**T1.1 TENDER DOCUMENT CHECKLIST**

Tenderers must complete this document checklist to ensure that all information is completed in the Tender Document

|  |  |  |  |
| --- | --- | --- | --- |
| ITEMS | |  | CHECKED CONTRACTOR |
| 1) |  | Correct Tender Offer Amount carried Forward to the Form of Offer and Acceptance Page |  |
| 2) |  | All pages requiring signatures signed by the tenderer |  |
| 3) |  | Bill of Quantities |  |
|  | i) | Completed in BLACK INK |  |
|  | ii) | Corrections crossed out and initialled |  |
| 4) |  | All Returnable Documents and Schedules submitted |  |
|  |  | Authority for a Signatory |  |
|  |  | Project References |  |
|  |  | Proposed Key Personnel |  |
|  |  | Schedule of Construction Plant and Equipment |  |
|  |  | Financial References |  |
|  |  | Record of Addenda to Tender Documents |  |
|  |  | Details of Amendments and Qualification |  |
|  |  | Certificate of Tender’s Attendance at the Clarification meeting |  |
|  |  | Completed and Signed Certificate of Independent Bid Determination (SBD9 Form) |  |
|  |  | Occupational Health and Safety Act Plan |  |
|  |  | Joint Venture Disclosure Form |  |
|  |  | Compulsory Declaration of Interest |  |
|  |  | SARS Tax Clearance |  |
|  |  | Proof of CSD registration |  |
|  |  | BBBEE Validation |  |
|  |  | CIDB Certificate |  |

**TENDER DOCUMENT CHECKLIST**

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | Proposed Methodology And schedule of works programme |  |
|  |  | Completed and signed Declaration of Interest (SBD4) |  |
|  |  | Form of Offer and Acceptance |  |
|  |  | Contract Data: C1.2.D (TENDERER’S SELECTION) to be completed by the Tenderer |  |
|  |  | Construction Guarantee (Letter of Intent |  |
|  |  | Completed and priced bill |  |
|  |  | Letter from an electrical sub- contractor, or in their letterhead, confirming their intention to work with the main contractor on this project |  |
|  |  | Proof of purchase of the tender document |  |
|  |  | Schedule of Materials as Extracted from part C4.3 |  |

**T1.1 TENDER NOTICE AND INVITATION TO TENDER**

**THE SOUTH AFRICAN REVENUE SERVICE (SARS) INVITES QUALIFIED SERVICE PROVIDERS CONSTRUCTION OF A RAMP, GEN-SET AND THE INSTALLATION OF ELECTRICITY AT MTHATHA SARS BRANCH**

1.1.1 It is required that bidders having a CIDB Contractor grading designation of 2GB or 2SL (General Building/Specialist Works) or higher that satisfy the criteria stated in the Tender document may Submit tender offers.

1.1.2 RFP documents will only be available for download from the SARS website (www.sars.gov.za). RFP documents will not be available in hardcopy from the SARS Procurement Centre. Bidders may send all clarifications questions to SARS in writing addressed to E-mail: [tenderoffice@sars.gov.za](mailto:tenderoffice@sars.gov.za) or contact Tender Office on (012) 422 6821.

.

The following conditions will apply to the submission of bid documents:

1. All proposals must be submitted in original an hard copy format in accordance with the instructions contained in the RFP Pack;
2. Proposals documents may either be posted to the Tender Office - SARS Procurement Department, Linton House, 570 Fehrsen Street, Brooklyn Bridge, Brooklyn, Pretoria, 0181 OR placed in the tender box at the main entrance at the aforesaid address;
3. Bid documents will only be considered if received by SARS at the correct address on or before the closing date and time; regardless of the method used; and
4. Late bids will not be accepted.

Prospective Bidders must check the SARS website for any updates to the RFP documents. All awarded tenders will be published on the SARS website.

**COMPULSORY BRIEFING SESSION DETAILS**

|  |  |
| --- | --- |
| **DESCRIPTION** | **RFP 13/2016 B** |
| **DATE** | 05 JULY 2016 |
| **TIME** | 13:00 |
| **VENUE** | SARS Mthatha Branch  N2 Hillcrest Shopping Centre, Corner Durban Road & John Beer Drive, Hillcrest, Mthatha |

**T1.2: TENDER DATA**

The conditions of tender are standard conditions of Tender of the CIDB standard for uniformity in Construction Production, Board Notice 12 of 2009, as published in Government Gazette No 21823 of January 2009 including amendments thereto. (See [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make 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 Standard Conditions of Tender.

Each item of data given below is cross referenced to the clause in the standard conditions of Tender which it may apply.

|  |  |
| --- | --- |
| **Clause number** | **Tender Data** |
| F.1.1 | The employer is: **SOUTH AFRICAN REVENUE SERVICE** |
| F.1.2 | The tender Documents issued by the employer Comprise of the following documents:  **THE TENDER**  **Part T1: Tendering Procedures**  Tender Document Checklist  T1.1 - Tender Notice and invitation to tender  T1.2 - Tender data  **Part T2: Returnable Documents**  T2.1 - List of returnable documents  T2.2 - Returnable Documents and schedules  C1.1 - Form of offer and acceptance  C1.2 - Agreement and Contract Data (C1.2.D – Tender’s Selection)  C1.3 -Construction Guarantee (Pro- Forma)  C2.2 - Priced Bill of Quantities  **THE CONTRACT**  **Part C1: Agreements and Contract data**  C1.2 - Agreement, Contract Data (C.1.2.A-C): Data provided by the employer  C1.3 - Construction Guarantee  **Part C2: Pricing Data**  C2.1 - Pricing Instructions  C2.2 - Bills of Quantities  **Part C3: Scope of works**  C3.1 - General  C3.2 - The extent/ scope of the works  **Part C4: Site Information and Appendices**  C4.1 - General Technical Specification for Electrical Installations  C4.2 - Detailed Technical Specifications Fire Protection Installations  C4.3 - Occupational Health and Safety Specification  C4.4 - Monthly Contractor’s Report Pro-Forma  C4.5 - Model Preambles for Trades 2008  C4.6 - Drawings  C4.6.1- Architectural Drawings  C4.6.2- Structural engineering Drawings  C4.6.3- Civil Engineering Drawings  C4.6.4- Electrical/Electronic Engineering Drawings  C4.6.5- Fire Engineering Services Drawings |
| F.2.1 | The Following Tenderers who are registered with the CIDB, or are capable of being registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:  Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) OR 25(7A) of the Construction Industry Development Regulation for a 2GB or 2SL class of construction work. Contractors who have not been prohibited from doing business with the state or contractors who have not been blacklisted by the state.  **Joint ventures are eligible to submit tenders provided that:**  every member of the joint venture is registered with the CIDB; the lead partner has a contractor grading designated in the 2GB or 2SL or higher class of construction work; and the combined contractor designation calculated in accordance with the Construction Industry Development Regulations is equal or higher than a contractor grading designation determined in accordance with the sum tendered for 2GB or 2SL class of construction work or a value determined in accordance with regulation 25 (1B) or 15 (7A) of the Construction Industry Development Regulations. |
| F.2.7 | 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. |
| F.2.13.1 | Return all returnable documents to the employer after completing them in their entirely, as an original hard copy. Refer to Item 4 of Tender Document Checklist above |
| F.2.13.2 | The employer’s details and address for delivery of tender offers and identification |
| F.2.13.3 | Telephonic, telegraphic, telex, facsimile or e- mailed tender offers will not be accepted |
| F.2.14 | The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender |
| F2.14.1. | Details that are to be shown on each tender offer package are:  **Location of tender Box:**  South African Revenue Services  **Physical address:**  Linton House Ground Floor  Brooklyn Bridge Office Park  570 Fehrsen Street  Brooklyn, Pretoria  **Identification details**  **Reference no. RFP 13/2016 B**  **Tittle of tender**:  **Reference no. RFP 13/2016 A and RFP 13/2016 B**  **THE SOUTH AFRICAN REVENUE SERVICE (SARS) INVITES QUALIFIED SERVICE PROVIDERS FOR THE CONSTRUCTION OF A RAMP, GEN-SET AND THE INSTALLATION OF ELECTRICITY AT** **MTHATHA SARS BRANCH**  **The Closing date: 25 July 2016**  **The Closing Time: 11:00 AM** |
| F.2.16 | The tender offer validity period is 24 calendar weeks **(180 days)** |
| F.2.17 | The tenderer shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the Works together with the satisfactory evidence that such staff members satisfy the eligibility requirements |
| F.2.18 | Access shall be provided for the following inspections, tests and analysis: |
| F.2.19 | The tenderer is required to submit with this tender a letter of intent from an approved insurer undertaking to provide the Construction Guarantee in the prescribed format included in Part C 1.3 of this procurement document. |
| F.3.1.1 | Working days shall be as per normal week Monday to Friday between hours of 08h00 and 17h00 and shall exclude all gazetted public holidays |
| F.3.2 | Change “seven days” to “ seven working days” |
| F.3.3 | Tenders will be opened immediately after closing time for tenders at 11h00 hours. |
| F.3.6 | The procedure for evaluation of responsive tenders  Method 2 (Functionality, Price and Preference).  The financial offer will be scored using the following formulas depending on the tender value. A maximum of 80 or 90 points is allocated for price on the following basis  80/20 or 90/10  or  Where  Ps = Points scored for comparative price of bid under consideration  Pt = Comparative price of bid under consideration  Pmin = Comparative price lowest acceptable bid  Note   * The 80/20 system for requirements with a rand value of up to R1 000 000 (all applicable taxes included); and * The 90/10 system for requirements with a Rand Value above R1 000 000 (all applicable taxes included).   The value of this bid is estimated NOT to exceed R1 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.   1. Points Awarded for B-BBEE Status level of contribution   In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:   |  |  |  | | --- | --- | --- | | B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) | | 1 | 10 | 20 | | 2 | 9 | 18 | | 3 | 8 | 16 | | 4 | 5 | 12 | | 5 | 4 | 8 | | 6 | 3 | 6 | | 7 | 2 | 4 | | 8 | 1 | 2 | | Non- compliant contributor | 0 | 0 |   Note:  Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet prerequisite for the IRBA’s approval for the purpose of conducting verification and issuing EME’s with B-BBEE Status Level Certificates.  SARS will accept Affidavits from EME’s and QSE’s, B-BBEE Certificate issued on the revised B-BBEE Codes  Bidders other than EME’s must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B- BBEE rating issued by a Registered Auditor Approved by IRBA or a Verification Agency accredited by SANAS.  A trust, consortium or Joint venture, will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B- BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.  Tertiary institutions and public entities will be requires to submit their B- BBEE statue=s level certificates in terms of the specialized scorecard contained in the B- BBEE Codes of Good Practice  A person will not be awarded this points for B- BBEE Status level if it is indicated in the bid documents that such bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless intended sub- contractor is an EME that has a capability and ability to execute the sub- contract.  A person awarded a contract may not sub- contract more than 25% of the value of the contract other enterprise that does not have an equal or higher B-BBEE status level than the person concerned , unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract  Technical criteria and maximum score in respect of each criterion  Tenderers are advised such that a minimum of 65% score will have to be achieved on the technical criteria before a tender can qualify for the next step of evaluation, i.e. price and preference. The technical criteria and maximum score in respect of each of the criteria are as follows:   |  |  |  | | --- | --- | --- | | Description | Weighting | Score | | Program of works |  | 20 | | Score the time duration indicated in the contractor’s main program |  |  | | Integrity of contractors proposed project milestones (Bidder to attach a proposed project plan. |  | 20 | | Is the proposed site establishments/ hand over date and practical completion/works completion dates clearly indicated (yes/No) |  |  | | Is the new steel walk-way establishment/ building program clearly indicated? (Yes/ No) |  |  | | Is the pathway linking to the steel walkway indicated (Yes/No) |  |  | | Is the electrical & building works of the generator room clearly indicated (Yes/ No) |  |  | | Is the electrical reticulation at the parking area clearly indicated (Yes/No) |  |  | | Reference checks |  |  | | Reference one: |  | 16 | | Project of a nature that indicates large scale construction works of similar nature size or larger? (Yes/No).   * Similar nature meaning steel works and/ramps. |  |  | | The value of the referenced Project was clearly indicated (Yes/ No) |  |  | | Proper contact names for verifying references were supplied with proper contact information (telephone number (office and cellular phone number) or email addresses/ etc. (Yes/ No):   * Name of company * Name of person * Telephone of contact person * E-mail address. |  |  | | Photograph(s) indicating the scale of the project and the type of building works done were supplied (Yes/No) |  |  | | Reference two: |  | 16 | | Project of a nature that indicates large scale construction works of similar nature size or larger? (Yes/No).   * Similar nature meaning steel works and/ramps. |  |  | | The value of the referenced Project was clearly indicated (Yes/ No) |  |  | | Proper contact names for verifying references were supplied with proper contact information (telephone number (office and cellular phone number) or email addresses/ etc. (Yes/ No):   * Name of company * Name of person * Telephone of contact person * E-mail address. |  |  | | Photograph(s) indicating the scale of the project and the type of building works done were supplied (Yes/No |  |  | | Reference three: |  | 16 | | Project of a nature that indicates large scale construction works of similar nature size or larger? (Yes/No).   * Similar nature meaning steel works and/ramps. |  |  | | The value of the referenced Project was clearly indicated (Yes/ No) |  |  | | Proper contact names for verifying references were supplied with proper contact information (telephone number (office and cellular phone number) or email addresses/ etc. (Yes/ No):   * Name of company * Name of person * Telephone of contact person * E-mail address. |  |  | | Photograph(s) indicating the scale of the project and the type of building works done were supplied (Yes/No) |  |  | | Health and safety Plan |  | 12 | | Has proper Health and Safety Plan been Provided? (Yes/ No) |  |  | | Does the Health and Safety Plan speak to the specifics of this project? (A generic copy and paste type H&S Plan is not permitted) |  |  | | TOTAL POINTS COMBINED |  | 100 | |
| F.3.7 | Refer to F3.6 above |
| F.3.8 | Tender offers will only be accepted if the Tenderer has submitted the following and the conditions are met:   1. Valid original SARS Tax Clearance Certificate 2. Proof of CSD registration 3. Minimum required CIDB Grading of 2GB or 2SL or Higher; 4. Signed attendance register to the Mandatory Briefing Session 5. Completed and Signed Declaration of Interest Register 6. Authority of lead Partner to sign the documents for JVs (Where applicable). 7. Completed and Signed Form of Offer; 8. Signed letter of intent to enter into a Joint Venture, Consortium or to subcontract (Where Applicable); 9. Completed and Priced bill of quantities in clear legible permanent ink and, 10. Completed and Signed Certificate of Independent Bid Determination (SBD9 form |
| F.3.9. | 1. The number of paper copies of the signed contract to be provided by the employer is one copy. |

