

MPFUMELELO BUSINESS ENTERPRISE

QUOTATION NO: 150362/1

APPOINTMENT OF SERVICE PROVIDER FOR THE CONSTRUCTION PUMP STATION 2 BUILDING WORK AT LOSKOP REGIONAL BULK WATER SUPPLY SCHEME IN THEMBISILE HANI LOCAL MUNICIPALITY, WORK PACKAGE 1

Name of Entity	
Price (Excl. VAT)	
CIDB	3 CE OR HIGHER

Prepared & Issued By: Mpumelelo Business Enterprise 21 Norwin White River Mpumalanga 1240 Tel: 013-751-3301 Fax: 013-751-2498	Enquiries: Pastor Thuli Mhlongo Mpumelelo Business Enterprise 21 Norwin White River Mpumalanga 1240 Cell: 082-53330121
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SUBMISSION DETAILS

TENDER BOX	<ul style="list-style-type: none">• MPFUMELELO BUSINESS ENTERPRISE 2A WALTER SISULU STREET, GROUND FLOOR, MIDDELBURG(MPUMALANGA) OR• WORK PACKAGE 1 SITE OFFICE
CLOSING DATE AND TIME	Friday, 5th May 2023 @ 12H00

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**APPOINTMENT OF SERVICE PROVIDER FOR THE CONSTRUCTION PUMP
STATION 2 BUILDING WORK AT LOSKOP REGIONAL BULK WATER SUPPLY
SCHEME IN THEMBISILE HANI LOCAL MUNICIPALITY, WORK PACKAGE 1**

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MPFUMELELO BUSINESS ENTERPRISE hereby invites quotations from suitably qualified service providers for the APPOINTMENT OF SERVICE PROVIDER FOR CONSTRUCTION **PUMP STATION 2 BUILDING WORK AT LOSKOP REGIONAL BULK WATER SUPPLY SCHEME IN THEMBISILE HANI LOCAL MUNICIPALITY, WORK PACKAGE 1.**

Quotations may only be submitted on the quotation document issued. Copies of the quotation document will be available at **Mpfumelelo Business Enterprise Site Office Building at reception and Nkangala District Municipality.**

Quotations, in a sealed envelope and clearly marked “***Quotation number and description of the project***”, must be submitted in the Tender Box at Mpfumelelo Business Enterprise site office or Nkangala District Municipality at 2A Walter Sisulu Street, Middelburg, Mpumalanga, not later than **12H00 on 5th May 2023.**

GENERAL:

- Quotations shall remain valid for a period of **90** days from the closing; no, no late, faxed or e-mailed quotations will be accepted.

For enquiries, please contact **Pastor Thuli Mhlongo** at **082-53330121** during office hours, Monday to Friday, between 07H30-13H00 and 13H45-16H15.

Quotations will be evaluated in terms of the Supply Chain Management policy of the **Nkangala District Municipality**. The lowest quotation will not necessarily be accepted and the right to accept the whole or part of any quotation or not to consider any quotation not suitably endorsed is fully reserved by **Mpfumelelo Business Enterprise.**

INSTRUCTIONS TO QUOTATIONS:	
1.	Failure to complete all returnable schedules and signing thereof will result in an automatic disqualification.
2.	Proposals and any other supporting documents must be attached to the back of this quotation document.
3.	No quotation document will be considered unless submitted on Council's Official quotation Document.
4.	A quotation document submitted by a registered company may not be considered unless accompanied by a resolution of a Board of Directors of the Company authorizing the person to sign the quotation document on behalf of the Company.
5.	Quotations completed in ink shall be submitted in a sealed envelope, clearly marked with the relevant Project number and / or project description, to Tender Box.
6.	Quotations received after the closing date and time shall not be considered.
7.	The Council retains the right to call for any additional information that it may deem necessary.
8.	The Council will not be held responsible for any expenses incurred by the company in preparing and submitting the quotations.
9.	If quoting as a Joint Venture, the Joint Venture Agreement must be submitted with the quotation documents detailing the split of responsibilities in terms of the tender specifications, i.e. the percentage of work to be done by each partner.
10.	Check the quotation documents on receipt for completeness and notify the employer of any discrepancy or omission.
11.	Treat as confidential all matters arising in connection with the quotation. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a quotation offer in response to the invitation.
12.	Obtain, as necessary for submitting a quotation, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the quotation documents by reference
13.	Pricing the tender State the rates and prices in South African currency (ZAR) Rand.
14.	Quotations communicated on paper shall be submitted as original.
15.	Telephonic, telegraphic, telex, facsimile or e-mailed quotations will <u>not</u> be accepted.
16.	Accept that quotations, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive
17.	The quotation validity period is 90 Days.

18	The company, quoting, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.						
19	<p>The following is required to be submit with the quotation:</p> <p>(1) A valid Tax Clearance Certificate issued by the South African Revenue Services;</p> <p>(2) A copy of the Company / CC Registration. In case of Joint Venture –both companies / cc to submit registration documentation.</p> <p>(3) In case of Joint Venture – the Joint Venture Agreement.</p> <p>(4) Duly signed and dated of Authority of Signatory on company Letterhead.</p> <p>(5) Specific Goals in terms of the provisions of the Preferential procurement Regulations, 2022</p>						
20	<p>Eligibility</p> <p>Only those bidders who satisfy the following criteria are eligible to submit tenders:</p>						
21	<p>Evaluation of Quotations</p> <p>Notice is drawn to the fact that the awarding of this quotation will be in terms of the Supply Chain Management Policy of the Nkangala District Officer and prescribed evaluation criteria in terms of the Supply Chain Management Regulations, 2005</p>						
22	Evaluation points						
	<p>Preference points for this bid shall be awarded for:</p> <p>(a) Price; and</p> <p>(b) Specific Goals in terms of the Preferential Procurement Regulations 2022</p>						
	The maximum points for this quotation are allocated as follows:						
	<table border="1"> <tr> <td></td><td>POINTS</td></tr> <tr> <td>PRICE</td><td>80</td></tr> <tr> <td>SPECIFIC GOALS</td><td>20</td></tr> </table>		POINTS	PRICE	80	SPECIFIC GOALS	20
	POINTS						
PRICE	80						
SPECIFIC GOALS	20						

