PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(MTHATHA REGIONAL HOSPITAL)*					
BID NUMBER:	**SCMU3-MRH-P21/22-0014**	CLOSING DATE:	**01 OCTOBER 2021**	CLOSING TIME:	**11H00**
BID BRIEFING:		COMPULSORY BID BRIEFING DATE	**28 SEPTEMBER 2021**	BRIEFING TIME:	**10H00**
DESCRIPTION	**RFQ TO PROVIDE PARKHOMES AT STORES AND ASSET MANAGEMENT.**				

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

Mthatha Regional Hospital

Admin Block

Nelson Mandela Drive

Mthatha

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Mr. B. Diko**	CONTACT PERSON	**Mr. L. Sajini**
TELEPHONE NUMBER	**047 502 4005**	TELEPHONE NUMBER	**047 531 6478**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**bandile.diko@echealth.gov.za**	E-MAIL ADDRESS	

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE:

.....

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Schedule E –	Certificate of Independent Bid Determination (SBD 9)
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DEFINITIONS

The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise. In addition the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

DoH	means the Eastern Cape Department of Health acting for and on behalf of the Eastern Cape Provincial Government;
Invitation to bid	means this invitation to bid comprising ○ The cover page and the table of content and definitions ○ Part 1 which details the Conditions of Bid; ○ Part 2 which details the Conditions of Contract and Operational Requirements; ○ Part 3 which details the bid strategy ○ Part 4 which details the Specifications relating to the Technology / Services ○ Part 5 which contains all the requisite bid forms and certificates; As read with GCC – *General Conditions of Contract*
Services	means the services defined on the cover page of this invitation to bid and described in detail in the Specifications;
Specifications	means the specifications contained in Part 4 of this invitation to bid;

PART 1

Special Conditions of Bid

1. BACKGROUND AND INTRODUCTORY PROVISIONS

Refer to Part 3 of this invitation to bid for background and introductory information relating to the Goods/Services and this invitation to bid.

2. OFFER AND SPECIAL CONDITIONS

2.1 Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) and requisite bid forms attached as Part 5) with its bid. Bidders must take careful note of the special conditions.

2.2 All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.

2.3 In the event that any form or certificate provided in Part 5 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

3. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS

3.1 The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.

3.2 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.

3.4 All bids must be received before the closing time and date stipulated above and must be posted to or deposited in the bid box at the address detailed on the cover page of this invitation to bid.

4. ENQUIRIES

Should any bidder have any enquiries relating to this invitation to bid, such inquiries may only be addressed to the person detailed on the cover page to this invitation to bid at the number stipulated.

5. COMPULSORY BID BRIEFING

The details of the compulsory briefing session are indicated on the cover page of the bid. Bidders will be required to sign the attendance register at the briefing session and obtain an attendance certificate. Signature of the attendance register and possession of attendance certificate will constitute proof of compliance with this condition. **Bidders who failed to attend or have not signed the attendance register as proof of attendance and do not possess attendance certificate will be disqualified.**

6. PRICING

6.1 The bidder must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached as Part 5 – Schedule C which completed form/s must be submitted together with the bid documents.

6.2 Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX.

6.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part 5 – Schedule C

7. DECLARATION OF INTEREST

The bidder should submit a duly signed declaration of interest (SBD 4) together with the bid. The declaration of interest is attached as Part 5 – Schedule E (ii).

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

The bidder must complete the declaration and sign accordingly to submit with the bid. The declaration of bidder's past supply chain management practices is attached as Part 5 – Schedule E

9. QUALIFICATIONS OF BIDDERS

Bidders must submit detailed information together with their bid of their experience in the relevant trade together with present contracts. These details should be submitted together with the bid on the form attached as Part 5 – Schedule F.

10. PARTNERSHIPS AND LEGAL ENTITIES

In the case of the bidder being a partnership, close corporation or a company all certificates reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid. These details should be submitted on the form attached as Part 5 – Schedule G

11. CONSORTIUM / JOINT VENTURE

11.1 It is recognized that bidders may wish to form consortia to provide the Services.

11.2 A bid in response to this invitation to bid by a consortium shall comply with the following1

11.2.1 It shall be signed so as to be legally binding on all consortium members;

11.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;

11.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the DOH and receive instructions for and on behalf of any and all the members of the consortium;

11.2.4 A copy of the agreement entered into by the consortium members shall be submitted with the bid.

11.2.5 Each party to the Consortium must submit a consolidated BBBEE Status Level Verification certificate for every separate bid.

11.2.6 Each party to the Consortium must submit a separate valid **PSIRA** registration certificate, **COIDA** valid letter of good standing and valid **UIF** letter of good standing.

12. ORGANISATIONAL PRINCIPLES

The bidder should submit a clear indication of the envisaged authorized organizational principles, procedures and functions for an effective delivery of the required Service at the relevant Institutions with the bid. These details should be submitted on the form attached as Part 5 – Schedule H

13. DETAILS OF THE PROSPECTIVE BIDDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT

The bidder should provide full details regarding the bidders nearest office to the Institutions at which the Services are to be provided (see Part 4 of this invitation to bid). These details should be provided on the form attached as Part 5 – Schedule I which completed form, must be submitted together with the bid.

14. FINANCIAL PARTICULARS

Bidder must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached as Part 5- Schedule J.