**PART T2: RETURNABLE DOCUMENTS**

**T 2.1 – LIST OF RETURNABLE DOCUMENTS**

*The tenderer must complete and submit the following returnable.*

* + 1. **Returnable Documents and Schedules required for Tender evaluation purposes**

1. Respondents Information Sheet
2. Project Preferences
3. Proposed Key Personnel
4. Schedule of Construction Plant and Equipment
5. Financial References
6. Amendments and Qualifications by Tenderer
   * 1. Returnable Documents and Schedules to be incorporated in the contract
7. Authority for signatory
8. Original Valid Tax clearance certificate, BBEEE Validation Certificate,
9. CIDB Certificate
10. CSD proof of registration
11. Proposed Schedule of Works/ Programme
12. Record of Addenda to Tender Documents
13. Occupational Health and Safety Act Plan
14. Joint Venture Disclosure Form
15. Compulsory Declaration of Interest From
16. Completed and Signed SBD 6.1 Forms
17. Completed and signed 8 Forms
18. Completed and Signed SDB 9 Forms

C.1.1. Form of offer and Acceptance

C.1.2. Contract Data (D- Tenders Selection)

C.1.3. Construction Guarantee (Pro – Forma)

**Returnable Documents and Schedules Required for Tender Evaluation Purposes**

**T2.1.1 (a) RESPONDENTS INFORMATION SHEET**

*This form must be filled in all by all respondents to the tender. Tenderers to make sure that this page becomes Page 2 of their submission, to be after the cover page*

|  |  |
| --- | --- |
| Reference No. | **RFP 13/2016 B** |
| Description of Proposal | THE SOUTH AFRICAN REVENUE SERVICE (SARS) INVITES QUALIFIED SERVICE PROVIDERS FOR THE CONSTRUCTION OF A RAMP, GEN-SET AND THE INSTALLATION OF ELECTRICITY AT MTHATHA SARS BRANCH |

|  |  |
| --- | --- |
| **Name of Organisation/ Joint Venture/ Consortium** |  |
|  |
| **Physical Address** |  |
|  |
|  |
| **Postal Address** |  |
|  |
|  |
| **Contact Name** |  |
| **Telephone Number** |  |
| **Fax Number** |  |
| **Cell Number** |  |
| **Email Address** |  |

**T2.1.1 (b) PROJECT REFERENCES**

This information is important for the technical criteria scoring which is a prerequisite for a tenderer to qualify for evaluation (price and preference points). Tenderers are therefore advised to attach the following information to this page;

1. Information on three previous projects executed and completed by the tenderer
2. This information has to clearly displays the following;
3. That each of the projects is of a nature that indicates large scale construction works of similar size or larger to proposed warehouse
4. The value of the project
5. Proper contact names for verifying references and proper contact information (telephone number or email address/ etc.).
6. Photograph(s) indicating the scale of the project and the type of building works done

**T2.1.1 (c) Proposed Key Personnel**

The tenderer shall list below the key personnel (including nominee and the second choice alternate) whom he proposes to employ on the contract should his offer be accepted, both at his headquarters and on site, to direct and for execution of the work, together with their qualifications, experience, positions held and their nationalities.

|  |  |  |  |
| --- | --- | --- | --- |
| **LOCATION** | **DESIGNATION** | **NAME AND NATIONALITY OF:**   1. **NOMINEE** 2. **ALTERNATE** | **SUMMARY OF QUALIFICATIONS, EXPERIENCE AND PRESENT OCCUPATION** |
| **HEAD OFFICE** | Partner/ director |  |  |
| Project Manager |  |  |
| Other key Staff (give designation) |  |  |
| **SITE BASED** | Site agent/ Engineer |  |  |
|  | Site Supervisor/ construction foreman |  |  |
|  | Health and Safety officer |  |  |
|  | Environmentalist (Where required) |  |  |
|  | Construction Supervisor (Give Designation) |  |  |
|  | Other Key staff (Give designation) |  |  |

SIGNATURE: Date: ……………………….

*(Of person authorised to sign on behalf of the tenderer)*

**T2.1.1 (d) Proposed Plant and Equipment**

The tenderer shall state below the construction Plant that will be available for the work should they be awarded the contract.

The following are a list of major construction Plant and Equipment that I/ We Presently own or lease and will have available for this contract should my/ our tender be accepted.

1. Details of major equipment that is owned by me/ us and immediately available for this contract:

|  |  |  |
| --- | --- | --- |
| Description (type, size capacity etc) | Quantity | Year of Manufacture |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

*Attach additional pages if more is required. Proof of ownership to be attached.*

**T2.1.1 (e) Financial References**

**Financial Statements**

The bidder to supply SARS with audited or reviewed financial statements for the past 3 (Three) financial years. The Financial Statements must be submitted in the name of the company that tenders.

Details of Company’s Bank

I/ We hereby authorise the employer/ principal agent to approach all or any of the following banks for the purposes of obtaining a financial reference:

|  |  |
| --- | --- |
| DESCRIPTION OF BANK DETAIL | BANK DETAILS APPLICABLE TO TENDER’S HEAD OFFICE |
| Name of Bank |  |
| Branch Name |  |
| Branch Code |  |
| Street Address |  |
| Postal Address |  |
| Name of Manager |  |
| Telephone Number | ( ) |
| Fax Number | ( ) |
| Account Number |  |

SIGNATURE DATE: ………………………

*(Of person authorised to sign on behalf of the tenderer)*

**T2.1.1 (f) Details of Amendments and Qualifications**

**AMENDMENTS AND QUALIFICATIONS**

I/ We herewith propose the amendments and discounts as set out in the tables below

1. **AMENDMENTS**

|  |  |
| --- | --- |
| **PAGE, CLAUSE OR ITEM NO** | **PROPOSED AMENDMENT** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

*[NOTES: (1) Amendments to the contract data are not acceptable*

*(2) The tenderer must give full details of all the financial implications*

*Of the amendments and qualifications in a covering letter*

*Attached to this tender]*

1. ALTERNATIVES

|  |  |
| --- | --- |
| **PROPOSED ALTERNATIVE** | **DESCRIPTION OF ALTERNATIVE** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

*[notes: (1) Individual alternative items that do not justify and alternative tender,*

*And an alternative offer for time of completion should be listed here*

*(2) In the case of a major alternative to any part of the work, a separate*

*Bill of Quantities, Programme, etc, and detailed statement setting*

*Out the salient features of the proposed alternatives must accompany*

*The tender]*

1. **DISCOUNTS**

|  |  |
| --- | --- |
| ITEM ON WHICH DISCOUNT IS OFFERED | DESCRIPTION OF DISCOUNT OFFERED |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

*[Note: The tenderer must give full details of the discounts offered in covering letter attached to this tender, failing which the alternative offer will be prejudiced]*

SIGNATURE: DATE: ………………………..

*(Of person authorised to sign on behalf of the tenderer)*

**Returnable Document and Schedules to be incorporated in the Contract**

**T2.1.2 (a) FORM A: Authority for Signatory**

Indicate the status of the tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| A  Company | B  Partnership | C  Joint Venture | D  Sole Proprietor | E  Close Corporation |
|  |  |  |  |  |

1. **Certificate for Company**

I, …………………………………………………………………………….., chairperson of the board of ……………………………………………………………………………,

Hereby confirm that by resolution the board (copy attached) taken on

……………………………………….. 20……….. , Mr/ Ms ……………………………..

Acting in the capacity of ……………………………………..., was authorised to sign all documents in connection with this tender for RFP 13/2016 and any contract resulting from it on behalf of the company

As witness

1. …………………………….. Chairman: …………………….
2. …………………………….. Date: ……………………….....
3. **Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as ……………

…………………………………………………………………………, hereby authorise

Mr/ Ms ……………………………………………, acting in the capacity of……………

…………………………………, to sign all the documents in connection with this tender for Reference No : RFP 13/2016 B and any contract resulting from it on our behalf.

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Address | Signature | Date |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

*Note: this certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the partnership as a whole.*

**T2.1.2 (b) Original valid SARS Tax Compliance, B-BBEE Validation and CIDB Certificates**

The tenderer shall attach to this page a valid and original valid SARS Tax Compliance Certificate.

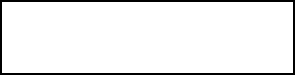
1. …………………………………………………………………………………………………..

Original and Valid Certificate attached

The Tenderer shall attach to this page a certified copy of the BBBEE Validation Certification issued by an accredited Verification Agency and/ or financial statement in case of an EME/ SMME.

In a case of joint Ventures (JV) or Consortium, consolidated BBBEE Certificate must be attached.

1. …………………………………………………………………………………………………

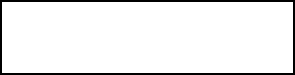


The tenderer shall attach to this page a copy of their CIDB Registration Certificate.

In a case of Joint Ventures (JV) each JV partner must submit their CIDB Registration Certificate

1. …………………………………………………………………………………………………

Copy attached



………………………………………….. ………………………………..

Signature Date

(Of person authorised to sign on behalf of the tenderer)

**T2.1.2 (c) Proposed Methodology, Resources Schedule and Works Programme**

The tenderer shall attach hereto the anticipated construction sequence or methodology both in a narrative form and MS Projects programme form, clearly showing activities especially those that are in the critical path, and specifically the following;

1. The proposed construction period
2. The proposed site establishment after handing over of the site
3. Proposed practical completion date
4. New construction
5. Electrical first fix

The program shall clearly indicate the lead times for materials ordering and delivering and any other key dates also showing the critical path activities

**T2.1.2 (d) Record of Addenda to Tender Documents**

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

|  |  |  |
| --- | --- | --- |
| **No** | **Date** | **Title or Details** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |
| 6 |  |  |
| 7 |  |  |
| 8 |  |  |

Attach additional pages if more space is required.

Signed: ……………………………………………. Date: …………………………………..

Name: ……………………………………………... Position: ………………………………

SIGNATURE: …………………………………….. Date: …………………………………..

