0 Alter clause 20.0 to read as following: "The principal agent shall assist the employer to "

20.1.3 No clause.

21 Replace sub-clauses 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:

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The **contractor** and **principal agent** shall appoint a **selected subcontractor** in accordance with the provisions of the Scope of Work.

29 Clause 29.0 is amended by: -

i) The addition of the following clauses: -

Clause 29.9

"Revision to the date for **practical completion** shall only be considered when work on the critical path of the agreed programme for the works is delayed."

ii) Clause 29.10 – Acceleration

Clause 29.10.1

Irrespective of whether or not the **principal agent** rules that the **contractor** is entitled to an extension of time or a revision of the date for **practical completion**, the **principal agent** shall nevertheless, at any time, be entitled to instruct the **contractor** in writing to accelerate the progress of the remaining **works** to ensure that the **works** are completed by the original date for **practical completion** or revised date as the case may be.

Clause 29.10.2

Upon receipt of such instruction, the **contractor** shall take all necessary steps to ensure that the **works** are completed timeously including the provision by him of additional resources, plant, manpower, etc. and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.

Clause 29.10.3

The **contractor's** entitlement to compensation arising out of or in respect of any revision to the date for **practical completion** that may have been granted by the **principal agent** or alternatively where the **principal agent** has instructed the **contractor** to accelerate, shall be adjudicated strictly in terms of clause 32.

31.9 Replace "seven (7) **calendar days**" with "thirty (30) **calendar days**"

36.1 Add the following clauses 36.1.3 to 36.1.5 under 36.1 to read as follows:

36.1.3 The **contractor's** refusal or neglects to comply strictly with any of the conditions of contract.

36.1.4 The **contractor's** estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa.

The additions to the JBCC Principal Agreement are:

Clause	Additions
A1	A1.0 Labour intensive component of the works A1.1 Payment of labour-intensive component of the works.

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	Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict. A1.2 Applicable labour laws The Ministerial Determination, Special Public Works Programme, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as reproduced below, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers. 1 Introduction 1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP. 1.2 In this document – (a) "department" means any department of the State, implementing agent or contractor; (b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP; (c) "worker" means any person working in an elementary occupation on a SPWP; (d) "Elementary occupation" means any occupation involving unskilled or semi-skilled work; (e) "management" means any person employed by a department or implementing agency to administer or execute an SPWP; (f) "task" means a fixed quantity of work; (g) "Task-based work" means work in which a worker is paid a fixed rate for performing a task; (h) "Task-rated worker" means a worker paid on the basis of the number of tasks completed (i) "Time-rated worker" means a worker paid on the basis of the length of time worked. 2 Terms of Work 2.1 Workers on a SPWP are employed on a temporary basis. 2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP. 2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.
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	3 Normal Hours of Work 3.1 An employer may not set tasks or hours of work that require a worker to work– (a) more than forty hours in any week; (b) on more than five days in any week; and (c) for more than eight hours on any day. 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day. 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker. 4 Meal Breaks 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration. 4.2 An employer and worker may agree on longer meal breaks. 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break. 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break. 5 Special Conditions for Security Guards 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day. 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each. 6 Daily Rest Period Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day. 7 Weekly Rest Period Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").
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	8 Work on Sundays and Public Holidays 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work. 8.2 Work on Sundays is paid at the ordinary rate of pay. 8.3 A task-rated worker who works on a public holiday must be paid – (a) the worker's daily task rate, if the worker works for less than four hours; (b) double the worker's daily task rate, if the worker works for more than four hours. 8.4 A time-rated worker who works on a public holiday must be paid – (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday; (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday 9 Sick Leave 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause. 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract. 9.3 A worker may accumulate a maximum of twelve days' sick leave in a year. 9.4 Accumulated sick-leave may not be transferred from one contract to another contract. 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave. 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave. 9.7 An employer must pay a worker sick pay on the worker's usual payday. 9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is – (a) absent from work for more than two consecutive days; or (b) absent from work on more than two occasions in any eight-week period. 9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity. 9.1 A worker is not entitled to paid sick-leave for a work-related injury or
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	occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act. 10 Maternity Leave 10.1 A worker may take up to four consecutive months' unpaid maternity leave. 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave. 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work. 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so. 10.5 A worker may begin maternity leave – (a) four weeks before the expected date of birth; or (b) on an earlier date – (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or (ii) if agreed to between employer and worker; or (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health. 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth. 10.7 A worker, who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended. 11 Family responsibility leave 11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances - (a) when the employee's child is born; (b) when the employee's child is sick; (c) in the event of a death of – (i) the employee's spouse or life partner; (ii) employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling. 12 Statement of Conditions
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	12.1 An employer must give a worker a statement containing the following details at the start of employment – (a) the employer's name and address and the name of the SPWP; (b) the tasks or job that the worker is to perform; and (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract; (d) the worker's rate of pay and how this is to be calculated; (e) the training that the worker will receive during the SPWP. 12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement. 12.3 An employer must supply each worker with a copy of these conditions of employment. 13 Keeping records 13.1 Every employer must keep a written record of at least the following – (a) the worker's name and position; (b) in the case of a task-rated worker, the number of tasks completed by the worker; (c) in the case of a time-rated worker, the time worked by the worker; (d) payments made to each worker. 13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP. 14 Payment 14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account. 14.2 A task-rated worker will only be paid for tasks that have been completed. 14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer. 14.4 A time-rated worker will be paid at the end of each month. 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker. 14.6 Payment in cash or by cheque must take place – (a) at the workplace or at a place agreed to by the worker; (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
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	(c) in a sealed envelope which becomes the property of the worker. 14.7 An employer must give a worker the following information in writing – (a) the period for which payment is made; (b) the numbers of tasks completed or hours worked; (c) the worker's earnings; (d) any money deducted from the payment; (e) the actual amount paid to the worker. 14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it. 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment. 15 Deductions 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law. 15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay. 15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned. 15.4 An employer may not require or allow a worker to – (a) repay any payment except an overpayment previously made by the employer by mistake; (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or (c) pay the employer or any other person for having been employed. 16 Health and Safety 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe. 16.2 A worker must – (a) work in a way that does not endanger his/her health and safety or that of any other person; (b) obey any health and safety instruction; (c) obey all health and safety rules of the SPWP; (d) use any personal protective equipment or clothing issued by the employer; (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.
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	17 Compensation for Injuries and Diseases 17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993. 17.2 A worker must report any work-related injury or occupational disease to their employer or manager. 17.3 The employer must report the accident or disease to the Compensation Commissioner. 17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home. 18 Termination 18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure. 18.2 A worker will not receive severance pay on termination. 18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement. 18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-months period. A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-months period. 19 Certificate of Service (a) the worker's full name; (b) the name and address of the employer; (c) the SPWP on which the worker worked; (d) the work performed by the worker; (e) any training received by the worker as part of the SPWP; (f) the period for which the worker worked on the SPWP; (g) any other information agreed on by the employer and worker.
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A2	A2.0 Expanded Public Works Programme A2.1 The Contractor will be required to employ staff which satisfy the EPWP requirements as per the Guidelines for the implementation of labour-intensive infrastructure projects under the EPWP and as stipulated in this Contract.
A3	A3.0 Mandatory Training A3.1 The Contractor will be required to provide training to sub-contractors. An allowance for this has been made in the final summary of the bills of quantities, which will be treated as a budgetary allowance which the Contractor can use for training and which may be deducted in part or in whole from the project should it not be used.

Part 1: Contract Data Completed by the Employer

<i>(a)</i>	Clause	<i>(b)</i>	Item and data
<i>(c)</i> <i>(d)</i>	1.2		The Employer is the Department of Cooperative Governance, Human Settlements and Traditional Affairs The address of the Employer is: Contact name: Address (postal):
5.1			The Principal Agent is: Telephone: Facsimile: Address (physical): Address (postal):
5.2			Agent (1) is Agent's service: Telephone: Address (physical): Address (postal):

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5.3 **Agent (3)** is
Agent's service:
Telephone
Address (physical):
Address (postal):

5.4 **Agent (4)** is
Agent's service:
Telephone:
Address (physical):
Address (postal):

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(e)	1.1	The Works comprise The Renovation of ENIKWAKUYENGWA Traditional Council Offices at Chief Albert Luthulu Local Municipality
(f)	1.1	The Site comprises the existing Traditional Council Offices in Chief Albert Luthulu Local Municipality, Mpumalanga Province.
22.2	1.1	The Works or installations to be undertaken by direct contractors comprises NONE
31.11.2	41.0	The Employer is an organ of State
11.2		The interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) will apply.
31.4.2		Lateral support insurance is to be effected by the contractor
26.1.2		- Payment will be made for materials and goods - Extended defects liability period will apply to the following elements: NOT APPLICABLE
(i)	15.2.1	Possession of the site is to be given on a date within 24 hours after notification of the contractor to commence work, provided the employer has been furnished with construction guarantees in accordance with the provisions of 14.0.
(j)	15.3	The period for the commencement of the works after the contractor takes possession of the site is ten (10) working days .

If the deadline for possession of site and / or commencement of the works is not complied with, the Employer will assign another contractor to the project without prior notification to the defaulting contractor.

For the **works** as a whole: **Contract Period – 4 Months**

The date for **practical completion** is to be agreed prior to possession of the site.

The **penalty per calendar day** is 0.05% of the contract value

or

The date for practical completion and the penalty per calendar day is as follows:

Section	Date	Penalty Amount
Section 1	N/A	
Section 2	N/A	
Section 3	N/A	

APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA TRADITIONAL COUNCIL'S OFFICE WITHIN THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY, GERT SIBANDE DISTRICT OF THE MPUMALANGA PROVINCE.

	(k)	1.2	The law applicable to the agreement shall be that of the Republic of South Africa.
	(l)	10.1; 10.2 and 12.1	Contract insurance is to be effected by the contractor .
10.2 12.1	(m)	10.1	Contract works insurance is to be effected by the contractor for a sum not less than the contract sum plus 10% with a deductible in an amount that the contractor deems appropriate.
10.2	(n)	10.1	Supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association. NOT APPLICABLE
	(o)	12.1	
	(p)	11.1, 12.1	Public liability insurance to be effected by the contractor for an amount of R1,000,000.00 with a deductible in an amount as determined by the contractor's insurance company.
	(q)	11.2, 12.1	Support insurance to be effected by the contractor for the sum of NOT APPLICABLE with a deductible in an amount that the contractor deems appropriate.
	(r)	3.3, 15.1.3, 31.16.2	A waiver of the contractor's lien or right of continuing possession is not required.
	(s)	3.7	Three copies of the construction document are to be supplied to the contractor free of charge.
	(t)	3.4	JBCC Engineering General Conditions are not to be included in the contract document.
	(u)	31.5.3	The contract value is to be adjusted using the Contract Price Adjustment Provisions (CPAP) indices published by the Joint Building Contracts Committee.
	(v)	14.5	The employer will not provide advanced payments against an advanced payment guarantee.

