



ALFRED NZO

DISTRICT MUNICIPALITY

INVITATION FOR SERVICE PROVIDERS TO CONSTRUCTION OF MOUNT AYLIFF MAIN STORE FOR ALFRED NZO DISTRICT MUNICIPALITY

Enquiries: Mr A Nqakwana: E-Mail nqakwanaa@andm.gov.za

SUBMISSION OF PROPOSALS DEADLINE

Date: 17 April 2024

Time: 10h00

Venue: Alfred Nzo District Municipality Offices
Erf 1400 Ntsizwa Street
Mount Ayliff

Name of Organisation	
Physical Address	
Contact Person	
Telephone No.	
Fax No.	
E-Mail Address	
Tender Price	

TABLE OF CONTENTS

ITEM NO.	DESCRIPTION	PAGE NO.
1.	Tender Advert	3
2.	Checklist	4
3.	Form of Offer and Acceptance	5
4.	MBD 1 - Invitation to Bid	7
5.	MBD 2 - Tax Clearance Certificate	8
6.	MBD 4 - Declaration of Interest	9
7.	MBD 5 - Declaration Procurement above R10 Million	11
8.	MBD 6.1 - Preference Points Claim Form	12
9.	MBD 8 - Past Supply Chain Practices	17
10.	MBD 9 - Certificate of Independent Bid Declaration	19
11.	Proof of Municipal Good Standing	22
12.	Authority for Signatory	23
13.	Specific Goals	25
14.	Banking Details	26
15.	Joint Venture Agreement	27
16.	Experience of Tenderer	29
17.	Assessment of Bidder	31
18.	Record of Addenda Issued	32
19.	Eligibility Criteria	33
20.	Capacity to Execute the Work	34
21.	Company Profile	35
22.	Central Supplier Database	36
23.	Compulsory Briefing Session	37
24.	Scope of Works	38
25.	Pricing Structure	39
26.	General Conditions of Tender	40
27.	General Conditions of Contract	44



ALFRED NZO
DISTRICT MUNICIPALITY

ALFRED NZO DISTRICT MUNICIPALITY

ADVERT

Alfred Nzo District Municipality (ANDM) is inviting all **Contractors** to submit bids for the following projects. Bids will be evaluated according to the 80/20 Point System in compliance with Preferential Procurement Policy Act (Act No5 of 2000, Preferential Procurement Regulations 2022 and will be based on the Capacity to execute the work and Specific Goals points system. Evaluation criteria will be a minimum of 70% for Capacity to execute the work, Price 80 /90 points and 20/10 Specific Goals. **(NB: A detailed breakdown of Specific Goals is in Bid Document**

Project Name	Compulsory Briefing and Site Inspection	Amount	Contact for enquiries	Closing Date	CIDB Grading
Construction of Mount Ayliff Main Store ANDM/BTO – STORES/63/11 /03/24	22/03/2024 @ Mount Ayliff Main Store (Next to Eskom) 10:00 AM Followed by a site visit.	R500.00	Mr .A. Nqakwana nqakwanaa@andm.gov.za 039 254 5000	17/04/2024 @ 10:00AM	4 GBPE / 5 GB or Higher 80/20 Evaluation Criteria

DOCUMENTATION

The bid documents are available at a non-refundable cost (VAT inclusive) to be collected at the supply Chain Management Office, Erf 1400 Ntsizwa Street, EMaxesibeni, 4735. Payments for Bid Documents must be done on our Municipal Offices (Revenue) at Reception or through Bank deposit at First National Bank, Account Number 62024932974 and Branch Code 210821. All bidders are required to attach the proof of payment receipts on their document when submitting.

Bidders who significantly underprice will not be considered.

Notes to Prospective Bidders: Compulsory submissions (Failure to submit any of the following will result in disqualification)

All bids submitted should remain valid for a period of 90 days after the bid closing date.

- **Certified copies of Company founding statement (Company Registration Documents) – Non-Certification will lead to disqualification**
- **Valid SARS pin number confirmation certificate - Non-submission will lead to disqualification**
- **All bidders should be registered with CIDB, a minimum of required grading - Non-submission will lead to disqualification**
- **Municipal clearance certificate certifying that no municipal rates and service charges are owed by the bidder and any of its directors to Alfred Nzo District Municipality or to any other municipality where the bidder's business operations are located are in arrears for more than three months. If you do not pay rates you must submit both an **affidavit stating that you do not pay rates and Proof of residence from the Ward Councillor.** - **If you do not submit one of the two you will be disqualified.****
- **Please Note that Bidders who are in arrears for any Municipality services for a period of more than 3 months will be disqualified. – Submit your water and sanitation statement**
- **A Signed lease agreement will be accepted for Bidders that do not own property and not liable for rates.**
- **Copies of ID Documents and all submitted certificates must be a certified original (not copy of a copy)**
- **Letter of Good Standing from Labour - Non-submission will lead to disqualification**
- **UIF Certificate - Non-submission will lead to disqualification**
- **3 Years Financial statements (Signed by Accountant or Audited) - Non-submission will lead to**
- **Joint Venture agreement MUST be in CIDB JV agreement format otherwise you will be disqualified**
- **The Alfred Nzo District Municipality is not bound to accept the lowest or any bidder.**
- **Bids received after the published closing date will not be considered and will be recorded on Late Submission Register**
- **Bidders are required to submit Proposed Project Team, their CV's and qualifications.**
- **All bidders must complete MBD 1, MBD 4, MBD 6.1, MBD 8 and MBD 9**

- All prospective service providers of goods and services and infrastructure procurement must be registered on Central Database and submit with the Bid in order to do business with all organs of state in the Republic of South Africa.
- Bid Document must be completed in full and signed where it requires signature and all pages initialed

Failure to supply all required and supplementary information will result in the tender being deemed non-responsive; and therefore the tender will not be considered for award.

NB: Bidders who submit fraudulent documentation in the evaluation of previous experience WILL be DISQUALIFIED and further BLACKLISTED

BID CLOSING DATE

Completed bids must be emailed to tenders@andm.gov.za referenced with Bid Number failure to do so will lead to disqualification not later than stipulated time and date, Late, incomplete, telegraphic, telexed, faxed bids will not be considered. The lowest or any proposal will not necessarily be accepted and Alfred Nzo District Municipality reserves the right to accept or not to accept any proposal either in whole or in part. And any assistance in completing partly or full the proposal from ANDM Official or Councilor will result in disqualification of bid.

NO DROPBOX OR LINKS WILL BE ACCEPTED

BID ENQUIRES

Enquiries should be directed to person written above@ 039 254 5000 email address and all SCM related enquiries to be directed to Mr BCW Makiwane on 039 254 5000/ 5218 email address makiwaneb@andm.gov.za

Alfred Nzo District Municipality

Erf 1400 Ntsizwa Street.

Mount Ayliff

4735

**MRS .U.P. MAHLASELA
ACTING MUNICIPAL MANAGER**

CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

No	Description	Tenderer to Tick ()	For Official Use Only	
1.	Authority to Sign a Bid Is the form duly completed and is a certified copy of the resolution attached?		C	
2.	Tax Clearance Certificate Is an ORIGINAL and VALID Tax Clearance Certificate attached?		C	
3.	Declaration of Interest Is the form duly completed and signed?		C	
4.	Specific Goals			
5.	Declaration of Past Supply Chain Practices Is the form duly completed and signed?			
6.	Certificate of Independent Bid Determination Is the form duly completed and signed?			
7.	Certificate of Payment of Municipal Accounts Is a certified copy of the latest (i.e. not older than two months) Municipal Account Statement attached?		C	
8.	Experience of Tenderer Is the form duly completed with relevant experience detailed and signed?		C	
9.	Scope of Works / Terms of Reference Is the form duly completed and signed?		C	
10.	Capacity to Execute the Work		C	
11.	Assessment Forms Are all Assessment of Bidders form attached to the proposal as per requirements?		C	
12.	Form of Offer Is the form duly completed and signed?		C	
13.	Central Supplier Database Is proof of registration attached?		C	

**** C: Failure to comply with these Sections may prejudice the tender.**

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

ALFRED NZO DISTRICT MUNICIPALITY
CONSTRUCTION OF MOUNT AYLIFF MAIN STORE

FORM OF OFFER AND ACCEPTANCE

OFFER

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

CONSTRUCTION OF MOUNT AYLIFF MAIN STORE

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

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

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

.....

..... Rand (in words);

R..... (in figures) (or other suitable wording)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature	
Name	
Capacity	
Name of Tenderer	

Name and
Signature of

Witness Date

ACCEPTANCE (To be completed by the Employer)

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

The terms of the contract, are contained in:

- Part 1 Agreements and tender document, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work
- Part 4 Briefing Session
- Part 5 Service Level Agreement

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

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

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

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

FOR OFFICIAL USE ONLY:

NAME		SIGNATURE	
DATE			
CAPACITY (tick one)	Municipal Manager		Chief Financial Officer
FOR THE EMPLOYER	ALFRED NZO DISTRICT MUNICIPALITY		
NAME OF WITNESS		SIGNATURE	

INVITATION TO BID – MBD 1

TENDER DETAILS			
Tender Number	Construction of Mount Ayliff Main Store		
Title	ANDM/BTO – STORES/63/11/03/24		
Closing Date	17 April 2024	Closing Time	10h00
Tender Box	<p>Completed bids must be emailed to tenders@andm.gov.za referenced with Bid Number failure to do so will lead to disqualification and also not later than stipulated time and date, Late, incomplete, telegraphic, telexed, faxed bids will not be considered. The lowest or any proposal will not necessarily be accepted and Alfred Nzo District Municipality reserves the right to accept or not to accept any proposal either in whole or in part. And any assistance in completing partly or full the proposal from ANDM Official or Councillor will result in disqualification of bid.</p> <p>No Drop box or Links will be accepted</p>		

TENDERERS DETAILS			
Name of Tenderer			
Contact Person			
Physical Address		Postal Address	
Telephone No.		Fax No.	
E-Mail Address			

Tender Amount (Including VAT)	
VAT Registration Number	
Central Supplier Database Number	
Capacity under which this bid is signed	

ENQUIRIES MAY BE DIRECTED TO:	
Enquiries Regarding Bid Procedure	Technical Enquiries

Contact Person	Mr BCW Makiwane (SCM)	Mr A Nqakwana
Telephone No.	(039) 254 5000/ 5218	(039) 254 5000
E-Mail Address	citav@andm.gov.za	<u>ngakwanaa@andm.gov.za</u>

TAX CLEARANCE CERTIFICATE REQUIREMENTS – MBD 2

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 complete in full form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates 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.

Tenderers are to note that copies, including certified copies, will not be accepted.

Attach valid and original Tax Clearance Certificates behind this page.