(Of person authorised to sign on behalf of the tenderer)

**T2.1.2 (e) Occupational Health and Safety Act Specifications & Plan**

**OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION FOR CONSTRUCTION**

The contractor shall submit a Health & Safety Plan, among others clearly showing the following as required by the specifications appended to this tender.

|  |  |  |  |
| --- | --- | --- | --- |
| **OHSS Item No.** | **OHSS Requirement** | **OHSA Requirement** | **Submission** |
| CEO assignee | A competent person to assist with safe supervision of the scope of works | Section 16. (2) | Legal appointment as per regulations |
| 2.3.2 | Appointment of a person responsible for construction work | Construction regulation 6.(1) | Legal appointment as per regulations. |
| 2.3.3. | Competency for Responsible Person | OHASA requirement | Proof of competency as per Construction regulation definition |
| 2.3.4 | Compensation of Occupational Injuries and Diseases Act (COIDA) 130 OF 1993 | COIDA requirement | A valid letter of Good standing |
| 2.3.5 | Occupational Health and Safety Policy | S7/ SARS Requirement | Document to be signed by the Principal Contractors CEO |
| 2.3.6 | Appointment of a Health and Safety officer | Construction regulation 6.(6) | Legal appointment as per regulations |
| 2.3.7 | Designers Hazard Identification and Risk Assessment | SARS Requirement | The designers HIRA signed by Contractors Responsible Person 16. (2) |
| **Abbreviations:**  **CR:** Construction Regulations **GSR:** General Safety Regulation  **GAR**: General Administrative Regulations **GMR:** General Machinery Regulations  **S**:Sectionof the Occupation Health and Safety Act 85 of 1993 | | | |
| **Acknowledgement:**  **I,** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Representing**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Contractor/ Agent have satisfied myself with the content of the occupational Health and Safety Specification (OHSS) and shall ensure that the contractor and his/ her personnel comply with all relevant obligations in respect thereof. I furthermore have fully included in my tendered rates and prices (in the appropriate payment items provided in the schedule of Quantities/0 for all resource, actions, training and any other costs required for the due fulfilment of the OHS Act 85 of 1993 for the duration of the construction and defects repair period.**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Signature of Contractor Date**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Signature of Agent Date** | | | |
| **Comments:** | | | |

**T2.1.2 (f) Joint Venture Disclosure Form**

**EMPLOYER : THE SOUTH AFRICAN REVENUE SERVICE**

**CONTRACT DESCRIPTION : THE SOUTH AFRICAN REVENUE SERVICE (SARS) INVITES QUALIFIED SERVICE PROVIDERS FOR THE CONSTRUCTION OF A RAMP, GEN-SET AND THE INSTALLATION OF ELECTRICITY AT MTHATHA SARS BRANCH**

**REFERENCE NO : RFP 13/ 2016 B**

**Note:**

1. This form needs not to be completed for Joint Ventures which have enterprise partners.
2. All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be attached.
3. A copy of the joint venture agreement must be attached to this form. In order to demonstrate the enterprise partner’s share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
4. The contributions of capital and equipment
5. Work items to be performed by each enterprise partners’ own forces
6. The commitments of management, supervisory and operative personnel employed by the each enterprise partner to be dedicated to the performance of the contract.
7. Copies of all written agreements between partners concerning 6the contract must be attached to this form including those which relate to ownership options and to restrictions/ limits regarding ownership and control.
8. Each enterprise partners must each complete an Enterprise Declaration Affidavits.

Joint Venture Particulars

NAME : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Postal address : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physical address : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**IDENTITY OF EACH ENTERPRISE PARTNER**

**NAME :** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Postal address :** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Physical address :** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Telephone :** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contact Person :** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NAME :** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Postal address :** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Physical address :** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Telephone :** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contact Person :** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NAME :** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Postal address :** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Physical address :** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Telephone :** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contact Person :** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**OWNERSHIP OF THE JOINT VENTURE**

1. Percentage ownership

In respect of : Enterprises ……………….% Enterprises ……………%

1. Profit and Loss sharing : Enterprises ……………….% Enterprises ……………%
2. Initial Capital Contribution : Enterprises R………………Enterprises R……………
3. On – Going Capital : Enterprises R……………. Enterprises R……………

Contribution

1. Major Plant and : Enterprises Enterprise

Equipment Contribution

……………………………… ……………………………

……………………………… ……………………………

……………………………… ……………………………

**RECENT CONTRACTS EXECUTED BY PATNERS IN THEIR OWN RIGHT OR AS PARTNERS IN OTHER JPINT VENTURES**

1. : …………………………………………………………………………………………..
2. : …………………………………………………………………………………………..
3. : …………………………………………………………………………………………..
4. : …………………………………………………………………………………………..
5. : …………………………………………………………………………………………..

**CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be responsible for, and have authority to engage in the relevant management functions and policy and decision making indicating any limitations in their authority e.g. co- signature requirement and rand limits)

(Continue on the next page)

**CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is Structured and controlled

|  |
| --- |
|  |
|  |
|  |

The undersigned warrants that he/ she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of the Joint Venture and the intended participation of each partner in the undertake.

The undersigned further covenants and agrees to provide the employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the employer.

Signature : ……………………………………………………

Name : ……………………………………………………

Duly authorised to sign on behalf of : ……………………………………………………

Address : ……………………………………………………

Telephone : ……………………………………………………

Fax : ……………………………………………………

Date : ……………………………………………………

**T2.1.2 (g) Compulsory Declaration of Interest Form**

**SBD 4**

**DECLRATION OF INTEREST**

Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to

¹“State” means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

(b) any municipality or municipal entity;

(c) provincial legislature;

(d) national Assembly or the national Council of provinces; or

(e) Parliament.

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

2.7 Are you or any person connected with the bidder **YES / NO**

presently employed by the state?

* + 1. If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ……....………………………………

Name of state institution at which you or the person

connected to the bidder is employed : ………………………………………

Position occupied in the state institution: ………………………………………

Any other particulars:

………………………………………………………………

………………………………………………………………

………………………………………………………………

* + 1. If you are presently employed by the state, did you obtain **YES / NO**

the appropriate authority to undertake remunerative

work outside employment in the public sector?

* + - 1. If yes, did you attached proof of such authority to the bid **YES / NO**

document?

(Note: Failure to submit proof of such authority, where

applicable, may result in the disqualification of the bid.

* + - 1. If no, furnish reasons for non-submission of such proof:

…………………………………………………………………….

…………………………………………………………………….

…………………………………………………………………….

* 1. Did you or your spouse, or any of the company’s directors / **YES / NO**

trustees / shareholders / members or their spouses conduct

business with the state in the previous twelve months?

* + 1. If so, furnish particulars:

…………………………………………………………………..

…………………………………………………………………..

…………………………………………………………………...

* 1. Do you, or any person connected with the bidder, have **YES / NO**

any relationship (family, friend, other) with a person

employed by thestate and who may be involved with

the evaluation and or adjudication of this bid?

2.9.1If so, furnish particulars.

……………………………………………………………...

…………………………………………………………..….

………………………………………………………………

2.10 Are you, or any person connected with the bidder, **YES/NO**

aware of any relationship (family, friend, other) between

any other bidder and any person employed by the state

who may be involved with the evaluation and or adjudication

of this bid?

2.10.1 If so, furnish particulars**.**

………………………………………………………………

………………………………………………………………

………………………………………………………………

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**

of the company have any interest in any other related companies

whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

…………………………………………………………………………….

…………………………………………………………………………….

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Full Name** | **Identity Number** | **Personal Tax Reference Number** | **State Employee Number / Persal Number** |
|  |  |  |  |
|  |  |  |  |
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|  |  |  |  |

# 4 DECLARATION

I,THE UNDERSIGNED (NAME)………………………………………………………………………

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………….. ..……………………………………………

Signature Date

…………………………………. ………………………………………………

Position Name of bidder

February 2016

**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

1. **GENERAL CONDITIONS**
   1. The following preference point systems are applicable to all bids:

* the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
* the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).
  1. The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the……………………system shall be applicable.
  2. Preference points for this bid shall be awarded for:

1. Price; and
2. B-BBEE Status Level of Contribution.

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

**POINTS**

**1.3.1.1 PRICE** …………..

**1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION** …………...

**Total points for Price and B-BBEE must not exceed** **100**

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

1. **DEFINITIONS**
2. **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies
3. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad – Black Based Economic Empowerment Act
4. **“B- BBEE Status level of Contributor”** means the N- BBEE status received by measured entity based on its overall performance using the relevant scorecard contained in the codes of Good Practice on Black Economic Empowerment, Issued in terms of section 9(1) of the Broad- Based Black Economic Empowerment Act;
5. **“bid”** means a written offer in prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposal;
6. **“Broad- Based Black Economic Empowerment Act”** means the Broad- Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
7. **“comparative price”** means the price after the factors of a non- firm price and all unconditional discounts that can be utilised have been taken into consideration;
8. **“consortium of joint venture”** means an association of person for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
9. **“Contract”** means the agreement that result from the acceptance of a bid by an organ of state
10. **“EME”** means any enterprise with an annual total revenue of R5 million or less.
11. **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any, or the rendering costs of any service, for the execution of the contract;
12. **“ Functionality”** means the measurement according the predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
13. **“non- firm prices”** means all prices other than “ firm” prices;
14. **“person”** includes a juristic person;
15. **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
16. **sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
17. **“total revenue”** bears the same meaning assigned to this expression on the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad- Based Black Economic Empowerment Act and promulgated in the government gazette on 9 February 2007;
18. **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
19. **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person
20. **ADJUDICATION USING A POINT SYSTEM**
    1. The bidder obtaining the highest number of total points will be awarded the contract
    2. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non- firm prices and all unconditional discounts;
    3. Points scored must be rounded off to the nearest 2 decimal places.
    4. In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B- BBEE.
    5. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality
    6. Should two or more bids equal in all respects, the award shall be decided by the drawing of lots
21. **POINTS AWARDED FOR PRICE**
    1. **THE 80/ 20 OR 90/10 PREFENCE POINTS POINT SYSTEMS**

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

**80/20** or **90/10**

or

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price lowest acceptable bid

1. Points Awarded for B-BBEE Status level of contribution
   1. In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

|  |  |  |
| --- | --- | --- |
| **B-BBEE Status Level of Contributor** | **Number of points (90/10 system)** | **Number of points (80/20 system)** |
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 8 | 16 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non- compliant contributor | 0 | 0 |

* 1. Bidders who qualify as EMEs in terms ofthe B- BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a verification Agency accredited by SANAS or a registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B- BBEE Status Level Certificates
  2. Bidders other than EMEs must submit their original and valid B- BBEE status level verification certificate or a certified copy thereof, substantiating their B- BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
  3. A trust, consortium of joint venture, will qualify for points for the B- BBEE status level as a legal entity, provided that the entity submits their B- BBEE status level certificate.
  4. A trust, consortium or joint venture will qualify for points for their B- BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B- BBEE scorecard as if they were a group structure and that such a consolidated B- BBEE scorecard is prepared for every separate bid
  5. Tertiary institution and public entities will be required to submit B-BBEE status level certificates in terms of the specialized scorecard contained in the B- BBEE Codes of Good Practice.
  6. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub- contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub- contractor is an EME that has the capability and ability to execute the sub- contract.
  7. A person awarded a contract may not sub-contract more than 25% of the value of the contract other enterprise that does have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub- contracted to an EME that has the capability and ability to execute the suc- contract

1. **BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

7.1 B-BBEE Status Level of Contribution: …………. = ……………(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

**8 SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? ............……………….…%

(ii) the name of the sub-contractor? …………………………………………………………..

(iii) the B-BBEE status level of the sub-contractor? ……………..

(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

**9** **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm :

9.2 VAT registration number :

9.3 Company registration number ……………………………………………………………………. :

9.4TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[Tick applicable box]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

…………..

…………………..

……………..

9.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[Tick applicable box]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct;

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

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

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

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

1. restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
2. forward the matter for criminal prosecution

**WITNESSES:**

……………………………………………………….

SIGNATURES(S) OF BIDDER(S)

1. ………………………………

1. ………………………………………

DATE:………………………………..

ADDRESS :…………………………..

….………………………………

……………………………………….

**SBD 8**

**T 2.1.1(I) DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have

a. abused the institution’s supply chain management system;

b. committed fraud or any other improper conduct in relation to such system; or

c. failed to perform on any previous contract.