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Part 2: Contract Data completed by the Contractor

(w) (x)	Clause	(y) (z)	Item and data
(aa) (bb)	1.2		The name of the Contractor is. The address of the contractor is: Telephone: Facsimile: Address (physical): Address (postal):

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Department of Cooperative Governance, Human Settlements and Traditional Affairs

C1.3 Construction Guarantee

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means
Physical address

Guarantor's signatory 1 Capacity
Guarantor's signatory 1 Capacity

Employer means **The Department of Cooperative Governance, Human Settlements and Traditional Affairs, Mpumalanga Provincial Government**

Contractor means

Agent means

Works means RENOVATION OF ENIKWAKUYENGWA TRADITIONAL COUNCIL OFFICES AT CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY WITHIN GERT SIBANDE DISTRICT OF THE MPUMALANGA PROVINCE.

Site means the existing Traditional Council Office in Chief Albert Luthuli Local Municipality, Mpumalanga Province.

Agreement means **The JBCC Series 2000 Principal Agreement**

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R

Amount in words (Rand)

Guaranteed Sum means the maximum aggregate amount of R

Amount in words (Rand)

APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA TRADITIONAL COUNCIL'S OFFICE WITHIN THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY, GERT SIBANDE DISTRICT OF THE MPUMALANGA PROVINCE.

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: (Rands) (R)	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

- 2 The Guarantor hereby acknowledges that:
- 2.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
- 2.2 Its obligation under this Guarantee is restricted to the payment of money.
- 3 Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:
- 3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2
- 3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.
- 3.3 A copy of the said payment certificate, which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.
- 4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:
- 4.1 The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or
- 4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.
- 5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.

APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA TRADITIONAL COUNCIL'S OFFICE WITHIN THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY, GERT SIBANDE DISTRICT OF THE MPUMALANGA PROVINCE.

- 6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at Date

Guarantor's
Signatory 1

Guarantor's
Signatory 2

Identity number

Identity number

Witness 1

Witness 2

Guarantor's seal or stamp

APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA
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**Department of Cooperative Governance, Human Settlements and
Traditional Affairs**

ADJUDICATOR'S AGREEMENT

This agreement is made on the day of between:.....
.. (name of company / organisation)
of (address)
and
.....(name of company /
organisation)
of
(address)
(the Parties) and (name)
of
(address)
(the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated
... and known as.
.....

and these disputes or differences shall be/have been* referred to adjudication in accordance with
the JBCC 2000 Adjudication Rules, (hereinafter called "the Procedure") and the Adjudicator may
be or has been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the JBCC 2000 Adjudication Rules.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the JBCC 2000 Adjudication Rules..
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____
Name: _____
Id: _____

SIGNED by: _____
Name: _____
Id: _____

SIGNED by: _____
Name: _____
Id: _____

APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA TRADITIONAL COUNCIL'S OFFICE WITHIN THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY, GERT SIBANDE DISTRICT OF THE MPUMALANGA PROVINCE.

who warrants that he / she is
duly authorised to sign for and
on behalf of the first Party in the
presence of

who warrants that he / she is
duly authorised to sign for and
behalf of the second Party in
the presence of

the Adjudicator in the presence
of

Witness

Name:

Address:

Witness:

Name

Address:

Witness:

Name:

Address:

Date:

Date:

Date:

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent traveling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

* Delete as necessary

**Department of Cooperative Governance, Human Settlements and
Traditional Affairs
(CoGHSTA)**

Tender No. COGHSTA/039/26/MP

C.2 Pricing Data

The Pricing Data associated with a Task Order is established in the associated Task Order.

C2: Pricing Data

C2.1 Pricing assumptions

C2.1.1 The *Contractor* is paid according to the price estimated in the BOQ submitted for the work using rates approved by COGHSTA. The cost of managing the service is included in the Fee.

C2.1.2 Defined Cost includes the work done by the Contractor and the subcontracted at the unit rates established in the priced list of items. Defined Cost excludes costs associated with the management of the services.

C2.1.3 The *Contractor* does not have to allow in his prices in the priced list of for matters that may arise as a result of a compensation event.

C2.1.4 The priced list of items are the unit rates and lump sums which are applicable to the work which can be performed in terms of the Task Order.

1. Tenderers are to ensure that adequate provision for the health and safety measures have been made and provided as required by the Department of Labour.
2. The PDF/ original format *Pricing Schedule* must be populated by hand in black ink and will be the document used for evaluation purposes and if tenderer is successful this Pricing Schedule will be balanced in conjunction with the Project Manager and then applied for forecasting and subcontracting where applicable.
3. Tenderers are also required to electronically populate the Excel format and add to the required Flash Drive with your submission. This shall be used to support verification of pricing errors.
4. All items on the Pricing Schedule, where detailed specifications apply, are listed under Technical requirements, and are cross-referenced to the Pricing Schedule. In cases where a product does not have extensive specifications, the item specifications are listed with the item on the Pricing Schedule.
5. Bidders must indicate the District Municipality that they are bidding. Bidders are permitted to bid for one or more District Municipality.
6. All fields must be completed for each District municipality for the tender to be considered. If any fields are not priced, the tenderer will be disqualified for that District tendered.
7. Tenderers must furnish unit prices for the listed products only.

**APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA
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8. All costs including administration, health and safety, Or Any Declared Outbreak, transportation and offloading shall be included in the tender rate. Transportation costs shall then cover location anywhere within the identified District.
9. The tenderer shall be deemed to have insured themselves and the services they are rendering.

C2.2 Travelling and Working Time

- (i) The travelling cost will be responsibility of the contractor

**Department of Cooperative Governance, Human Settlements and
Traditional Affairs
(CoGHSTA)**

Tender No. COGHSTA/039/26/MP

C3: Scope of work

1 Introduction

The Mpumalanga Provincial Department of Cooperative Governance, Human Settlements and traditional Affairs (COGHSTA) intends to appoint service provider for renovation of ENIKWAKUYENGWA Traditional Council Offices within the Chief Albert Luthuli Local Municipality within Gert Sibande District within the Mpumalanga Province.

1.1 COGHSTA's objectives

COGHSTA's objective is to ensure that the traditional houses in the province are renovated, refurbished or built as new. It is to ensure that all traditional council offices are well constructed in a standard and attractive manner that will accommodate the traditional councils and be able to function in an appropriate and conducive environment.

1.2 Background

Mpumalanga Province under the Department of Co-Operative Governance, Human Settlements and Traditional Affairs intends to renovate Traditional Council Offices to ensure that that the offices are in a state to house Traditional Council meetings.

1.3 Extent of the services

The contractor's services over the contract period will include:

- Renovation works on the existing Traditional Council Office (as per the attached BOQ)
- Disposal of rubble to designated municipal sites
- Compilation of close out reports
- Handover of completed traditional council offices to the respective Royal Families

1.4 Location of the services

The works shall be located within the Gert Sibande District Municipality of Mpumalanga Province as per briefing schedule attached and or listed below:

- Gert Sibande District Municipality- ENIKWAKUYENGWA Chief Albert Luthuli Local Municipality.

2 General requirements

APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA TRADITIONAL COUNCIL'S OFFICE WITHIN THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY, GERT SIBANDE DISTRICT OF THE MPUMALANGA PROVINCE.

2.1 The Contractor shall in providing the Works observe all statutes, by-laws and associated regulations and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations.

2.2 The Contractor shall only utilize in the provision of the services materials (substances that can be incorporated into the works), products (item manufactured or processed for incorporation into the works), components (products manufactured as distinct units to serve a specific function or functions) and assemblies (set of related components attached to each other) which are:

- a) fit for their intended purpose; and
- b) capable of fulfilling required functions under intended use conditions or when in use, with planned maintenance, under the influence of the environmental actions or a result of a self-ageing process for a period of time within industry accepted norms.

3 Management

3.1 The works shall be done at the site specified in the signed task order. The site shall be in the District Municipalities of Gert Siabnde as per the table below:

3.2 The Project Implementation must take place within **5 months** of placing an official order or contract signing except for long lead special material as determined by the employer.

3.3 The project location shall be indicated on the Tender Document.

3.4 Delivery of work packages must include the off-loading thereof at the contractor's own risk and cost to the designated delivery locations as indicated in the task order.

3.5 Bidders must supply and ensure their own labour and/or plant and equipment for the offloading of the products at the designated sites.

3.6 The Employer shall place task orders as and when required during the contract period.

3.7 An official task order must be issued before any delivery may be made to the site.

3.8 Upon completion of works, the service provider must ensure that the completion certificate is signed by the employer's representative on site.

3.9 The Employer reserves the right to award any item, or the whole of the contract to one or more successful bidder(s).

3.10 Letter of good standing from the Workmen's Compensation Commissioner in terms of COIDA or latest assessment and proof of payment or in case of new registration, proof of registration must be provided.

4 Location of the works

4.1 The sites shall be in the Local Municipalities listed above. The contract and Tender document shall clearly identify the site.

APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA TRADITIONAL COUNCIL'S OFFICE WITHIN THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY, GERT SIBANDE DISTRICT OF THE MPUMALANGA PROVINCE.

5 Quality and quantities:

5.1 Quality Standards:

- i. Special brands, where named, are used to indicate the standard of quality desired. Tenderer's equal/similar item will be considered, provided that the Tenderer specifies brand name(s) and submits full specifications. If the full set of specifications of the alternative item is not submitted, the item will not be considered for procurement.
- ii. In the event the employer elects to accept an alternative item purported to be equal/similar by the Tenderer, the employer may request the tenderer to provide samples of the alternative offer for testing and inspection. Acceptance of the item(s) will be conditional on such inspection and testing after receipt.

5.2 Quality Tests: The employer may from time to time test the quality of the products and non-compliance may result in the termination of the contract.

5.3 No estimated quantity projection is provided.

6 Information:

6.1 Bidders must take note that the tender will be disqualified in the event of a false statement having been made or false information submitted.

6.2 The tender must be valid for **120** (one hundred and twenty) days after closing date.

6.3 The contract period will be from date of commencement until **5 months** thereafter

6.4 Non-compliance with the tender conditions and specifications, could lead to breach of contract and the service provider will be liable for any expenses incurred as effect thereof.