NOTE: Failure to do so will lead to your tender being disqualified. Alternatively tenderers can submit their unique Tax Status Compliance pin in order to verify their tax status.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

DECLARATION OF INTEREST – MBD 4

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

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

3.7	Are you presently in the service of the State?	Yes	No
3.7.1	If so, furnish particulars		
3.8	Have you been in the service of the state for the past twelve months?	Yes	No
3.8.1	If so, furnish particulars		
3.9	Do you have any relationship (family, friend, other) with persons in the service of the Alfred Nzo District Municipality?	Yes	No
3.9.1	If so, furnish particulars		
3.10	Are you aware of any relationship (family, friend, other) between bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.10.1	If so, furnish particulars		

3.11	Are any of the company's director, managers, principle shareholders or stakeholders in service of the state:	Yes	No
3.11.1	If so, furnish particulars		
3.12	Is any spouse, child or parent of the company's director, managers, principle stakeholders or stakeholders in service of the state?	Yes	No
3.12.1	If so, furnish particulars		

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

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

4. **DECLARATION**

I, the undersigned (name)

_____, certify that the information furnished in paragraph 3 is correct.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) – MBD 5

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1.	Are you by law required to prepare annual financial statements for auditing?	Yes	No
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.		
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	Yes	No
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. * Delete if not applicable		
2.2	If yes, provide particulars. * Delete if not applicable		
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	Yes	No
3.1	If yes, furnish particulars		
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	Yes	No
4.1	If yes, furnish particulars		

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

MBD 6.1

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

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine

the applicable preference point system,
 then the organ of state must indicate the points allocated for specific goals for both the
 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and Specific Goals.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

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

- 1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

Description of services, works or goods

Stipulated minimum threshold

_____ %
 _____ %
 _____ %

4. Does any portion of the services, works or goods offered have any imported content?
 (Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
 (Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

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

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)

R

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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

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

Item	Question	Response	
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4.1.1	If so, furnish particulars		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating Corrupt Activities Act (No. 12 of 2004)? (To access this Register enter the National Treasury's website www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-3265445)	YES <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 (5) 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 taxed or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity that is in arrears for more than three (3) months?	YES <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 the State terminated during the past five (5) years on account of failure to perform on or comply with the contract?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4.5.1	If so, furnish particulars		

CERTIFICATION

I, THE UNDERSIGNED (Name)

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

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

CERTIFICATE OF INDEPENDENT BID DETERMINATION – MBD 9

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

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.

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

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



ALFRED NZO

DISTRICT MUNICIPALITY

ETHICS COMMITMENT FOR SUPPLIERS/ CONTRACTORS OF ALFRED NZO DISTRICT MUNICIPALITY

In our dealings with Alfred Nzo District Municipality we commit to uphold high standards of ethics.

Among other things this means:

- We will be honest and deal in good faith;
- We will not try to improperly influence any municipal official or decision;
- We will avoid all conflicts of interest;
- We will not engage in any form of corruption(e.g.: paying bribes ,giving kickbacks);
- We will not give gifts or hospitality to municipal officials or councillors;
- We will not be involved in collusion with other service providers(e.g.: price-fixing);
- We will ensure that all information we submit to the municipality is accurate and truthful (e.g.: we will not engage in BBBEE fronting).
- We will inform Alfred Nzo District Municipality of any unethical behaviour which we become aware of in the procurement process, either related to other suppliers or to municipal officials;
- We will, through all our dealings, contribute to building a positive ethical culture in Alfred Nzo District Municipality

This is our commitment to help build an ethical community.

Name of Company :

Name of Authorised Person :

Signature :

Date :

If you wish to report unethical conduct you can contact:

Municipal Manager : 039 254 5000

Manager Supply Chain : 039 254 5056

Internal Audit : 039 254 5117

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

PROOF OF GOOD STANDING WITH MUNICIPAL ACCOUNTS

The tenderer is to affix to this page:

- Proof that they are not in arrears for more than 3 months with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached;
- Signed copy of the lease agreement if the tenderer is currently leasing premises and not responsible paying municipal accounts together with a letter from the landlord stating that no levies are in arrears (*only if applicable*).

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
2. Should this tender be considered for award of the contract, based on proof of submission and should proof of such submission be found to be invalid, erroneous or inaccurate, the this tender will no longer be considered for the award of the contract.
3. Statement must not be older than three months from the closing date of this tender.

Attach latest municipal account statement behind this page. The statement must not be older than three months from the close of this tender.

I,

(Full name in block letters) the undersigned, certify that the information furnished on this declaration form is correct and that I / we have no undisputed commitments for municipal services towards a municipality in respect of which payment is overdue for more than 90 days.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

Authority for Signatory

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

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

A. Certificate for Company

I,, chairperson

of the board of

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

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

acting in the capacity of, was authorised to sign all documents in connection with this tender for Contract No ANDM/BTO – STORES/63/11/03/24 and any contract resulting from it on behalf of the company.

As witnesses:

1. Chairman:

2. Date:

B. Certificate for Partnership

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

....., hereby authorise

Mr/Ms, acting in the capacity of

....., to sign all documents in connection with this tender for

Contract No ANDM/BTO – STORES/63/11/03/24 and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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 this tender for Contract No ANDM/BTO – STORES/63/11/03/24 and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

D. Certificate for Sole Proprietor

I, hereby confirm that I am the sole owner of the business trading as

As witnesses:

- 1. Sole Owner:
- 2. Date:

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as hereby authorise Mr/Ms

acting in the capacity of, to sign all to sign all documents in connection with this tender for Contract No ANDM/BTO – STORES/63/11/03/24 and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

BANKING DETAILS

It is the policy of the Alfred Nzo District Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

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

I/we hereby request and authorise the Alfred Nzo District Municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.

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

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

FOR BANK USE ONLY

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

JOINT VENTURE AGREEMENT

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms., authorised signatory of the company, close corporation or partnership acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

Note:

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

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

1. Original and valid tax clearance certificate of all parties of the Joint Venture/Consortium;
2. An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of the contract and;
3. certificate obtainable from a verification agency accredited by SANAS or a registered auditor approved by the Independent Regulatory Board of Auditors (IRBA).

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

EXPERIENCE OF TENDERER

The following is a statement of work (**general building projects**) successfully executed by myself / ourselves within the past 5 years with a minimum value of R1000,000.00:

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	DESCRIPTION OF WORK	VALUE OF WORK (inclusive of VAT)	COMPLETION DATE
(Client)			
(Contact Person)			
(tel.)			
(email)			
(Client)			
(Contact Person)			
(tel.)			
(email)			
(Client)			
(Contact Person)			
(tel.)			
(email)			
(Client)			
(Contact Person)			
(tel.)			
(email)			
(Client)			
(Contact Person)			
(tel.)			
(email)			

A separate schedule, clearly referenced, may be inserted here.

A separate schedule, clearly referenced, may be inserted here. **TENDERERS MUST** submit the following Assessment of Bidder's performance schedule to the references listed in the above table. Completed Assessment forms must be attached with the tender submission by closing date. Failure to do so may render any submission as being non-responsive.

SIGNATURE: DATE:
 (of person authorised to sign on behalf of the Tenderer)

EXPERIENCE OF TENDERER (Cont.)

The following is a statement of work (**general building projects**) successfully executed by myself / ourselves within the past 5 years with a minimum value of R 1000,000.00:

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	DESCRIPTION OF WORK	VALUE OF WORK (inclusive of VAT)	COMPLETION DATE
(Client)			
(Contact Person)			
(tel.)			
(email)			
(Client)			
(Contact Person)			
(tel.)			
(email)			
(Client)			
(Contact Person)			
(tel.)			
(email)			
(Client)			
(Contact Person)			
(tel.)			
(email)			
(Client)			
(Contact Person)			
(tel.)			
(email)			

A separate schedule, clearly referenced, may be inserted here. **TENDERERS MUST** submit the following Assessment of Bidder's performance schedule to the references listed in the above table. Completed Assessment forms must be attached with the tender submission by closing date. Failure to do so may render any submission as being non-responsive.

SIGNATURE: DATE:
 (of person authorised to sign on behalf of the Tenderer)

ASSESSMENT OF BIDDER

ASSESSMENT OF BIDDER'S PERFORMANCE BY INDEPENDENT REFERENCE
 (This must be sent by the bidder to the references listed in the Experience of Tenderer schedule. All assessment forms must be attached with the tender submission.)

Name of Bidder	
Contract/Tender Number (if applicable)	
Value of Contract	R
Date of Commencement	
Contract Duration	
Contract Completion Date	

Your assessment of the Contractor's performance in the following areas: Please tick one of the blocks on the right hand side. 1 = Poor; 5 = Excellent	1	2	3	4	5
Turn-around times					
Quality of feedback					
Accessibility and availability					
Reliability					
Customer satisfaction					
1 = Poor; 2 = Unsatisfactory; 3 = Average; 4 = Good; 5 = Excellent					

COMMENTS:

Name of Person Completing this Assessment Form	
Representing Firm	
Telephone Number	
Email Address	
Date of Assessment	

OFFICIAL COMPANY STAMP AND SIGNATURE OF OFFICIAL RESPONSIBLE FOR COMPLETING THE ASSESSMENT FORM	
--	--

**RECORD OF
ADDENDA**

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

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

Attach additional pages if more space is required.

Failure to acknowledge any addendum released by Alfred Nzo District Municipality may result in your tender submission being declared non-responsive.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

ELIGIBILITY CRITERIA

Tender offers will only be accepted if:

1. The tenderer submits an **original valid** Tax Clearance Certificate issued by the South African Revenue Services or their unique tax compliance status pin;
2. The Form of Offer is completed and signed;
3. The tenderer has attended the Compulsory Briefing Session;
4. The tenderer is required to submit a Bank Rating with this tender. Tenderers who receive a Bank Rating \leq D will be disqualified;
5. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 person prohibited from doing business with the public sector;
6. The tenderer has not:
 - a. abused the Employer's Supply Chain Management System; or
 - b. failed to perform on any previous contract and has been given a written notice to this effect;
7. The tenderer has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
8. The tenderer is registered on the Central Supplier Database;
9. The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached. The statement must not be older than three months from the closing date of this tender. Alternatively, if the tenderer is currently leasing premises and is not responsible for the payment of municipal services, a copy of the Lease Agreement must be attached.
10. A Joint-Venture Agreement, if applicable, is submitted with tender;
11. The tenderers scores more than or equal to 70 points out of 100 in respect of the Functionality Test;
12. All returnable schedules are to be completed and all relevant certificates attached where indicated.

CAPACITY TO EXECUTE THE WORK

Service Providers will be evaluated in terms of Capacity to execute the work as part of the minimum requirements before evaluated on price as follows:

The bids will be evaluated in two stages, namely:

- Stage 1- Capacity to Execute Work
- Stage 2- Price and Specific Goals

Only Bidders who score 70% or more on stage 1 would be evaluated further and therefore eligible for the award

ITEM	Scoring
STAGE 1 OF EVALUATION – CAPACITY TO EXECUTE THE WORK	100
• Previous Experience	50
• Capacity and Expertise	50
Total Scoring	100

- **Stage 2 – Price and Preference**

Bids will be evaluated according to the 80/20 Point System in compliance with Preferential Procurement Policy Act (5/2000) and Preferential Procurement Regulations 2022.