**4 In order to give effect to the above, thefollowing questionnaire must be completed and submitted with the bid**

|  |  |  |  |
| --- | --- | --- | --- |
| **item** | **Question** | **Yes** | **No** |
| **4.1** | Is the bidder or any of its directors listed on the National Treasury’s database as companies or persons prohibited from doing business with the public sector?  **(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).**  The Database of Restricted Suppliers now resides on the national Treasury Website **(**[**www.treasury.gov.za**](http://www.treasury.gov.za)**)** and can be accessed by clicking on its link at the bottom of the home page | YES | NO |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaultersin terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  **To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.** | YES | NO |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3. | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? | YES | NO |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4. | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | YES | NO |
| 4.4.1 | If so, furnish particulars: | | |

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME)…………………………………………………**

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

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

**………………………………………... …………………………..**

**Signature Date**

**………………………………………. …………………………..**

**Position Name of Bidder**

**SBD 9**

**T 2.1.2 (J) CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

1. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to preventany form of bid-rigging.
2. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

**SBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Institution)

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

I certify, on behalfof:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

**SBD 9**

1. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;

(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

1. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
2. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
3. prices;
4. geographical area where product or service will be rendered (market allocation)

(c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

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

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

**SBD 9**

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

………………………………………………… …………………………………..

Signature Date

…………………………………………………. …………………………………

Position Name of Bidder

**C1.1Form of Offer and Acceptance**

|  |
| --- |
| **Offer**  The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **THE CONSTRUCTION OF A RAMP, GEN-SET AND THE INSTALLATION OF ELECTRICITY**  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 authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.  **FIXED PRICE OFFER:THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:**  R (in words) ………………………………………………………………………………………………………….......  ……………………………………………………………………………………………………………… R (in figures) ………………………………………………………………………………………………  **The offered cost parameters to provide the works, exclusive of value added tax are set in the contract data. The offered staff rates to perform the services, exclusive of value added tax are as set out in the pricing schedule. The offered prices are as stated in the pricing schedule**  This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the **contractor** in the conditions of contract identified in the contract data.  Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Capacity \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **for the tenderer**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ( insert Name and address of organization)  Name and  signature  of witness . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . DATE. . . . . . . . . . . . . . . . . . . . . . .  **Acceptance**  By signing this part of this form of offer and acceptance, the employer identified belowaccepts 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 agreement)  Part C2: Pricing data  Part C3: Scope of work.  Part C4: Site information  and drawings and documents or parts thereof, which may be incorporated by reference into above listed parts  Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.  Deviations from and amendments to the draft contract 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 From 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 after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer’s agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.  Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (**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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Capacity \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **for the tenderer**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ( insert Name and address of organization)  Name and  signature  of witness . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . DATE. . . . . . . . . . . . . . . . . .  Name(s) …………………………………………………. ……………………………………….  Capacity …………………………………………………. ……………………………………….  For the Contractor ……………………………………… ……………………………………….  Name and signature of witness Date  ……………………………………………………………. ………………………………………  **Schedule of Deviations**  1 Subject \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Details: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  2 Subject: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Details: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Subject:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Details: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   1. Subject: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Details:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   1. Subject:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Details: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the tender 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 authorized 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.  Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Capacity \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **for the employer** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ( insert Name and address of organization) Date  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name and signature of witness  Name(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Capacity \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  For the Contractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name and signature of witness Date |

**CONTRACT DATA**

**C.1.2 : CONTRACT DATA**

The Conditions of Contract are the *JBCC Series 2000 Principal Building Agreement (Edition 6.1, March 2014)*, published by the Joint Building Contracts Committee. Copies of these documents may be obtained from the Association of South African Quantity Surveyors (011-315 4140), the Master Builders Association (011- 205-9000) or the South African Institute of Architects (011-486 0684).

|  |  |  |  |
| --- | --- | --- | --- |
| B | **CONTRACT DATA**  Clause references apply to the JBCC Principal Building Agreement 6.1 (PBA) published in March 2014. Onlyclauses in the PBA requiring the provisions of information [CD] are quoted below. | | |
| 2.0 | Law, Regulations and Notices | | |
| 2.1/25.15 | Law of the country applicable to this project | **South African Law** | |
| 5.0 | **Contract documents** | | |
| 5.1 | Signed Contract documents held by Principal Agent, or | Employer | |
|  | Number of copies of document issued free to contractor | One | Copies |
|  | **Priced documents comprising……** | | |
|  | | | |
|  | Lump sum priced document, or | **[Yes] / [No]** | **No** |
|  | Priced Bills of Quantities (BoQ) | **[Yes] / [No]** | **Yes** |
|  | System / Method of measurement | **Standard System for Measuring Building Works , 6th**  **Edition Revision 2 unless otherwise stated** | |
|  | | | |
|  | **Contract documents comprising…..** | | |
|  | Description JBCC Principal Building Agreement Ed 6.1 March 2014 | Marked | **Notes** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| TOTAL TENDER SUM inclusive of Vat |  |  | Amount |  |
| **Tender Sum in words** | | | | |
|  | | | | |

…………………………………………………………………………………………………..

(print) Tenderer capacity who, by its signature warrants authority there to date location

…………………………………………………………………………………………………..

Witness print name capacity signature date location

**TENDEDRERS DETAILS**

Name:

Business- eg :public company : …………………………………………………………

Business Registration Number : ………………………… VAT/ GST………………....

Contact Person : …………………………………………………………

Mobile : …………………………………………………………

Email : …………………………………………………………

Registered Business Address : …………………….......................Code: …………..

Postal Address : …………………….......................Code: …………..

\

**CONSTRUCTION GUARANTEE PRO FORMA**

**C1.3 Construction Guarantee**

**GUARANTOR DETAILS AND DEFINITIONS**

Guarantor means : ……………………………………………………………………….

Physical address : ……………………………………………………………………….

……………………………………………………………………………………………………………

Guarantor’s signatory 1 . . . . . . . . . . . . . . . . . . . . . . . . . . . Capacity . . . . . . . . . . . . . . . .

Guarantor’s signatory 1 . . . . . . . . . . . . . . . . . . . . . . . . . . . Capacity . . . . . . . . . . . . . . . .

Employer means **SOUTH AFRICAN REVENUE SERVICES**

Contractor means ………………………………………………………………………...

Agent means

Works means

Site means

Agreement means **the JBCC Series 2000 Principal Building Agreement and Annexures**

Contract Sum means acceptance amount inclusive of VAT R …………………………………

Amount in figures ……………………………………………………………………….

Guaranteed Sum means the maximum aggregate amount of R . . . . . . . . . . . . . . . . . . . . . . . .

Amount in words . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Construction Guarantee (Fixed or variable) …………………………………………………………

The Guarantor hereby acknowledges that:

**VARIABLE CONSTRUCTION GUARANTEE**

1.1 Where a variable Construction Guarantee in terms of the Agreement has been selected this 1.0 with3.0 to 13.0 shall apply. The Guarantor’s liability shall be limited to the diminishing amounts of the Guaranteed Sum as follows:

**GUARANTOR’S LIABILITY**

1.1.1 Maximum Guaranteed Sum (not exceeding 10.0% of the contract sum) in the amount of: ………………………………..

**PERIOD OF LIABILITY**

From and including the date of issue of this Construction Guarantee and up to and including the date of the interim payment certificate certifying in excess of 50% of the contract sum

Amount in words: . . . . . . . . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

**GUARANTOR’S LIABILITY**

1.1.2 Reducing to the Guaranteed Sum (not exceeding 6.0% of the contract sum) in the amount of: . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

**PERIOD OF LIABILITY**

From and including the day after the date of the aforesaid interim payment certificate and up to and including the date of the only practical completion certificate or last practical completion certificate where there aresections

Amount in words: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

**GUARANTOR’S LIABILITY**

1.1.3 Reducing to the Guaranteed Sum (not exceeding 4.0% of the contract sum) in the amount of: . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . ...

**PERIOD OF LIABILITY**

From and including the day after the date of the applicable practical completion certificate and up to and including the date of the only final completion certificate or last final completion certificate where there are sections

Amount in words: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

**GUARANTOR’S LIABILITY**

1.1.4 Reducing to the Guaranteed Sum (not exceeding 2.0% of the contract sum) in the amount of:..............................................................

**PERIOD OF LIABILITY**

From and including the day after the date of the applicable final completion certificate and up to and including the date of the final payment certificate where payment is due to the Contractor, whereupon this Construction Guarantee shall expire. Where the final payment certificate reflects payment due to the employer, this Construction Guarantee shall expire upon payment of the full amount certified

Amount in words: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

1.2 For avoidance of doubt the Guarantor's liability limits set out in 1.1.1 to 1.1.4 shall apply in respect of any claim received by the Guarantor during the period in question

**2.0 FIXED CONSTRUCTION GUARANTEE**

2.1 Where a fixed Construction Guarantee in terms of the Agreement has been selected this 2.0with 3.0 to 13.0 shall apply. The Guarantor’s liability shall be limited to the amount of the Guaranteed

Sum as follows:

**GUARANTOR’S LIABILITY**

* + 1. Maximum Guaranteed Sum (not exceeding 5.0% of the contract sum) in the amount of: . . . .. . . . . . . . . . .

**PERIOD OF LIABILITY**

From and including the date of issue of this Construction Guarantee and up to and including the date of the only final completion certificate or the last final completion certificate where there are sections, upon which this Construction Guarantee shall expire

Amount in words: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

3.0 The Guarantor hereby acknowledges that:

3.1 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.

3.2 Its obligation under this Guarantee is restricted to the payment of money

4.0 Subject to the Guarantor’s maximum liability referred to in 1.0 or 2.0 , the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to4.3:

4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the 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 4.2

4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor’s physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and that the sum certified has still not been paid therefore the employer calls up this Construction Guarantee and demands payment of the sum certified from the guarantor

4.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the agreement of the sum certified in 4.0

5.0 Subject to the Guarantor’s maximum liability referred to in 1.0 or 2.0 , 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 Construction Guarantee stating that:

5.1 The Agreement has been terminated due to the Contractor's default and that the Construction Guarantee is called up in terms of 5.0. The demand shall enclose a copy of the notice of termination; or

5.2 A business rescue, provisional sequestration or liquidation court order has been granted against the Contractor and that the Construction Guarantee is called up in terms of 5.0. The demand shall enclose a copy of the court order or Practitioner’s notice of termination of business rescue or rejection of business rescue plan in terms of the Companies Act

6.0 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4.0 and 5.0 shall not exceed the Guarantor's maximum liability in terms of 1.0 or 2.0

7.0 Where the Guarantor is a registered insurer and has made payment in terms of 5.0, 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 Construction Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Construction Guarantee shall bear interest at the prime overdraft rate of the Employer’s bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund

8.0 Payment by the Guarantor in terms of 4.0 or 5.0 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor

9.0 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 Construction Guarantee on account of any conduct alleged to be prejudicial to the Guarantor

10.0 The Guarantor chooses the physical address as stated above for all purposes in connection herewith

11.0 This Construction Guarantee is neither negotiable nor transferable and shall expire in terms of either 1.1.4 or 2.1, or payment in full of the Guaranteed Sum whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Construction Guarantee shall be returned to the Guarantor after it has expired

12.0 This Construction Guarantee, with the required demand notices in terms of 4.0 or 5.0, shall be regarded as a liquid document for the purpose of obtaining a court order

13.0 Where this Construction 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 . . . . . . . . . . . . . . . .

Witness . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Witness . . . . . . . . . . . . . . . . . . . . .

Guarantor’s seal or stam

**C2.1 PRICING INSTRUCTIONS**

**1. TENDER DOCUMENTS**

This Tender Document is divided and bound into **three** parts, namely

The Tender (Returnable Schedules)

Site Information and Drawings

The Contract

**2. BILLS OF QUANTITIES**

No alterations, erasure, omission or addition is to be made in the text and conditions of these Bills of Quantities and should any such alterations, amendments, note or addition be made, the same will not be recognized, but the reading of these Bill of Quantities as prepared by the Quantity Surveyor will be adhered to.

The Contractor is warned that should he use any quantities appearing in these Bills of Quantities for the purpose of ordering material, he does so at his own risk and no liability whatsoever will be admitted by the Employer, or Quantity Surveyor for the correctness of such Quantities.