7 Technical Requirements

7.1 Bidders should familiarize themselves with the all the relevant standard specifications and regulatory requirements for all materials and services to be supplied. The list below is indicative of the standards required for the materials and services.

- SANS 10114-1 Interior lighting Part 1: Artificial lighting of interiors
- SANS 10142-1: The wiring of premises – Low voltage installations

8 Design and Drawings

APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA TRADITIONAL COUNCIL'S OFFICE WITHIN THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY, GERT SIBANDE DISTRICT OF THE MPUMALANGA PROVINCE.

8.1 COGHSTA shall provide bills of quantity. Ideally no drawings will be issued for the renovation works. However, should a need arise, a drawing will be provided for a specific scope.

8.2 Any design shall comply with South African Building standards and SANS.

8.3 In some cases, design drawings/ detail shall be provided and in other cases not.

9 General

The Contractor shall:

- a) provide a monthly progress report covering work which is the subject of the contract and scope of works.
- b) be required to participate in regular progress meetings

10 Health and safety

The Contractor shall manage health and safety in accordance with the latest edition of the Occupational Health and Safety Specification for Construction Works Contracts. **A qualified Health and Safety Officer should always be on site.**

11 Procurement

COGHSTA invites bidders to enter into a contract to renovate ENIKWAKUYENGWA Traditional Council Offices within the Chief Albert Luthuli Local Municipality within the Gert Sibande District Municipality.

COGHSTA will enter into a contract with the successful tenderer. Organs of state including Departments, Public entities, Municipalities and Municipal entities may make use of this agreement and formal request through COGHSTA for works falling within the Contracted scope of the contracts that are entered into.

Contract will be based on the JBCC Series 2000 Principal Building Agreement

11.1 Promotion of secondary (developmental) procurement objectives

11.1.1 The Contractor shall achieve in the execution the scope of works key performance indicators which promote a **range** of secondary procurement objectives including those relating to local economic development, Broad-Based Black Economic Empowerment, local labour and skills development.

11.1.2 The Contractor shall provide in a format acceptable to the Project Manager monthly data which facilitates the reporting on key performance indicators relating to secondary procurement objectives to a wide range of stakeholders.

12 Reporting

The Contractor shall report on the socio-economic indicators such as jobs created and employment of local labour specified in the agreement.

13 Communications

APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA TRADITIONAL COUNCIL'S OFFICE WITHIN THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY, GERT SIBANDE DISTRICT OF THE MPUMALANGA PROVINCE.

All communications with the Employer which are made in terms of the contract should be made using the standard templates provided by COGHSTA.

14 Issuing of Contract

The Employer will issue a contract in accordance with the provisions of the latest edition of the National Treasury Standard for Infrastructure Procurement and Delivery Management.

15 Invoices

Invoices submitted shall be Tax invoices. The invoice shall comply with requirements, if any, established by the Employer.

16. Project duration

The project duration will be Five (5) Months form date of signing of contract.

APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA TRADITIONAL COUNCIL'S OFFICE WITHIN THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY, GERT SIBANDE DISTRICT OF THE MPUMALANGA PROVINCE.

C4 PROJECT SPECIFICATIONS

BUILDING REQUIREMENTS

As Per Specification and BOQ

PRE-REQUISITE FOR THE WORKS

- Submit and seek approval of project team
- Submission and seek approval of Occupational and Safety File by the client
- Submission of proof of guarantees and Insurance for works to be undertaken
- Compliance to required CIDB Grading
- Submit and seek approval of the program of works
- Joint Ventures to provide a JOINT CIDB Grading
- Formation of Project Steering Committees
- Risk assessment

1.1. Occupational Health and Safety

The service provider needs to comply with the following legal requirements:

- Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014;
- Section 27(2) of the Disaster Management Act, 2002 regulations as amended;
- Consolidated Directions on Occupational Health and Safety in certain workplaces

After appointment, the service provider to prepare and seek approval from the employer for the following documents:

- Occupational Health and Safety Baseline specification
- Safety, Health, Environment and Quality Policy.

2. PROCUREMENT

Preferential procurement procedures

In general, the Department of COGHSTA shall for quotations or Bids between the value of **R2 000 and R50 000 000.00**, which, conform to the specifications evaluate in accordance with the Preferential Procurement Policy Framework, 2000 (Act 5 of 2000) and the revised Preferential Procurement Regulations 2022, therefore 80 points for price and 20 points for the specific goals points.

3. CERTIFICATION BY RECOGNIZED BODIES

None

4. PLANT AND MATERIALS PROVIDED BY THE EMPLOYER

None

5. SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

Storage space shall be identified by the employer.

6. PLANT AND EQUIPMENT

As required by the contract

7. ESSENTIAL DATA

7.1. The notice period for delivery is 05 Days

7.2. The trees and shrubs which are not to be disturbed are to be identified on site. Where possible, the disturbance of trees should be avoided.

7.3. The requirements for the termination, diversion or maintenance of existing services are:

1) none

7.4. Services which are known to exist on the site are:

1) Water network.

2) Electricity reticulation, sub-surface and overhead

3) Sewer Network and Septic tank

4) Roads/ pathways

7.5. The duration of the project is 3 months

7.6. SANS 1921-6, Construction, and management requirements for works contracts – Part 6: HIV/AIDS awareness.

A qualified service provider is a service provider that is one that is accredited or provisionally accredited training service provider in the HIV/AIDS field.

APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA TRADITIONAL COUNCIL'S OFFICE WITHIN THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY, GERT SIBANDE DISTRICT OF THE MPUMALANGA PROVINCE.

A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel 011- 265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za.

The HIV/AIDS awareness programme is to be repeated at pre-agreed intervals throughout the duration of the contract. (including the initial one at the start of the contract.)

Additional clauses

The duration of each workshop is not to be less than 1 hours.

7.7. Management meetings

A Schedule of meetings will be agreed with the service provider.

7.8. Daily records

The Service Provider is instructed to keep a set of signed off daily diaries with specific detail relating to Contract Participating Goals (CPG).

7.9. Payment certificates

Payment Certificates will be done as per Service Level Agreement. Payments will not be processed unless all the required supporting information are attached to the claim for payment.

2 PARTICULAR SPECIFICATIONS

APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA TRADITIONAL COUNCIL'S OFFICE WITHIN THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY, GERT SIBANDE DISTRICT OF THE MPUMALANGA PROVINCE.

Annexure 1: Proforma Task Order

Task Order for use with framework contracts based on the JBCC		<i>Insert employer's logo</i>
Employer:		
Unit / department:		
Contractor:		
Framework contract details:		
No:		Title:
Task Order No:		
Detailed description of the work in the Task		
Contract Data associated with the performance of the Task		
Part 1: Data provided by the Employer		
The Contract Data as provided for in the <i>Contractor's</i> framework contract applies together with the additional <i>contract data</i> in this Task Order		
Core clauses		
10.1	The <i>Employer</i> is (name): Address: Postal Address: Tel No: Fax No: Mobile No. : E-mail address:	
10.1	The <i>Service Manager</i> is (name): Address: Postal Address: Tel: Fax: Mobile No. :	

APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA TRADITIONAL COUNCIL'S OFFICE WITHIN THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY, GERT SIBANDE DISTRICT OF THE MPUMALANGA PROVINCE.

e-mail:	
11.2(2)	The Affected Property is:
11.2(14)	The following matters will be included in the Risk Register
Secondary options	
X17	Low service damages
The amounts for low service damages are:	
X19	Task Order
X19.2	The starting date for the Task is
X19.2	The Task completion date is
X19.2	The delay damages are R per day
X20	Key Performance Indicators
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in the document called
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of weeks
Z6	Providing the services
	The work done by the Contractor himself is as follows:
Part 2: Data provided by the Contractor Contractor's representative is (Name): Address Tel No.: Fax No. Email.	
X19.7	The Contractor's Task Order programme is attached as Annexure A.

APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA TRADITIONAL COUNCIL’S OFFICE WITHIN THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY, GERT SIBANDE DISTRICT OF THE MPUMALANGA PROVINCE.

THE AMOUNT OF PRICES (DEFINED COST PLUS THE FEE) INCLUSIVE OF VAT IS:	
(in words)	
..... ;	
R. (in figures)	
The above prices are valid for days from the date of the <i>Contractor's</i> signature below	
<i>Contractor's</i> representative	Acceptance by <i>Employer</i>
Signature:	The above pricing and other details in this Task Order are accepted and the <i>Contractor</i> may now commence work on the Task in terms of Clause X19.4.
Name:	Signature:
Date:	Name: (Print)
	Date:

APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA
TRADITIONAL COUNCIL'S OFFICE WITHIN THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY,
GERT SIBANDE DISTRICT OF THE MPUMALANGA PROVINCE.

Task Order specific data and information

C2: Pricing Data

C2.1 Pricing assumptions

C2.1.1 The *Contractor* is paid according to the price estimated in the BOQ submitted for the work using rates approved by COGHSTA. The cost of managing the service is included in the Fee.

C2.1.2 Defined Cost includes the work done by the Contractor and the subcontracted at the unit rates established in the priced list of items. Defined Cost excludes costs associated with the management of the services.

C2.1.3 The *Contractor* does not have to allow in his prices in the priced list of for matters that may arise as a result of a compensation event.

C2.1.4 The priced list of items are the unit rates and lump sums which are applicable to the work which can be performed in terms of the Task Order.

APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA TRADITIONAL COUNCIL'S OFFICE WITHIN THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY, GERT SIBANDE DISTRICT OF THE MPUMALANGA PROVINCE.

Secondary (developmental) procurement objectives

.... General

The relevant provisions of the following COGHSTA standard documents in the annexures of the Tender) apply to the execution of the Task Order:

- 1) Specification for the participation of local enterprises in the construction, renovation, refurbishment, alteration or maintenance of infrastructure
- 2) Specification for direct employment generated in the construction, renovation, refurbishment, alteration or maintenance of infrastructure
- 3) Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts

.... Contract skills development goal

The Contractor shall achieve or exceed in the performance of the Task Order the contract skills development goal established in the Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts.

.... Specification data

..... *Specification for the participation of local enterprises in the construction, renovation, refurbishment, alteration or maintenance of infrastructure*

The Contractor shall achieve or exceed a contract local enterprise goal (CLEG) of ...% in the performance of the Task Order in accordance with the provisions of the Specification for the participation of local enterprises in the construction, renovation, refurbishment, alteration or maintenance of infrastructure

The region which applies to the local enterprises is the Mpumalanga Province region as identified in the contract

..... *Specification for direct employment generated in the construction, renovation, refurbishment, alteration or maintenance of infrastructure*

The Contractor shall achieve or exceed a contract local direct employment goal (CLDEG) of . . . % in the performance of the Task Order in accordance with the provisions of the Specification for direct employment generated in engineering and construction contracts. The local direct employment goal (CLDEG) for women and youth (persons under the age of 36) shall be as per the Specific goals determined by COGHSTA.