Preferential Procurement Goals	Proof to be Attached to Claim full Points	Points
Price	N/A	80
Specific Goal		20
Bidders will score Specific Goals as follows		
Empowerment of Women	Attach ID Certified Copies of Directors Claiming Specific Goals; for Bidders to obtain full points the percentage of equity held must be 51% or more	5
Youth	Attach ID Certified Copies of Directors Claiming Specific Goals; for Bidders to obtain full points the percentage of equity held must be 51% or more	3
Rural	Attach Proof of Residence of the Business or Lease Agreement	5
Disabled	Attach a Signed Letter from Health Practitioner	3

Black Owned Companies	Attach CK and ID Certified Copies of Directors Claiming Specific Goals; for Bidders to obtain full points the percentage of equity held must be 51% or more	5
Total Scoring		100

Previous Company Experience		
Note: The scoring in this section is not cumulative		
Traceable record for successful completion of a minimum of 04 or more general building projects to the value of R 1 million each or more		50
Traceable record for successful completion of a minimum of 03 or more general building projects to the value of R 1 million each or more		40
Traceable record for successful completion of a minimum of 02 or more general building projects to the value of R 1 million each or more		30
Traceable record for successful completion of a minimum of 01 or more general building projects to the value of R 1 million		20
	Total Scoring	50
Note COMPULSORY attachments for verifying work done:		
<p>1. The ANDM Assessment Bidder Form must be completed, stamped, and signed by the previous employer as a means of verifying references for each project undertaken. If 4 Projects were done, 4 Assessment bidder forms must be completed.</p> <p>2. In ADDITION to the above, a traceable record will be evaluated on the basis of:</p> <p>- An Appointment Letter or Official Purchase Order and Completion certificate for each project.</p>		

Capacity and Expertise to Undertake the Project	50
Note: The scoring in this section is preferably cumulative, unless justifiable to the Specification Committee	
Site Agent: Previous experience as a Site Agent (minimum of 3 years) with minimum qualification of NQF Level 6 in Civil Engineering (Attached CV detailing experience as Site Agent.	20

Site Foreman: Previous experience (3 years minimum) as Site Foreman with minimum qualification of NQF level 4. Attached CV detailing experience as Site Foreman.	15
Health and Safety officer One or more personnel must have a minimum of three (3) months certificate in health and safety.	5
NB: Attach CV and certified copies not older than 3 months for all qualifications	
Resources to execute the work Note: The scoring in this section is not cumulative	
Plant and Equipment This includes organization's plant and equipment (including but not limited to Excavator, Tipper Truck, Compactor, Front end loader) Attach proof of ownership or lease agreement.	10
Total Scoring [20+15+5+10]	50

NB. All bidders must be registered to CIDB with a minimum of 4GBPE/ 5GB or higher

Note: A bidder/s that scores less than 70 points out of 100 in respect of Capacity to Execute the work will be regarded as submitting a non-responsive bid and will be disqualified.

Should the relevant bidder/s meet the minimum required percentage or minimum points, they will be evaluated in terms of price and preference as per the PPPFA Act, No.5 of 2000 and its associated Regulations issued by the National Treasury.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black Owned Company		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
OR		
Any EME		
Any QSE		

COMPANY PROFILE

Bidders are required to submit a Company Profile that records evidence of previous work which substantiate their ability to undertake specific tasks.

The Company Profile must include the following items:

- Company Registration Documents
- Latest Financial Statements
- VAT Registration Certificate
- Proof of Experience in the Industry
- Proof of Locality of Registered Offices
- OHS Policy
- Quality Management Plan (if any)
- Proof of Registration with Professional Bodies (E.g. CIDB, LGSETA) – if applicable
- Details and Qualifications of Personnel who will assist ANDM. Certified copies of qualifications must be attached with the tender submission
- Preliminary Programme reflecting the proposed sequence and duration of the various activities comprising the work for this Contract
- Details of staff under the employ of the Tenderer including total staff, staff who may be deployed to ANDM upon successful award and details of senior management to oversee works undertaken. Curriculum Vitae of senior management must be attached.

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

Attach Company Profile to this page.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

CENTRAL SUPPLIER DATABASE REGISTRATION

Name of Tenderer	
Supplier Number	

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

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

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

SCOPE OF WORKS

Bids are invited from suitably qualified professional service providers to prepare and submit proposals to undertake the construction of Mount Ayliff Main stores at Alfred Nzo District Municipality's ERF 1493. The scope of work is as follows: construction of Mount Ayliff Main stores as per drawings,

- Construction site establishment
- Compliance of EMP requirements
- Compliance of OHS requirements
- Provision of temporary work force
- Bulk earthworks: cut and fill including platforms
- Construction of New store with the following:
 - Reception/foyer
 - 3 offices
 - Boardroom
 - Ablution facilities for male and females
 - Kitchen
 - Warehouse fitted with counter, galvanized shelves and fire extinguishers
 - 5 parking bays with carports (Steel and corrugated iron shelter)
 - Fencing of the stores area within ERF1493
 - Galvanized shed for pipes
- Electrical and mechanical works- building services installation
- Construction of concrete paving the whole yard
- Water reticulation including internal plumbing installations
- Sewer reticulation
- Reconstruction of the existing building (remove cladding from the sides and use blocks)

CANCELLATION OF CONTRACT

ANDM reserves the right to cancel the contract in the event of one or more of the following circumstances:

- Serious discrepancy in the provision of the required services by the bidder.
- Breach by the vendors of any of the terms and conditions of the tender.
- Any action by the bidder which is in breach of law or accepted practices in the commercial transactions.
- If the Vendor goes into liquidation voluntarily or otherwise.

Delivery Period: Items must be delivered within 14 days after being awarded the contract.

Renewal of Contract:

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

Item
No

Quantity

Rate

Amount

SECTION No. 1

BILL NO. 1

PRELIMINARIES

BUILDING AGREEMENT AND PRELIMINARIES

The JBCC Building Agreement Edition 6.2 - May 2018 prepared by the Joint Building Contracts Committee, shall be the agreement, amended as hereinafter described

The Preliminaries for use with the JBCC Building Agreement Edition 6.2 - May 2018 prepared by the Joint Building Contracts Committee, shall be deemed to be incorporated in these bills of quantities

Contractors are referred to the above-mentioned documents for the full intent and meaning of each clause thereof

These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the above-mentioned documents

Where any item is not relevant to this specific contract such item is marked N/A, signifying "not applicable"

Notwithstanding anything to the contrary contained in any of the contract documents including the Principal Building Agreement and the Preliminaries, the provision of the "Preliminaries" as hereinafter set forth shall prevail and shall take precedence

Carried Forward

R

Section No. 1
Bill No. 1
Preliminaries and General
Zonk Engineering Consulting

Brought Forward

R

PREAMBLES FOR TRADES

The Model Preambles for Trades (1999 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained

Supplementary preambles to the Model Preambles covering clauses of a general nature, clauses pertaining to specific materials and amendments to clauses in the Model Preambles are incorporated in these bills of quantities to satisfy the requirements of this project

The contractor's prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the Model Preambles and in any supplementary preambles

GENERAL

If Alternative A as set out in clause B10.3 hereinafter is to be used for the adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories "F", "T" or "V" as the case may be below such item, where "F" denotes a fixed amount (amount not to be varied), "T" denotes an amount variable in proportion to time and "V" denotes an amount variable in proportion to value

SECTION A - PRINCIPAL BUILDING AGREEMENT

Interpretation (A1-A7)

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

Item

2 Law, regulations and notices (clause
2)F:..... V:.....
T:.....

Item

Carried Forward

R

Section No. 1
Bill No. 1
Preliminaries and General
Zonk Engineering Consulting

Brought Forward		R
3	Offer acceptance (clause 3)F:..... V:..... T:.....	Item
4	Cessions ad assignment (clause 4)F:..... V:..... T:.....	Item
5	Documents (clause 5)F:..... V:..... T:.....	Item
6	Employer's agents (clause 6)F:..... V:..... T:.....	Item
<p>The principal agent shall:</p> <ul style="list-style-type: none"> - monitor and control progress and scheduling - monitor all contract conditions, and - coordinate the efforts of the employer's agents, the contractor and subcontractors <p>The powers conferred on the principal agent in terms of this clause and/or the exercising of these powers shall not be construed as removing or diminishing any of the obligations of the Contractor in terms of the Principal Building Agreement, whether financial, contractual or otherwise, nor shall the exercising of these powers create any privity of contract as between the Employer or his agents on the one part and the Contractor or subcontractors or suppliers on the other part</p> <p>The principal agent reserves the right to attend and participate in all contractor/subcontractor's meetings, to invite other employer's agents to attend such meetings at his discretion and to converse and chair any such meetings if the contractor is derelict in his duty in arranging such meetings to the degree of frequency and comprehensiveness dictated in the opinion of the project manager by the circumstances and exigencies of the construction process</p>		
7	Design responsibility (clause 7)F:..... V:..... T:.....	Item
Carried Forward		R
<p>Section No. 1 Bill No. 1 Preliminaries and General Zonk Engineering Consulting</p>		

Brought Forward		R
<u>Insurances and securities (A8-A11)</u>		
8	Works risk (clause 8)F:..... V:..... T:.....	Item
9	Indemnities (clause 9)F:..... V:..... T:.....	Item
10	Insurances (clause 10) F:..... V:..... T:.....	Item
11	Securities (clause 11)F:..... V:..... T:.....	Item
<u>Execution (A12-A17)</u>		
12	Obligations of the parties (clause 12) F:..... V:..... T:.....	Item
13	Setting out (clause 13)F:..... V:..... T:.....	Item
	The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc exist in order that the necessary arrangements may be made for the rectification of any such encroachments	
14	Nominated subcontractors (clause 14)F:..... V:..... T:.....	Item
15	Selected subcontractors (clause 15)F:..... V:..... T:.....	Item

Zonk Engineering Consulting

Carried Forward

**Mount Ayliff Main Store
Alfred Nzo District Municipality
R**

Brought Forward		R
<p>Written proof is required from subcontract tenderers at tendering that they can meet the JBCC Selected Subcontract Agreement or other tender agreements and provide security in terms of the agreement. If the above is not provided the tender may not be accepted</p> <p>All amounts allowed under Provisional Amounts are intended to be awarded to Selected Subcontractors</p>		
16	<p>Direct Contractors (clause 16)</p> <p>F:..... V:..... T:.....</p>	Item
17	<p>Contract instructions (clause 17)F:..... V:..... T:.....</p>	Item
<u>Completion (A18-A24)</u>		
18	<p>Interim completion (clause 18)F:..... V:..... T:.....</p>	Item
19	<p>Practical completion (clause 19)F:..... V:..... T:.....</p>	Item
20	<p>Completion in sections (clause 20)F:..... V:..... T:.....</p>	Item
21	<p>Defects liability period and final completion (clause 21)F:..... V:..... T:.....</p>	Item
22	<p>Latent defects liability period (clause 22)F:..... V:..... T:.....</p>	Item
23	<p>Revision of date of practical completion (clause 23)F:..... V:..... T:.....</p>	Item
<p>The removal and replacement of materials and/or workmanship that do not conform to specification or drawings shall not constitute grounds for an extension of the construction period nor for an adjustment to the contract sum (clause 29.3)</p>		
<p>Bill No. 1 Preliminaries and General</p>		
Section No. 1		