**3. STANDARD SYSTEM OF MEASURING BUILDING WORK**

These Bills of Quantities have been compiled in accordance with the Revision 2 of the 6thEdition of the Standard System of measuring Building Work, including the latest amendments. Tenderer’s attention is specifically drawn to the “shall be deemed to include “clauses that have to be read in conjunction with the applicable items.

**4. PRIME COST AMOUNTS AND PROVISIONAL SUMS**

All Prime Cost Amounts and Provisional Sums included in these Bills Of Quantities are NET, i.e. no cash discount to the Contractor is included.

**5. TRADE NAMES**

Tenderers are advised that their prices for articles described by trade names or catalogue references must be based upon the type and manufacture specified in these Bills of Quantities. Where articles other than the manufacture specified are to be used, an adjustment of the prices will be made and Variation Orders issued to cover these adjustments. Substitution will be strictly subject to the Representative / Agent’s approval.

**6. SABS SPECIFICATIONS**

All references in these Bills of Quantities to Specifications of the Bureau of Standards shall be deemed to be reference to the latest issues of such Specifications, and any subsequent amendments thereto. All articles, materials or items described as to conform to the SABS Specifications must bear the SABS mark.

**7. TRADE PREAMBLES**

The document “Model Preambles 2008” is included in the tender document and shall be read in conjunction with the Bill of Quantities and shall be referred to for full description of work to be done and materials to be used.

**8. CONTRACT PRICE ADJUSTMENT PROVISIONS (CPAP)**

This is a fixed price contract.

**9. VALUE ADDED TAX**

The Tender price must include for Value Added Tax (VAT). All rates in these bills of quantities must however be net with VAT calculated and added to the total value thereof in the Final Summary.

**10. HIV/AIDS AWARENESS**

These Bills of Quantities contains items relating to HIV/AIDS awareness.

Tenderers must take note that compliance with the HIV/AIDS awareness programme is compulsory.

**11. PRICED BILLS OF QUANTITIES**

Sectional, Final Summaries and the Bills of Quantities are included as part of the Returnable Schedules and must be duly completed and returned with the Tender form. Please note that failure to complete and return these summary pages and the Priced Bills of Quantities shall **invalidate** the Tender.

**12. TRAINING OF LABOUR**

This clause is not applicable to this contract.

**THE SCOPE**

**C 3.1: SCOPE OF WORKS - JBCC 2000 MINOR WORKS BUILDING AGREEMENT**

**(Edition 6.1 of March 2014)**

|  |  |
| --- | --- |
| **Project title** | **CONSTRUCTION OF A RAMP, GEN-SET AND THE INSTALLATION OF ELECTRICITY** |
| **Reference No** | **RFP 13/2016 B** |

**C3. Scope of Works**

**1. GENERAL**

a) The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.

b) The consultant(s)/project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective tenderers to price for all eventualities.

2. The following serves as a guideline only with regard to items to be included in this Scope of Work.

**a) EXTENT OF THE WORKS**

The works generally comprise;

* Removal of existing pathway leading to steel walkway above the post office
* Removal of timber walking on steel platform & replacing it with chequered plate steel
* Strengthening of steel walking by installing underside braces
* Refurbishment of existing gen set room and installing cover roof
* Installation of sleeves from DB collated at gen set to upper parkade
* Installation of sleeves to parkade

**SOUTH AFRICAN REVENUE SERVICES**

**b) ORDER OF THE WORKS**

Tenderers are advised that the premises/site will be vacated prior to handing over of the site to the contractor, and therefore, the order of the works will be as suggested by the tenderer in their methodology and or construction programme

**c) BUILDINGS OCCUPIED**

Not Applicable

**d) ACCESS**

The access points to the site will be pointed to tenderers by the Principal Agent at the compulsory briefing meeting, and it is envisaged that there will be no encumbrances to access.