15. PREFERENCE POINTS CLAIM FORMS

Part 5 – Schedule K contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid.

16. VALIDITY

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **120 (One hundred and twenty)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

17. ACCEPTANCE OF BIDS

The State, the DoH does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the State even if it implies a waiver by the State, the DoH, of certain requirements which the State, the DoH, considers to be of minor importance and not complied with by the bidder.

18. NO RIGHTS OR CLAIMS

18.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the DoH. The DoH reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

18.2 Neither the DoH, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities

of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

19. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY

19.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" basis with the approval of the DoH.

19.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

20. ACCURACY OF INFORMATION

20.1 The information contained in the invitation to bid has been prepared in good faith. Neither the DoH nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.

20.2 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

21. COMPETITION

21.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the biding process which serves to limit competition amongst bidders.

21.2 In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive biding.

21.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.

21.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

22. RESERVATION OF RIGHTS

22.1 Without limitation to any other rights of the DOH (whether otherwise reserved in this invitation to bid or under law), the DOH expressly reserves the right to:-

22.1.1 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;

22.1.2 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;

22.1.3 Reject all responses submitted by bidders and to embark on a new bid process.

22.1.4 Award the bid to one or more than one service provider.

22.2 **All shortlisted bidders will be subjected to screening by National Intelligent Agency (NIA)**

22.3 It is recommended that the successful bidder employ the labourers (semi-skilled) that are within the sub-district.

23. REQUIREMENTS

23.1 The department will require verifying registration status of the entity with PSIRA; in that regard the bidders must consent to the department to request the information as per attached form Annexures Part-Schedule 5.

23.2 Previous performance of the bidder will be considered in the evaluation of the bid.

The department will require verifying registration status of the entity with PSIRA; in that regard the bidders must consent to the department to request the information as per attached form Annexures Part-Schedule 5.

23.3 Previous performance of the bidder will be considered in the evaluation of the bid.

23.4 **Financial standing of the bidder will be considered for risk analysis and bidders are required to submit documentary proof to demonstrate financial stability in the form of:-**

23.4.1 Latest financial statements in the case of Companies and in the case of Close Co-operation CC.

23.4.2 Letter from the financial institution confirming availability of funds or letter of good standing and/or proof from the financial institution indicating a positive rating must be attached.

23.4.3 Form Part 5 schedule J must be completed accordingly.

25. EVALUATION CRITERIA

25.1 The bid will be evaluated as follows:

- Stage 1: Administrative compliance /pre-qualification
- Stage 2: Functionality
- Stage 3: Price and B-BBEE Points
- Stage 4: In loco Inspection

The stages are further detailed below

25.2 In terms of Regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Act (Act 5 of 2000), responsive bids will be adjudicated by the department on the 80/20- preference points system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

The following formula will be used to calculate the points for price:

$$Ps = \frac{80(1 - Pt - P\,min)}{P\,min}$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

A maximum of 20 points may be allocated to bidders for attaining their B-BBEE status level of contributor in accordance with the table below:

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

N.B: Bidders are required to submit, together with their bids, original and valid B-BBEE status level verification certificates or certified copies to substantiate their B-BBEE rating claims.

25.3 A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non- Compliant contributor. Such bidders will score 0 out of maximum of 20 points for B-BBEE.

25.4 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level points.

25.5 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

25.6 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by an accredited verification agency will be considered for preference points or Sworn affidavit attested by Commissioner of Oaths in respect of Exempted Micro Enterprise (EME) and Qualifying Small Enterprise (QSE).

25.7 The department may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regards to preference.

25.8 The total points scored will be rounded off to the nearest 2 decimals.

25.9 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.

25.10 However, when functionality is part of evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest functionality.

25.11 Should two or more bids equal in all respects, the award shall be decided by drawing of lots.

25.12 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points

PART 4
SPECIFICATION

Bid No.	**SCMU3-MRH-P21/22-0014**
Bid Description	**RFQ TO PROVIDE PARKHOMES AT STORES AND ASSET MANAGEMENT.**

NO.	ITEM DESCRIPTION	QUANTITY
1.	SEE ATTACHED SPECIFICATION	

SPECIAL REQUIREMENTS

1. **CSD REPORT**
2. **CIDB: 1GB**
3. **WORK EXPERIENCE OR LETTER OF CERTIFICATION OF WORK COMPLETED**

Certified and corrected by End-User

Signature

Date: 31/08/2021

PRELIMINARIES
JBCC 2000

PRELIMINARIES

R

SECTION 1

MEANING OF TERMS "TENDER / TENDERER"

Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"

PRELIMINARIES

The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked "N/A" signifying "Not Applicable".

PRICING OF PRELIMINARIES

Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item

Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities.

SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT

DEFINITIONS

A1.0 **DEFINITIONS AND INTERPRETATION**

Clause 1.0

Clause 1.1 Definition of "**Commencement Date**" is added:

"**COMMENCEMENT DATE**" means the date that the possession of the site is given to the contractor

Clause 1.1 Definition of "**Construction Guarantee**" is amended by replacing it with the following:

'**CONSTRUCTION GUARANTEE**" means a guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer's** construction guarantee form as selected in the **schedule**

Clause 1.1 Definition of "**Construction Period**" is amended by replacing it with the following:

"**CONSTRUCTION PERIOD**" means the period commencing on the **commencement date** and ending on the date of **practical completion**

Clause 1.1 Definition of "**Corrupt Practice**" is added:

"**CORRUPT PRACTICE**" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

Clause 1.1 Definition of "**Fraudulent Practice**" is added:

"**FRAUDULENT PRACTICE**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.