	Total points for Price and Specific Goals must not exceed	100	
23	The number of paper copies of the signed contract to be provided by the Employer is one.		
24	<p>The additional conditions of the quotation are:</p> <ol style="list-style-type: none"> 1 Mpfumelelo Business Enterprise may also request that the company quoting provide written evidence that his financial, labor and resources are adequate for carrying out the project. 2 Mpfumelelo Business Enterprise reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any entity quoting. The entity quoting shall provide all reasonable assistance in such investigations. 3 Mpfumelelo Business Enterprise reserves the right to appoint a different Contractor for each project. The entity quoting shall be required to complete the form of offer. 4 That the issuing by the contractor of cessions is expressly prohibited except if and when prior written approval of the Mpfumelelo Business Enterprise under the signature of the Municipal Manager for the issue of a cession has been requested and obtained. 		

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T2.1 LIST OF RETURNABLE DOCUMENTS

The following returnable Schedules MUST be completed:

Returnable Schedules required for evaluation purposes

Form A	INVITATION TO BID
Form B	DECLARATION OF GOOD STANDING REGARDING TAX
Form C	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
Form D	AUTHORITY OF SIGNATORY
Form E	PREFERENCE SCHEDULE
Form F	DECLARATION OF INTEREST
Form G	FINANCIAL REFERENCES /BIDDER'S CREDIT RATING AND BANK DETAILS
Form H	CERTIFICATE OF INDEPENDENT BID DETERMINATION
Form I	DECLARATION OF MUNICIPAL ACCOUNT
Form J	SCHEDULE OF PREVIOUS EXPERIENCE
Form K	SCHEDULE OF CURRENT PROJECTS
Form L	SCHEDULE OF PROPOSED SUB- CONTRACTORS
Form M	DECLARATION OF TENDERER'S LITIGATION HISTORY

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (MPFUMELELO BUSINESS ENTERPRISE)					
BID NUMBER:	150362/1	CLOSING DATE:	26-April-2023	CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR THE CONSTRUCTION PUMP STATION 2 BUILDING WORK AT LOSKOP REGIONAL BULK WATER SUPPLY SCHEME IN THEMBISILE HANI LOCAL MUNICIPALITY, WORK PACKAGE 1				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SITE OFFICE MPFUMELELO BUSINESS ENTERPRISE/ OR NKANGALA DISTRICT MUNICIPALITY					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Supply Chain		CONTACT PERSON	Mr B.S Nkosi	
CONTACT PERSON	Mr S.I Masilela		TELEPHONE NUMBER	013 249 2055	
TELEPHONE NUMBER	013 249 2104		FACSIMILE NUMBER		

FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

ATTACH THE FOLLOWING DOCUMENTS HERETO

1. For Closed Corporations

- CK1 or CK2 as applicable (Founding Statement)
- Copy(s) of ID(s) of Director(s)

2. For Companies

- A copy of the Certificate of Incorporation
- Copy(s) of ID(s) of Director(s) and
- the shareholders register.

3. For Joint Venture Agreements

- Copy of the Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

4. For Partnership

- Copy(s) of ID(s) of Director(s) of the partners

5. One person Business / Sole trader

- Copy of ID

6. Details of Tax Compliance Status from South African Revenue Service and Provide eSARS to access.

7. Duly Signed and dated original or copy of Authority of Signatory on company Letterhead

8. Specific Goals claim in terms of the Preferential Procurement Regulations 2022

FORM B: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)**DETAILS OF TAX COMPLIANCE STATUS:**

TAXPAYER NAME	
TRADING NAME	
TAX REFERENCE NUMBER (S)	
VAT	
PIN	
EXPIRY DATE	

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to apply for Tax Compliance Status (TCS) online or at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Compliance Status (TCS) that will be valid for a period of 1 (one) year from the date of approval.
3. The Tax Compliance Status (TCS) must be submitted together with the bid. Failure to submit the Tax Compliance Status (TCS) will result in the invalidation of the bid.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS).
5. Applications for the Tax Compliance Status (TCS) may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

FORM C: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2005).
- 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	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audialterampartem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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 2005)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	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

FORM D: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name :	
Contact number :	
Office address :	

Signatories for close corporations and companies shall confirm their authority by filling in and attaching to this form a **duly signed and dated original or copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on (date)

Mr


has been duly authorized to sign all documents in connection with the Tender for Contract Number

.....and any Contract which may arise there from on

behalf of

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

**ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL OR A
COPY OF AN AUTHORITY OF SIGNATORY ON COMPANY
LETTERHEAD**

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

FORM E: PREFERENCE SCHEDULE

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to 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 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 System shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(c) Price; and

(d) Specific goals in terms of the Preferential Procurement Regulations 2022

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

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

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

2. DEFINITIONS

2.1 **“black people”** is a generic term which means Africans, Coloureds and Indians;

- 2.2 **“broad-based black economic empowerment”** means the economic empowerment of all black people including women, workers, youth, people with disabilities and people living in rural areas through diverse but integrated socio-economic strategies that include. but are not limited to:
- increasing the number of black people that manage, own and control enterprises and productive assets; facilitating ownership and management of enterprises and productive assets by communities, workers, cooperatives and other collective enterprises;
 - human resource and skills development;
 - achieving equitable representation in all occupational categories and levels in the workforce;
 - preferential procurement; and
 - investment in enterprises that are owned or managed by black people;
- 2.3 **“Designated group”** means Black designated groups; Black people; Women; People with disabilities; or Small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996);
- 2.4 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.5 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen:
- who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa Act 110 of 1983 or the Constitution of the Republic of South Africa Act 200 of 1993 (“the Interim Constitution”); and / or
 - who is a female; and / or
 - who has a disability;
- Provided that a person who obtained South Africa citizenship on or after the coming into effect of the Interim Constitution is deemed not to be an HDI.
- 2.6 **“Locality”** means a business enterprise located within the boundaries of MPFUMELELO BUSINESS ENTERPRISE to score points for locality.
- 2.7 **“Reconstruction and development Programme as published in Government Gazette No. 16085 dated 23 November 1994”** means in terms of Section 2(1) of the PPPFA of 2000 an organ of state must implement the programmes of the RDP and provide for points to be awarded for specific goals. In particular, some of the RDP goals that need to be considered in developing the Preferential Procurement policies include:
- Previously Disadvantaged Individuals;
 - Women;
 - Disabled Persons;
 - Youth; and
 - Local Labour.