**BILLS OF QUANTITIES**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item No | **SECTION 1** | Quantity | Rate | Amount R |
|  | **BILL NO 1** |  |  |  |
|  | **PRELIMINARIES** |  |  |  |
|  | **BUILDING AGREEMENT AND PRELIMINARIES** |  |  |  |
|  |  |  |  |  |
|  | The J B C C Principal Building Agreement (March 2014 Edition |  |  |  |
|  | 6.1) prepared by the Joint Building Contracts Committee shall |  |  |  |
|  | be the applicable building agreement, amended as hereinafter |  |  |  |
|  | described |  |  |  |
|  |  |  |  |  |
|  | The JBCC Principal Building Agreement contract data form an |  |  |  |
|  | integral part of this agreement |  |  |  |
|  |  |  |  |  |
|  | The ASAQS Preliminaries (March 2014 edition) published by |  |  |  |
|  | the Association of South African Quantity Surveyors for use |  |  |  |
|  | with the JBCC Principal Building Agreement shall be deemed |  |  |  |
|  | to be incorporated in these bills of quantities |  |  |  |
|  |  |  |  |  |
|  | The contractor is deemed to have referred to the |  |  |  |
|  | abovementioned documents for the full intent and meaning of |  |  |  |
|  | each clause |  |  |  |
|  |  |  |  |  |
|  | The clauses in the abovementioned documents are hereinafter |  |  |  |
|  | referred to by clause number and heading only. Where |  |  |  |
|  | standard clauses or alternatives are not entirely applicable to |  |  |  |
|  | this agreement such modifications, corrections or supplements |  |  |  |
|  | as will apply are given under each relevant clause heading and |  |  |  |
|  | such modifications, corrections or supplements shall take |  |  |  |
|  | precedence notwithstanding anything to the contrary contained |  |  |  |
|  | in the abovementioned documents |  |  |  |
|  | Where any item is not relevant to this agreement such item is |  |  |  |
|  | marked N/A (signifying "not applicable") |  |  |  |
|  |  |  |  |  |
|  | Where any item is not relevant to this agreement such item is |  |  |  |
|  | marked N/A (signifying "not applicable") |  |  |  |
|  |  |  |  |  |
|  | **PREAMBLES FOR TRADES** |  |  |  |
|  |  |  |  |  |
|  | The Model Preambles for Trades (2008 edition) as published |  |  |  |
|  | by the Association of South African Quantity Surveyors shall be |  |  |  |
|  | deemed to be incorporated in these bills of quantities and no |  |  |  |
|  | claims arising from brevity of description of items fully |  |  |  |
|  | described in the said Model Preambles will be entertained |  |  |  |
|  |  |  |  |  |
|  | **Carried to Collection** |  | R |  |
|  | Bill No. 1 |  |  |  |
|  | **SARS HILLCREST EASTERN CAPE: ELECTICAL AND STRUCTURAL WORKS IN MTHATHA** |  |  |  |
|  |  |  |  |  |
|  | Supplementary preambles are incorporated in these bills of |  |  |  |
|  | quantities to satisfy the requirements of this project. Such |  |  |  |
|  | supplementary preambles shall take precedence over the |  |  |  |
|  | provisions of the Model Preambles |  |  |  |
|  |  |  |  |  |
|  | The contractor's prices for all items throughout these bills of |  |  |  |
|  | quantities shall take account of and include for all of the |  |  |  |
|  | obligations, requirements and specifications given in the Model |  |  |  |
|  | Preambles and in any supplementary preambles |  |  |  |
|  |  |  |  |  |
|  | **PRICING OF PRELIMINARIES** |  |  |  |
|  | Should the contractor select Option A in terms of clause |  |  |  |
|  | 26.9.4 of the contract data for the purpose of adjustment of |  |  |  |
|  | these preliminaries, the amount entered into the amount |  |  |  |
|  | column in these preliminaries is to be divided into one or more |  |  |  |
|  | of the three categories provided namely fixed (F), value related |  |  |  |
|  | (V) and time related (T) |  |  |  |
|  |  |  |  |  |
|  | **SECTION A - PRINCIPAL BUILDING** |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  | **AGREEMENT** |  |  |  |
|  |  |  |  |  |
|  | **Interpretation (A1 - A7)** |  |  |  |
|  |  |  |  |  |
| **1** | **Clause 1.0 - Definitions and Interpretation** |  |  |  |
|  |  |  |  |  |
|  | **Pricing of Bills of Quantities** |  |  |  |
|  |  |  |  |  |
|  | The **contractor** is to allow opposite each item for all costs in |  |  |  |
|  | connection therewith. All prices to include, unless otherwise |  |  |  |
|  | stated, for all materials, fabrication, conveyance and delivery, |  |  |  |
|  | unloading, storing, unpacking, hoisting, labour, setting, fitting |  |  |  |
|  | and fixing in position, cutting and waste (except where to be |  |  |  |
|  | measured in accordance with the standard system of |  |  |  |
|  | measurement), patterns, models and templates, plant, |  |  |  |
|  | temporary works, returning of packaging, duties, taxes, |  |  |  |
|  | imposts, establishment charges, overheads, profit and all other |  |  |  |
|  | obligations arising out of the **agreement** |  |  |  |
|  |  |  |  |  |
|  | Items left unpriced will be deemed to be covered in prices |  |  |  |
|  | against other items throughout these **bills of quantities** and no |  |  |  |
|  | claim for any extras arising out of the **contractor'**s omission to |  |  |  |
|  | price any item will be entertained |  |  |  |
|  | Prices for all plant, temporary works, services and other items |  |  |  |
|  | shall include for the supply, maintenance, operating cost and |  |  |  |
|  | subsequent removal and making good as necessary |  |  |  |
|  |  |  |  |  |
|  | Carried to Collection R |  | R |  |
|  | Bill No. 1 |  |  |  |
|  | **SARS HILLCREST EASTERN CAPE: ELECTICAL AND STRUCTURAL WORKS IN MTHATHA** |  |  |  |
|  |  |  |  |  |
|  | **Legal status of contractor** |  |  |  |
|  |  |  |  |  |
|  | If the **contractor** constitutes a joint venture consortium or other |  |  |  |
|  | unincorporated grouping of two or more persons then: |  |  |  |
|  |  |  |  |  |
|  | 1.These persons are deemed to be jointly and severally |  |  |  |
|  | liable to the employer for the performance of this |  |  |  |
|  | agreement |  |  |  |
|  |  |  |  |  |
|  | 2. These persons shall notify the employer of their leader |  |  |  |
|  | who has authority to bind the contractor and each of |  |  |  |
|  | these persons |  |  |  |
|  |  |  |  |  |
|  | 3. The contractor shall not alter its composition or legal |  |  |  |
|  | status without the prior written consent of the employer |  |  |  |
|  |  |  |  |  |
|  | F:....................... V:...................... T:............................ |  |  |  |
|  |  |  |  |  |
|  |  | Item |  |  |
| 2 | Clause 2.0 - Law, regulations and notices |  |  |  |
|  |  |  |  |  |
|  | **Health and safety** |  |  |  |
|  |  |  |  |  |
|  | Without limiting the generality of the provisions of clause 2.0, |  |  |  |
|  | the **contractor's** attention is drawn to the provisions of |  |  |  |
|  | Construction Regulations issued in terms of the Occupational |  |  |  |
|  | Health and Safety Act, 1993. It is specifically stated that the |  |  |  |
|  | **employer** shall prepare a documented health and safety |  |  |  |
|  | specification for the **works** (refer to Part C4 : Site Information, |  |  |  |
|  | Clause C4.5 for a copy of the relevant specification) and that |  |  |  |
|  | the **employer** shall ensure that the contractor has made |  |  |  |
|  | provision for the cost of health and safety measures during the |  |  |  |
|  | execution of the works. **The contractor** shall price opposite |  |  |  |
|  | this item for compliance with the act and the regulations and |  |  |  |
|  | the provisions of the aforementioned health and safety |  |  |  |
|  | specification |  |  |  |
|  |  |  |  |  |
|  | The contractor shall: |  |  |  |
|  |  |  |  |  |
|  | 1. Comply with the health and safety specification for the |  |  |  |
|  | works |  |  |  |
|  |  |  |  |  |
|  | 2. Prepare and agree with the health and safety |  |  |  |
|  | consultant the health and safety plan for the works |  |  |  |
|  |  |  |  |  |
|  | 3. Co-operate with the health and safety consultant in all |  |  |  |
|  | respects |  |  |  |
|  |  |  |  |  |
|  | 4. Manage the compliance of all subcontractors with the |  |  |  |
|  |  |  |  |  |
|  | **Carried to Collection** |  | R | 0 |
|  | Bill No. 1 |  |  |  |
|  | **SARS HILLCREST EASTERN CAPE: ELECTICAL AND STRUCTURAL WORKS IN MTHATHA** |  |  |  |
|  |  |  |  |  |
|  | regulations and with the health and safety plan and |  |  |  |
|  | specification |  |  |  |
|  |  |  |  |  |
|  | 5. Conform to the conditions contained in the employer's |  |  |  |
|  | safety specification |  |  |  |
|  |  |  |  |  |
|  | F:........................... V:................. T:........................ |  |  |  |
|  |  | Item |  |  |
| 3 | Clause 3.0 - Offer and Acceptance |  |  |  |
|  |  |  |  |  |
|  | F:......................... V:......................... T:........................ | Item |  | N/A |
|  |  |  |  |  |
| 4 | Clause 4.0 - Assignment and Cession |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
| 5 | Clause 5.0 - Contract Documents |  |  |  |
|  |  |  |  |  |
|  | **Value Added Tax** |  |  |  |
|  |  |  |  |  |
|  | Provision is made in the summary page of these bills of |  |  |  |
|  | **quantities** for the inclusion of Value Added Tax (VAT) |  |  |  |
|  |  |  |  |  |
|  | Contract drawings |  |  |  |
|  |  |  |  |  |
|  | Refer to Part C4 : Site Information, Clause C4.9 for a list of the |  |  |  |
|  | **contract drawings** |  |  |  |
|  |  |  |  |  |
|  | Priced document as specification |  |  |  |
|  |  |  |  |  |
|  | The priced document shall not be used as a specification of |  |  |  |
|  | materials and or methods. |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  |  |
|  |  |  |  |  |
|  | 6 Clause 6.0 - Employer's Agents |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
|  | **Carried to Collection** |  | R |  |
|  | Bill No. 1 |  |  |  |
|  | **SARS HILLCREST EASTERN CAPE: ELECTICAL AND STRUCTURAL WORKS IN MTHATHA** |  |  |  |
|  |  |  |  |  |
| 7 | Clause 7.0 - Design responsibility |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
|  | **Insurance and Security (A8 - A11)** |  |  |  |
|  |  |  |  |  |
| 8 | Clause 8.0 - Works risk |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  |  |
|  |  |  |  |  |
| 9 | Clause 9.0 - Indemnities |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  |  |
|  |  |  |  |  |
| 10 | Clause 10.0 - Insurances (Refer to Contract Data for |  |  |  |
|  | specifications) |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  |  |
|  |  |  |  |  |
| 11 | Clause 11.0 - Security (Refer to Contract Data for specifics) |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  |  |
|  |  |  |  |  |
|  | **Execution (A12-A17)** |  |  |  |
|  |  |  |  |  |
|  | 12 Clause 12.0 - Duties of the Parties |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
| 13 | **Clause 13.0 - Setting out** |  |  |  |
|  |  |  |  |  |
|  | **Encroachments** |  |  |  |
|  |  |  |  |  |
|  | The **contractor** shall notify the **principal agen**t if any |  |  |  |
|  | encroachment of adjoining foundations, buildings, structures, |  |  |  |
|  | pavements, boundaries, services, etc exist in order that the |  |  |  |
|  | necessary arrangements may be made for the rectification of |  |  |  |
|  | any such encroachments |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  |  |
|  |  |  |  |  |
|  | Carried to Collection R |  | R |  |
|  | Bill No. 1 |  |  |  |
|  | **SARS HILLCREST EASTERN CAPE: ELECTICAL AND STRUCTURAL WORKS IN MTHATHA** |  |  |  |
|  |  |  |  |  |
| 14 | **Clause 14.0 - Nominated Subcontractors** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
| 15 | **Clause 15.0 - Selectred Subcontractors** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
| 16 | **Clause 16.0 - Direct Contractors** |  |  |  |
|  |  |  |  |  |
|  | 1. Designate an area for the direct contractor to |  |  |  |
|  | establish a temporary office and workshop and |  |  |  |
|  | storage of equipment and materials |  |  |  |
|  |  |  |  |  |
|  | 2. Allow the use of personnel welfare facilities, where |  |  |  |
|  | provided |  |  |  |
|  |  |  |  |  |
|  | 3. Provide water, lighting and single phase electric power |  |  |  |
|  | to a position within 50m of the place where the direct |  |  |  |
|  | contract work is to be carried out, other than fuel or |  |  |  |
|  | power for commissioning of any installation |  |  |  |
|  |  |  |  |  |
|  | 4. Permit the direct contractor to use erected |  |  |  |
|  | scaffolding, hoisting facilities, etc provided by the |  |  |  |
|  | contractor, in common with others having the like |  |  |  |
|  | right while it remains erected on the site [16.1] |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
| 17 | **Clause 17.0 - Contract Instructions** |  |  |  |
|  |  |  |  |  |
|  | Site instructions |  |  |  |
|  | Instructions issued on site are to be recorded in a site |  |  |  |
|  | instruction book which is to be supplied and maintained on site |  |  |  |
|  | by the contractor |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
|  | Carried to Collection R |  | R |  |
|  | Bill No. 1 |  |  |  |
|  | **SARS HILLCREST EASTERN CAPE: ELECTICAL AND STRUCTURAL WORKS IN MTHATHA** |  |  |  |
|  |  |  |  |  |
|  | **Completion A18 - A24)** |  |  |  |
|  |  |  |  |  |
| 18 | **Clause 18.0 - Interim completion** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
| 19 | **Subclause 19.0 - Practical completion** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
| 20 | **Subclause 20.0 - Sectional completion** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
| 21 | **Clause 21.0 - Defects liability period and Final completion** |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
| 22 | **Clause 22.0 - Latent Defects liability period** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  |  |
| 23 | **Clause 23.0 - Revision of the Date for Practical completion** |  |  |  |
|  |  |  |  |  |
|  | **Substitution of materials and goods** |  |  |  |
|  |  |  |  |  |
|  | The removal or substitution of any materials and goods which |  |  |  |
|  | do not conform to the specification or the contract drawings |  |  |  |
|  | shall not constitute grounds for the extension of the |  |  |  |
|  | construction period nor for the adjustment of the contract |  |  |  |
|  | value [17.1.8, 23.1 & 2] |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
| 24 | **Clause 24.0 - Penalty for late or non-completion (OMIT)** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
|  | Carried to Collection |  | R |  |
|  | Bill No. 1 |  |  |  |
|  | **SARS HILLCREST EASTERN CAPE: ELECTICAL AND STRUCTURAL WORKS IN MTHATHA** |  |  |  |
|  |  |  |  |  |
|  | **Payment (A25 - A27)** |  |  |  |
| 25 | **Clause 25.0 - Payment** |  |  |  |
|  |  |  |  |  |
|  | Materials and goods stored off site |  |  |  |
|  | Materials and goods stored off site shall not be included in the |  |  |  |
|  | amount authorised for payment unless Advanced Payment |  |  |  |
|  | Guarantee provided |  |  |  |
|  |  |  |  |  |
|  | **Fluctuations in costs** |  |  |  |
|  |  |  |  |  |
|  | All fluctuations in costs, with the exception of fluctuations in the |  |  |  |
|  | rate of Value Added Tax, shall be for the account of the |  |  |  |
|  | contractor [25.3.4] |  |  |  |
|  |  |  |  |  |
|  | **Prices submitted** |  |  |  |
|  |  |  |  |  |
|  | Where prices are submitted by the contractor or |  |  |  |
|  | subcontractor during the progress of the works in respect of |  |  |  |
|  | contract instructions or in regard to a claim under the terms |  |  |  |
|  | of the agreement and notwithstanding the fact that such prices |  |  |  |
|  | may be used in an interim payment certificate, there is to be |  |  |  |
|  | no presumption of acceptance. Should the principal agent |  |  |  |
|  | wish to accept any such prices prior to the issue of the |  |  |  |
|  | certificate of final completion, it shall be in writing |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
| 26 | **Clause 26.0 - Adjustment to the contract value and final** |  |  |  |
|  | **account** |  |  |  |
|  |  |  |  |  |
|  | Tenant installations'/users' requirements delayed |  |  |  |
|  | There is a possibility that certain works related to tenant |  |  |  |
|  | installations'/users' requirements may have to be delayed and |  |  |  |
|  | may consequently not be executed prior to practical |  |  |  |
|  | completion. The employer reserves the right to omit such |  |  |  |
|  | work without compensation to the contractor for loss of profit |  |  |  |
|  | or any other loss which the contractor may suffer as a result of |  |  |  |
|  | such |  |  |  |
|  |  |  |  |  |
|  | omission. Should the contractor be instructed to do so he shall |  |  |  |
|  | execute this work under the conditions pertaining to this |  |  |  |
|  | agreement on the basis that a separate amount for |  |  |  |
|  | preliminaries appurtenant to this work (if applicable) is agreed |  |  |  |
|  | to between the contractor and the principal agent and on |  |  |  |
|  | condition that instruction to proceed with such work is given to |  |  |  |
|  | him within a period of three (3) calendar months after the date |  |  |  |
|  | of practical completion o f |  |  |  |
|  |  |  |  |  |
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|  | **SARS HILLCREST EASTERN CAPE: ELECTICAL AND STRUCTURAL WORKS IN MTHATHA** |  |  |  |
|  |  |  |  |  |
|  | **the works** |  |  |  |
|  |  |  |  |  |
|  | **Cost of claims** |  |  |  |
|  |  |  |  |  |
|  | All costs incurred by the contractor in the preparation of claims |  |  |  |
|  | shall be borne by the contractor The contractor shall review, |  |  |  |
|  | assess and adjudicate any claims received by him from any |  |  |  |
|  | subcontractor and thereafter submit same to the principal |  |  |  |
|  | agent with a recommendation to assist the principal agent in |  |  |  |
|  | adjudicating the claim [26.6] |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
| 27 | **Clause 27.0 - Recovery of expense and loss** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
|  | **Suspension and termination (A28 - A29)** |  |  |  |
|  |  |  |  |  |
| 28 | **Clause 28.0 - Suspension by the contractor** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
| 29 | **Clause 29.0 - Termination** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
| 30 | **Clause 30.0 - Dispute resolution** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
|  | **SECTION B - PRELIMINARIES** |  |  |  |
|  |  |  |  |  |
|  | **Interpretation (B1)** |  |  |  |
|  |  |  |  |  |
| 31 | **Clause 1.1 - Definitions** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
| 32 | Clause 1.2 - Interpretation |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
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|  |  |  |  |  |
|  | **Documents (B2)** |  |  |  |
|  |  |  |  |  |
| 33 | **Clause 2.1 - Checking of documents** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
| 34 | **Clause 2.2 - Provisional bills of quantities** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
| 35 | **Clause 2.3 - Availability of construction documentation** |  |  |  |
|  |  |  |  |  |
|  | The budgetary allowances and selected subcontract amounts |  |  |  |
|  | allocated for subsequent trades included in this document will |  |  |  |
|  | be separately procured, based on selected subcontractors |  |  |  |
|  | during the construction period |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
|  | **Previous work and adjoining properties (B3)** |  |  |  |
|  |  |  |  |  |
| 36 | **Clause 3.1 - Previous work - dimensional accuracy** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  |  |
|  |  |  |  |  |
| 37 | **Clause 3.2 - Previous work - defects** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  |  |
|  |  |  |  |  |
| 38 | **Clause 3.3 - Inspection of adjoining properties** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  |  |
|  |  |  |  |  |
|  | **Samples, shop drawings and manufacturer's** |  |  |  |
|  | **instructions (B4)** |  |  |  |
|  |  |  |  |  |
| 39 | **Clause 4.1 - Samples of materials** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
| 40 | **Clause 4.2 - Workmanship samples** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
| 41 | **Clause 4.3 - Shop drawings** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
|  | **Carried to Collection** |  | R |  |
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|  |  |  |  |  |
| 42 | **Clause 4.4 - Compliance with manufacturer's instructions** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
|  | **Deposits and fees (B5)** |  |  |  |
|  |  |  |  |  |
| 43 | **Clause 5.1 - Deposits and fees** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
|  | Temporary services (B6) |  |  |  |
|  |  |  |  |  |
| 44 | **Clause 6.1 - Water** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  |  |
|  |  |  |  |  |
| 45 | **Clause 6.2 - Electricity** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  |  |
|  |  |  |  |  |
| 46 | **Clause 6.3 - Ablutions and wellfare facilities** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  |  |
|  |  |  |  |  |
| 47 | Clause 6.4 - Communication facilities |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  |  |
|  |  |  |  |  |
|  | **Prime cost amounts (B7)** |  |  |  |
|  |  |  |  |  |
| 48 | **Clause 7.1 - Responsibility for prime cost amounts** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
|  | Special attendance on nls subcontractors (B8) |  |  |  |
|  |  |  |  |  |
| 49 | **Clause 8.1 - Special attendance** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
|  | **General (B9)** |  |  |  |
|  |  |  |  |  |
| 50 | **Clause 9.1 - Protection of the works** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
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|  |  |  |  |  |
| 51 | **Clause 9.2 -Protection/isolation of existing/sectionally occupied** |  |  |  |
|  | works |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
| 52 | **Clause 9.3 - Security of the works** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
| 53 | **Clause 9.4 - Notice before covering work** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
| 54 | **Clause 9.5 - Disturbance** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
| 55 | **Clause 9.6 - Environmental disturbance** |  |  |  |
|  |  |  |  |  |
|  | **Controlling all forms of pollution** |  |  |  |
|  |  |  |  |  |
|  | The contractor shall be responsible for and take all |  |  |  |
|  | precautions in controlling by whatever means necessary all |  |  |  |
|  | forms of pollution during the construction period due inter alia |  |  |  |
|  | to noise, artificial light, wind-blown sand, dust, deposits of mud, |  |  |  |
|  | etc |  |  |  |
|  |  |  |  |  |
|  | The contractor is to ensure that all roads which border the site |  |  |  |
|  | and is used by the contractor during the execution of the |  |  |  |
|  | works are kept clean and free of any dirt or debris caused by |  |  |  |
|  | the execution of the works |  |  |  |
|  | Environmental management plan |  |  |  |
|  |  |  |  |  |
|  | The employer has prepared an environmental management |  |  |  |
|  | plan (EMP) (Part C4 : Site Information, Clause C4.7 for a copy |  |  |  |
|  | of the relevant plan). The contractor shall price opposite this |  |  |  |
|  | item for compliance with all the requirements of such EMP |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
|  | 56 Clause 9.7 - Works cleaning and clearing |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  |  |
|  |  |  |  |  |
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|  |  |  |  |  |
| 57 | **Clause 9.8 - Vermin** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
| 58 | **Clause 9.9 - Overhand work** |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
|  | **Schedule (B10)** |  |  |  |
|  |  |  |  |  |
|  | Information necessary for elections and completion of those |  |  |  |
|  | clauses contained in the schedule which are necessary for |  |  |  |
|  | tender purposes is given hereunder. Where no information is |  |  |  |
|  | given, it shall mean that no specific requirements are expected |  |  |  |
|  | or that the clause is not relevant to this specific contract |  |  |  |
|  |  |  |  |  |
|  | 10.1 - Provisional bills of quantities [clause 2.2] |  |  |  |
|  | The quantities are provisional [Yes] |  |  |  |
|  |  |  |  |  |
|  | 10.2 - Availability of construction documentation [clause 2 3] |  |  |  |
|  | Construction documentation is complete [No] |  |  |  |
|  |  |  |  |  |
|  | 10.3 - Previous work - dimensional accuracy [clause 3.1] |  |  |  |
|  | Contractor to check dimensions on the drawings against |  |  |  |
|  | previous work prior to execution [Yes] |  |  |  |
|  |  |  |  |  |
|  | 10.4 - Previous work - defects [clause 3.2] |  |  |  |
|  | Contractor to inspect previous work and bring to the attention of |  |  |  |
|  | the Principal Agent should there be noticeable defects [Yes] |  |  |  |
|  |  |  |  |  |
|  | 10.5 - Inspection of adjoining properties [clause 3.3] [N/A] |  |  |  |
|  |  |  |  |  |
|  | 10.6 - Water [clause 6.1] |  |  |  |
|  |  |  |  |  |
|  | Option A (by contractor) [Yes] |  |  |  |
|  | Option B (by employer - free of charge) [No] |  |  |  |
|  | Option C (by employer - metered) [No] |  |  |  |
|  |  |  |  |  |
|  | 10.7 - Electricity [clause 6.2] |  |  |  |
|  |  |  |  |  |
|  | Option A (by contractor) [Yes] |  |  |  |
|  | Option B (by employer - free of charge) [No] |  |  |  |
|  |  |  |  |  |
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|  |  |  |  |  |
|  | Option C (by employer - metered) [No] |  |  |  |
|  |  |  |  |  |
|  | 10.8 - Ablution and welfare facilities [Clause 6.3] |  |  |  |
|  |  |  |  |  |
|  | Option A (by contractor) [Yes] |  |  |  |
|  | Option B (by employer - free of charge) [No] |  |  |  |
|  |  |  |  |  |
|  | 10.9 - Communication facilities [clause 6.4] |  |  |  |
|  |  |  |  |  |
|  | Option A (by contractor) [Yes] |  |  |  |
|  | Option B (by employer) [No] |  |  |  |
|  |  |  |  |  |
|  | 10.10 - Protection of the works [Clause 9.1] [Yes] |  |  |  |
|  |  |  |  |  |
|  | 10.11 - Protection/isolation of existing/sectionally occupied |  |  |  |
|  | works [clause 9.2] [N/A] |  |  |  |
|  |  |  |  |  |
|  | 10.12 - Disturbance [clause 9.5] [Yes] |  |  |  |
|  |  |  |  |  |
|  | 10.13 - Environmental disturbance [clause 9.6] [Yes] |  |  |  |
|  |  |  |  |  |
|  | SECTION C - SPECIFIC PRELIMINARIES |  |  |  |
|  |  |  |  |  |
| 59 | **Site instructions** |  |  |  |
|  |  |  |  |  |
|  | Instructions issued on site are to be recorded in triplicate in a |  |  |  |
|  | site instruction book which is to be maintained on site by the |  |  |  |
|  | contractor |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  |  |
|  |  |  |  |  |
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|  |  |  |  |  |
| 60 | **Warranties for material and workmanship** |  |  |  |
|  |  |  |  |  |
|  | Where warranties for materials and/or workmanship are called |  |  |  |
|  | for, the contractor shall obtain a written warranty, addressed to |  |  |  |
|  | the employer, from the firm supplying the materials and/or |  |  |  |
|  | doing the work and shall deliver same to the principal agent on |  |  |  |
|  | the certified completion of the contract. The warranty shall state |  |  |  |
|  | that workmanship, materials and installation are warranteed for |  |  |  |
|  | a specified period from the date of final completion and that any |  |  |  |
|  | defects that may arise during the specified period shall be |  |  |  |
|  | made good at the expense of the firm supplying the materials |  |  |  |
|  | and/or doing the work, upon written notice to do so The |  |  |  |
|  | warranty will not be enforced if the work is damaged by defects |  |  |  |
|  | in the construction of the building in which case the |  |  |  |
|  | responsibility for replacement shall rest entirely with the |  |  |  |
|  | contractor |  |  |  |
|  |  |  |  |  |
|  | F :.................... V:....................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
| 61 | **Co-operation of contractor for cost management** |  |  |  |
|  |  |  |  |  |
|  | It is specifically agreed that the contractor accepts the |  |  |  |
|  | obligation of assisting the principal agent in implementing |  |  |  |
|  | proper cost management. The contractor will be advised by the |  |  |  |
|  | principal agent of all cost management procedures which will |  |  |  |
|  | be implemented to ensure that the final building cost does not |  |  |  |
|  | exceed the budget. The principal agent undertakes to make |  |  |  |
|  | available to the contractor all budgetary allowances and cost |  |  |  |
|  | assessments / reports to enable the proper procedure to be |  |  |  |
|  | implemented and the contractor shall attend all cost plan review |  |  |  |
|  | and cost management meetings. The contractor undertakes to |  |  |  |
|  | extend these procedures, as necessary, to all subcontractors |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
| 62 | **Propping of floors below** |  |  |  |
|  |  |  |  |  |
|  | The contractor is advised that propping of floors below may be |  |  |  |
|  | required if he wishes to use any areas of completed suspended |  |  |  |
|  | reinforced concrete slabs for vehicle access, storage of |  |  |  |
|  | materials and goods and location of plant, scaffolding, etc The |  |  |  |
|  | location of these areas and any necessary propping shall be |  |  |  |
|  | approved by the principal agent and the cost thereof shall be |  |  |  |
|  | borne by the contractor |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
|  | Carried to Collection |  | R | 0 |
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|  |  |  |  |  |
| 63 | **Testing of windows for watertightness** |  |  |  |
|  |  |  |  |  |
|  | Each window shall be tested for watertightness with water |  |  |  |
|  | sprayed on using adequate pressure. If in the opinion of the |  |  |  |
|  | principal agent, the pressure proves to be inadequate, then the |  |  |  |
|  | pressure shall be boosted by means of compressed air or other |  |  |  |
|  | approved means |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
| 64 | Testing of flat roof waterproofing for watertightness |  |  |  |
|  |  |  |  |  |
|  | Flat roof waterproof areas shall be prepared with small sand |  |  |  |
|  | dykes around them of a size and enclosing an area approved |  |  |  |
|  | by the principal agent, flooded with water and kept "ponded" for |  |  |  |
|  | at least 36 hours as a test to ensure the watertightness of the |  |  |  |
|  | waterproofing and before any further construction work is |  |  |  |
|  | carried out above the waterproofing |  |  |  |
|  |  |  |  |  |
|  | F :....................... V:........................... T:........................... | Item |  | N/A |
|  |  |  |  |  |
| 65 | Profit on above item | Item |  | N/A |
|  |  |  |  |  |
| 66 | Attendance on ditto | Item |  | N/A |
|  |  |  |  |  |
|  | The following clauses of the JBCC have been amended and |  |  |  |
|  | tenderers are advised to allow for any cost implication that may |  |  |  |
|  | arise from these changes. Full details of the changes can be |  |  |  |
|  | viewed under Part C1 : Agreement and Contract Data, |  |  |  |
|  | appended to this Bill of Quantities; the clauses are; |  |  |  |
|  |  |  |  |  |
|  | F :..................... V:........................ T:........................... | Item |  |  |
|  |  |  |  |  |
|  | Carried to Collection |  | R | 0 |
|  | Bill No. 1 |  |  |  |
|  | **SARS HILLCREST EASTERN CAPE: ELECTICAL AND STRUCTURAL WORKS IN MTHATHA** |  |  |  |
|  |  |  |  |  |
|  | Bill No. 1 |  |  |  |
|  |  |  |  |  |
|  | PRELIMINARIES |  |  |  |
|  |  |  |  |  |
|  | **COLLECTION PAGE** |  |  |  |
|  |  |  | Page No | Amount R |
|  | Total Brought Forward from Page No. |  |  | 0 |
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|  | Total Brought Forward from Page No. |  |  |  |
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|  | Total Brought Forward from Page No. |  |  |  |
|  |  |  |  |  |
|  | Carried to Final Summary |  |  |  |
|  | Bill No. 1 |  |  |  |
|  | **SARS HILLCREST EASTERN CAPE: ELECTICAL AND STRUCTURAL WORKS IN MTHATHA** |  |  |  |