SPECIAL CONDITIONS OF BID OR CONTRACT

This bid and all contracts will be subject to the General Conditions of Contract issued by the National Treasury

The Department and appointed Service Provider will sign a Contract of Service upon appointment.

The Service Provider should commence rendering services to the province and place from the date as agreed with the Department after receiving the letter of appointment and signed the Contract of Service

APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA TRADITIONAL COUNCIL'S OFFICE WITHIN THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY, GERT SIBANDE DISTRICT OF THE MPUMALANGA PROVINCE.

Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in the Department

The successful Service Provider agrees to keep all records and information of, or related to the proposal confidential and not disclose such records or information to any third party without the prior written consent of the Department

The Department reserves the right to terminate the Contract in the event that there is clear evidence of non-performance and non-compliance with the Contract

The short-listed Service Provider may be required to do a presentation in person to the Department, at their own cost, should it be deemed necessary to do so

The department reserves a right NOT to appoint any service provider if it deems fit that the bid is non-responsive.

The Department reserves a right to appoint more than one service provider.

The department intend to appoint per traditional council offices.

The evaluation process will be conducted per traditional council submissions.

The department reserves the right to appoint per specific traditional council's.

No bidder will be appointed with a Non-Compliant Tax status

The Department reserves the right to appoint service provider(s) on the agreed negotiated rates.

The geographic area which applies to local labour is Mpumalanga Province specific local Municipality Communities within which that Traditional Council is Located.

APPOINTMENT OF SERVICE PROVIDER FOR THE RENOVATION OF ENIKWAKUYENGWA
TRADITIONAL COUNCIL'S OFFICE WITHIN THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY,
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BILL OF QUANTITIES (BOQ)

COGHSTA-039-26-MP

Carried to Collection

SECTION A: PRINCIPAL BUILDING AGREEMENT

Definitions (A1)

1 Definitions and interpretation (clause 1)F:..... V:.....
T:.....

Item

Objective and Preparation (A2)

2 Offer acceptance and performance (clause 2)F:.....
V:..... T:.....

Item

Preparation (A3-A14)

3 Documents (clause 3)F:..... V:.....
T:.....

Item

4 Design responsibility (clause 4)F:..... V:.....
T:.....

Item

5 Employer's agents (clause 5)F:..... V:.....
T:.....

Item

6 Site representative (clause 6)F:..... V:.....
T:.....

Item

7 Compliance with regulations (clause 7)F:..... V:.....
T:.....

Item

8 Works risk (clause 8)F:..... V:.....
T:.....

Item

9 Indemnities (clause 9)F:..... V:.....
T:.....

Item

10 Works insurances (clause 10)

F:..... V:..... T:.....

Item

11 Liability insurances (clause 11)F:..... V:.....
T:.....

Item

12 Effecting insurance (clause 12)F:..... V:.....
T:.....

Item

13 State Provisions (clause 13)

F:..... V:..... T:.....

Item

Carried to Collection

R

Section No. 1
Preliminaries
Bill No. 1
Preliminaries

**MAINTENANCE OF ENIKWAKUYENGWA TRADITIONAL COUNCIL IN CHIEF
ALBERT LUTHULI LOCAL MUNICIPALITY IN GERT SIBANDE DISTRICT
MUNICIPALITY
COGHSTA-039-26-MP**

14	Security (clause 14)F:..... V:..... T:.....	Item
	<u>Execution (A15-A23)</u>	
15	Preparation for and execution of the works (clause 15) fixed F:..... V:..... T:.....	Item
16	Access to the works (clause 16)F:..... V:..... T:.....	Item
17	Contract instructions (clause 17)F:..... V:..... T:.....	Item
18	Setting out of the works (clause 18)F:..... V:..... T:.....	Item
19	Assignment (clause 19)F:..... V:..... T:.....	Item
20	Nominated subcontractors (clause 20)F:..... V:..... T:.....	Item
21	Selected subcontractors (clause 21)F:..... V:..... T:.....	Item
22	Employer's Direct Contractors (clause 22) F:..... V:..... T:.....	Item
23	Contractor's Domestic Sub-Contractors (Clause 23) F:..... V:..... T:.....	Item
	<u>Completion (A24-A30)</u>	
24	Practical completion (clause 24)F:..... V:..... T:.....	Item
25	Works completion (clause 25)F:..... V:..... T:.....	Item
26	Final completion (clause 26)F:..... V:..... T:.....	Item
27	Latent defects liability period (clause 27)F:..... V:..... T:.....	Item
28	Sectional completion (clause 28)F:..... V:..... T:.....	Item

Carried to Collection

R

Section No. 1
Preliminaries
Bill No. 1
Preliminaries

MAINTENANCE OF ENIKWAKUYENGWA TRADITIONAL COUNCIL IN CHIEF
ALBERT LUTHULI LOCAL MUNICIPALITY IN GERT SIBANDE DISTRICT
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29	Revision of date of practical completion (clause 29)F:..... V:..... T:.....	Item
30	Penalty for non-completion (clause 30)F:..... V:..... T:.....	Item
<u>Payment (A31 - A35)</u>		
31	Interim payment to the contractor (clause 31)F:..... V:..... T:.....	Item
32	Adjustment to the contract value (clause 32)F:..... V:..... T:.....	Item
33	Recovery of expense and loss (clause 33)F:..... V:..... T:.....	Item
34	Final account and final payment (clause 34)F:..... V:..... T:.....	Item
35	Payment to other parties (clause 35) F:..... V:..... T:.....	Item
<u>Cancellation (A36-A39)</u>		
36	Cancellation by employer - contractor's default (clause 36)F:..... V:..... T:.....	Item
37	Cancellation by employer - loss and damage (clause 37)F:..... V:..... T:.....	Item
38	Cancellation by contractor - employer's default (clause 38)F:..... V:..... T:.....	Item
39	Cancellation - cessation of the works (clause 39)F:..... V:..... T:.....	Item
<u>Dispute (A40)</u>		
40	Dispute Settlement (clause 40) F:..... V:..... T:.....	Item
<u>Contract variables (A41)</u>		

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THE SCHEDULE

Information necessary for completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder

41 Pre-tender information (clause 41)

F:..... V:..... T:.....

Item

41.1 CONTRACTING AND OTHER PARTIES

41.1.1

Employer:

?.....

Postal address:

.....

.....

Code

Tel

Fax

E-mail

Physical Address:

.....

.....

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41.1.2

Principal Agent:

?.....

Postal address:

.....

.....

Code

Tel

Fax

E-mail

41.1.3

Agents service:Architect

Agent (1)

?.....

Postal address:

.....

.....

Code

Tel

Fax

E-mail

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41.1.4

Agents service: Quantity Surveyor

Agent (2)

?.....

Postal address:

.....

.....

Code

Tel

Fax

E-mail

41.1.5

Agents service:Structural & Civil Engineer

Agent (3)

?.....

Postal address:

.....

Code

Tel

Fax

E-mail

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41.1.6

Agents service: Electrical Engineer

Agent (4)

?.....

Postal address:

.....

.....

Code

Tel

Fax

E-mail

41.1.7

Agents Service : Mechanical Engineer

Agent (5)

?.....

Postal address:

.....

.....

Code

Tel

Fax

E-mail

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41.1.8

Agents Service : ??

Agent (6)

?.....

Postal address:

.....

.....

Code

Tel

Fax

E-mail

41.2 CONTRACT DETAILS

41.2.1 Works Description:

?.....

.....

.....

41.2.2 Site Description:

?.....

.....

.....

41.2.3 Work or installations by direct contractors:

?.....

.....

.....

41.2.4 This agreement is for a government contract:

?? Yes/No

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41.2.5 Date on which possession of the site is intended to be given:

?..... (Date)

41.2.6 Period for the commencement of the works after the contractor takes possession of the site

?..... working days

41.2.7 Intended date of practical completeion and the penalty per calendar day for the works as a whole

?..... Date

?R..... Penalty Amount

41.2.8 Intended date of practical completion and the penalty per calender day for the works in sections:??

Section 1

..... Date

R..... Penalty Amount

Section 2

..... Date

R..... Penalty Amount

Section 3

..... Date

R..... Penalty Amount

Section 4

..... Date

R..... Penalty Amount

41.2.9 The law applicable to this abreement shall be that of

?..... (country)

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41.3 INSURANCES

41.3.1 Contract works insurance to be effected by:

?? Employer/Contractor:

?? For the Sum of R

?? With a deductible of of R

41.3.2 Supplementary insurance is required

?? Yes/No

41.3.3 Public liability insurance to be effected by:

?? Employer/Contractor:

?? For the Sum of R

?? With a deductible of of R

41.4 DOCUMENTS

41.4.1 Waivers of contractors lien or right of continuing possession is required

?? Yes/No

41.4.2 Number of construction document copies to be
supplied to the contractor free of charge:

?? Number of

41.4.3 Bills of Quantities/Lump sum document schedule of rates drawn up in
accordance with:

?? (state system)

41.4.4 On acceptance of the tender the bills of quantities/lump sum document is
to be submitted within working days

?? Number of

41.4.5 JBCC Engineering General Conditions are to be included in the contract
documents:

?? Yes/No

41.4.6 The contract value is to be adjusted using escalation adjustment indices

?? Yes/No

Where JBCC CPAP is to be used

?? Base Month

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41.4.7 Details of changes made to the provision of JBCC standard documentation:
[An addendum is to be attached should the space provided be insufficient]

??
.....
.....
.....
.....