- 2.8 **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- 2.9 **“Targeted Enterprises”** means those enterprises (suppliers, manufacturers, service providers or construction works contractors) that own, operate or maintain premises within the target area defined in the contract, for the purposes of carrying out their normal business operations.
- 2.10 **“Targeted Labour”** means those individuals employed by a contractor, or sub-contractor, in the performance of a contract, who are defined in the contract as the target group, and who permanently reside in the defined target area.
- 2.11 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 2.12 **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- 2.13 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 2.14 **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- 2.15 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)
- 2.16 **“Women equity”** means an organisation or company which has at least twenty five percent of women ownership.
- 2.17 **“Youth”** means persons between the ages of 14 and 35.

3. **FORMULAE FOR PROCUREMENT**

3.1 **POINTS AWARDED FOR PRICE**

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

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

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

The specific goals allocated points in terms of this tender	Number of points Allocated (80/20 system) (To be completed by the organ of state)		Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI	30%	6	
Gender	30%	6	
Disability	30%	6	
Local Labour	5%	1	
Youth	5%	1	

4.2 SPECIFIC GOALS CLAIM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022:

4.2.1 NOTE 1 – HDI IN TERMS OF PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT NO. OF 2000, CLAUSE 2.1(d)

It must be noted that a total points of **30%** are obtainable in relation to the requirements as mentioned on the table above. Proof of in the form of **Ownership Information** contained in the **Central Supplier Database (CSD)** full report. Failure to submit evidential supporting documents (**refer to Note: 1**) is not an eliminating factor BUT a zero point will be scored.

Category	Specific goals points
51% - 100% HDI owned companies	30%
10% - 50% HDI owned companies	15%
0% - 10% HDI owned companies	0%

NOTE 2 - GENDER IN TERMS OF PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT NO. OF 2000, CLAUSE 2.1(d)

It must be noted that a total points of **30%** are obtainable in relation to the requirements as mentioned on the table above. Proof of in the form of **Ownership Information** contained in the **Central Supplier Database (CSD)** full report. Failure to submit evidential supporting documents (refer to Note: 2) is not an eliminating factor BUT a zero point will be scored.

Category	Specific goals points
51% - 100% women owned companies	30%
10% - 50% women owned companies	15%
0% - 10% women owned companies	0%

NOTE 3 – PEOPLE LIVING WITH DISABILITIES IN TERMS OF PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT NO. OF 2000, CLAUSE 2.1(d)

It must be noted that a total points of **30%** are obtainable in relation to the requirements as mentioned on the table above. Proof of in the form of **Ownership Information** contained in the **Central Supplier Database (CSD)** full report. Failure to submit evidential supporting documents (refer to Note: 3) is not an eliminating factor BUT a zero point will be scored.

Category	Specific goals points
51% - 100% companies owned by people living with disabilities	30%
10% - 50% companies owned by people living with disabilities	15%
0% - 10% companies owned by people living with disabilities	0%

NOTE 4 – YOUTH IN TERMS OF RECONSTRUCTION AND DEVELOPMENT PROGRAMME (RDP)

It must be noted that a total points of **5%** are obtainable in relation to the requirements as mentioned on the table above. Proof of in the form of **Ownership Information** contained in the **Central Supplier Database (CSD)** full report. Failure to submit evidential supporting documents (refer to Note: 4) is not an eliminating factor BUT a zero point will be scored.

Category	Specific goals points
51% - 100% youth owned companies	5%
10% - 50% youth owned companies	2.5%
0% - 10% youth owned companies	0%

NOTE 5 – COMPANIES RESIDING WITHIN NDM IN TERMS OF RECONSTRUCTION AND DEVELOPMENT PROGRAMME (RDP)

It must be noted that a total points of **5%** are obtainable in relation to the requirements as mentioned on the table above. Proof of in the form of **Ownership Information** contained in the **Central Supplier Database (CSD)** full report. Failure to submit evidential supporting documents (**refer to Note: 5**) is not an eliminating factor BUT a zero point will be scored.

Category	Specific goals points
----------	-----------------------

Companies residing within NDM	5%
Companies residing within the province	2.5%
Companies outside the province	0%

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of firm:.....

4.4 VAT registration number.....

4.5 Company registration number:.....

4.6 **TYPE OF FIRM** (Tick Applicable Box)

- ☐ Partnership/ Joint Venture/ Consortium
☐ One Person business/ sole propriety
☐ Close Corporation
☐ Company
☐ (Pty) Ltd
☐ Other : Specify _____

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

- 4.8
- The information furnished is true and correct;
 - The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have:
 - a) disqualify the person from the tendering process;
 - b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

WITNESSES:

1.

1.

.....
SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS:

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

FORM F: DECLARATION OF INTEREST

MBD 4

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:.....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number.....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.....

.....

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?..... **YES / NO**

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....

.....

3.12 Are any of the company's directors, trustees, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, Principal shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

DECLARATION

I, the undersigned (name): certify that the information furnished is correct. I accept that the state may act against me in terms of paragraph 23 of the General Conditions of Contract should this declaration prove to be false.