Clause 1.1 Definition of "**Interest**" is amended by replacing it with the following:

"**INTEREST**" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

Clause 1.1 Definition of "**Principal Agent**" is amended by replacing it with the following:

"**PRINCIPAL AGENT**" means the person or entity appointed by the **employer** and named in the **schedule**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by a representative of the **employer** as named in the **schedule**

Clause 1.1 Definition of "**Security**" is amended by replacing it with the following:

"**SECURITY**" means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax"

Clause 1.6.4 is amended by replacing it with the following:

No clause

Fixed:_____ Value related:_____ Time related:_____
Item

OBJECTIVE AND PREPARATION

A2.0 **OFFER, ACCEPTANCE AND PERFORMANCE**

Clause 2.0

Fixed:_____ Value related:_____ Time related:_____
Item

A3.0 **DOCUMENTS**

Clause 3.0

Clause 3.2.1 is amended by replacing "14.1" with "14.0"

Clause 3.7 is amended by the addition of the following:

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

Clause 3.10 is amended by replacing the second reference to "**principal agent**" with the word "**employer**"

Fixed:_____ Value related:_____ Time related:_____
Item

A4.0 **DESIGN RESPONSIBILITY**

Clause 4.0

Clause 4.3 is amended by replacing it with the following:

No clause

Fixed:_____ Value related:_____ Time related:_____
Item

A5.0 **EMPLOYER'S AGENTS**

Clause 5.0

Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8

Fixed:_____ Value related:_____ Time related:_____
Item

A6.0 **SITE REPRESENTATIVE**

Clause 6.0

Fixed:_____ Value related:_____ Time related:_____
Item

A7.0 **COMPLIANCE WITH REGULATIONS**

Clause 7.0

Note: The provisions herein include *inter alia*, compliance with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), and in particular with Regulation 5(1) requiring the compilation of a health and safety plan, as well as Regulation 6(1) requiring the appointment of a construction supervisor

See also clause C10 of Section C – Specific Preliminaries

Fixed:_____ Value related:_____ Time related:_____
Item

A8.0 **WORKS RISK**

Clause 8.0

Fixed:_____ Value related:_____ Time related:_____
Item

A9.0 **INDEMNITIES**

Clause 9.0

Fixed:_____ Value related:_____ Time related:_____
Item

A10.0 **WORKS INSURANCES**

Clause 10.0

Clause 10.0 is amended by the addition of the following clauses:

10.5 Damage to the Works

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

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

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

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

10.6 Injury to Persons or loss of or damage to Properties

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

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

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

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

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

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

10.7 High risk insurance

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

10.7.1 Damage to the works

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

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

10.7.2 Injury to persons or loss of or damage to property

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

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

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

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

Fixed:_____ Value related:_____ Time related:_____

Item

A11.0 **LIABILITY INSURANCES**

Clause 11.0

Fixed:_____ Value related:_____ Time related:_____

Item

A12.0 **EFFECTING INSURANCES**

Clause 12.0

Fixed:_____ Value related:_____ Time related:_____

Item

A13.0 ***No Clause***

A14.0 **SECURITY**

Clause 14.0

Clauses 14.1 - 14.8 are amended by replacing them with the following:

14.1 In respect of contracts with a **contract sum** up to R1 million, the **security** to be provided by the **contractor** to the **employer** will be a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT)

14.1.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

14.1.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**

14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the **schedule**. Such **security** shall be provided to the **employer** within twenty-one (21) **calendar days** from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within twenty-one (21) **calendar days** from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected.

14.3 Where **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:

14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**	
14.3.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three per cent (3%) of the **contract value** (excluding VAT), and refund the balance to the **contractor**	
14.3.3 Within twenty-one (21) **calendar days** of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per cent (1%) of the **contract value** (excluding VAT) and refund the balance to the **contractor**	
14.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**	
14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**	
14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party	
14.4 Where **security** as a variable **construction guarantee** of ten percent (10%) of the **contract sum** (excluding VAT) has been selected:	N/A
14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**	N/A
14.4.2 The variable **construction guarantee** shall reduce and expire in terms of the Variable **Construction Guarantee** form included in the invitation to tender	N/A
14.4.3 The **employer** shall return the variable **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring	N/A
14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable **construction guarantee**	N/A
14.5 Where **security** as a fixed **construction guarantee** of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:	
14.5.1 The **contractor** shall furnish a fixed **construction guarantee** to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT)	
14.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of **practical completion**	
14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring	
14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8 (A) and 34.8	
14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both	
14.6 Where **security** as a cash deposit of five per cent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:	

C R

14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

14.6.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall refund the cash deposit in total to the **contractor**

14.6.3 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both

14.7 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.7.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(B)

14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**

14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this **agreement**

14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2, the **employer**, in his sole discretion and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable

Fixed:_____ Value related:_____ Time related:_____

Item

EXECUTION

A15.0 **PREPARATION FOR AND EXECUTION OF THE WORKS**

Clause 15.0

Clause 15.1.1 is amended by replacing it with:

No clause

Clause 15.1.2 is amended by replacing it with:

The **security** selected in terms of 14.0

Clause 15.1 is amended by the addition of the following clause:

15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) **calendar days** of **commencement date**

Clause 15.2.1 is amended by replacing it with the following clause:

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1.4

Fixed:_____ Value related:_____ Time related:_____

Item

A16.0 **ACCESS TO THE WORKS**

Clause 16.0

Fixed:_____ Value related:_____ Time related:_____
Item

A17.0 **CONTRACT INSTRUCTIONS**

Clause 17.0

Clause 17.1.11 is amended by deleting the words "and the appointment of **nominated** and **selected subcontractors**"

Fixed:_____ Value related:_____ Time related:_____
Item

A18.0 **SETTING OUT OF THE WORKS**

Clause 18.0

Fixed:_____ Value related:_____ Time related:_____
Item

A19.0 **ASSIGNMENT**

Clause 19.0

Fixed:_____ Value related:_____ Time related:_____
Item

A20.0 **NOMINATED SUBCONTRACTORS**

Clause 20.0

Clause 20.1.3 is amended by replacing it with the following:

No clause

Note: See item B9.1 hereinafter for adjustment of attendance on **nominated subcontractors** executing work allowed for under provisional sums

Fixed:_____ Value related:_____ Time related:_____
Item

A21.0 **SELECTED SUBCONTRACTORS**

Clause 21.0

Clause 21 is amended by replacing it with:

No clause

Fixed:_____ Value related:_____ Time related:_____
Item

A22.0 **EMPLOYER'S DIRECT CONTRACTORS**

Clause 22.0

Fixed:_____ Value related:_____ Time related:_____
Item

A23.0 **CONTRACTOR'S DOMESTIC SUBCONTRACTORS**

Clause 23.0

Fixed:_____ Value related:_____ Time related:_____

Item

COMPLETION

A24.0 **PRACTICAL COMPLETION**

Clause 24.0

Fixed:_____ Value related:_____ Time related:_____

Item

A25.0 **WORKS COMPLETION**

Clause 25.0

Fixed:_____ Value related:_____ Time related:_____

Item

A26.0 **FINAL COMPLETION**

Clause 26.0

Clause 26.1.2 is amended by inserting "#" next to 26.1.2

Fixed:_____ Value related:_____ Time related:_____

Item

A27.0 **LATENT DEFECTS LIABILITY PERIOD**

Clause 27.0

Fixed:_____ Value related:_____ Time related:_____

Item

A28.0 **SECTIONAL COMPLETION**

Clause 28.0

Fixed:_____ Value related:_____ Time related:_____

Item

A29.0 **REVISION OF DATE FOR PRACTICAL COMPLETION**

Clause 29.0

Clause 29.2.5 is amended by replacing it with:

No clause

Fixed:_____ Value related:_____ Time related:_____

Item

A30.0 **PENALTY FOR NON-COMPLETION**

Clause 30.0

Fixed:_____ Value related:_____ Time related:_____

Item

PAYMENT

A31.0 **INTERIM PAYMENT TO THE CONTRACTOR**

Clause 31.0

Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"

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Clause 31.8 is amended by replacing it with the following two alternative clauses:

Alternative A

31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(A).1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(A).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(A).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(A).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

Alternative B

31.8(B) Where **security** as a payment reduction in terms of 14.7 has been selected, the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(B).1 Ninety per cent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(B).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(B).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(B).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

Clause 31.12 is amended by deleting the following:

Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due

Fixed:_____ Value related:_____ Time related:_____

Item

A32.0 **ADJUSTMENT TO THE CONTRACT VALUE**

	Clause 32.0 Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence: "due to no fault of the **contractor**" Fixed:_____ Value related:_____ Time related:_____ **Item**			
A33.0	**RECOVERY OF EXPENSE AND LOSS** Clause 33.0 Fixed:_____ Value related:_____ Time related:_____ **Item**			
A34.0	**FINAL ACCOUNT AND FINAL PAYMENT** Clause 34.0 Clause 34.1 is amended by removing "#" next to 34.1 Clause 34.2 is amended by inserting "#" next to 34.2 Clause 34.8 is amended by deleting the words "where **security** as a fixed **construction guarantee** in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1" Clause 34.13 is amended by replacing "seven (7) **calendar days**" with "twenty-one (21) **calendar days**" and deleting the words "subject to the **employer** giving the **contractor** a tax invoice for the amount due" Fixed:_____ Value related:_____ Time related:_____ **Item**			
A35.0	**PAYMENT TO OTHER PARTIES** Clause 35.0 Fixed:_____ Value related:_____ Time related:_____ **Item**			
	CANCELLATION			
A36.0	**CANCELLATION BY EMPLOYER – CONTRACTOR'S DEFAULT** Clause 36.0 Clause 36.1 is amended by the addition of the following clauses: 36.1.3 refuses or neglects to comply strictly with any of the conditions of contract 36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa 36.1.5 in the judgement of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "**principal agent**" with "**employer**" Clause 36.0 is amended by the addition of the following clause:			

36.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed:_____ Value related:_____ Time related:_____

Item

A37.0 **CANCELLATION BY EMPLOYER – LOSS AND DAMAGE**

Clause 37.0

Clause 37.3.5 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"

Clause 37.0 is amended by the addition of the following clause:

37.5 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed:_____ Value related:_____ Time related:_____

Item

A38.0 **CANCELLATION BY CONTRACTOR – EMPLOYER'S DEFAULT**

Clause 38.0

Clause 38.5.4 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"

Clause 38.0 is amended by the addition of the following clause:

38.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed:_____ Value related:_____ Time related:_____

Item

A39.0 **CANCELLATION – CESSATION OF THE WORKS**

Clause 39.0

Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one hundred and twenty (120) **working days** of completion of such a report"

Fixed:_____ Value related:_____ Time related:_____

Item

DISPUTE

A40.0 **DISPUTE SETTLEMENT**

Clause 40.0

Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"

Clause 40.6 is amended by removing the reference to:

No clause

Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:

Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the **mediator** and related costs

	Fixed:_____ Value related:_____ Time related:_____ **Item**		
	SUBSTITUTE PROVISIONS		
A41.0	**STATE CLAUSES**		
	Clause 41.0		
	Fixed:_____ Value related:_____ Time related:_____ **Item**		
	CONTRACT VARIABLES		
	THE SCHEDULE (C1.2: CONTRACT DATA)		
A42.0	**PRE-TENDER INFORMATION**		
	Clause 42.0		
	Tenderers are referred to the document C1.2: Contract Data for variables pertaining to this contract		
	Fixed:_____ Value related:_____ Time related:_____ **Item**		

SECTION B: JBCC PRELIMINARIES

B1.0 **DEFINITIONS AND INTERPRETATION**

B1.1 ***Definitions and interpretation***

See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section

Fixed:_____ Value related:_____ Time related:_____
Item

B2.0 **DOCUMENTS**

B2.1 ***Checking of documents***

Fixed:_____ Value related:_____ Time related:_____
Item

B2.2 ***Provisional bills of quantities***

Fixed:_____ Value related:_____ Time related:_____
Item

B2.3 ***Availability of construction documentation***

Fixed:_____ Value related:_____ Time related:_____
Item

B2.4 ***Interests of agents***

Fixed:_____ Value related:_____ Time related:_____
Item

B2.5 ***Priced documents***

Fixed:_____ Value related:_____ Time related:_____
Item

B2.6 ***Tender submission***

Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance (C1.1)"

Fixed:_____ Value related:_____ Time related:_____
Item

B3.0 **THE SITE**

B3.1 ***Defined works area***

Fixed:_____ Value related:_____ Time related:_____
Item

B3.2 ***Geotechnical investigation***

Fixed:_____ Value related:_____ Time related:_____
Item

B3.3 ***Inspection of the site***

Tenderers shall complete the Site Inspection Certificate (T2.2k) included in the tender documents and return the same with the tender submission.