Zonk Engineering Consulting

Carried Forward

**Mount Ayliff Main Store
Alfred Nzo District Municipality
R**

Brought Forward		R
24	Penalty for non-completion (clause 24)F:..... V:..... T:.....	Item
<u>Payment (A25 - A27)</u>		
25	Payment (clause 25)F:..... V:..... T:.....	Item
26	Adjustment to the contract value and final account (clause 26)F:..... V:..... T:.....	Item
<p>Where prices are submitted by the contractor or nominated/selected subcontractors during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the contract and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the final certificate, it will be in writing</p>		
27	Recovery of expense and/or loss (clause 27)F:..... V:..... T:.....	Item
<u>Suspension and Termination (A28-A29)</u>		
28	Suspension by contractor (clause 28)F:..... V:..... T:.....	Item
29	Termination (clause 29)F:..... V:..... T:.....	Item
<u>Dispute Resolution (A30)</u>		
30	Dispute Resolution (clause 30) F:..... V:..... T:.....	Item
Preliminaries and General Zonk Engineering Consulting		
Section No. 1 Bill No. 1		

Carried Forward

R

Brought Forward

R

42.1 CONTRACTING AND OTHER PARTIES

42.1.1

Employer:

Alfred Nzo District Municipality

42.1.2

Principal Agent and Architect:

42.1.3

Quantity Surveyor:

42.1.4 **Structural Engineer:**

42.1.5

Electrical/Mechanical Engineer:

42.2 CONTRACT DETAILS

42.2.1 Works Description:

Mount Ayliff Main Stores

42.2.2 Site Description:

42.2.3 Work or installations by direct contractors:

None

42.2.4 This agreement is for a government contract
where there are specific options that are
applicable to a **State** organ only

No

Carried Forward

R

Section No. 1

Bill No. 1

Preliminaries and General

Zonk Engineering Consulting

Brought Forward

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

TBA

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

TBA *working days*

42.2.7 For the works **as a whole**. Intended date of practical completion and the penalty per calendar day

TBA

Penalty Amount
0.05% per calendar day

42.2.8 For the works in **sections**: Intended date of practical completion and the penalty per calendar day

Section 1

..... *Date*

R..... *Penalty Amount*

42.2.9 The law applicable to this agreement shall be that of

South Africa (country)

42.3 INSURANCES

42.3.1 Contract works insurance to be effected by:

Contractor:

For the Sum of not less than the contract

With a deductible of - to be determined by the contractor

Carried Forward

Section No. 1
Bill No. 1
Preliminaries and General
Zonk Engineering Consulting

R

R

Brought Forward	R
42.3.2 Supplementary insurance is required Yes	
42.3.3 Public liability insurance to be effected by: Contractor: For the Sum of R 5 000 000.00 With a deductible of - to be determined by the contractor	
42.3.4 Support insurance to be effected by: Contractor: For the Sum of N/A With a deductible of - to be determined by the contractor	
<u>42.4 DOCUMENTS</u>	
42.4.1 Waivers of contractors lien or right of continuing possession is required No	
42.4.2 Number of construction document copies to be supplied to the contractor free of charge: 3 Number of	
42.4.3 Bills of Quantities/Lump sum document schedule of rates drawn up in accordance with: "Standard System of Measuring Builders' Work"	
42.4.4 On acceptance of the tender the bills of quantities/lump sum document is to be submitted within 7 (seven) working days <i>The priced bills of quantities must be handed in with the tender</i>	
42.4.5 JBCC Engineering General Conditions are to be included in the contract documents : N/A	
Carried Forward	R
Section No. 1 Bill No. 1 Preliminaries and General Zonk Engineering Consulting	

Brought Forward		R
42.4.6 The contract value is to be adjusted using escalation adjustment indices		
Where JBCC CPAP is to be used	Yes	
Base Month	April 2023	
42.4.7 Details of changes made to the provision of JBCC standard documentation:		
<u>SECTION B: PRELIMINARIES</u>		
<u>Definitions and interpretation (B1)</u>		
31	Definition and interpretation (B1.1 - B1.4.6) F:..... V:..... T:.....	Item
<u>Documents (B2)</u>		
32	Checking of documents (B2.1)F:..... V:..... T:.....	Item
33	Provisional bills of quantities (B2.2)F:..... V:..... T:.....	N/A
34	Availability of construction documentation (B2.3) F:..... V:..... T:.....	Item
35	Interests of agents (B2.4)F:..... V:..... T:.....	Item
36	Priced documents (B2.5)F:..... V:..... T:.....	Item
37	Tender submission (B2.6)F:..... V:..... T:.....	Item

Zonk Engineering Consulting

Carried Forward

**Mount Ayliff Main Store
Alfred Nzo District Municipality
R**

Brought Forward		R
<u>The site (B3)</u>		
38	Defined works area (B3.1)F:..... V:..... T:.....	Item
39	Geotechnical investigation (B3.2)F:..... V:..... T:.....	Item
40	Inspection of the site (B3.3)F:..... V:..... T:.....	Item
	Existing premises occupied (B3.4)F:..... V:..... T:.....	
	Previous work - dimensional accuracy (B3.5)F:..... V:..... T:.....	
	Previous work - defects (B3.6)F:..... V:..... T:.....	
41	Services - known (B3.7)F:..... V:..... T:.....	Item
42	Services - unknown (B3.8)F:..... V:..... T:.....	Item
43	Protection of trees etc (B3.9)F:..... V:..... T:.....	Item
44	Articles of value (B3.10)F:..... V:..... T:.....	Item
45	Inspection of adjoining properties etc (B3.11)F:..... V:..... T:.....	Item
<u>Management of contract (B4)</u>		
46	Management of the works (B4.1)F:..... V:..... T:.....	Item

Carried Forward

Section No. 1
Bill No. 1
Preliminaries and General
Zonk Engineering Consulting

Brought Forward		R
47	Programme for the works (B4.2) F:..... V:..... T:.....	Item
48	Progress meetings (B4.3)F:..... V:..... T:.....	Item
49	Technical meetings (B4.4)F:..... V:..... T:.....	Item
50	Labour and Plant records (B4.5) F:..... V:..... T:.....	Item
<u>Samples, Shop Drawings and Manufacturer's Instructions (B5)</u>		
51	Samples of materials (B5.1)F:..... V:..... T:.....	Item
52	Workmanship samples (B5.2)F:..... V:..... T:.....	Item
53	Shop drawings (B5.3) F:..... V:..... T:.....	Item
54	Compliance with Manufacturer's Instructions (B5.4) F:..... V:..... T:.....	Item
<u>Temporary works and plant (B6)</u>		
55	Deposits and fees (B6.1)F:..... V:..... T:.....	Item
56	Enclosure of the works (B6.2)F:..... V:..... T:.....	Item
57	Advertising (B6.3)F:..... V:..... T:.....	Item

Mount Ayliff Main Store
Alfred Nzo District Municipality
R

Carried Forward

Section No. 1
Bill No. 1
Preliminaries and General
Zonk Engineering Consulting

Brought Forward		R
58	Plant, equipment, sheds and offices (B6.4)F:..... V:..... T:.....	Item
59	Main notice board (B6.5)F:..... V:..... T:.....	Item
60	Subcontractors' notice board (B6.6) F:..... V:..... T:.....	N/A
<u>Temporary services (B7)</u>		
61	Location (B7.1)F:..... V:..... T:.....	Item
<u>Prime cost amounts (B8)</u>		
62	Responsibility for prime cost amounts (B8.1)F:..... V:..... T:.....	Item
<u>Attendance on N/S Subcontractors (B9)</u>		
63	General attendance (B9.1)F:..... V:..... T:.....	Item
64	Special attendance (B9.2)F:..... V:..... T:.....	Item
65	Commissioning - Fuel, water and power (B9.3)F:..... V:..... T:.....	Item
<u>Financial aspects (B10)</u>		
	Statutory taxes, duties and levies (B10.1)F:..... V:..... T:.....	Item
66	Payment of preliminaries (B10.2) Option [B] shall apply F:..... V:..... T:.....	Item

Section No. 1
Bill No. 1
Preliminaries and General
Zonk Engineering Consulting

Carried Forward

**Mount Ayliff Main Store
Alfred Nzo District Municipality
R**

Brought Forward		R
67	Adjustment of preliminaries (B10.3) Option [A] shall apply F:..... V:..... T:.....	Item
68	Payment certificate cash flow (B10.4)F:..... V:..... T:.....	Item
<u>General (B11)</u>		
69	Protection of works (B11.1)F:..... V:..... T:.....	Item
70	Protection/isolation of existing/sectionally occupied works (B11.2)F:..... V:..... T:.....	Item
71	Security of the Works (B11.3) F:..... V:..... T:.....	Item
72	Notice before covering work (B11.4)F:..... V:..... T:.....	Item
73	Disturbance (B11.5) F:..... V:..... T:.....	Item
74	Environmental Disturbance (B11.6) F:..... V:..... T:.....	Item
75	Works cleaning and clearing (B11.7) F:..... V:..... T:.....	Item
76	Vermin (B11.8) F:..... V:..... T:.....	Item

Carried Forward

R

Brought Forward		R
77	Overhand work (B11.9) F:..... V:..... T:.....	Item
78	Instruction manuals and guarantees (B11.10) F:..... V:..... T:.....	Item
79	As built information (B11.11) F:..... V:..... T:.....	Item
80	Tenant Installations (B11.12) F:..... V:..... T:.....	Item
<u>Schedule of variables (B12)</u>		
81	Pre-tender information (B12.1) F:..... V:..... T:.....	Item
	12.1.1 Provisional bills of quantities (B2.2) The quantities are provisional: No	
	12.1.2 Availability of construction documentation (B2.3) Construction documentation is not complete No	
	12.1.3 Interest of agents (B2.4)	
	12.1.4 Defined works area (B3.1)	
	12.1.5 Geotechnical investigation (B3.2)	
	N/A	
Carried Forward		R
Section No. 1 Bill No. 1 Preliminaries and General Zonk Engineering Consulting		

Brought Forward	R
12.1.6 Existing premises occupied (B3.4)	
12.1.7 Previous work - dimensional accuracy (B3.4)	
12.1.8 Previous work - defects (B3.5)	
12.1.9 Services - known (B3.7)	
12.1.10 Protection of trees (B3.9)	
All trees should be protected and only on instruction of the Principal Agent may any trees be removed	
12.1.11 Inspection of adjoining properties (B3.11)	
12.1.12 Enclosure of the works (B6.2)	
12.1.13 Offices (B6.4.3)	
An office for the clerck of works should be provided	
12.1.14 Main notice board (B6.5)	
YES	
12.1.15 Subcontractors notice board (B6.6) A notice board is required	
No	
Carried Forward	R
Section No. 1 Bill No. 1 Preliminaries and General Zonk Engineering Consulting	