|  |  |  |  |  |
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| SARS MTHATHA-MINOR WORKS | | | | |
| **SECTION NO. 2** |  | **Qty** | **Rate** | **Amount** |
|  |  |  |  |  |
| **Steel-Walkway** |  |  |  |  |
|  |  |  |  |  |
| **BILL NO. 1** |  |  |  |  |
|  |  |  |  |  |
| **Subtotal** |  |  |  |  |
|  |  |  |  |  |
| **Detailing, supply of steelwork Grade S355JR to SANS 1431 & SANS 2001 CS-1, fabrication, corrosion protection in accordance with the specification, delivery to site, offloading, reloading where required and erection of welded and bolted sections all in accordance with the specifications, including cleats, base and end plates.** |  |  |  |  |
|  |  |  |  |  |
| **Trusses including false rafters, channels, angles and the like** |  |  |  |  |
|  |  |  |  |  |
| D | t | 0.8 |  |  |
|  |  |  |  |  |
| S | t | 0.8 |  |  |
|  |  |  |  |  |
| G | t | 0.8 |  |  |
|  |  |  |  |  |
| T | t | 0.8 |  |  |
|  |  |  |  |  |
| E | t | 0.8 |  |  |
|  |  |  |  |  |
| **Beams, including channels, angles and the like** |  |  |  |  |
|  |  |  |  |  |
| D | t | 1 |  |  |
|  |  |  |  |  |
| S | t | 1 |  |  |
|  |  |  |  |  |
| G | t | 1 |  |  |
|  |  |  |  |  |
| T | t | 1 |  |  |
|  |  |  |  |  |
| E | t | 1 |  |  |
|  |  |  |  |  |
| **Purlins and girders, including channels, angles and the like** |  |  |  |  |
|  |  |  |  |  |
| D | t | 1.4 |  |  |
|  |  |  |  |  |
| S | t | 1.4 |  |  |
|  |  |  |  |  |
| G | t | 1.4 |  |  |
|  |  |  |  |  |
| T | t | 1.4 |  |  |
|  |  |  |  |  |
| E | t | 1.4 |  |  |
|  |  |  |  |  |
| **Balustrades, including handrails, iron bars and the like** |  |  |  |  |
|  |  |  |  |  |
| D | t | 0.35 |  |  |
|  |  |  |  |  |
| S | t | 0.35 |  |  |
|  |  |  |  |  |
| G | t | 0.35 |  |  |
|  |  |  |  |  |
| T | t | 0.35 |  |  |
|  |  |  |  |  |
| E | t | 0.35 |  |  |
|  |  |  |  |  |
| **Vastrap 6.1mm steel** | m2 | 62 |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **Supply, corrosion protection, delivery and erection of erection bolts including nuts, washers and all bagging and tagging** |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **M16 Diameter high tensile steel bolts grade 8.8 Galvanised** |  |  |  |  |
|  |  |  |  |  |
| D | t | 0.03 |  |  |
|  |  |  |  |  |
| S | t | 0.03 |  |  |
|  |  |  |  |  |
| G | t | 0.03 |  |  |
|  |  |  |  |  |
| T | t | 0.03 |  |  |
|  |  |  |  |  |
| E | t | 0.03 |  |  |
|  |  |  |  |  |
| **20mm diameter Chemical Anchors** | No. | 40 |  |  |
|  |  |  |  |  |
| **Demantle and spoil** |  |  |  |  |
|  |  |  |  |  |
| Existing timber floor | m2 | 32 |  |  |
|  |  |  |  |  |