c R

Fixed:_____ Value related:_____ Time related:_____

Item

B3.4 ***Existing premises occupied***

Fixed:_____ Value related:_____ Time related:_____

Item

B3.5 ***Previous work – dimensional accuracy***

Fixed:_____ Value related:_____ Time related:_____

Item

B3.6 ***Previous work – defects***

Fixed:_____ Value related:_____ Time related:_____

Item

B3.7 ***Services – known***

Fixed:_____ Value related:_____ Time related:_____

Item

B3.8 ***Services – unknown***

Fixed:_____ Value related:_____ Time related:_____

Item

B3.9 ***Protection of trees***

Fixed:_____ Value related:_____ Time related:_____

Item

B3.10 ***Articles of value***

Fixed:_____ Value related:_____ Time related:_____

Item

B3.11 ***Inspection of adjoining properties***

Fixed:_____ Value related:_____ Time related:_____

Item

B4.0 **MANAGEMENT OF CONTRACT**

B4.1 ***Management of the works***

Fixed:_____ Value related:_____ Time related:_____

Item

B4.2 ***Programme for the works***

Fixed:_____ Value related:_____ Time related:_____

Item

B4.3 ***Progress meetings***

Fixed:_____ Value related:_____ Time related:_____

Item

B4.4 ***Technical meetings***

Fixed:_____ Value related:_____ Time related:_____

Item

B4.5 ***Labour and plant records***

c R

Fixed:_____ Value related:_____ Time related:_____
Item

B5.0 **SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS**

B5.1 ***Samples of materials***

Fixed:_____ Value related:_____ Time related:_____
Item

B5.2 ***Workmanship samples***

Fixed:_____ Value related:_____ Time related:_____
Item

B5.3 ***Shop drawings***

Fixed:_____ Value related:_____ Time related:_____
Item

B5.4 ***Compliance with manufacturers' instructions***

Fixed:_____ Value related:_____ Time related:_____
Item

B6.0 **TEMPORARY WORKS AND PLANT**

B6.1 ***Deposits and fees***

Fixed:_____ Value related:_____ Time related:_____
Item

B6.2 ***Enclosure of the works***

Fixed:_____ Value related:_____ Time related:_____
Item

B6.3 ***Advertising***

Fixed:_____ Value related:_____ Time related:_____
Item

B6.4 ***Plant, equipment, sheds and offices***

Fixed:_____ Value related:_____ Time related:_____
Item

B6.5 ***Main notice board***

Fixed:_____ Value related:_____ Time related:_____
Item

B6.6 ***Subcontractors' notice board***

Fixed:_____ Value related:_____ Time related:_____
Item

B7.0 **TEMPORARY SERVICES**

B7.1 ***Location***

Fixed:_____ Value related:_____ Time related:_____
Item

		c	R
B7.2	***Water***		
	Fixed:_____ Value related:_____ Time related:_____		
		Item	
B7.3	***Electricity***		
	Fixed:_____ Value related:_____ Time related:_____		
		Item	
B7.4	***Telecommunication facilities***		
	Fixed:_____ Value related:_____ Time related:_____		
		Item	
B7.5	***Ablution facilities***		
	Fixed:_____ Value related:_____ Time related:_____		
		Item	
B8.0	**PRIME COST AMOUNTS**		
B8.1	***Responsibility for prime cost amounts***		
	Fixed:_____ Value related:_____ Time related:_____		
		Item	
B9.0	**ATTENDANCE ON N/S SUBCONTRACTORS**		
B9.1	***General attendance***		
	Fixed:_____ Value related:_____ Time related:_____		
		Item	
B9.2	***Special attendance***		
	Fixed:_____ Value related:_____ Time related:_____		
		Item	
B9.3	***Commissioning – fuel, water and electricity***		
	Fixed:_____ Value related:_____ Time related:_____		
		Item	
B10.0	**FINANCIAL ASPECTS**		
B10.1	***Statutory taxes, duties and levies***		
	Fixed:_____ Value related:_____ Time related:_____		
		Item	
B10.2	***Payment for preliminaries***		
	Fixed:_____ Value related:_____ Time related:_____		
		Item	
B10.3	***Adjustment of preliminaries***		
	Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) **working days** of taking possession of the **site**" with "in his priced **bills of quantities / lump sum document** submitted with his tender offer"		

		C	R
	Fixed:_____ Value related:_____ Time related:_____	Item	
B10.4	***Payment certificate cash flow***		
	Fixed:_____ Value related:_____ Time related:_____	Item	
B11.0	**GENERAL**		
B11.1	***Protection of the works***		
	Fixed:_____ Value related:_____ Time related:_____	Item	
B11.2	***Protection / isolation of existing / sectionally occupied works***		
	Fixed:_____ Value related:_____ Time related:_____	Item	
B11.3	***Security of the works***		
	Fixed:_____ Value related:_____ Time related:_____	Item	
B11.4	***Notice before covering work***		
	Fixed:_____ Value related:_____ Time related:_____	Item	
B11.5	***Disturbance***		
	Fixed:_____ Value related:_____ Time related:_____	Item	
B11.6	***Environmental disturbance***		
	Fixed:_____ Value related:_____ Time related:_____	Item	
B11.7	***Works cleaning and clearing***		
	Fixed:_____ Value related:_____ Time related:_____	Item	
B11.8	***Vermin***		
	Fixed:_____ Value related:_____ Time related:_____	Item	
B11.9	***Overhand work***		
	Fixed:_____ Value related:_____ Time related:_____	Item	
B11.10	***Instruction manuals and guarantees***		
	Fixed:_____ Value related:_____ Time related:_____	Item	
B11.11	***As built information***		
	Fixed:_____ Value related:_____ Time related:_____	Item	

c R

B11.12 ***Tenant installations***

Fixed:_____ Value related:_____ Time related:_____

Item

B12.0 **SCHEDULE OF VARIABLES**

B12.1 ***Pre-tender information***

Fixed:_____ Value related:_____ Time related:_____

Item

This **schedule** contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these **Preliminaries**.

Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the **schedule**. Key cross reference clauses are italicised in *[ ]* brackets

12.1 PRE-TENDER INFORMATION

12.1.1 ***Provisional bills of quantities***
[2.2] *The quantities are provisional* *(yes/no)* ☐

12.1.2 ***Availability of construction documentation***
[2.3] *Construction documentation is complete* *(yes/no)* ☐

12.1.3 ***Interests of agents***
[2.4] Details:

12.1.4 ***Defined works area***
[3.1] Details:

12.1.5 ***Geotechnical investigation***
[3.2] Details:

12.1.6 ***Existing premises occupied***
[3.4] Specific requirements:

12.1.7 ***Previous work – dimensional accuracy***
[3.5] Details:

12.1.8 ***Previous work - defects***
[3.6] Details:

12.19. ***Services - known***
[3.7] Details:

12.1.10 ***Protection of trees***
[3.9] Specific requirements:

12.1.11 ***Inspection of adjoining properties***
[3.11] Specific requirements:

12.1.12 ***Enclosure of the works***

			c R
[6.2]	Specific requirements:		
12.1.13 [6.4.3]	***Offices*** Specific requirements: The **contractor** shall provide, maintain and remove on completion of the works an office for the exclusive use of the **principal agent**, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times.		
12.1.14 [6.5]	***Main notice board*** Specific requirements: The **contractor** shall provide, erect where directed, maintain and remove on completion of the **works** a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering.		
12.1.15 [6.6]	***Subcontractors' notice board*** Specific requirements:	*(yes/no)* ☐	
12.1.16 [7.2]	***Water*** Option A (by **contractor**)	*(yes/no)* ☐	
	Option B (by **employer** - free of charge)	*(yes/no)* ☐	
	Option C (by **employer** - metered)	*(yes/no)* ☐	
12.1.17 [7.3]	***Electricity*** Option A (by **contractor**)	*(yes/no)* ☐	
	Option B (by **employer** - free of charge)	*(yes/no)* ☐	
	Option C (by **employer** - metered)	*(yes/no)* ☐	
12.1.18 [7.4]	***Telecommunications*** Telephone	*(yes/no)* ☐	
	Facsimile	*(yes/no)* ☐	
	E-mail	*(yes/no)* ☐	
12.1.19 [7.5]	***Ablution facilities*** Option A (by **contractor**)	*(yes/no)* ☐	
	Option B (by **employer**)	*(yes/no)* ☐	
12.1.20 [11.2]	***Protection of existing/sectionally occupied works*** Protection is required	*(yes/no)* ☐	
12.1.21 [9.2]	***Special attendance*** **Subcontractor** (1) details:		
	Subcontractor (2) details:		