SECTION B: PRELIMINARIES

Definition and interpretation (B1)

42	Definition and interpretation (B1.1 - B1.6.5)F:..... V:..... T:.....	Item
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Documents (B2)

43	Checking of documents (B2.1)F:..... V:..... T:.....	Item
----	--	------

44	Provisional bills of quantities (B2.2)F:..... V:..... T:.....	Item
----	--	------

45	Availability of construction documentation (B2.3) F:..... V:..... T:.....	Item
----	--	------

46	Interests of agents (B2.4)F:..... V:..... T:.....	Item
----	--	------

47	Priced documents (B2.5)F:..... V:..... T:.....	Item
----	---	------

48	Tender submission (B2.6)F:..... V:..... T:.....	Item
----	--	------

The site (B3)

49	Defined works area (B3.1)F:..... V:..... T:.....	Item
----	---	------

50	Geotechnical investigation (B3.2)F:..... V:..... T:.....	Item
----	---	------

51	Inspection of the site (B3.3)F:..... V:..... T:.....	Item
----	---	------

52	Existing premises occupied (B3.4)F:..... V:..... T:.....	Item
----	---	------

53	Previous work - dimensional accuracy (B3.5)F:..... V:..... T:.....	Item
----	---	------

54	Previous work - defects (B3.6)F:..... V:..... T:.....	Item
----	--	------

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55	Services - known (B3.7)F:..... V:..... T:.....	Item
56	Services - unknown (B3.8)F:..... V:..... T:.....	Item
57	Protection of trees etc (B3.9)F:..... V:..... T:.....	Item
58	Articles of value (B3.10)F:..... V:..... T:.....	Item
59	Inspection of adjoining properties etc (B3.11)F:..... V:..... T:.....	Item
<u>Management of contract (B4)</u>		
60	Management of the works (B4.1)F:..... V:..... T:.....	Item
61	Programming for the works (B4.2)F:..... V:..... T:.....	Item
62	Progress meetings (B4.3)F:..... V:..... T:.....	Item
63	Technical meetings (B4.4)F:..... V:..... T:.....	Item
<u>Samples and shop drawings (B5)</u>		
64	Samples of materials (B5.1)F:..... V:..... T:.....	Item
65	Workmanship samples (B5.2)F:..... V:..... T:.....	Item
66	Shop drawings (B5.3)F:..... V:..... T:.....	Item
<u>Temporary works and plant (B6)</u>		
67	Deposits and fees (B6.1)F:..... V:..... T:.....	Item
68	Enclosure of the works (B6.2)F:..... V:..... T:.....	Item
69	Advertising (B6.3)F:..... V:..... T:.....	Item

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70	Plant, equipment, sheds and offices (B6.4)F:..... V:..... T:.....	Item
71	Main notice board (B6.5)F:..... V:..... T:.....	Item
72	Subcontractors notice board (B6.6)F:..... V:..... T:.....	Item
<u>Temporary services (B7)</u>		
73	Location (B7.1)F:..... V:..... T:.....	Item
74	Water (B7.2) Alternative ? shall apply F:..... V:..... T:.....	Item
75	Electricity (B7.3) Alternative ? shall apply F:..... V:..... T:.....	Item
76	Telecommunication equipment (B7.4) Alternative ? shall apply F:..... V:..... T:.....	Item
77	Ablution facilities (B7.5) Alternative ? shall apply F:..... V:..... T:.....	Item
<u>Prime cost amounts (B8)</u>		
78	Responsibility for prime cost amounts (B8.1)F:..... V:..... T:.....	Item
<u>Attendance on N/S Subcontractors (B9)</u>		
79	General attendance (B9.1)F:..... V:..... T:.....	Item
80	Special attendance (B9.2)F:..... V:..... T:.....	Item
81	Commissioning - Fuel, water and power (B9.3)F:..... V:..... T:.....	Item

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Financial aspects (B10)

Statutory taxes, duties and levies (B10.1)F:.....
V:..... T:.....

Item

- 82 Payment of preliminaries (B10.2)
Alternative ? shall apply

F:..... V:..... T:.....

Item

- 83 Adjustment of preliminaries (B10.3)F:..... V:.....
T:.....

Item

- 84 Payment certificate cash flow (B10.4)F:..... V:.....
T:.....

Item

- 85 Contractor information supply (B10.5)F:..... V:.....
T:.....

Item

General (B11)

- 86 Protection of works (B11.1)F:..... V:.....
T:.....

Item

- 87 Protection/isolation of existing/sectionally occupied works
(B11.2)F:..... V:..... T:.....

Item

- 88 Site security (B11.3)F:..... V:..... T:.....

Item

- 89 Notice before covering work (B11.4)F:..... V:.....
T:.....

Item

- 90 Disturbance (B11.5)F:..... V:..... T:.....

Item

- 91 Works cleaning and clearing (B11.6)F:..... V:.....
T:.....

Item

- 92 Vermin (B11.7)F:..... V:..... T:.....

Item

- 93 Overhand work (B11.8)F:..... V:.....
T:.....

Item

Schedule of variables (B12)

- 94 Pre-tender information (B12.1)F:..... V:.....
T:.....

Item

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- 12.1.1 Provisional bills of quantities (B2.2)
The quantities are provisional:
?? Yes/No
- 12.1.2 Availability of construction documentation (B2.3)
Construction documentation is not complete
?? Yes/No
- 12.1.3 Interest of agents (B2.4)
??
.....
.....
- 12.1.4 Defined works area (B3.1)
??
.....
.....
- 12.1.5 Geotechnical investigation (B3.2)
??
.....
.....
- 12.1.6 Existing premises occupied (B3.4)
??
.....
.....

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12.1.7 Services - known (B3.7)

??
.....
.....

12.1.8 Protection of trees (B3.9)

??
.....
.....

12.1.9 Inspection of adjoining properties (B3.11)

??
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.....

12.1.10 Enclosure of the works (B6.2)

??
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.....

12.1.11 Offices (B6.4.3)

??
.....
.....

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12.1.12 Main notice board (B6.5)

??
.....
.....

12.1.13 Subcontractors notice board (B6.6)

A notice board is required
?? Yes/No

12.1.14 Water (B7.2)

Alternative Selected: ??

12.1.15 Electricity (B7.3)

Alternative selected: ??

12.1.16 Telecommunications (B7.4)

Alternative selected: ??

12.1.17 Ablution facilities (B7.5)

Alternative selected: ??

12.1.8 Special attendance (B9.2)

Subcontractor (1) details:

??
.....
.....

12.1.19 Protection of the works (B11.1)

??
.....
.....

12.1.20 Protection of existing/sectionally occupied works (B11.2)

Protection is required
?? Yes/No

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12.1.21 Disturbance (B11.5)

??

.....

.....

95 Post tender information (B12.2)F:..... V:.....
T:.....

Item

12.2.1 Payment of preliminaries
Alternative selected: ??

12.2.2 Adjustment of preliminaries
Alternative selected: ??

12.2.3 Additional agreed preliminaries items

.....

.....

.....

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SECTION C: SPECIFIC PRELIMINARIES

Any special items to meet the particular circumstances of a specific project are embodied in this section. Where required for an aspect of the works to be executed according to a design by a consulting engineer, a recital of the headings to the individual clauses of the JBCC Engineering General Conditions are included

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COLLECTION

Total Brought Forward from Page No.

**Page
No** **Amount**

1

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3

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**MATERIALS FROM THE ALTERATIONS,
CREDIT, ETC.**

OLD MATERIALS TO BECOME THE PROPERTY OF THE CONTRACTOR Old materials from alterations, except where described as to be "re-used" or "handedover" become the property of the Contractor who may allow credit for same where provided for in these Bills of Quantities OLD MATERIALS TO BE CARTED AWAY Old materials from the alterations, where described as to be "removed" as well as all rubbish, etc. must be regularly carted from the site and not be allowed to accumulate on or around the site OLD MATERIALS NOT TO BE RE-USED None of the old materials are to be used for new work except where specifically described as being "set aside for re-use" HANDING OVER OF MATERIALS Where certain materials or articles from alterations are described as to be "handed over" to the Representative/Agent, such material or articles shall be properly stored by the Contractor, until handing over thereof. The Contractor must obtain an official receipt listing the materials or articles and dates of handing over. If the Contractor fails to submit the receipt when requested, it shall be deemed that the materials or articles are still in his possession and he will be held liable to the Department for the full replacement value thereof, which amount will be deducted from any monies due to the Contractor

EXISTING BUILDINGS

The existing buildings will be in use and occupied during the progress of the contract and the Contractor will be required to carry out the works in such a manner as will least interfere with the occupants and with the minimum of disturbance Contractors are also to note that due to the buildings being occupied the repairs and renovations works will be required to be executed in a specific order as will be determined by the Representative/Agent in conjunction with the Airforce Base Authorities

SIZE PERTAINING TO EXISTING WORK

The Contractor is advised to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the correctness of sizes of all new work All sizes given in relation to existing work are approximate

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MAKING GOOD DAMAGED WORK

The Contractor shall make good in all trades to existing work where damaged or disturbed through the alterations with all necessary new materials to match the existing

FORMING NEW OPENINGS OR ALTERING OPENINGS IN EXISTING WALLS

Descriptions of forming new openings or altering openings in existing walls shall be deemed to include breaking out for and forming new brick, in-situ concrete or pre stressed concrete lintels, including all reinforcement, formwork, turning pieces, etc., building up jumps or portion of openings as described with brickwork properly toothed and bonded to existing, building cavities of hollow walls solid where necessary and making good finishes all round on both sides and into reveals as described

BUILDING UP OPENINGS

Descriptions of building up existing openings where given in number shall be deemed to include preparing existing surfaces all around, brickwork properly toothed and bonded to existing, wedging up and making good on both sides as described

PAINTWORK

Where plasterwork on walls, ceilings, etc. are required to be patched or made good, prices are to include for the appropriate priming coat and one coat undercoat to receive paint finishing coats which are measured elsewhere

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The contractor must protect all work not removed such as walls, floors, doors, windows, fittings, etc. from damage during the progress of the work and provide all necessary materials for doing so. All shoring, etc. of portions of the existing buildings necessary to ensure the stability of the premises while executing the demolitions or alterations is to be provided by the contractor, who will be held solely responsible for any damage to persons or property and for safety of the structure throughout the contract period. The contractor will be required to make good at his own expense any damage that may occur.

Tenderers are advised to visit the site before tendering and satisfy themselves as to the nature and extent of the works, means of access to the site and availability of working space. No claims will be entertained due to the tenderer having failed to comply with the above conditions. The descriptions in the items are given as a guide and to assist contractors in tendering, but not necessarily accurate or complete. Contractors must verify the items by personal inspection on the site. Unless otherwise stated the contractor shall not remove or interfere with any furniture, furnishings, fittings or similar articles belonging to the Employer and /or their staff.

PROCEDURE OF WORK

The Representative/Agent reserves the right to direct the order in which the contract will be executed, should circumstances necessitate such action.

LOSS BY THEFT, FIRE OR OTHERWISE

The risk of loss, theft, fire, storm, riot or otherwise of the buildings to be demolished and the materials therein shall rest entirely with the contractor immediately upon the handing over of the site. He shall take such steps as he may deem fit for his own protection against such loss.

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Water and other piping

Any water supply or other piping that may be met with and found necessary to disconnect or cut are to be effectually stopped off or grubbed up and removed and any new connections that may be necessary and are to be made with proper fittings and to the satisfaction of the Architect to whom due notice is to be given regarding all alterations to existing services. Prices for items of demolitions, are where applicable, to include for taking out and removing all sanitary fittings, plumbing and water supplies.