Brought Forward	R
12.1.16 Water (B7.2) Alternative Selected: A	
12.1.17 Electricity (B7.3) Alternative selected: A	
12.1.18 Telecommunications (B7.4)	
12.1.19 Ablution facilities (B7.5) Alternative selected: A	
12.1.20 Protection of existing/sectionally occupied works (B11.2)	
12.1.21 Special attendance (B9.2) Subcontractor (1) details:	
12.1.22 Protection of the works (B11.1)	
12.1.23 Disturbance (B11.5)	
12.1.24 Environmental Disturbance (B11.6)	
<u>Post tender information (B12.2)</u>	
12.2.1 Payment of preliminaries Alternative selected: B	
12.2.2 Adjustment of preliminaries Alternative selected: A	
12.2.3 Additional agreed preliminaries items	
Carried Forward	R
Section No. 1 Bill No. 1 Preliminaries and General Zonk Engineering Consulting	

Brought Forward

R

SECTION C: SPECIFIC PRELIMINARIES

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

82 Black economic empowerment and training

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

Item

83 Proprietary branded products

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

Item

The contractor shall take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instructions after consultation with the manufacturer's authorised representative

84 Contract instructions

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

Item

Contract instructions issued on site are to be recorded in triplicate in a contract instruction book which is to be supplied and maintained on site by the contractor

85 Labour record

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

Item

Carried Forward

R

Section No. 1
Bill No. 1
Preliminaries and General
Zonk Engineering Consulting

Brought Forward		R
<p>At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and descriptions of tradesmen and labourers employed by him and all subcontractors on the works each day of that week</p>		
<p>86 Plant record</p> <p>F:..... V:..... T:.....</p>	Item	
<p>At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools used on the works each day of that week</p>		
<p>87 Guarantees</p> <p>F:..... V:..... T:.....</p>	Item	
<p>Where guarantees are called for, the contractor shall obtain a written guarantee, addressed to the employer, from the firm supplying the materials and/or doing the work and shall deliver same to the principal agent on the certified completion of the contract. The guarantee shall state that workmanship, materials and installation are guaranteed for a specified period from the date of certified completion of the contract, and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice from the principal agent to do so. This guarantee will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the contractor. The principal agent shall be the sole judge of the cause responsible for defects in the work and his decision shall be final and binding in terms of clause 40.2 of the agreement</p>		
Carried Forward		R
<p>Section No. 1 Bill No. 1 Preliminaries and General Zonk Engineering Consulting</p>		

Brought Forward

R

88 Overtime

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

Item

Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorised, in writing, prior to execution thereof, that costs for such overtime are to be borne by the employer

89 Co-operation of contractor for cost management

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

Item

It is specifically agreed that the contractor accepts the obligation of assisting the professional consultants in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget. The quantity surveyor undertakes to make available to the contractor all budgetary allowances and cost assessments/reports to enable the proper procedures to be implemented and the contractor will attend all cost plan review and cost management meetings. The contractor undertakes to extend these procedures in regard to all subcontractors

90 Occupational Health and Safety Specification

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

Item

Any Principal Contractor entering into a contract with The Developer must achieve an acceptable level of Occupational Health and Safety performance. Refer to "Project Specification" and "Safety, Health and Environmental Evaluation Questionnaire" The contractor to comply with all provisions of the above and to be enforced on all selected and or other sub-contractors, as no claim afterwards will be entertained

Carried Forward

R

Section No. 1
Bill No. 1
Preliminaries and General
Zonk Engineering Consulting

	Brought Forward		R
91	<p>Obligatory Sub-contracting and Training</p> <p>F:..... V:..... T:.....</p> <p>The Principal Agent shall call for tenders for Sub-Contractors. Thes data base of registered Contractors shall be used where possible.</p> <p>The Principal Agent and the Contractor shall provide for sections of the proposed tender to be subcontracted to a Domestic Sub-Contractor. The Principal Agent and the Contractor shall at all times make sure that the work complies with the relevant specifications, standards and norms as contained in this tender.</p> <p>The Principal Agent and the Contractor shall provide for the necessary skills transfer and assistance to complete the sub-contracted section of the works.</p> <p>The Principal Agent and the Contractor shall provide the necessary documentation to the Domestic Sub-Contractor for upgrading of the rating by CIDB.</p> <p>BEE Sub-Contractors must be 100% black owned and have offices in Mpumalanga Province</p>	Item	
92	<p>Expanded Programme</p> <p>F:..... V:..... T:.....</p> <p>The Contractor shall study the guidelines for the implementation of labour-intensive infrastructure projects under the Expanded Public Works Programme (EPWP) attached to this document. The Contractor shall take note of the requirements and inform all selected and or other sub-contractors, as no claim afterwards will be entertained</p>	Item	
	Carried to Final Summary		R
	<p>Section No. 1 Bill No. 1 Preliminaries and General</p> <p>Zonk Engineering Consulting</p>		

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO.1</u>			
	<u>ALTERATIONS, ETC (PROVISIONAL)</u>			
	<u>PREAMBLES</u>			
	The contractor is referred to the Model Preambles for Trades (2008 edition) as issued the Association of South African Quantity Surveyors before pricing this bill			
	<u>REMOVAL OF EXISTING WORK</u>			
	<u>Breaking down and removing brickwork etc</u>			
1	230mm one brick wall	m2	41	
	<u>REMOVAL OF EXISTING WORK</u>			
	<u>Taking off and removing roof, floors, paneling, ceiling, partitioning etc.</u>			
2	Translucent roof sheeting	m2	272	
3	Horizontal and vertical ceilings including cornices, timber bandering, suspension grid, hangers etc.	m2	247	
	<u>Taking out/off and removing sundry metalwork</u>			
4	Roller shutter door size: 3270mm x 2500mm high overall fixed to brick wall.	No	2	
	Carried Forward to Summary of Section No. 2			R
	Section No. 2			
	Bill No. 1			

**Alterations (Provisional)
Zonk Engineering Consulting**

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 2</u>			
	<u>EARTHWORKS (PROVISIONAL)</u>			
	<u>PREAMBLES</u>			
	The contractor is referred to the Model Preambles for Trades (2008 edition) as issued the Association of South African Quantity Surveyors before pricing this bill			
	<u>SITE CLEARANCE ETC</u>			
	<u>Site clearance</u>			
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc	m2	696	
	<u>EXCAVATION, FILLING, ETC</u>			
	<u>Excavation in earth not exceeding 2m deep</u>			
2	Holes	m3	16	
3	Trenches	m3	87	
	<u>Extra over trench and hole excavations in earth for excavation in</u>			
4	Soft rock	m3	25	
5	Hard rock	m3	5	
	<u>Extra over all excavations for carting away</u>			
6	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	103	
	<u>Risk of collapse of excavations</u>			
7	Sides of trench and hole excavations not exceeding 1,5m deep	m2	82	

Section No. 2
Bill No. 2
Earthworks
Zonk Engineering Consulting

Carried Forward

Mount Ayliff Main Store
Alfred Nzo District Municipality
R

Brought Forward

		Item		R
<u>Keeping excavations free of water</u>				
8	Keeping excavations free of all water other than subterranean water			
<u>G5 filling obtained from excavations compacted to 95% Mod AASHTO density</u>				
9	Under floors, steps, pavings, etc	m3	101	
<u>SOIL POISONING</u>				
<u>Soil insecticide</u>				
10	Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m2	102	20.00
11	To bottoms and sides of holes	m2	108	20.00
				2,040.00
				2,160.00

Carried Forward to Summary of Section No. 2

Section No. 2
Bill No. 2
Earthworks
Zonk Engineering Consulting

R 82,265.00

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 3</u>			
	<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>			
	<u>PREAMBLES</u>			
	The contractor is referred to the Model Preambles for Trades (2008 edition) as issued the Association of South African Quantity Surveyors before pricing this bill			
	<u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>			
	<u>15MPa/19mm concrete</u>			
1	Blinding	m3	2	
	<u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>			
	<u>25MPa/19mm concrete</u>			
2	Strip footings	m3	25	
3	Pad footings	m3	9	
	<u>REINFORCED CONCRETE</u>			
	<u>25MPa/19mm concrete</u>			
4	Bases	m3	16	
5	Stub columns	m3	1	
6	Surface beds	m3	40	
	<u>REINFORCED CONCRETE</u>			

Bill No. 3
Concrete, Formwork and Reinforcement
Zonk Engineering Consulting

Carried Forward

Mount Ayliff Main Store
Alfred Nzo District Municipality
R

Brought Forward

	<u>35MPa/19mm concrete</u>			
7	Concrete staircase	m3	2	
8	Slab	m3	9	
	CONCRETE SUNDRIES			
	<u>Finishing top surfaces of concrete smooth with a wood float</u>			
9	Surface beds, slabs, etc	m2	423	
	FORMWORK			
	<u>SMOOTH FORMWORK (DEGREE OF ACCURACY II)</u>			
	<u>Smooth formwork to sides</u>			
10	Rectangular stub columns in foundations (Provisional)	m2	16	
	<u>Smooth formwork to soffits</u>			
11	Slabs with sloping soffits propped up exceeding 1.5m and not exceeding 3.5m high	m2	100	
	MOVEMENT JOINTS ETC			
	<u>Expansion joints with closed cell expanded polystyrene joint filler between vertical concrete and/or brick surfaces</u>			
12	10mm saw cut joints	m	119	
	REINFORCEMENT (PROVISIONAL)			
	<u>Steel reinforcement to structural concrete work:</u>			
13	Various Diameters	t	5	
14	Ref 245 mesh reinforcement	m2	386	

R

Carried Forward to Summary of Section No. 2

Section No. 2
Bill No. 3
Concrete, Formwork and Reinforcement
Zonk Engineering Consulting

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 4</u>			
	<u>PRECAST CONCRETE</u>			
	<u>PREAMBLES</u>			
	The contractor is referred to the Model Preambles for Trades (2008 edition) as issued the Association of South African Quantity Surveyors before pricing this bill			
	<u>PRECAST CONCRETE</u>			
	<u>"Winblok" modular precast concrete window surrounds etc finished smooth on exposed surfaces including bedding, jointing and pointing</u>			
1	600 x 600mm window surround	No	25	
2	800 x 800mm window surround	No	9	
	Carried Forward to Summary of Section No. 2		R	
	Section No. 2			
	Bill No. 4			
	Precast Concrete			
	Zonk Engineering Consulting			