.....
 Signature

.....
 Date

.....
 Capacity

.....
 Name of Bidder

FORM G: FINANCIAL REFERENCES

DETAILS OF TENDERERS BANKING INFORMATION

Notes to tenderer:

1. The tenderer shall attach to this form an original or a copy of a letter from the bank not older than three (3) months confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:									
ACCOUNT NAME: <i>(e.g. ABC Civil Construction cc)</i>									
ACCOUNT TYPE: <i>(e.g. Savings, Cheque etc)</i>									
ACCOUNT NO:									
ADDRESS OF BANK:									
CONTACT PERSON:									
TEL. NO. OF BANK / CONTACT:									
How long has this account been in existence:	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px 5px;">0-6 months</td> <td style="width: 40px;"></td> </tr> <tr> <td style="padding: 2px 5px;">7-12 months</td> <td></td> </tr> <tr> <td style="padding: 2px 5px;">13-24 months</td> <td></td> </tr> <tr> <td style="padding: 2px 5px;">More than 24 months</td> <td></td> </tr> </table> (Tick which is appropriate)	0-6 months		7-12 months		13-24 months		More than 24 months	
0-6 months									
7-12 months									
13-24 months									
More than 24 months									

Name of Tenderer:

Date:

Signature:

Full name of signatory:

**ATTACH HERETO A STAMPED COPY OF A LETTER FROM BANK TO
THIS PAGE NOT OLDER THAN THREE (3) MONTHS**

FORM H: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2005 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FORM I: MUNICIPAL UTILITY ACCOUNT

DECLARATION BY THE TENDERER

I the undersigned _____, has been duly

authorized to sign all documents with the Tender for Contract Number _____ on behalf of

_____ hereby make a declaration as follows:
(referred to herein as "the Bidder")

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER

**ATTACH AN ORIGINAL OR A COPY OF A MUNICIPAL UTILITY
ACCOUNT (NOT OLDER THAN THREE (3) MONTHS)**

Important: Note the following

- List and attach Account(s) registered all in the name(s) of the Director(s) or the Company on the declaration form attached hereto; or
- Attach a copy Lease Agreement along with the utility account of the Landlord, whereby the company is leasing the property its operating from.

FORM J: SCHEDULE OF PREVIOUS EXPERIENCE

The procedure for the evaluation of responsive Bids will be on the average of the **previous projects** where the firm was involved. Reference of clients **MUST** be provided.

Evaluation of the Quotation's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience of contracts of similar size
- At least three of the references will be contacted to obtain their input.

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organisation	Tel no

FORM K: SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects

This information is material to the award of the Contract.

Description	Value (R) VAT excluded	Appointment Date	Expected Completion Date	Reference		
				Name	Organisation	Tel no

FORM L: SCHEDULE OF PROPOSED SUB-CONSULTANT

Are / Do you have sub-contractors?

☐ YES☐ NO

If yes, complete the below

NAME OF SUB-CONTRACTOR	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB-CONTRACTOR

FORM M: DECLARATION OF TENDERER'S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

YES	NO
-----	----

If yes, furnish your details in table below.

NB: It is compulsory for all bidders to sign this form

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

C.1.1

FORM OF OFFER

SUBCONTRACT FORM OF OFFER AND ACCEPTANCE

(Agreement)

Offer

The Contractor, identified in the Acceptance signature block, has solicited offers to enter into a subcontract in respect of the following works:

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

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Subcontract Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Subcontractor under the Subcontract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Subcontract identified in the Subcontract Data.

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

.....
..... Rand (in words); R..... (in figures).

This Offer may be accepted by the Contractor by signing the Acceptance part of this Subcontract Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Subcontractor in the Conditions of Subcontract identified in the Subcontract Data.

For the Tenderer:

.....
Signature

.....
Name

.....
Capacity

Name and address of organisation:

.....

.....

.....

Signature and name of witness:

.....
Signature

.....
Name

.....
Date

Acceptance

By signing this part of this Form of Offer and Acceptance, the Contractor identified below accepts the Tenderer's Offer. In consideration thereof, the Contractor shall pay the Subcontractor the amount due in accordance with the Conditions of Subcontract identified in the Subcontract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Contractor and the Tenderer upon the terms and conditions contained in this Agreement and in the Subcontract that is the subject of this Agreement.

The terms of the contract, are contained in:

- Part 1 Agreements and Subcontract Data, (which includes this Agreement)
- Part 2 Subcontract Pricing Data
- Part 3 Subcontract Scope of Work
- Part 4 Subcontract Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Contractor during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Contractor's agent (whose details are given in the Subcontract Data) to arrange the delivery of any bonds, guarantees, proof of

insurance and any other documentation to be provided in terms of the Conditions of Subcontract identified in the Subcontract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Name and address of organisation:

.....
.....

Signature and name of witness:

.....
Signature

.....
Name

.....
Date

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the Contractor prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here,

3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Subcontract.

1. **Subject**
- Details**
2. **Subject**
- Details**

By the duly authorised representatives signing this Schedule of Deviations, the Contractor and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Contractor during this process of offer and acceptance.

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

For the Tenderer:

.....

Signature

.....

Name

Name and address of organisation:

.....

.....

.....

Witness Signature

.....

Witness Name

.....

Date

For the Contractor:

.....

.....

Name and address of organisation:

.....

.....

.....

.....

.....

CONFIRMATION OF RECEIPT

The Tenderer, (now Subcontractor), identified in the Offer part of this Agreement hereby confirms receipt from the Contractor, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the (day)
of (month)
20 (year)
at (place)

For the Subcontractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

CONTRACT DATA

GENERAL CONDITION OF SUBCONTRACT FOR CONSTRUCTION WORKS, FIRST EDITION (2018)

CONDITIONS OF CONTRACT

The General conditions of subcontract for construction works, first edition (2018) published by the South African Institute of Civil Engineering, Private Bag X200, Halfway House, 1685 is applicable to this Contract and is obtainable from www.saice.org.za.