Electrical and other services

Special care is to be excercised not to unnecessarily interfere with any electric light, bell, power, telephone or other wires and fittings that may be met with and due notice must be given to the Architect when any disconnections, removals, diversions, interruptions, etc. are necessary and the contractor is to afford every facility to the workmen carrying out this work.

The contractor must protect all work not removed such as walls, floors, doors, windows, fittings, etc. from damage during the progress of the work and provide all necessary materials for doing so. All shoring, etc. of portions of the existing buildings necessary to ensure the stability of the premises while executing the demolitions or alterations is to be provided by the contractor, who will be held solely responsible for any damage to persons or property and for safety of the structure throughout the contract period. The contractor will be required to make good at his own expense any damage that may occur.

Existing buildings occupied

Tenderers are advised that the existing buildings will be in occupation during the building operations and due allowance must be made for the work being carried out in such a manner as will least interfere with the general routine of the occupants. Adequate warning must be given if a particular section of the building has to be evacuated to carry out the work.

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Noise prevention

The contractor shall take special care to minimise noisy operations during business hours. Such measures will include, inter alia, the use of silent compressors and strict control of workmen.

The contractor shall demolish the portions of existing structures or buildings with a minimum amount of damage to adjoining buildings, materials, pavings, etc. Any damage caused is to be made good at his own expense with materials to match the existing to the entire satisfaction of the Architect. Tenderers should take particular note of and allow accordingly in their prices for the type of structure and materials to be encountered and the thickness of walls, concrete slabs, etc. to be demolished. Unless otherwise described all materials arising from the demolitions and alterations are to become the property of the contractor and he is to allow a credit for the same as provided for on the final summary page. These materials, including all rubbish and debris shall be immediately carted away and the site left clean and unencumbered. None of the old brick from the demolitions are to be re-used for any new brickwork.

Where the Contractor is required to form openings, alter openings or brick up openings in existing walls all brickwork shall be made good at jambs including properly bonding to existing. Brickwork in bricking up openings shall be wedged and pinned up to brickwork or concrete over in cement mortar. Cement screeds, pavings, granolithic, etc. in openings are to be levelled and prepared for raising of brickwork. Plaster to reveals to openings are to have all external angles rounded and making good of finishes is to include for junction with existing finishes. Where openings are described as having new brick lintols they are to be with minimum 220mm end bearings and prices are to include for brick reinforcement to suit the width of the wall. Lintols are to be three courses high up to span of 1000mm and four courses high up to span of 1000mm and four courses high when exceeding that span and brickwork is to be built in 1:3 cement mortar. Where openings are described as having precast prestressed concrete lintols they are to be with minimum 220mm end bearings of 30 MPa concrete. One prestressed lintol for each half brick thickness is required and is to be reinforced with and including all necessary high tensile wire.

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Making good, etc.

Prices are to include for making good in all trades to existing work, where damaged or disturbed through alterations, with all necessary new materials to match existing and leave complete and perfect in every respect.

REMOVAL OF EXISTING WORK

Carefully take out and remove doors and door frames from walls, make good works disturbed and store on site for the client

1	Single timber door	No	3
2	Double timber door and door frame	No	2
3	Single steel door and door frame	No	3

Carefully take out and remove sanitary fittings including associated accessories, valves and taps and shut down water lines

4	WC complete with seat and cisterns	No	3
5	Wash hand basin complete with taps	No	1
6	Kitchen Sink complete with taps	No	1
7	Urinal	No	2

Carefully take out and remove broken glazing to existing steel window including raking out reveals and make good to receive new glazing

8	4mm glazing	m2	1
---	-------------	----	---

Taking out and removing roofs, floors, panelling, partitions and ceilings

9	Taking down existing roof tiles including ridges, hips and accessories, carefully removing without damage, stacking neatly on site as directed, including handling and protection.	m2	397
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Alterations

MAINTENANCE OF ENIKWAKUYENGWA TRADITIONAL COUNCIL IN CHIEF
ALBERT LUTHULI LOCAL MUNICIPALITY IN GERT SIBANDE DISTRICT
MUNICIPALITY
COGHSTA-039-26-MP

10	Carefully dismantle and remove existing timber roof structure including trusses, rafters, purlins, bracing, wall plates and all fixings, lowering to ground, carting away from site and disposing at an approved dump or stacking as directed.	m2	397
11	Carefully take out and remove existing ceiling finishes including associated timber banding and cornices and cart away from site elsewhere measured)	m2	397
12	Timber kitchen sink cupboard including sink and disconnecting waste pipes	No	1
	<u>Hacking and removing ceramic tiles including removing mortar bed or adhesive from concrete and preparing surfaces for new screed, plaster tile finish</u>		
13	Tiles to walls	m2	95
14	Tiles to floors	m2	10
	<u>Taking out and removing floor finishes</u>		
15	Carefully take out and remove existing vinyl tiles and or floor carpets including associated skirting and cart away from site and make good of existing screed to receive new floor finish (New floor finish elsewhere measured) including making good of all works disturbed	m2	397
	<u>SERVICING EXISTING ITEMS</u>		
	<u>Servicing existing windows</u>		
	<u>Carefully examine hinges, handles and stays to steel windows and replace damaged and or missing ones including, putty to glazing of steel and fully service same to facilitate smooth functionally, leave clean all to the satisfaction of the Principal Agent.</u>		
16	Window 0.96m x 1.8m	No	11
17	Window 900mm x 1m	No	2
18	Window 900mm x 475mm	No	1

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Section No. 2
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Alterations

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MAINTENANCE OF ENIKWAKUYENGWA TRADITIONAL COUNCIL IN CHIEF
ALBERT LUTHULI LOCAL MUNICIPALITY IN GERT SIBANDE DISTRICT
MUNICIPALITY
COGHSTA-039-26-MP

Stripping of Electrical Work

- 19 Stripping of all existing electrical wiring, fittings etc including temporary disconnection of power and leaving wire ways and conduits to receive new wiring where feasible.

Item

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Section No. 2
 Buildings
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 Alterations

MAINTENANCE OF ENIKWAKUYENGWA TRADITIONAL COUNCIL IN CHIEF
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MAINTENANCE OF ENIKWAKUYENGWA TRADITIONAL COUNCIL IN CHIEF
ALBERT LUTHULI LOCAL MUNICIPALITY IN GERT SIBANDE DISTRICT
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Where battens for roof coverings form part of the plate nailed timber roof truss design it shall be included under the roof construction in the "Carpentry and Joinery" trade and not under this trade

- | | | | | |
|---|---|----|-----|--|
| 1 | Supply and install approved roof tiles to timber roof structure including underlay (sisalation or similar), tiling battens, tile clips, cutting and fitting, bedding and pointing of ridges, hips and verges, all necessary flashings and accessories, complete in accordance with manufactures spec. | m2 | 397 | |
|---|---|----|-----|--|

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Buildings
Bill No. 4
Roof Coverings

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Section No. 2

Bill No. 4

Roof Coverings

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Bill No. 4

Roof Coverings

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ALBERT LUTHULI LOCAL MUNICIPALITY IN GERT SIBANDE DISTRICT
MUNICIPALITY
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Fixing

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

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

Decorative thermosetting plastic laminate covering

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

ROOFS, ETC

- | | | | |
|---|---|----|-----|
| 1 | Allow for a provisional sum of for prefabricated timber roof structure construction complete including trusses, rafters, permanent bracing, purlins, bracing, wall plates, hangers and all necessary connectors, including hoisting and erection etc (roof covering measured elsewhere) | m2 | 397 |
|---|---|----|-----|

Sundries

- | | | | |
|---|---------------------------------------|----|-----|
| 2 | Two coats creosote on wrought timbers | m2 | 397 |
|---|---------------------------------------|----|-----|

EAVES, VERGES, ETC

"Everite Flexit" or other equal and approved pressed nutec-cement

- | | | | |
|---|---|---|-----|
| 3 | 12 X 225 facias and barge boards including steel H-profile jointing strips. | m | 110 |
|---|---|---|-----|

TIMBER DOORS

Provide and install hardwood meranti external timber doors including frames where necessary, hinges, locks, handles, sealing and all necessary ironmongery.

- | | | | |
|---|---|----|---|
| 4 | Single door size 900 x 2100mm high (internal) | No | 4 |
|---|---|----|---|

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Section No. 2
Buildings
Bill No. 5
Carpentry and Joinery

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**MAINTENANCE OF ENIKWAKUYENGWA TRADITIONAL COUNCIL IN CHIEF
ALBERT LUTHULI LOCAL MUNICIPALITY IN GERT SIBANDE DISTRICT
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Solidcore hardwood flush door with internal veneer finish

5	Single door size 900 x 2100mm high suitable for bathroom use including hinges, lockset and handles and all necessary lockset	No	6
6	Prepare, sand down, clean and apply one coat primer and two coats paint to previously painted double door timber doors including frames, edges and all surfaces.	m2	35
7	Prepare, sand down, clean and apply one coat primer and two coats paint to previously painted single door timber doors including frames, edges and all surfaces.	m2	36

BUDGETARY ALLOWANCES

Ironmongery

8	Allow sum of R10 000 for supply and install ironmongery, including handles to existing doors	Item	
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WINDOW BLINDS

9	Allow sum for supply and install approved window blinds including brackets, mechanisms and all necessary fittings	m	40
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Section No. 2
Buildings
Bill No. 5
Carpentry and Joinery

MAINTENANCE OF ENIKWAKUYENGWA TRADITIONAL COUNCIL IN CHIEF
 ALBERT LUTHULI LOCAL MUNICIPALITY IN GERT SIBANDE DISTRICT
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Bill No. 5

Carpentry and Joinery

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 Carpentry and Joinery

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Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 6</u>			
	<u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u>			
	<u>CEILINGS ETC</u>			
	<u>NAILED UP CEILINGS</u>			
	<u>6,4mm "Rhino" gypsum plasterboard with H-type pressed steel jointing strips</u>			
1	Horizontal ceilings fixed to 38 x 38mm timber brander at 450mm centres in one direction	m2	397	
2	Extra over ceiling for 900 x 900mm trap door of 50 x 75mm wrought softwood rebated framing with one cross brander, covered with ceiling board and fitted flush in opening, including necessary trimmers around (trap door)	No	2	
	<u>"Rhino" gypsum plasterboard cornices</u>			
3	75mm Coved cornices, plugged	m	290	
	<u>Non-combustible fibreglass insulation of a density of not less than 10kg/m3 bonded with an inert thermo-setting resin</u>			
4	100mm Insulation in blanket form closely fitted and laid on top of brander between roof timbers etc	m2	397	
	Carried Forward to Summary of Section No. 2			
	Section No. 2			
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	Ceilings, Partitions and Access Flooring			
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Descriptions of bolts, anchors, etc