c		R
	Subcontractor (3) details:	
	Subcontractor (4) details:	
12.1.22 *[11.1]*	***Protection of the works*** Specific requirements:	
12.1.23 *[11.5]*	***Disturbance*** Specific requirements: The **contractor** shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the **works** all necessary temporary dust screens all to the satisfaction of the **principal agent**	
12.1.24 *[11.6]*	***Environmental disturbance*** Specific requirements:	
12.2 12.2.1	**POST-TENDER INFORMATION** ***Payment of preliminaries***	
[10.2]	Option A (prorated) *(yes/no)* ☐	
	Option B (calculated) *(yes/no)* ☐	
12.2.2 *[10.3]*	***Adjustment of preliminaries*** Option A (three categories) *(yes/no)* ☐	
	Option B (detailed breakdown) *(yes/no)* ☐	
12.2.3	***Additional agreed preliminaries items*** Details:	

Supply and delivery of prefabricated structures for Mthatha Regional Hospital SCM stores and asset management unit

c			R

c	**SECTION C: SPECIFIC PRELIMINARIES**	R
	Section C contains specific preliminary items which apply to this contract except where (Not Applicable) appears against an item	N/A
C1	**CONTRACT DRAWINGS**	
	** Select relevant paragraph and delete whichever is not applicable depending on whether the contract is based on a **bills of quantities** or **lump sum document***	
	* The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed	
	* A full set of drawings is issued with the tender documents indicating the full scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed	
	Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent**	
	Fixed: _____ Value related:_____ Time related:_____ **Item**	
C2	**GENERAL PREAMBLES**	
	The document "Specification of Materials and Methods to be used (PW371)" is obtainable on request from the head office and all regional offices of the Department, and shall be read in conjunction with the **bills of quantities / lump sum document** and be referred to for the full descriptions of work to be done and materials to be used	
	Fixed: _____ Value related:_____ Time related:_____ **Item**	
C3	**TRADE NAMES**	
	Wherever a trade name for any product has been described in the **bills of quantities / lump sum document**, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the **principal agent** being obtained prior to the closing date for submission of tenders	
	If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for	
	Fixed: _____ Value related:_____ Time related:_____ **Item**	
C4	**IMPORTED MATERIALS AND EQUIPMENT**	
	Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment (T2.2q) to be completed by tenderer)	
	Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)	

Fixed: _____ Value related:_____ Time related:_____
Item

C5 **VIEWING THE SITE IN SECURITY AREAS**

The **site** is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the **site** for tendering purposes

Fixed: _____ Value related:_____ Time related:_____
Item

C6 **COMMENCEMENT OF WORKS IN SECURITY AREAS**

As the **works** falls within a security area the **contractor** must give the unit commander or other responsible officer notice before commencement of the **works**. Should the **contractor** fail to make such arrangements, admission to the **site** may be refused and any additional costs will be for the **contractor's** account

Fixed: _____ Value related:_____ Time related:_____
Item

C7 **ENTRANCE PERMITS TO SECURITY AREAS**

As the **works** falls within a security area the **contractor** shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer

Fixed: _____ Value related:_____ Time related:_____
Item

C8 **SECURITY CHECK OF PERSONNEL**

The **principal agent** may require the **contractor** to have his personnel and workmen, or a certain number of them, security classified

In the event of the **principal agent** requesting the removal of a person or persons from the **works** for security reasons, the **contractor** shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the **works** and the **site** and/or to any document or information relating to the **works**

Fixed:_____ Value related:_____ Time related:_____
Item

C9 **PROHIBITION ON TAKING OF PHOTOGRAPHS**

In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister

The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959

Fixed:_____ Value related:_____ Time related:_____
Item

C10 **HIV/AIDS AWARENESS**

c R

It is required of the **contractor** to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities / lump sum document**. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained

The **contractor** must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of Clause A 31 of "Section 1: Preliminaries (Section A)" or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

C10.1 **AWARENESS CHAMPION**

Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification

Fixed:_____ **Value related:**_____ **Time related:**_____

Item

C10.2 **AWARENESS WORKSHOPS**

Selection and appointment of a competent Service Provider approved by the **principal agent**, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification

Fixed:_____ Value related:_____ Time related:_____

Item

C10.3 **POSTERS, BOOKLETS, VIDEOS, ETC.**

Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

Fixed:_____ Value related:_____ Time related:_____

Item

C10.4 **ACCESS TO CONDOMS**

Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

Fixed:_____ Value related:_____ Time related:_____

Item

C10.5 **MONITORING**

Monitoring HIV/AIDS awareness of workers, providing the **principal agent** with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the **construction period** and close out, all in accordance with the HIV/AIDS Specification