|  |  |  |  |  |
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| SARS MTHATHA-MINOR WORKS | | | | |
| **SECTION NO. 3** |  | **Qty** | **Rate** | **Amount** |
|  |  |  |  |  |
| **FOOT PATH** |  |  |  |  |
|  |  |  |  |  |
| **BILL NO. 1** |  |  |  |  |
|  |  |  |  |  |
| **Subtotal** |  |  |  |  |
|  |  |  |  |  |
| **TRENCHES** |  |  |  |  |
|  |  |  |  |  |
| Excavate in pickable material n.e 2m deep in trenches. | m3 | 6 |  |  |
|  |  |  |  |  |
| **CONCRETE WORK** |  |  |  |  |
|  |  |  |  |  |
| Blinding (10MPa) | m3 | 0.45 |  |  |
|  |  |  |  |  |
| Footing (25MPa) | m3 | 1.75 |  |  |
|  |  |  |  |  |
| Beams (30MPa) | m3 | 1 |  |  |
|  |  |  |  |  |
| Surface bed (30MPa) | m3 | 2.4 |  |  |
|  |  |  |  |  |
| **REINFORCEMENT** |  |  |  |  |
| **supply, transport, erect etc** |  |  |  |  |
|  |  |  |  |  |
| Reinforcement bars | t | 0.2 |  |  |
|  |  |  |  |  |
| Mesh Ref 245 | m2 | 19 |  |  |
|  |  |  |  |  |
| **Detailing, supply of steelwork Grade S355JR to SANS 1431 & SANS 2001 CS-1, fabrication, corrosion protection in accordance with the specification, delivery to site, offloading, reloading where required and erection of welded and bolted sections all in accordance with the specifications, including cleats, base and end plates.** |  |  |  |  |
| **Balustrades, including handrails, iron bars and the like** |  |  |  |  |
|  |  |  |  |  |
| D | t | 0.3 |  |  |
|  |  |  |  |  |
| S | t | 0.3 |  |  |
|  |  |  |  |  |
| G | t | 0.3 |  |  |
|  |  |  |  |  |
| T | t | 0.3 |  |  |
|  |  |  |  |  |
| E | t | 0.3 |  |  |
|  |  |  |  |  |
| **JOINTEX** |  |  |  |  |
|  |  |  |  |  |
| 10mm | m | 10 |  |  |
|  |  |  |  |  |
| **BRICKWORK** |  |  |  |  |
|  |  |  |  |  |
| 230mm Thick brickwork | m2 | 8.6 |  |  |
|  |  |  |  |  |
| **IMPORTED FILL MATERIAL** |  |  |  |  |
|  |  |  |  |  |
| G2 compacted to 98% ModAASHTO | m3 | 2.9 |  |  |
|  |  |  |  |  |

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| SARS MTHATHA-MINOR WORKS | | | | |
| **SECTION NO. 3** |  | **Qty** | **Rate** | **Amount** |
|  |  |  |  |  |
| **FOOT PATH** |  |  |  |  |
|  |  |  |  |  |
| **BILL NO. 2** |  |  |  |  |
|  |  |  |  |  |
| **Subtotal** |  |  |  |  |
|  |  |  |  |  |
| **TRENCHES** |  |  |  |  |
|  |  |  |  |  |
| Excavate in pickable material n.e 2m deep in trenches. | m3 | 6 |  |  |
|  |  |  |  |  |
| **CONCRETE WORK** |  |  |  |  |
|  |  |  |  |  |
| Binding (10MPa) | m3 | 0.45 |  |  |
| Footing (25MPa) | m3 | 1.75 |  |  |
| Beams (30MPa) | m3 | 1 |  |  |
|  |  |  |  |  |
| Surface bed (30MPa) | m3 | 2.4 |  |  |
| Surface bed (30MPa) | m3 | 2.4 |  |  |
|  |  |  |  |  |
| **REINFORCEMENT** |  |  |  |  |
| **supply, transport, erect etc** |  |  |  |  |
|  |  |  |  |  |
| Reinforcement bars | t | 0.2 |  |  |
|  |  |  |  |  |
| Mesh Ref 245 | m2 | 19 |  |  |
|  |  |  |  |  |
| **Detailing, supply of steelwork Grade S355JR to SANS 1431 & SANS 2001 CS-1, fabrication, corrosion protection in accordance with the specification, delivery to site, offloading, reloading where required and erection of welded and bolted sections all in accordance with the specifications, including cleats, base and end plates.** |  |  |  |  |
| **Balustrades, including handrails, iron bars and the like** |  |  |  |  |
|  |  |  |  |  |
| D | t | 0.3 |  |  |
|  |  |  |  |  |
| S | t | 0.3 |  |  |
|  |  |  |  |  |
| G | t | 0.3 |  |  |
|  |  |  |  |  |
| T | t | 0.3 |  |  |
|  |  |  |  |  |
| E | t | 0.3 |  |  |
|  |  |  |  |  |
| **JOINTEX** |  |  |  |  |
|  |  |  |  |  |
| 10mm | m | 10 |  |  |
|  |  |  |  |  |
| **BRICKWORK** |  |  |  |  |
|  |  |  |  |  |
| 230mm Thick brickwork | m2 | 8.6 |  |  |
|  |  |  |  |  |
| **IMPORTED FILL MATERIAL** |  |  |  |  |
|  |  |  |  |  |
| G2 compacted to 98% ModAASHTO | m3 | 2.9 |  |  |
|  |  |  |  |  |

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| SARS MTHATHA-MINOR WORKS | | | | |
| **SECTION NO. 4** |  | **Qty** | **Rate** | **Amount** |
|  |  |  |  |  |
| **Gen-Set** |  |  |  |  |
|  |  |  |  |  |
| **BILL NO. 3** |  |  |  |  |
|  |  |  |  |  |
| **Subtotal** |  |  |  |  |
|  |  |  |  |  |
| **Detailing, supply of steelwork Grade S355JR to SANS 1431 & SANS 2001 CS-1, fabrication, corrosion protection in accordance with the specification, delivery to site, offloading, reloading where required and erection of welded and bolted sections all in accordance with the specifications, including cleats, base and end plates.** |  |  |  |  |
| **Beams, including channels, angles and the like** |  |  |  |  |
|  |  |  |  |  |
| D | t | 1.4 |  |  |
|  |  |  |  |  |
| S | t | 1.4 |  |  |
|  |  |  |  |  |
| G | t | 1.4 |  |  |
|  |  |  |  |  |
| T | t | 1.4 |  |  |
|  |  |  |  |  |
| E | t | 1.4 |  |  |
|  |  |  |  |  |
| **Purlins and girders, including channels, angles and the like** |  |  |  |  |
|  |  |  |  |  |
| D | t | 0.6 |  |  |
|  |  |  |  |  |
| S | t | 0.6 |  |  |
|  |  |  |  |  |
| G | t | 0.6 |  |  |
|  |  |  |  |  |
| T | t | 0.6 |  |  |
|  |  |  |  |  |
| E | t | 0.6 |  |  |
|  |  |  |  |  |
| **Supply, corrosion protection, delivery and erection of erection bolts including nuts, washers and all bagging and tagging** |  |  |  |  |
|  |  |  |  |  |
| **M12 Diameter high tensile steel bolts grade 8.8 Galvanised** |  |  |  |  |
|  |  |  |  |  |
| D | t | 0.02 |  |  |
|  |  |  |  |  |
| S | t | 0.02 |  |  |
|  |  |  |  |  |
| G | t | 0.02 |  |  |
|  |  |  |  |  |
| T | t | 0.02 |  |  |
|  |  |  |  |  |
| E | t | 0.02 |  |  |
|  |  |  |  |  |
| **ROOF SHEETING** |  |  |  |  |
|  |  |  |  |  |
| IBR (0.58mm THK) | m2 | 34 |  |  |
|  |  |  |  |  |
| **BRICKWORK** |  |  |  |  |
|  |  |  |  |  |
| 230mm Thick brickwork | m2 | 48 |  |  |
| 330x330 Brick piers | No. | 6 |  |  |
|  |  |  |  |  |
| **CONCRETE WORK** |  |  |  |  |
|  |  |  |  |  |
| Base (25MPa) | m3 | 2.7 |  |  |
|  |  |  |  |  |
| Surface bed (30MPa) | m3 | 2.9 |  |  |
|  |  |  |  |  |
| **REINFORCEMENT** |  |  |  |  |
| **supply, transport, erect etc** |  |  |  |  |
|  |  |  |  |  |
| Reinforcement bars | t | 0.18 |  |  |
|  |  |  |  |  |
| Mesh Ref 245 | m2 | 34 |  |  |
|  |  |  |  |  |
| **IRONMONGERY** |  |  |  |  |
| **supply, transport, erect etc** |  |  |  |  |
|  |  |  |  |  |
| Double Door Frame | No. | 1 |  |  |
|  |  |  |  |  |
| Steel D/Door with Louvres | No. | 1 |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SECTION NO. 5** |  | **Qty** | **Rate** | **Amount** |
|  |  |  |  |  |
| **Parking** |  |  |  |  |
|  |  |  |  |  |
| **BILL NO. 4** |  |  |  |  |
|  |  |  |  |  |
| **Electrical Fittings & Sleeves incl MH's** |  |  |  | **60 000.00** |
|  |  |  |  |  |
| Provisional sum | Item |  |  | 60 000.00 |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| SARS MTHATHA -MINOR WORKS | | | | |
| **SECTION NO. 5** |  | **Qty** | **Rate** | **Amoount** |
|  |  |  |  |  |
| **SUMMARY** |  |  |  |  |
|  |  |  |  |  |
| **SECTION 1** |  |  |  |  |
|  |  |  |  |  |
| **SECTION 2** |  |  |  |  |
|  |  |  |  |  |
| **SECTION 3** |  |  |  |  |
|  |  |  |  |  |
| **SECTION 4** |  |  |  |  |
|  |  |  |  |  |
| **SECTION 5** |  |  |  |  |
|  |  |  |  |  |
| **Subtotal** |  |  |  |  |
| Contingency |  |  |  |  |
| **Sub-Total** |  |  |  |  |
| **Tax @ 14%** |  |  |  |  |
| **Grandtotal** |  |  |  |  |