Descriptions of bolts shall be deemed to include nuts and washers

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

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

Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres

Aluminium doors, windows, etc

Doors and windows shall comply with AAAMSA design criteria

Carried to Collection

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Section No. 2
 Buildings
 Bill No. 7
 Metalwork

Glazing shall comply with SAGGA regulations. Glass shall be type ? laminated performance glass as shown on the window schedules/drawings appended to these bills of quantities (as described in the headings to window descriptions?). Glass thickness shall comply with SAGGA regulations irrespective of thicknesses shown on the schedules/drawings

Doors and windows shall be supplied with protective tape and plastic and shall be removed only once surrounding trades have been completed

For purpose made windows and doors, refer to drawings annexed to (issued separately with?) these bills of quantities

The following certificates shall be provided prior to commencement of site work:

1. A copy of the relevant AAAMSA Performance Test Certificate from the manufacturer/contractor supplying the architectural aluminium product

2. A Certificate of Conformance confirming that anodising or powder coating has been processed in accordance with SANS 999 and SANS 1796 respectively

3. A powder guarantee of not less than 15 years issued by the powder manufacturer. The specific conditions contained in this guarantee shall form part of the powder coating process

4. A Certificate of Conformance confirming that glazing has been installed in accordance with SANS 0137, ensuring that safety glazing materials have been installed in the mandatory areas and that each individual pane of safety glazing materials has been permanently marked

5. A warranty from the manufacturer of the laminated safety glass and/or hermetically sealed glazing units guaranteeing the products against delamination and colour degradation for period of not less than five years

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Metalwork

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PRESSED STEEL DOOR FRAMES

1.2mm Rebated frames suitable for half brick walls

1	Frame for door 813 x 2032mm high	No	1
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1.2mm Double rebated frames suitable for one brick walls

2	Frame for door 900 x 2100mm high	No	1
---	----------------------------------	----	---

STEEL ROLLER SHUTTERS ETC

"Roller Style" Epoxy powder coated roller shutters fixed to brickwork or concrete

3	Manual push-up roller shutter for 2500 x 2710 mm high opening	No	1
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Carried to Collection

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Section No. 2
Buildings
Bill No. 7
Metalwork

MAINTENANCE OF ENIKWAKUYENGWA TRADITIONAL COUNCIL IN CHIEF
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Metalwork

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Metalwork

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ALBERT LUTHULI LOCAL MUNICIPALITY IN GERT SIBANDE DISTRICT
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Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 8</u>			
	<u>TILING</u>			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Descriptions</u>			
	Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding			
	Ceramic, porcelain, marble and granite tiles are to be fixed and grouted with suitable adhesives and grouts as recommended by the manufacturer of the tiles			
	<u>WALL TILING</u>			
	600 x 300 x 12mm Porcelain wall tiles (PC R 150/m ²) fixed with adhesive to plaster (plaster elsewhere) and flush pointed with tinted grout			
1	On walls, splash back and narrow widths	m2	95	
	<u>FLOOR TILING</u>			
	600 x 300 x 12mm Porcelain Floor tiles (PC R 150/m ²) fixed with adhesive to plaster (plaster elsewhere) and flush pointed with tinted grout			
2	On floors and landings (Hall	m2	375	
3	100mm High tile skirting	m	271	
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	Bill No. 8			
	Tiling			
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Buildings
Bill No. 9
Plastering

COGHSTA-039-26-MP

Carried to Collection

Stormwater channels

Descriptions of channels shall be deemed to include necessary excavation, surface preparation, compaction, etc, and disposal of surplus material on site

French drains

Descriptions of french drains shall be deemed to include excavation, stone filling graded from 300mm diameter at bottom to 75mm diameter at top, "2" geofabric filter blanket over stone, 300mm earthfilling over and disposal of surplus material on site

Septic tanks

Descriptions of proprietary type septic tanks shall be deemed to include excavation, bedding and jointing, concrete base slabs, jointing to drains and backfilling, compaction, etc all in accordance with the manufacturer's instructions and disposal of surplus material on site

Stainless steel basins, sinks, wash troughs, urinals, etc

Stainless steel for economy basins, domestic sinks and worktops shall be Type 430 (17/0)

Stainless steel for urinals, basins, quality sinks, wash troughs, institutional equipment, etc shall be Type 304 (18/8)

Stainless steel for laboratory sinks, photographic equipment, etc shall be Type 316 (18/8)

Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable

Sealing of edges

Outer edges of sinks, basins, baths, urinals, etc are to be sealed against adjacent surfaces with approved silicone

Carried to Collection

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Section No. 2
Buildings
Bill No. 10
Plumbing and Drainage

PVC-U pipes and fittings

Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings

Soil, waste and vent pipes and fittings shall be solvent weld jointed or sealed with butyl rubber rings

PVC-U pressure pipes and fittings

Pipes of 50mm diameter and smaller shall be plain ended with solvent welded PVCU loose sockets and fittings

Pipes of 63mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be PVC-U and all other fittings shall be cast iron, all with similar push-in type joints

High density polyethylene (HDPE) pipes and fittings

Pipes shall be type IV and of the class specified with compression fittings

Polypropylene pipes

Polypropylene pipes 54mm diameter and smaller shall be seamless copper coloured Class 16 pipes jointed with heat welded thermoplastic or where so described compression fittings

Pipes shall be firmly fixed to walls, etc with coloured nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturer's instructions

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Copper pipes

Pipes shall be hard drawn and half-hard pipes of the class described. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), Class 2 (half-hard) and Class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and antisiphon pipes, capillary solder fittings and compression fittings shall be "P" type. Capillary solder fittings shall comply with ISO 2016

Copper pipes are to be installed in accordance with the latest revision of the Code of Practice for Copper Plumbing soldering techniques. Flux, solder, etc to be strictly in accordance with the manufacturer's requirements with special attention to copper flux composition

Reducing fittings

Where fittings have reducing ends or branches they are described as "reducing" and only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained

Fixing of pipes

Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls, etc, casting in, building in or suspending not exceeding 1m below suspension level

Paper wrapping to pipes

Pipes chased into brickwork must be wrapped with two layers of stout brown paper tied with wire. Rates are to include for wrapping around joints and fittings

Water pipework is to be disinfected at completion

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petrolatum anti-corrosion tape

Pipes to be taped shall be coated with the appropriate primer and the tape shall be applied in the appropriate widths and with ?% overlaps

Couplings and fittings to pipes shall be taped in strict accordance with the manufacturer's instructions

Prices for wrapping of pipes shall include for all work as described to couplings in the length

Laying, backfilling, bedding, etc of pipes

Pipes shall be laid and bedded in accordance with manufacturers' instructions and trenches shall be carefully backfilled

Where no manufacturers' instructions exist, pipes shall be laid in accordance with the relevant section of SANS 2001

General

Descriptions of cast iron roof outlets shall be deemed to include joints to pipes and casting into concrete (adaptors for joints to PVC pipes, etc are given separately)

Descriptions of overflow pipes where measured in number, shall be deemed to include joints to cisterns and splay cut ends

Descriptions of pipes laid in and including trenches and of inspection chambers, catchpits, etc shall be deemed to include excavation, bedding, backfilling, compaction to a minimum of ?% Mod AASHTO density and disposal of surplus material on site

Descriptions of service pipes and flexible connecting pipes shall be deemed to include connections to taps, cisterns, etc and to steel pipes (adaptors for connections to copper pipes, etc are given separately)

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Section No. 2
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Plumbing and Drainage

MAINTENANCE OF ENIKWAKUYENGWA TRADITIONAL COUNCIL IN CHIEF
ALBERT LUTHULI LOCAL MUNICIPALITY IN GERT SIBANDE DISTRICT
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Descriptions of WC pans, slop hoppers, etc shall be deemed to include for joints to soil pipes (pan connectors are separately measured)

As-built drawings

Where required, the contractor shall prepare an updated set of as-built drawings. At completion of the contract the contractor shall hand these drawings to the principal agent for reproducing onto the originals for handing over to the employer (provision for allowance of as-built drawings elsewhere)

RAINWATER DISPOSAL

1	100mm diameter uPVC downpipes fixed to walls including bends, shoes and brackets	No	10
2	150mm wide pre-painted galvanised steel gutters fixed to fascia boards including brackets and outlets, complete	m	110

SANITARY FITTINGS

"Approved" Ceramic Sanitary Fittings

3	Hibiscus or equally approved wall hung basin size: 510x405mm, colour: White, including integrated overflow and chainstay hole through the centre punched taphole complete trap, waste and chrome Basin mixer	No	1
4	415 x 315 x 275mm "flatback" wall hung bowl urinal with spreader including flushing valve.	No	2

SANITARY PLUMBING

uPVC pipes and fittings

5	Allow the sum R85 000 for sanitary plumbing. uPVC soil, waste and vent pipework including fitting, jointing, testing and commissioning (for all toilets and kitchen)	Item	
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Plumbing and Drainage

MAINTENANCE OF ENIKWAKUYENGWA TRADITIONAL COUNCIL IN CHIEF
ALBERT LUTHULI LOCAL MUNICIPALITY IN GERT SIBANDE DISTRICT
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"Approved" Stainless Steel

6	Model NVN611 stainless steel "Nouveau" Drop-in Sink Single End Bowl, size:800x460mm, code: 811023 fitted into cupboard (elsewhere specified) including waste fittings, complete with sink mixer	No	1
7	Wall Mounted Manual Soap Dispenser	No	2
8	Single roll toilet tissue dispenser (code: 4978) securely fixed to wall	No	6
9	Allow the sum of R50 000 for fire compliance. Provide fire extinguisher, signage, equipment and certification in accordance with SANS 10400 and local authority requirements.		Item

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Plumbing and Drainage

MAINTENANCE OF ENIKWAKUYENGWA TRADITIONAL COUNCIL IN CHIEF
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Plumbing and Drainage

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Plumbing and Drainage

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ALBERT LUTHULI LOCAL MUNICIPALITY IN GERT SIBANDE DISTRICT
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Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 12</u>			
	<u>PAINTWORK</u>			
	<u>PREPARATORY WORK TO EXISTING WORK</u>			
	<u>PAINTWORK ETC TO PREVIOUSLY PAINTED WORK</u>			
	User note:			
	Insert preambles/specifications as may be required or in order to supplement any applicable preambles, specifications or bills of quantities descriptions			
	Take note that these Model Bills of Quantities utilise abbreviated descriptions			
	1. The Model Preambles for Trades 2008 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards. Where such model preambles are not applicable (eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the applicable measuring system, represents the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications			
	2. Consider inserting the preambles hereunder when using the above mentioned Model Preambles for Trades 2008			
	3. Attention is drawn to the measurement rules in the measuring system regarding paint colours which read as follows:			
	4. Paintwork shall be classified in the different colour groups "White", "Pastel", "Deep" and 4. National Standards)"			
	Carried to Collection			
	Section No. 2			
	Buildings			
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	Paintwork			
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5. Paintwork in one colour group may be given as extra over paintwork in another colour group"

SUPPLEMENTARY PREAMBLES

PREPARATORY WORK TO EXISTING WORK

Previously painted plastered surfaces

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

Previously painted metal surfaces

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

Previously painted wood surfaces

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

PAINT SPECIFICATIONS

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

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Section No. 2
Buildings
Bill No. 12
Paintwork

COLOURS

User note:

In the event of the colour scheme for the project not being available when required for the preparation of quantities, it is recommended that either all paintwork be described as being in the "White" colour group or that ceilings be described as being in the "White" colour group and the balance being in the "Pastel" colour group and that provision be made for other colour groups by way of "extra over" items marked "Provisional" as provided for in the measuring system (See measurement rule No. 5 under item 2: Colours). The following items are examples of such "extra over" items: Carried to Collection Section No.