CONTRACT SPECIFICATION DATA

The following contract specification data, referring to the General conditions of subcontract for construction works, first edition (2018) are applicable to this contract:

Part 1: Data Clause	Provided by the Employer Data
1.1.1.5	The "commencement date" means the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect.
1.1.1.13	The Subcontract Defects Liability Period for the Works shall be 365 days.
1.1.1.14	The time for achieving Subcontract Practical Completion is 3 calendar month which shall include 10 days of mobilization.
1.1.1.36	The Name of the main contractor is Mpfumelelo Business Enterprise The MBE Construction Manager is Mr. Albert Oberholster
1.2.1.2	The main contractor address for receipt of communication is: Work Package 1 Site Office LOSKOP MIDDELBURG P O Box 437 Middelburg 1050 Telephone: 013 751 3381 Email: admin@mpfumelelo.co.za
1.1.1.16	The Employer's Agent is Mpfumelelo Business Enterprise , represented by Mr. Albert Oberholster
1.2.1.2	The Employer's Agent's address for receipt of communication is: 21 Norwin White River PO Box 8125 White River 1240

	PO Box 8125 White River 1240 Telephone: 013 755 1190 Email: admin@mpfumelelo.co.za
1.2.1	Add the following to the clause: 1.2.1.3 Sent by e-mail, irrespective of it being during office hours or otherwise. 1.2.1.4 Delivered by a courier service and signed for by the recipient or his representative.
1.1.1.26	The Subcontract pricing strategy is Re-measurement Contract.
1.3.5	Add the following new Clause: The copyright in all documents, drawings and records (prepared by the Employer's Agent) related in any manner to the Works shall vest in the Employer, or the Employer's Agent or both (according to the dictates of the Contract that have been entered into by the Employer's Agent and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.
5.3.1	The documentation required before commencement with Subcontract Works execution are: Subcontract Health and Safety Plan (Refer to Clause 4.3) Subcontract Initial Programme (Refer to Clause 5.6) Subcontract Security (Refer to Clause 6.2) Subcontract Insurance (Refer to Clause 8.6)
5.3.2	The time to submit the documentation required before commencement with Subcontract Works execution is 14 days.

5.13.1	The penalty for failing to complete the Subcontract Works is R 1 000 Monetary value per day.
5.14.1	The requirements for achieving Subcontract Practical Completion is to complete all civil work as per the construction drawings.
6.8.2	Contract Price Adjustment will not be applicable for this contract.
6.10.3	The percentage retention is 5%. The Limit of Retention Money is 5% of the Contract Price at the time of the Agreement made in terms of the Form of Offer and Acceptance coming into effect

PRICING INSTRUCTION

1. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
2. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
3. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
4. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.
5. All rates and amounts must be completed by hand in black ink.
6. The schedule items cover the service provider's profit or general liabilities and the construction of temporary and permanent risks.
7. Although the tenderer is at liberty to insert a rate at his own choice for each item in the schedule, his attention is drawn to the fact that the employer has the right, under various circumstances, to payment for additional work carried out and that the Employer's Agent is obliged to base his assessment and the payment to be paid for such additional work on the rates inserted in the schedule by the tenderer.
8. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to the employer for the work described under several items. The prices shall be exclusive of Value Added Tax (VAT). Such prices shall cover all costs and expenses that may be required in and for the work described and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.
9. In the event of the tenderer failing to price any item, it will be construed that the tenderer has made adequate allowance under other items for all labour, material and costs required for the exclusion, not only for the quantum of work covered by the unpriced item but also for any increase in the said quantum which may have to be undertaken during the course of the contract.
10. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:
 - Unit: The unit of measurement for each item of Service provided as defined in the Standardized Project or Particular Specifications.
 - Quantity (Qty): The number of units of work/service provision for each item.
 - Rate: The payment per unit of work/provision of services at which the Tenderer Tenders to do the work.
 - Amount: The quantity of an item multiplied by the Tendered rate of the (same) item.
 - Sum: An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.

BILL OF QUANTITIES

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE ALLOWABLE R . c	AMOUNT R . c
5	SABS 1200HA	STRUCTURAL STEELWORK (Sundry Items)				
	PSHA 4.1	Handrailing				
5,1		a) Top mounted handrailing (galvanised) ii) Pump Station	m	80		
5,2		c) Stair mounted handrailing (galvanised) i) Pump Station	m	20		
5,3	PSHA 4.1	Open grid / chequer plate flooring Supply and install HDG floor grating, bearer bar=40mm.	m ²	65		
5,4	PSHA 4.4	Pipe supports Supply and install as per drawing DWG Type 2 (GMS)	no	6		
5,5		Type 1 (GMS)	no	6		
	PSHA 4.8	Gantry rails Supply and install, align gantry rail for crawl including fastening and corrosion protection (galvanised) as detailed				
5,6		i) 305 x 165 x 67 kg/m in pumping station	m	45		
6	PART	PARTICULAR SPECIFICATION				
	SPEC PB	BUILDING WORK				
	PB9	Pump Station: Brickwork				
	PB9.1.1	Walls (including brickforce every fourth course)				
6,1		a) <u>One brick walls (230 mm wide)</u> Face bricks Type FBS external with 6 mm half round ruled joints and type NFP internal, the latter with joints raked for cement plaster	m ²	576		
6,2		b) <u>Half brick walls (110 mm wide)</u> Clay bricks internal to receive plaster	m ²	576		
	PB9.1.3	Windows				
6,3		'Winblock' modular precast concrete window surrounds, finished smooth on exposed surfaces, incl. bedding, jointing and pointing 590x590x260mm Type WB66	no	64		
6,4		'Winblok Winvent' natural anodised aluminium 4mm clear float glass, factory glazed window insets complete:				
6,5		a) 590x590 Type WV(A) 66F fixed frame window fixed in surround with silicone sealant adhesive	no	32		
6,6		b) 590x590 Type WV) 66T top hung window fixed in surround with silicone sealant adhesive in:	no	32		