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 5</u>			
	<u>MASONRY</u>			
	<u>PREAMBLES</u>			
	The contractor is referred to the Model Preambles for Trades (2008 edition) as issued the Association of South African Quantity Surveyors before pricing this bill			
	<u>SUBSTRUCTURE</u>			
	<u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in class I mortar</u>			
1	One brick walls	m2	61	
	<u>SUPERSTRUCTURE</u>			
	<u>Brickwork of NFP bricks in class II mortar</u>			
2	115mm Half brick walls	m2	86	
3	230mm One brick walls	m2	558	
	<u>BRICKWORK SUNDRIES</u>			
	<u>Brickwork reinforcement</u>			
4	75mm Wide reinforcement built in horizontally	m	189	
	<u>Prestressed fabricated lintels</u>			
5	110 x 75mm Lintels in lengths not exceeding 3m	m	32	
	<u>FACE BRICKWORK</u>			
	<u>External face bricks (Prime Cost Amount R 4 500.00/1000) pointed with flush horizontal and vertical joints</u>			
6	Extra over brickwork for face brickwork	m2	108	
	Carried Forward to Summary of Section No. 2			
			R	

Section No. 2
Bill No. 5
Masonry
Zonk Engineering Consulting

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 6</u>			
	<u>WATERPROOFING</u>			
	<u>PREAMBLES</u>			
	The contractor is reverved to the Model Preambles for Trades (2008 edition) as issued the Association of South African Quantity Surveyors before pricing this bill			
	<u>DAMP-PROOFING OF WALLS AND FLOORS</u>			
	<u>One layer of 375 micron "Consol Plastics Brikgrip DPC" embossed damp proof course or similar approved</u>			
1	In walls	m2	295	
	<u>One layer of 250 micron "Consol Plastics Gunplas USB Green" waterproof sheeting sealed at laps with "Gunplas Pressure Sensitive Tape"</u>			
2	Under surface beds	m2	335	
	Carried Forward to Summary of Section No. 2			
	Section No. 2			
	Bill No. 6			
	Waterproofing			
	Zonk Engineering Consulting			
			R	

Item No	<u>SECTION NO. 2</u>	Quantity	Rate	Amount
	<u>BILL NO. 7</u>			
	<u>ROOF COVERINGS ETC</u>			
	<u>PREAMBLES</u>			
	The contractor is referred to the Model Preambles for Trades (2008 edition) as issued the Association of South African Quantity Surveyors before pricing this bill			
	<u>PROFILED METAL SHEETING AND ACCESSORIES</u>			
	<u>(Dark Grey)KlipLok 460 factory coated roof sheets laid at 27° fall including flashing on industrial bubblefibre insulation tied with galv. 2.2mm straining wire on 38x52mm SAP treated timber purlins fixed onto SAP timber trusses spaced at max 970mm c/c on 38x114mm wallplate secured by galvanised wall ties fitted minimum 4 courses below all as per the engineers detail.</u>			
1	Roof covering with pitch exceeding 25 degrees	m2	624	
2	Ridge capping 600mm girth	m	45	
3	Side wall cladding	m2	72	
	<u>ROOF AND WALL INSULATION</u>			
	<u>"Sisalation FR405" Fire retardant aluminium foil insulation to be installed in accordance with SANS 10400 Part T</u>			
4	Insulation laid taut over purlins (at approximately 1000mm centres) and fixed concurrent with roof covering including galvanised steel straining wires	m2	624	
	Carried Forward to Summary of Section No. 2			
	Section No. 2 Bill No. 7		R	

Roof Covering
Zonk Engineering Consulting

Mount Ayliff Main Store
Alfred Nzo District Municipality

Item
No

Quantity

Rate

Amount

SECTION NO. 2

BILL NO.8

CARPENTRY AND JOINERY

PREAMBLES

The contractor is referred to the Model Preambles for Trades (2008 edition) as issued the Association of South African Quantity Surveyors before pricing this bill

ROOFS, ETC

Carried Forward

R

Section No. 2
Bill No. 8
Carpentry and Joinery
Zonk Engineering Consulting

Brought Forward

Plate nailed timber roof truss construction

The following is applicable in respect of roof trusses:

Trusses are at maximum 1,10m centres

Roof covering is galvanised "IBR" roof sheeting with "Globalcoat" finish on one side on 50 x 75mm purlins at 1,1m maximum centres.

Ceilings are generally 6,4mm gypsum plasterboard on 38 x 38mm branderling.

All timber to be sawn softwood in accordance with V4 or M4 as defined in SABS 563 or SABS 1245.

Metal connector plates shall have a minimum yield strength of 228 MPa and a minimum ultimate tensile strength of 330 Mpa with hot-dip galvanised finish.

All joints to be close fitted butt joints.

Trusses shall be designed by a registered supplier of prefabricated trusses who shall issue an Engineers Certificate upon completion of the installation.

The dimensions in the descriptions of the trusses are nominal and actual measurements are to be obtained on site before design or fabrication commences.

Tenderers must study the roof plan and sections as attached to the back of these bills of quantities (refer drawing No.'s CLASS-4 - 001 to 002) and must obtain prices from a qualified and registered roof truss supplier as no claims in this regard will be entertained.

Sawn softwood

1 38 x 114mm Wall plates

m

173

R

R

Carried Forward

Section No. 2
Bill No. 8
Carpentry and Joinery
Zonk Engineering Consulting

Brought Forward		R
2	Design, manufacture and deliver on site, plate nailed roof trusses to First floor office, 15000 x 6700mm wide overall on plan. Each truss 6700 x 2 300mm high overall with 600mm eaves overhang, including all necessary purlins, runners, bracing and cross bracing (wall plates elsewhere).	No 1
3	Design, manufacture and deliver on site, plate nailed roof trusses to guard house, 3000 x 3000mm wide overall on plan. Each truss 3000 x 2 300mm high overall with 600mm eaves overhang, including all necessary purlins, runners, bracing and cross bracing (wall plates elsewhere).	No 1
<u>Sundries</u>		
4	Two coats creosote on sawn timbers	m2 16
<u>EAVES . VERGES . ETC</u>		
<u>"Everite" pressed nutec-cement</u>		
5	12x220mm fibre cement boards fixed to rafters	m 190
<u>SKIRTINGS</u>		
<u>Timber Skirting</u>		
6	19 x 150mm Wrought meranti skirting plugged and pelleted to match existing	m 359
<u>DOORS ETC</u>		
<u>Wrought meranti</u>		
7	40mm Framed, ledged, batten and braced door 813 x 2032mm high, formed of 40 x 110mm stiles and top rail, 20 x 225mm bottom ledge, 20 x 150mm middle ledge and 20 x 110mm diagonal braces, with 1,2mm sheet metal front veneer on outside and vertical boarding fixed in and including grooves in stiles and top rail	No 12
<u>Semi-solid flush doors with commercial veneer hung to steel frames</u>		
8	44mm Door 762 x 2 032mm high	No 7

Carried Forward

R

**Mount Ayliff Main Store
Alfred Nzo District Municipality**

	Brought Forward		R
9	44mm Double Door 2080 x 2 295mm high "Bitcon Industries" fire doors with veneer	No	2
10	40mm Door size 813 x 2032mm high	No	4
Carried Forward to Summary of Section No. 2			R

Section No. 2
Bill No. 8
Carpentry and Joinery
Zonk Engineering Consulting

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO.9</u>			
	<u>CEILING, PARTITION AND ACCESS FLOORING</u>			
	<u>PREAMBLES</u>			
	The contractor is referred to the Model Preambles for Trades (2008 edition) as issued the Association of South African Quantity Surveyors before pricing this bill			
	<u>SUSPENDED CEILINGS</u>			
	<u>OWA Constallation Acoustic Ceiling or similar approved</u>			
	<u>600x1200mm acoustic suspended ceiling with energy efficient recess lighting to later detail</u>			
1	Horizontal ceiling suspended not exceeding 1m below concrete soffits	m2	323	
	<u>NAILED UP CEILINGS</u>			
	<u>Flush plasterboard gypsum board 9.5mm thick with flush jointed skimmed and painted including flush skimmed and painted including flush plaster trim and fixing to hangers:</u>			
2	Bulk Heads to ceilings including 38 x 38mm sawn softwood bandering at 300mm centres	m2	23	
3	Extra over ceiling for 650 x 650mm trap door 38 x 50mm wrought softwood rebated framing	No	3	
	<u>"Rhino" gypsum plasterboard cornices</u>			
4	75mm coved cornices	m	34	
	Carried Forward to Summary of Section No. 2			
	Section No. 2			
	Bill No. 9			
	Ceilings and Partitioning			
				R

Zonk Engineering Consulting

**Mount Ayliff Main Store
Alfred Nzo District Municipality**

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO.10</u>			
	<u>IRONMONGERY</u>			
	<u>PREAMBLES</u>			
	The contractor is referred to the Model Preambles for Trades (2008 edition) as issued the Association of South African Quantity Surveyors before pricing this bill			
	<u>HINGES. BOLTS. ETC.</u>			
	<u>"QS Products" or similar approved</u>			
1	QS4417 Door hinge - stainless steel hinge pair of 100 x 76 x 2mm	No	46	
	<u>LOCKS</u>			
	<u>"Mazac Tarpon"</u>			
2	"952/4L" four lever lockset and handles with chrome plated finish	No	23	
	<u>HANDLES. LETTERS. NAMEPLATES. ETC</u>			
	<u>"QS Products" or similar approved</u>			
3	Coupe Umea - 16mm diameter stainless steel lever handle on plate	No	2	
	<u>LETTERS. NAMEPLATES. ETC</u>			
	<u>"Union" or equal and approved</u>			
4	"AL5066-06ASE15" 152 x 152mm anodised aluminium plate with fire escape pictogram	No	1	
5	250 x 300mm Female Toilet Signage	No	4	
6	250 x 300mm Male Toilet Signage	No	2	

Section No. 2
Bill No. 10

Ironmangery
Zonk Engineering Consulting

Carried Forward

Mount Ayliff Main Store
Alfred Nzo District Municipality
R

Brought Forward			R
7	250 x 300mm Paraplegic Toilet Signage	No	1
<u>"BATHROOM FITTINGS"</u>			
<u>"Franke" or equal and approved</u>			
8	3mm thick stainless steel wall mounted CHRX675 Toilet roll holder, with thief resistant controlled delivery including screws and raw plugs.	No	3
9	304H x 100W x 134D Franke Stratos Soap dispenser wall mounted with stainless steel finish code (STRXX618)	No	4
10	Rodan paper towel dispenser wall mounted with stainless steel finish. Material thickness 0.8mm, folded front cover, cylinder lock with inspection windows on sides, loading capacity 300 - 400pcs. including stainless steel screws and dowels	No	4
11	355W x 460H x 168D Rodan waste bin wall mounted with stainless steel finish. Material to be 0.8mm thick with rounded edges including brackets, screws and dowels.	No	3
<u>SUNDRIES</u>			
<u>"Union" or equal and approved</u>			
12	"AL8730AS" door stop plugged	No	23
Carried Forward to Summary of Section No. 2			R
Section No. 2			
Bill No. 10			
Ironmangery			