Extra over for paintwork on components (ceilings?) in the "White" colour group for paintwork in the "Pastel" colour group (Provisional) m²

"Extra over for paintwork on components in the "Pastel" colour group for paintwork in the "Deep" colour group (Provisional) m²

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

PAINTWORK ETC

ON WOOD SURFACES

1	External double doors	m2	34
2	External single doors	m2	31
3	Internal doors	m2	61

PAINTWORK ETC TO PREVIOUSLY PAINTED WORK

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Section No. 2
Buildings
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Paintwork

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MAINTENANCE OF ENIKWAKUYENGWA TRADITIONAL COUNCIL IN CHIEF
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	<u>One coat alkali resistant primer and two coats PVA emulsion paint for interior use</u>		
4	Existing internal walls	m2	580
	<u>ON INTERNAL GYPSUM PLASTER SURFACES</u>		
	<u>One coat alkali resistant primer and two coats PVA emulsion paint for interior use</u>		
5	Plasterboard ceilings and cornices	m2	397
	<u>ON METAL SURFACES</u>		
	<u>One coat alkyd based zinc phosphate primer and two coats premium quality polyurethane enamel paint, on steel</u>		
6	Door frames	m2	184

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Section No. 2
Buildings
Bill No. 12
Paintwork

MAINTENANCE OF ENIKWAKUYENGWA TRADITIONAL COUNCIL IN CHIEF
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Paintwork

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MAINTENANCE OF ENIKWAKUYENGWA TRADITIONAL COUNCIL IN CHIEF
ALBERT LUTHULI LOCAL MUNICIPALITY IN GERT SIBANDE DISTRICT
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Item No	Unit	Quantity	Rate	Amount
<u>SECTION NO. 3</u>				
<u>BILL NO. 1</u>				
<u>PROVISIONAL SUMS</u>				
<u>NOTES</u>				
Attention is directed to the relevant sections of the Model Preambles for Trades which forms a part of this Bill and must be read in conjunction herewith.				
1.The Contractor's attention is drawn specifically to the Principal Building Agreement Clause 20.0 (Nominated Sub-Contractors), Clause 21.0 (Selected Sub-Contractors) and Clause 22 (Work by Others) and to the related Clauses in Section 1, Bill No. 1 - Preliminaries 2.The Contractor's attention is drawn also to the definition of attendance on Nominated or Selected Sub-Contractors and of fuel, power and water for commissioning of mechanical and other specialised installations given in the JBCC Preliminaries 3.Where special attendance includes the provision of hoisting facilities for a Sub-Contractor then the Contractor shall:- *Ensure that the capacities of his hoisting equipment are sufficient to deal with the masses and the quantities of the items to be hoisted, *Schedule the times of availability of the hoisting equipment for each Sub-Contractor,				
Carried to Collection				R
Section No. 3				
Provisional Sums				
Bill No. 1				
Provisional Sums				

MAINTENANCE OF ENIKWAKUYENGWA TRADITIONAL COUNCIL IN CHIEF
ALBERT LUTHULI LOCAL MUNICIPALITY IN GERT SIBANDE DISTRICT
MUNICIPALITY
COGHSTA-039-26-MP

*Provide all necessary personnel to operate the hoisting equipment all to enable the Sub-Contractor to execute the hoisting or lowering of his material, etc. using the facilities provided by the Contractor

4. Under no circumstances may any Provisional Amount, etc. be extended at an amount lower than the amount given in this Bill

Provisional sums will only be used with the prior approval of the Mpumalanga Co-Operative Governance, Human Settlements and Traditional Affairs

Provisional sums will only be used with the prior approval of the Mpumalanga Co-Operative Governance, Human Settlements and Traditional Affairs

BUDGETARY ALLOWANCES

JOJO TANK DEEP CLEANING

1	Allow sum of R 20 000.00 for Jojo Tank deep cleaning and tank stand	SUM
2	Allow for general attendance	SUM
3	Allow for Profit	SUM

STEEL CARPORT STRUCTURE

4	Allow the sum of R 145 000.00 for supply and installation of steel carport structure for 10 vehicles including steel columns, beams, purlins, base plates, IBR roof sheeting, painting and all necessary fixings.	SUM
5	Allow for general attendance	SUM
6	Allow for profit	SUM

WATER PUMP

7	Allow the sum of R 30 000.00 for replacement of water plant including all necessary piping and accessories	SUM
---	--	-----

Carried to Collection

R

Section No. 3
Provisional Sums
Bill No. 1
Provisional Sums

MAINTENANCE OF ENIKWAKUYENGWA TRADITIONAL COUNCIL IN CHIEF
ALBERT LUTHULI LOCAL MUNICIPALITY IN GERT SIBANDE DISTRICT
MUNICIPALITY
COGHSTA-039-26-MP

8	Allow for general attendance			SUM
9	allow for profit			SUM
	<u>ELECTRICAL INSTALLATIONS</u>			
10	Allow the sum of R 120 000. 00 for Electrical Installation rectification			SUM
11	Allow for general attendance			SUM
12	Allow for Profit			SUM
	<u>BUILDERS WORK</u>			
13	Allow the sum of R100 000 for making good work damaged by installation or removal of services			SUM
Carried to Collection				R
Section No. 3				
Provisional Sums				
Bill No. 1				
Provisional Sums				

MAINTENANCE OF ENIKWAKUYENGWA TRADITIONAL COUNCIL IN CHIEF
ALBERT LUTHULI LOCAL MUNICIPALITY IN GERT SIBANDE DISTRICT
MUNICIPALITY
COGHSTA-039-26-MP

Section No. 3

Bill No. 1

Provisional Sums

COLLECTION

Total Brought Forward from Page No.

**Page
No**

Amount

65

66

67

Carried to Final Summary

R

Section No. 3
Provisional Sums
Bill No. 1
Provisional Sums

MAINTENANCE OF ENIKWAKUYENGWA TRADITIONAL COUNCIL IN CHIEF
ALBERT LUTHULI LOCAL MUNICIPALITY IN GERT SIBANDE DISTRICT
MUNICIPALITY
COGHSTA-039-26-MP

Section No	FINAL SUMMARY	Page No	Amount
1	Preliminaries	22	
2	Buildings	64	
3	Provisional Sums	68	
	Sub Total A		R
	<u>COMMUNITY LIASON OFFICER</u>		
	Provide the sum of R 51 000. 00 for the appointment of a community liason officer (R 8 500. 00 X 6 Months)	Item	
	Sub - Total B		R
	<u>CONTINGENCY ALLOWANCE TO THE CONTRACT</u>		
	Allow a percentage of 5% for contingencies allowance to the contract, to be used at the discretion of the Employer and deducted in whole or in part in not required.	Item	
	Sub Total C		R
	ADD Value Added Tax @ 15%		R
	Carried to Form of Tender		R

Application for a Tax Clearance Certificate

Purpose

Select the applicable option Tenders ☐ Good standing ☐

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

Particulars of applicant

[illegible][illegible]

ID/Passport no

 Company/Close Corp. registered no

[illegible]

VAT registration no

4							
---	--	--	--	--	--	--	--

 SDL ref no

L							
---	--	--	--	--	--	--	--

Customs code

 UIF ref no

[illegible][illegible][illegible][illegible]

Particulars of representative (Public Officer/Trustee/Partner)

Surname

[illegible]

ID/Passport no Income Tax ref no

Telephone no

Fax no

[illegible][illegible]

Particulars of tender (If applicable)Tender number Estimated Tender amount R Expected duration of the tender year(s)**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
--------------	----------------	-----------	----------------	------------------	--------

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/agent

Declaration

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

Signature of applicant/Public Officer

Date

Name of applicant/
Public Officer**Notes:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State Institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

SBD4

with any person who is employed by the procuring Institution? **YES/NO**

2.2.1 If so, furnish particulars:

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

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.

² 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.

SBD4

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
.....

Signature

Date

.....

.....

...

Position

Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

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

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	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 or 90 points is allocated for price on the following basis:

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

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

Specific goals	Max Points	Proof Required	Number of points (claimed 80/20 system) (to be completed by the tender)
Black-owned	4 points	CSD	
Woman-owned enterprise	4 points	CSD and or date of birth	
Persons living with Disabilities Attach Proof	3 points	Medical proof	
Military Veterans	2 points	DMV certificate	
Youth-owned enterprise	4 points	CSD and or date of birth	
<u>Locality:</u> Mpumalanga province: 3 Points (Attach Proof of Company Business Address; Business Registration Document or Lease Agreement or PTO With Municipal Account or Water / Electricity Statement of account)	3 points	Attach- Business Registration Document or Lease Agreement or PTO with Municipal Account or Water / Electricity Statement of account)	
Total Points	20 points	Verified through CSD/supporting documents	

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 CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017

promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Local Content Declaration - Summary Schedule

(C1)	Tender No.	
(C2)	Tender description:	
(C3)	Designated product(s)	
(C4)	Tender Authority:	
(C5)	Tendering Entity name:	
(C6)	Tender Exchange Rate:	Pula EU
(C7)	Specified local content %	

Note: VAT to be excluded from all calculations

[illegible]

(C20)	Total tender value
-------	--------------------

Signature of tenderer from Annex B

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

Date: _____

(C25) Average local content % of tender