6,7		<u>Damp Proofing</u> a) Single layer 375 micron "Gundle Brickgrip" plastic waterproof sheeting under all walls at top of floor level, and underneath window sills:	m	120		
6,8	PB9.1.2	<u>Plaster</u> a) One layer cement plaster rendered 12 mm thick and finished smooth with steel trowel	m ²	576		
6,9	PB9.1.2	<u>Painting wall finishes</u> a) One coat universal undercoat, Type 1 to SABS 681	m ²	576		
6,10		b) Two coats approved interior acrylic paint (Gun ship grey)	m ²	1152		
6,11	PB9.1.2	<u>Waterproofing</u> Waterproofing of pumping station roof with "Acrylastic" as supplied by "Gundle coatings" or similar approved	m ²	425		
TOTAL CARRIED FORWARD						

ITEM NO.	REF	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
6,12	PB9.1.3	<u>Doors and Frames</u> a) Mild steel door and frame, 815 mm wide x 2 032 mm high all complete with 3 lever lockset, chrome plated handles and painted	no	2		
6,13		c) Mild steel door and frame, 3 000 mm wide x 3 400 mm high all complete with 3 lever lockset, chrome plated	no	2		
6,15		ii) Pump Station	no	1		
6,16		<u>Roof bearing pads:</u> 3T50/50 Kilcher Teflon sliding Bearing pad between roof slab	m	145		
6,17		<u>Cable Trench Filling and Topping</u> All cable trenches to be filled with sand and topped with a				
6,17		a) Sand filling	m³	7		
6,18		b) 80mm Concrete screed topping	m²	15		
TOTAL (Excluding vat)						

SCOPE OF WORK

SECTION PB: BUILDING WORK

PB1 **SCOPE**

This section of the Specifications deals specifically with all the building work associated with the Works.

Concrete work, steelwork, cladding, pipe laying, mechanical and electrical equipment, etc. forming part of or to be housed in a building erected in terms of this specification shall conform to the requirements of the relevant standardized or particular specifications referred to in the Project Specification.

PB2 **INTERPRETATIONS**

The relevant SABS 1200 Standardized Specifications such as Site Clearance, Earthworks, Earthworks (pipe trenches), Concrete (structural), Fabricated steel works, Mechanical works, Electrical Works, Low pressure pipelines, Bedding (pipes), Sewers and Stormwater drainage shall also apply to the work under this section.

PB3 **MATERIALS**

All materials used for the Building Work shall, where such mark has been awarded for a specific type of material, bear the SABS mark.

PB3.1 **BRICK AND PLASTERWORK**

Cement, sand and water shall conform to the requirements of SABS 1200 G - Concrete.

Unless otherwise described, cement mortar shall be composed of six parts by volume of sand to one part by volume of cement. The materials are to be mixed dry until the mixture is of a uniform colour and then clean water is to be added gradually through a fine rose and the mixture turned over until the ingredients are thoroughly incorporated.

Cement mortar must be mixed in small quantities and must be used within one hour of mixing, as the use of cement mortar that has commenced to set will not be permitted.

Plaster on concrete ceilings, beams, columns etc. shall be mixed one part cement to three parts sand.

Bricks shall be of the best quality sound hard burnt pressed bricks or in the absence of clay bricks, concrete bricks; even in size and shape and equal to a sample submitted to and approved by the Engineer prior to commencement of work.

Clay bricks shall conform with the requirements of SABS 227 and concrete bricks to SABS 987.

Damp proof courses, unless otherwise described, shall be an asphaltic damp proof course with a base of fibre felt, and complying with the requirements of SABS 248 Horizontal Damp Proof Courses, and with a mass of 3,25 kg/m² or a plastic damp proof course of 15 micron thickness as Type B, complying with the requirements of SABS 952.

PB3.2 PAINTWORK

PB3.2.1 PRIMERS

Plastered surfaces must be cleaned down and have one coat alkali resisting primer of an approved brand applied in strict accordance with the manufacturer's instructions, before any undercoats are applied.

Galvanised metal surfaces must be treated with one coat Metal Etch Primer complying with the requirements of SABS 723.

Steel surfaces must be treated with one coat Type Zinc Chromate Primer complying with the requirements of SABS 679.

Steel windows and doors and steel door frames, before being built in, must have all loose primer together with all rust spots, dirt, etc. removed and be treated with one coat red oxide or zinc chromate primer complying with the requirements of SABS 909.

Wood surfaces to receive paint finish must be cleaned down, all knots treated with knotting and be primed with Type I Wood Primer externally and Type III Wood Primer internally, both complying with the requirements of SABS 678.

PB3.2.2 Paints

Emulsion paint for interior use must be Grade I Emulsion Paint complying with the requirements of SABS 663. Emulsion paint for exterior use must be of the Synthetic Polymer Base Type complying with the requirements of SABS 634.

High Gloss Enamel Paint Shall be used on all surfaces other than specified above. High Gloss enamel paint must be Grade I paint complying with the requirements of SABS 630 for decorative High Gloss Enamel Paints with a Non-Aqueous Solvent Base, for Interior and Exterior use.

Undercoats for paints, except Emulsion paints, must be Type I undercoat Paint complying with the requirements of SABS 681.

PB3.3 DOORS, WINDOWS AND GLAZING

PB3.3.1 DOORS

Unless indicated otherwise on drawings, all doors and door frames shall be of solid hardwood. Frames shall be fitted with suitable tie bars and braces at bottom, and lugs for building in, three to each jamb of frames without fanlights and four to each jamb of frames with fanlights. All doors shall be provided with locks to the requirements of SABS 4 and each lock shall be provided with a duplicate key.

PB3.3.2 WINDOWS

Steel windows must be of approved manufacture and design, constructed of rolled mild steel sections, properly mitred and welded at angles with welding cleaned off smooth on all faces and complying with the requirements of SABS 727. Window types and sizes shall be as specified on the drawings.