Zonk Engineering Consulting

**Mount Ayliff Main Store
Alfred Nzo District Municipality**

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO.11</u>			
	<u>STRUCTURAL STEELWORK (PROVISIONAL)</u>			
	<u>PREAMBLES</u>			
	The contractor is referred to the Model Preambles for Trades (2008 edition) as issued the Association of South African Quantity Surveyors before pricing this bill			
	<u>EMERGENCY EXIT STAIRS</u>			
	<u>STEEL COLUMNS AND BEAMS</u>			
	<u>Welded beams in single lengths with flat section bearer and connection plates bolted to concrete columns</u>			
1	UC254 x 254 x 73 Square Hollow section columns (parallel flange)	t	16.56	
2	CFLC125 x 50 x 20 x 2 P3 Purlin	t	1.01	
3	UC254 x 254 x 73 A25 Beam Rafter	t	14.03	
	<u>SUNDRY STEELWORK</u>			
4	240 x 240 x 16mm thick Mild steel base plates welded to stanchions with 6mm fillet weld and bolted to concrete plinth with M16 bolts	No	18	
	<u>Bolts to columns, beams, etc</u>			
5	492mm M16 chemical expansion bolt	No	268	
6	855mm M24 chemical expansion holding down bolt with 130x14FLx130 Anchor Plate	No	72	

Structural Steel (Provisional)
Zonk Engineering Consulting

Carried Forward

Mount Ayliff Main Store
Alfred Nzo District Municipality
R

		Brought Forward			R
	<u>Grating etc cut to size and welded to steel staircases</u>				
7	1200mm x 300mm to staircases	No		16	
Carried Forward to Summary of Section No. 2					
Section No. 2					
Bill No. 11					
Structural Steel (Provisional)					
Zonk Engineering Consulting					

Item No		Quantity	Rate	Amount
<u>SECTION NO. 2</u>				
<u>BILL NO. 12</u>				
<u>METALWORK</u>				
<u>PREAMBLES</u>				
The contractor is referred to the Model Preambles for Trades (2008 edition) as issued the Association of South African Quantity Surveyors before pricing this bill				
<u>STEEL HANDRAILS, BALUSTRADES, ETC</u>				
<u>Steel handrails to architects specifications</u>				
1	1000mm high stainless steel balustrading consisting of 40-50mm Diameter stainless steel vertical posts at 1300mm centers and 6 horizontal bars of 40-50mm diameter at 100mm centers manufactured to comply with SABS standards	m	8	
<u>GALVANIZED MILD STEEL DOOR FRAMES</u>				
<u>1,2mm Double rebated frames suitable for half brick walls</u>				
2	Frame for door 813 x 2 032mm high	No	15	
<u>1,2mm Double rebated frames suitable for one brick walls</u>				
3	Frame for door 762 x 2 032mm high	No	4	
4	Frame for double door 2080 x 2 295mm high	No	2	
<u>"Bitcon Industries" fire doors with veneer</u>				
5	40mm Door size 813 x 2032mm high	No	4	
<u>ALUMINIUM WINDOWS, DOORS, ETC</u>				

Metal Work
Zonk Engineering Consulting

Section No. 2
Bill No. 12

Carried Forward

R

Brought Forward

	<u>Natural anodised aluminium windows with 6.38mm clear float glass and plugged to brickwork or concrete with powder coated finish: Dark grey</u>			R
6	Purpose made window SS52 800 x 500	No	17	
7	Winslot corner assembly 4570 x 1030 mm	No	1	
	<u>SUNDRY STEELWORK</u>			
	<u>Clear Vu mesh screens build into brick wall</u>			
8	5065 mm x 2085mm high wide mesh gate	No	1	
	<u>SUNSCREENS</u>			
	<u>Allow a PC Sum of R1800 per m2 for aluminium louvres fixed to brickwork and concrete columns to architectural specifications</u>			
9	Aluminium louvre sunscreens	m2	16	
				R

Carried Forward to Summary of Section No. 2

Section No. 2
Bill No. 12
Metal Work

Zonk Engineering Consulting

Bill No. 13
Plastering
Zonk Engineering Consulting

Mount Ayliff Main Store
Alfred Nzo District Municipality

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 14</u>			
	<u>TILING</u>			
	<u>PREAMBLES</u>			
	The contractor is referred to the Model Preambles for Trades (2008 edition) as issued the Association of South African Quantity Surveyors before pricing this bill			
	<u>WALL TILING</u>			
	<u>200 x 200mm Johnson Matesse WT4 white gloss glazed wall tiles with Tal tile adhesive with Tal tile grout and straight joints</u>			
1	On walls	m2	1	
	<u>FLOOR TILING</u>			
	<u>595 x 595mm porcelain floor tile (VA00R02AAL11RGV) fixed with adhesive with straight joints and flush pointed with Tal tile grout</u>			
2	On floors and landings	m2	141	
	<u>300 x 300 x 7mm First grade heavy duty ceramic tiles with 6mm joints laid at straight pattern with SABS approved tile adhesive in strict accordance with manufacturers specifications, all joints to be filled with approved grouting in strict accordance with manufacturers specifications and all colours to be approved by the Architect</u>			
3	On floors	m2	36	
	Carried Forward to Summary of Section No. 2			R
	Section No. 2			
	Bill No. 14			
	Tiling			

Zonk Engineering Consulting

**Mount Ayliff Main Store
Alfred Nzo District Municipality**

Item
No

SECTION NO. 2

BILL NO. 15

**PLUMBING AND DRAINAGE
(PROVISIONAL)**

PREAMBLES

The contractor is referred to the Model Preambles for Trades (2008 edition) as issued the Association of South African Quantity Surveyors before pricing this bill

RAINWATER DISPOSAL

0,6mm Galvinised steel gutters

1 150 x 100mm gutters

m

73

2 chromadeck gutters fixed onto 200x12mm fibre cement fascia board and downpipes

No

12

SANITARY FITTINGS

"Vaal" or similar approved

3 "Pearl Paraplegic 7300SC" white vitreous china floor mounted paraplegic washdown suite comprising washdown pan, heavy duty white plastic hinged seat with flap and chromium plated brass bolts, 9 litre white vitreous china flushing valve type side inlet cistern complete with chromium plated brass lever handle, regulation ball valve, unions for inlet and flush pipes, white porcelain enamelled drawn steel flush pipe with rubber joint and fixing pan to concrete floor, cistern to wall, jointing flush pipe to cistern and pan and bolting seat to pan

No

1

4 Code 772863 "Tuscany" close coupled 90 degrees outlet closed rim washdown pan (code 772800) and matching 7 Litre pushbutton top dual flush cistern complete with purpose-made wooden seat (code 8515Z0)

No

6

Quantity

Rate

Amount

Section No. 2
Bill No. 15
Plumbing and Drainage (Provisional)

Zonk Engineering Consulting

Carried Forward

R

Brought Forward

R

5	"Hibiscus" vitreous china rounded wash hand basin size 510 x 405mm with 3 semi punched tapholes, integrated overflow and chain stay hole through the centre	No	5
---	---	----	---

"Franke" stainless steel

6	1200 x 535mm single bowl stainless steel Franke Trendline 711 "Drop On" sink SEB with satin finish	No	1
---	--	----	---

WASTE UNIONS. ETC

"Cobra Watertech"

7	32mm "301CP" Basin waste union	No	6
---	--------------------------------	----	---

TRAPS. ETC

"Cobra Watertech"

8	32mm "345/50CP" bottle trap	No	6
---	-----------------------------	----	---

9	40 mm Butyl rubber deepseal combination "P" trap for bowl sink.	No	1
---	---	----	---

10	"FM1.210CP" Flushmaster toilet flush valve	No	6
----	--	----	---

TAPS. VALVES. ETC

"Cobra Watertech"

11	15mm "111-15CP" Star pillar tap	No	10
----	---------------------------------	----	----

12	15mm "166/041CP Carina" wall type sink mixer	No	1
----	--	----	---

13	22mm "131-22RB" Stopcock	No	12
----	--------------------------	----	----

SANITARY PLUMBING

uPVC pipes

14	50mm Pipes	m	28
----	------------	---	----

15	110mm Pipes	m	24
----	-------------	---	----

Section No. 2
Bill No. 15.
Plumbing and Drainage (Provisional)
Zonk Engineering Consulting

Carried Forward

R

Brought Forward

R

Extra over uPVC pipes for fittings

16	50mm Bend	No	12
17	50mm Junction	No	12
18	110mm Pan connector	No	8
19	110mm Access bend	No	8
20	110mm "GI Two-way" vent valve	No	8

WATER SUPPLY

Class 0 copper pipes

21	15 mm Pipes	m	67
22	22mm Pipes	m	46

Extra over class 0 copper pipes for capillary fittings

23	15mm Fittings	No	18
24	22mm Fittings	No	19

TESTING

25	Provide all necessary apparatus, water, etc for and test the whole of the Sanitary Plumbing and Water Supply installation to the satisfaction of the Project Manager, replace any defective work free of charge and leave perfect		
		Item	

CONNECTION TO EXISTING MANHOLES

26	Provide all necessary resources to excavate and expose existing sewer manhole and allow for all necessary resources and material for connecting into existing manhole. Allow for backfilling and reinstating manhole as before and commissioning of work.		
		Item	

FIRE APPLIANCES ETC

	Carried Forward		R
Section No. 2 Bill No. 15 Plumbing and Drainage (Provisional) Zonk Engineering Consulting			

		Brought Forward		R
27	"Chubb" 2 x 9kg fire extinguishers to mech eng. del.	No	14	
Carried Forward to Summary of Section No. 2				R
Section No. 2 Bill No. 15 Plumbing and Drainage (Provisional) Zonk Engineering Consulting				

Item No		Quantity	Rate	Amount
	<p><u>SECTION NO. 2</u></p> <p><u>BILL NO. 16</u></p> <p><u>GLAZING</u></p> <p><u>PREAMBLES</u></p> <p>The contractor is reverred to the Model Preambles for Trades (2008 edition) as issued the Association of South African Quantity Surveyors before pricing this bill</p> <p><u>TOPS. SHELVES. DOORS. MIRRORS. ETC</u></p> <p><u>"Franke CHRH401" 1mm 18/10 staiunless steel with reflection polished surface, holed for and fixed with chromium plated dome capped mirroe screws with rubber buffers to plugs in brickwork</u></p>			
1	Mirror 400 x 600mm high with four screws	No	5	
	<p>Carried Forward to Summary of Section No. 2</p> <p>Section No. 2 Bill No. 16 Glazing Zonk Engineering Consulting</p>			R

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 17</u>			
	<u>PAINTWORK</u>			
	<u>PREAMBLES</u>			
	The contractor is referred to the Model Preambles for Trades (2008 edition) as issued the Association of South African Quantity Surveyors before pricing this bill			
	<u>PAINTWORK ETC TO NEW WORK</u>			
	<u>ON FLOATED PLASTER</u>			
	<u>One coat alkali resistant primer, one undercoat and two coats "Dulux" water based pearlgrow or similar approved</u>			
1	On internal walls	m2	986	
	<u>One coat alkali resistant primer, one undercoat and two coats eggshell enamel paint</u>			
2	On external walls	m2	367	
	<u>ON PLASTERBOARD</u>			
	<u>One coat plaster primer and two coats "Plascon" water based pearlgrow or similar approved</u>			
3	On ceilings	m2	346	
	<u>ON METAL</u>			
	<u>One coat alkyd based universal undercoat and two coats superior quality universal enamel paint on steel</u>			
4	On door frames	m2	43	
5	On balustrades	m2	7	
	Section No. 2			
	Bill No. 17 Paintwork			