C	Fixed:_____ Value related:_____ Time related:_____				R
				Item	

SECTION 1
PRELIMINARIES

COLLECTION

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Carried forward R

Brought forward R

		Brought forward R	R
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			R c	
		Brought forward R		
		Carried forward R		
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	PRELIMINARIES			
	CARRIED TO FINAL SUMMARY	R		

SUBTOTALS:	R	C
Category: Fixed R		
Category: Value R		
Category: Time R		

Item No		Unit	Quantity	Rate	Amount
	Supply, installation and commission of coplete prefabricated structure				
11	8000 x 6000mm insulated partitioned into office, living area, kitchenette and toilet including built in sink and cupboard made up of melamine including bar handles stainless steel sink, electricity, plumbing and sewer connectiom 30m to the existing sewer line and povision of ramps of ramps for desabled people and stairs.		2		
	PROVISIONAL SUMS				
	Provide the sum of R35 000.00 (Thirty Five Thousand Rands for Electrical installation supplied and fixed complete		Item		R
	Allow for general attendance		Item		R
	Allow for profit if required		Item		R
	Provide the sum of R80 000.00 (Eighty Thousand Rands) for Air conditioning installation supplied and fixed complete		Item		R
	Allow for general attendance		Item		R
	Allow for profit if required		Item		R
	Provide the sum of R35 000.00 (Thirty Five Thousand Rands) for Plumbing installation supplied and fixed complete		Item		R
	Allow for general attendance		Item		R
	Allow for profit if required		Item		R
	Preliminaries			R	
	Page 1			R	
	Page 2			R	
	SUB TOTAL			R	
	Allow 5% for contigencies			R	
	SUB TOTAL			R	
	VAT @ 15%			R	
	TOTAL AMOUNT			R	
	Department of Health Mthatha Regional Hospital				

Compiled by: SATINI
Signature :
Date : 16/07/2021

Porject Leader: SATINI
Signature:
Date: 16/07/2021

Item No.		Unit	Quantity	Rate	Amount
	DEMOLITION AND SITE CLEARANCE				
	Breaking up and remove concrete surface bed, slabs etc.				
1	100mm thick concrete slabs.	m^2	50		
2	Break down and remove blockwork wall	m^2	40		
	SITE CLEARANCE				
3	Allow for the removal of old material, rubbish, debris etc to a recommended dumping site 5 km away from hospital.	Item			
	EXCAVATIONS, FILLING, ETC				
	Excavation in earth not exceeding 2m deep				
4	Excavate in earth to reduce levels under floors not exceeding 2000mm deep	m^3	10		
	FILLING, ETC				
	Earth filling supplied by the contractor compacted to 93% Mod AASHTO density				
5	Filling under floor slab	m^3	12		
	CONCRETE, FORMWORK AND REINFORCEMENT				
	Mass cement concrete (25Mpa) in:				
6	100mm thick conrete slab	m^3	5		
7	Aprons	m^3	2		
	CONCRETE SUNDRIES				
	Finishing top surfaces of concrete smooth with a wood float				
8	Slabs aprons etc.	m^2	63		
	FORMWORK				
	Smooth formwork 100mm thick plywood to sides of slab, soofit, risers etc.				
9	Sides of the slab not exceeding 300mm high	m	80		
	WATERPROOFING				
10	One layer 250 micron water proof sheeting undr slab,	m^2	63		
	Carried to collection			R	

SBD 3.3

Part 5 - Schedule B
Pricing Schedule

NAME OF BIDDER: .....BID NO.: **SCMU3-MRH-P21/22-0014**

CLOSING TIME **11:00 AM** ON THE

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.
NB: USE INK, PREFERABLY BLACK, TO FILL IN THIS FORM

NO	ITEM DESCRIPTION	QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL PRICE
	SUB TOTAL				
	Vat @15%				
	TOTAL				

- Required by: **Eastern Cape Department of Health**
-
- At: **Mthatha Regional Hospital**

NB: PLEASE ATTACH YOUR ORIGINAL QUOTATION AS PER THE ORIGINAL SPECIFICATION.

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], 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 persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

   - the bidder is employed by the state; and/or

   - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.2 Full Name of bidder or his or her representative:
.....

2.3 Identity Number:.....

2.4 Position occupied in the Company (director, trustee, shareholder[2]):
.....

2.5 Company Registration Number: .....

2.6 Tax Reference Number:
.....

2.7 VAT Registration Number:
.....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

[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 presently employed by the state? **YES / NO**

2.7.1 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:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.
.....
.....

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

2.10.1If so, furnish particulars.

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

2.10. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:
.....
.....
.....

3 **Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

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

SBD 8

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, the following 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).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? ***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

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 behalf of: _____that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....	.....
Signature	Date
.....	.....
Position	Name of Bidder

[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.

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations,

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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, 2017.

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

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

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 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.

preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = ...(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	

7.1.1 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 or QSE
(Tick applicable box)

YES		NO	

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

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

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

8.7 Total number of years the company/firm has been in business:.....

8.8 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 contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor 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;

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

(e) forward the matter for criminal prosecution.

WITNESSES

1. .....

2. .....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....