PB3.3.3 GLAZING

Sheeting glass for glazing, unless otherwise specified, must be flat drawn clear glass of the thicknesses indicated below:

For panes not exceeding 0,65 m² : 3 mm

For panes exceeding 0,65 m² and not exceeding 1,5 m² : 4 mm

PB3.4 TILING

PB3.4.1 ADHESIVES AND GROUTS

a) Wall adhesive

A grey, cement-based thin bed, wall tile powder adhesive for fixing tiles to walls mixed with a bonding agent such as 'Tylon - Bond It'.

b) Floor adhesive

A grey, cement-based thick bed, floor tile powder adhesive for fixing heavy tiles to floors or walls.

c) Wall grout

A cement-based, plasticized grouting compound for wall tile installation.

d) Bonding agent

A latex modified for use with adhesives and grouts to improve water resistance.

e) Silicone sealant

A silicone-based sealant of nearest approximate colour to tile, used to seal the corners of permanently wet areas and expansion joints (made at consistent interval positions) on large tiled surfaces.

PB3.4.2 TILES

Tiles shall be of first grade quality glazed ceramic tiles, white in colour, a maximum size of 160 mm square, of a maximum thickness of 5 mm, unless otherwise specified.

PB4 PLANT

Plant, equipment, tools, scaffolding, etc. utilised in building work shall be of suitable capacity, condition and design to ensure the satisfactory and timeous completion of the Works within the specified period and in terms of these specifications and good building practices.

Only registered artisans (e.g. plumbers, electricians, etc.) shall be employed on any work where this is compulsory building practice.

PB5 CONSTRUCTION

PB5.1 BRICK- AND PLASTERWORK

PB5.1.1 NORMAL BRICK WALLS

Brickwork must be built in stretcher bond. No false headers are to be used and none but whole bricks except where legitimately required to form bond. The bricks are to be well wetted (saturated in hot weather) with water before being laid and the course of bricks last laid is to be well wetted before bedding fresh bricks upon it. All perpend and angles are to be kept plumb. The brickwork is to have the joints flushed up at every course solid throughout the whole width of the course, and each course is to be laid on a solid bed of mortar. Pointing is to be done as the work proceeds.

The joints of all walls to be plastered are to be raked out 15 mm as the work proceeds to form a key for plaster or screed. All walls are to be built up in regular and horizontal courses and carried out so that no part built is more than 1,2 m higher than any adjoining walls. Mortar beds generally are not to exceed 12 mm thickness.

PB5.1.2 FACE BRICK WALLS

In all faced brickwork the bond must be set out on the first level course of brickwork, at floor level internally and two courses below ground level externally. The bond, if necessary, is to be broken in the centre of panels under windows or to piers between windows. All perpend must be kept true and all courses must be built to gauge rods. Facings must be carefully protected from damage, mortar droppings, paint splashes, etc. during the whole period of the Contract and, on completion, they must be thoroughly cleaned down and left perfect. The practice of oiling facings on completion will not be allowed.

PB5.1.3 REINFORCED BRICK LINTELS

Brick lintels are to be built of normal, sound, well burnt, good quality building bricks, similar to the facings where exposed, properly bonded longitudinally and bedded and pointed in cement mortar as described. Special care must be taken to ensure solid bedding, particularly where the reinforcement occurs.

The lintels are to be reinforced with straight continuous mild steel rods of the size and number scheduled. The rods must each extend 300 mm on each side of the opening and are to be evenly spaced across its thickness in the first horizontal joint above the soffit.

Brick lintels in cavity walls must have all rods placed below the solid sections of the walls, excepting for those rods specifically scheduled to occur below the cavity.

Where two or more openings are less than 665 mm apart, the lintel shall be continuous over all such openings and the dividing piers, plus 300 mm bearing at each extreme end as before, shall have such height and reinforcement as scheduled for widest opening spanned.

Span in mm	Min. height of lintels above soffit course, in brick courses	Reinforcement per half brick thickness of wall above for solid walls	
		No. of Rods	Dia (mm)
600	2	1	6
900	3	2	6
1200	3	2	6
1500	4	3	6
1800	4	3	6
2400	6	3	6

In addition to any reinforcing specified in the table above one layer of brick reinforcing shall be placed at every alternate brick course above the lintel. The brick reinforcing thus placed shall extend at least 300 mm on each side of the opening.

All brick lintels are to be supported by two 114 x 38 timber bearers (on edge) for a duration of 7 days. Extreme care shall be taken beforehand to ensure a level and straight support.

PB5.1.4 DAMP PROOF COURSES

The sheeting is to be cut into strips of the required width and laid on all foundation walls to the full thickness of the walls and without any longitudinal joints. At ends, angles and intersections the sheeting must be lapped 150 mm and sealed.

Under all window sills exposed to the weather, the sheeting must be laid on the brickwork in the first joint immediately below the sill and turned up with an easy bend and tucked into window frame.

Over reinforced brick lintels exposed to the weather, the sheeting must be laid to form damp proof course as detailed above for solid walls and cavity walls.

PB5.1.5 REINFORCING IN BRICK WALLS

Reinforcing (brick force) of an approved manufacture shall be placed on every fourth course in all brick walls. In half brick and cavity walls 80 mm wide reinforcing mesh shall be used and 150 mm wide mesh in the case of the one-brick walls.

PB5.1.6 PLASTER WORK

All chases must be cut and electrical conduiting and boxes fixed before any plastering is done. On no account will chasing be allowed in finished plaster work, and if such chasing is necessary, the entire wall surface must be hacked off and replastered.

Except where otherwise described, all external plaster is to be finished with a wooden float and all internal plaster is to be finished with steel trowel, all to perfectly true and even surfaces, free from tool marks and other defects on completion.

All finished surfaces are to be protected from injury. All joints in brickwork are to be well raked out, all surfaces, brickwork and concrete, to be plastered must be brushed down to remove all dirt and dust and be thoroughly wetted directly before plastering. Concrete surfaces must be roughened or hacked as necessary to give a proper key for plaster. The surfaces must then be slashed with coarse cement grout before plastering is commenced. The surfaces of all internal plaster must be steel troweled to a smooth even and true finish. External plaster must be finished to a true and even surface with wood float. Plaster must be returned into reveals and soffit of openings and all angles and edges must be true and straight. All plaster surfaces must be free from blemish and any cracks, blisters, or other defects must be cut out and made good and the whole left perfect at completion. Plaster on walls must be not less than 12 mm or more than 20 mm in thickness, and plaster on concrete work must be not less than 10 mm or more than 15 mm in thickness, except where specifically otherwise described.

PB5.1.7 SLIP JOINTS

Slip joints shall be provided between brickwork and concrete slabs and beams by leveling up and steel trowelling smooth the bearing surfaces of brickwork with 3:1 mortar and covering the bearing surface before concrete is cast with 2 layers of 0,500 mm (five hundred micron) black general purpose sheeting membrane.

The ends and sides of beams and edges of concrete slabs shall be separated from the brickwork with 12 mm polystyrene placed vertically against the brickwork before the concrete is cast.

PB5.1.8 BEAM FILLING

Unless otherwise specified, beam filling shall be half brick thick, built in cement mortar, cut in between roof timbers and carried hard up to underside of roof covering and flushed up in mortar with a groove formed between covering and mortar. Care shall be taken to protect cladded surfaces from mortar, prior to beam filling.

PB5.2 PAINTWORK

All surfaces not being painted, such as face brickwork, sills, floors and stained woodwork, must be covered up and protected against paint and distemper sports before any painting is commenced. All floors must be swept clean and walls dusted down before any paintwork is commenced and no sweeping or dusting must be done while painting is in progress.

All plastered wall; ceiling and similar surfaces must be perfectly dry and in a fit state to receive the finishing's, before the work is put in hand.

All coats of paints, etc. must be thoroughly dry before subsequent coats are applied, and rubbed down where necessary.

All work must be finished to colours approved by the Engineer.

The tints of undercoats must approximate those of the finishing colour and in order to indicate the number of coats applied and to avoid misses when applying a succeeding coat a slight difference shall be made in the tint of each coat.

The Contractor must provide all necessary dust sheets, covers, etc., and shall exercise all necessary care to prevent marking the surfaces of joinery, walls, floors, glass, electrical fittings, etc., and must keep all parts of the works perfectly clean and free at all times from spotting, accumulation of rubbish, debris or dirt arising from the painting operations. Any surface disfigured or otherwise damaged must be completely renovated or replaced as necessary, by the Contractor at his own expense. The premises must be left clean and fit for occupation at the completion of the work.

PB5.3 FLOOR AND ROOF SLAB FINISHES

Where a floated concrete floor finish is specified on the drawings, the requirements of SABS 1200G or GA, whichever is relevant, shall apply.

Floor and roof slabs shall be constructed to line and level as indicated on the drawings.

PB6 TOLERANCES

Where tolerances are not specified in the clauses above those generally accepted as representing good workmanship in the building trades shall apply.

PB7 TESTING

The Engineer reserves the right to order any tests, whether at place of manufacture or on site, necessary to evaluate the quality of the work and to ensure the finished building conforms to all the specified requirements.

PB8 FEATURES REQUIRING SPECIAL ATTENTION

PB8.1 FORMED OPENINGS IN BRICKWORK

All formed openings in brickwork shall be plastered on all faces internal to the opening, true to line and level with finished minimum internal dimensions as indicated on the plans.

PB9 MEASUREMENT AND PAYMENT

PB9.1 SCHEDULE ITEMS

PB9.1.1 BRICKWORK

Brickwork, if measured as a separate item, shall be measured in square meter of the nett brick- walled area (with the wall width and type of brick-finish, indicated). No deductions will be made for small openings such as air bricks, etc. The tendered price per square meter of brickwork shall include also for the following:

- a) Brick forcing (every fourth layer)
- b) Reinforcing of lintels
- c) Miscellaneous items built into brickwork shown on the drawings such as air bricks.

PB9.1.2 WALL, CEILING, ROOF AND FLOOR FINISHES

Cement plaster on walls and ceilings, roof screeds, floor screeds, paint and any other finish described or specified, shall if measured as separate item be measured in square meter of the nett surface area. No deductions shall be made for small openings nor shall additions be made for small protrusions and reveals. No separate payment shall be made for the processes involved and material supplied for the complete painting of all fixtures and fittings, as specified herein and the costs thereof shall be included in the tendered price for the supply, manufacturing and erection of all such items to be erected.

PB9.1.3 MISCELLANEOUS

- a) Doors and windows shall be measured per unit of door or window complete with door frame, lock keys, glazing, painting, etc., for each type and size of door or window or as a lump sum payment for all doors and windows included in the door and window schedule of the Works.

Rates tendered for doors and windows shall include for the burglar proofing there off. Burglar proofing shall be welded unto the steel frame of all windows and doors. The minimum thickness of any solid burglar proofing bar shall be 12 mm and the minimum thickness of any tubing member shall be at least 2.5 mm.

- b) Other items of building work, fixtures and fittings, shall be measured and paid for in the units of measurement listed in the Schedule of Quantities.

The tendered rate shall be for the supply, erection/construction and commissioning of the item. The rates shall include for all plant, material, labour and other related costs.

PB9.1.4 SERVICES:

- a) Reticulation of services shall be measured per lump sum. The tendered rate for the specified service shall include for the supply, erection/construction, installation and commissioning of the services/system as indicated on the drawings. The tendered rate shall include for all fittings, specials, etc. The rates shall include for all plant, material, labour and other related costs.

The distribution board shall have ample capacity to be extended for future extensions to the electrical reticulation of the building. The distribution board shall have an additional 50 A circuit breaker to cater for the connection of the luminaire lighting system to be installed by on a nominated sub-contract.

- b) The installation of the luminaire lighting system in the pump hall area shall be done by a specialist nominated sub-contractor.
- c) The lump sum tendered under for the connection of services shall include all costs incurred for the installation and commissioning of the mentioned services under this item. The tendered lump sum shall include for all fees and duties payable to the Local Authority/Council or Bulk Service Provider for the application and connection of the