Zonk Engineering Consulting

Carried Forward

**Mount Ayliff Main Store
Alfred Nzo District Municipality
R**

Brought Forward		R
<u>ON WOOD</u>		
<u>Three coats polyurethane semi-gloss varnish</u>		
6	On skirtings, rails, etc not exceeding 300mm girth	m 359
<u>PAINT ON METAL</u>		
<u>Prepare, sand down and apply Plascon Rust Remover (PR1). Remove rust conerter with clean water and apply either Plascon Universal Unsercoat (UC1) or Professional Undercoat (PU800) to bare and repaired areas. Apply two coats Plascon Professional Gloss enamel (PSB 1000). Colour: White</u>		
7	On door frames	m2 43
8	On gates, grilles, burglar screens, balustrades, etc (both sides measured over the full flat area)	m2 23
Carried Forward to Summary of Section No. 2		R
Section No. 2		
Bill No. 17		
Paintwork		
Zonk Engineering Consulting		

SECTION SUMMARY - Building Works

Bill No		Page No	Amount
1	Alterations (Provisional)	22	
2	Earthworks	24	
3	Concrete, Formwork and Reinforcement	26	
4	Precast Concrete	27	
5	Masonry	28	
6	Waterproofing	29	
7	Roof Covering	30	
8	Carpentry and Joinery	34	
9	Ceilings and Partitioning	35	
10	Ironmangery	37	
11	Structural Steel (Provisional)	39	
12	Metal Work	41	
13	Plastering	42	
14	Tiling	43	
15	Plumbing and Drainage (Provisional)	47	
16	Glazing	48	
17	Paintwork	50	

Section No. 2

Carried to Final Summary

Zonk Engineering Consulting

R

Item No		Quantity	Rate	Amount
	<u>SECTION 3</u>			
	<u>BILL NO. 1</u>			
	<u>GENERAL SITEWORKS (PROVISIONAL)</u>			
	<u>SITE CLEARANCE ETC</u>			
	<u>Site clearance</u>			
1	Stripping average 150mm thick layer of top soil and stockpiling on site	m2	11,750	
	<u>REMOVAL OF EXISTING WORK</u>			
	<u>Break down and removing existing structures etc</u>			
2	Demolish existing guardhouse size 3000 length x 3000mm width x 2600mm high with corrugated roof covering and steel walls including lifting up all foundation	No	1	
3	Demolish structures note exceeding 100m2 high with corrugated roof covering and steel roof and brick wall on one side including lifting up all foundation	No	13	
	Carried Forward to Summary of Section No. 3			R
	Section No. 3			
	Bill No. 1			
	General Site works (Provisional)			
	Zonk Engineering Consulting			

Item No		Quantity	Rate	Amount
<u>SECTION 3</u>				
<u>BILL NO. 2</u>				
<u>DRIVE WAYS (PROVISIONAL)</u>				
NOTE : Tenderers are advised to study the "Specification of Materials and Methods to be used" (OOG-001E) before pricing this bill				
NOTE : All excavations are measured as being in "earth" and/or filling compacted to 98% modified AASHTO density -----				
<u>EARTHWORKS</u>				
1	Open face excavations in earth to reduce levels	m3	63	
2	Extra over all excavations for carting away surplus material from excavations and/or stockpile on site to a dumping site to be located by the Contractor	m3	90	
3	Extra over open face excavations in earth for excavations in soft rock	m3	9	
4	Extra over open face excavations in earth for excavations in hard rock	m3	6	
5	Allow for keeping all excavations entirely free from water and mud		Item	
6	Imported G6 Sub-base layer of selected gravel material to comply with minimum CBR 15 and maximum PI 12, imported from commercial sources and compacted to 95% modified AASHTO density	m3	63	
7	Imported G5 base layer C4 material in accordance with SABS 1200 ME, stabilised to attain UCS 1,5 MPa after seven days and compacted to 97% Mod AASHTO density	m3	63	
Bill No. 2 Parking and Paving (Provisional)				
Section No. 3				

Zonk Engineering Consulting

Carried Forward

Mount Ayliff Main Store
Alfred Nzo District Municipality
R

Brought Forward			
8	Rip and compaction of ground surface under pavings, etc including scarifying for a depth of 150mm, breaking down over size material, adding suitable material where necessary and compact to 93% modified AASHTO density	m2	420
9	25mm thick layer clean, dry, riversand layer treated with an approved weed killer at the rate of 50 gram per square metre, spread and levelled to receive paving blocks (elsewhere)	m2	420
10	Tests to determine the degree of compaction, etc. of ground or filling	No	50
<u>PRECAST CONCRETE</u>			
<u>Light grey "Grinaker G-blocks" or similar approved interlocking precast concrete (35 MPa) paving blocks laid with butt joints on 50mm thick river sand bed with sand swept into joints including preparation of ground or filling</u>			
11	80mm paving blocks	m2	420
<u>KERBS, CHANNELS, ETC</u>			
12	Concrete barrier kerbing	m	230

R

R

Carried Forward to Summary of Section No. 3

Item No		Quantity	Rate	Amount
	<u>SECTION 3</u>			
	<u>BILL NO. 3</u>			
	<u>STORM WATER DRAINAGE (PROVISIONAL)</u>			
	<u>STANDARD PREAMBLES</u>			
	The contractor is referred to the Model Preambles for Trades (2008 edition) as issued the Association of South African Quantity Surveyors before pricing this bill			
	Descriptions of excavations shall be deemed to include for setting aside surplus excavated material in spoil heaps for use as filling or for depositing within 150m of the perimeter of the excavations and spreading and roughly levelling as directed, as well as for increase in bulk and multiple handling of excavated material caused by the Contractor's method of operation			
	Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site and for bulking			
	<hr/>			
	<u>SOIL DRAINAGE</u>			
	<u>Class 100D concrete pipes in Class C bedding:</u>			
1	600mm diameter pipes laid in and including excavation, risk of collapse, working space, hoisting in position, backfilling with selected excavated material, cart away surplus material and shoring to pipe trenches exceeding 1m and not exceeding 2m deep.	m	85	
	<u>Inspection chambers, Grid Inlets and Manholes</u>			
2	Grid inlet 910 x 910 and not exceeding 750mm deep internally to civil engineer's details	No	7	
	<hr/>			
	Carried Forward to Summary of Section No. 3			
	Section No. 3 Bill No. 3 Stormwater (Provsional) Zonk Engineering Consulting			R

Item No		Quantity	Rate	Amount
	<u>SECTION No. 3</u>			
	<u>BILL NO. 4</u>			
	<u>SEWERS (PROVISIONAL)</u>			
	<u>STANDARD PREAMBLES</u>			
	The contractor is referred to the Model Preambles for Trades (2008 edition) as issued the Association of South African Quantity Surveyors before pricing this bill			
	<u>SOIL DRAINAGE</u>			
	<u>Heavy duty uPVC pipes</u>			
1	110mm dia pipes laid in and including trenches not exceeding 1m deep, bedding, backfilling, compaction and disposal of excavated material	m	105	
	<u>Extra over heavy duty uPVC pipes for fittings</u>			
2	110mm dia Bends	No	7	
	<u>Inspection chambers</u>			
3	Inspection chamber 910 x 910 and not exceeding 750mm deep internally (Cover elsewhere)	No	7	
	<u>Covers, etc</u>			
4	600x600mmx82kg Type 9B cast iron single seal manhole cover	No	7	
5	Lifting key for manhole cover	No	2	
	<u>Sundries</u>			
6	Testing drainage pipe system	Item		
	<u>BULK SERVICES UPGRADE</u>			
7	Allow to upgrade existing services and connections	Item		

Carried Forward to Summary of Section No. 3

Section No. 3
Bill No. 4
Sewer drainage (Provisional)
Zonk Engineering Consulting

Bill No	<u>SECTION SUMMARY - External Works</u>	Page No	Amount
1	General Site works (Provisional)	52	
2	Parking and Paving (Provisional)	54	
3	Stormwater (Provisional)	55	
4	Sewer drainage (Provisional)	56	
	Carried to Final Summary		
	Section No. 3		
	Zonk Engineering Consulting		
			R

Item
No

Quantity . Rate Amount

SECTION NO. 4

PROVISIONAL SUMS

BILL NO. 1

MECHANICAL INSTALLATION

1 Allow a provisional amount of R330 000.00 (Three Hundred and Thirty Thousand Rand) for Mechanical Installation

Item 330,000.00

2 Add profit on the above item

Item 33,000.00

3 Add attendance

Item 16,500.00

ELECTRICAL INSTALLATION

4 Allow a provisional amount of R726 000.00 (Seven Hundred and Twenty Six Thousand Rand Only) for Electrical Installation

Item 726,000.00

5 Add profit on the above item

Item 72,600.00

6 Add attendance

Item 36,300.00

KITCHEN CUPBOARDS

7 Allow a provisional amount of R50 000.00 (Fifty Thousand Rand Only) for Installation of build in kitchen cupboards

Item 50,000.00

8 Add profit on the above item

Item 5,000.00

9 Add attendance

Item 2,500.00

Mount Ayliff Main Store
Alfred Nzo District Municipality

	Carried to Final Summary	R	1,271,900.00
Section No. 4 Bill No. 1 Provisional Sums			
Zonk Engineering Consulting			

**Mount Ayliff Main Store
Alfred Nzo District Municipality**

Section No	<u>FINAL SUMMARY</u>	Page No	Amount
1	Preliminaries and General	21	
2	Building Works	51	
3	External Works	57	
4	Provision for CLO		100 000.00
	Sub-total (A)		R 1 371 900.00
	<u>CONTIGENCIES</u>		
	Provide a Contingency Allowance of 10% to the above amount to be retracted or used at the sole discretion of the client and the principal agent	Item	728 606.11
	Sub-Total (B)		R
	ADD: Value added Tax at 15%		R

Zonk Engineering Consulting

Carried to Form of Tender

**Mount Ayliff Main Store
Alfred Nzo District Municipality
R**

PRICES MUST BE FIXED FOR THE DURATION OF THE CONTRACT, NO OTHER FEES WILL BE ENTERTAINED OTHER THAN THOSE THAT ARE DECLARED ABOVE.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

GENERAL CONDITIONS OF TENDER

1. General Conditions of Contract

This Bid is subject to the General Conditions of Contract (GCC) 2010 and, if applicable, any other Special Conditions of Contract.

2. Submission of Tenders

Bids must be emailed to tenders@andm.gov.za referenced with Bid Number failure to do so will lead to disqualification.

NB: No Dropbox or Links will be accepted

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

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

Please note:

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

3. Quality Assurance

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

4. Validity Period

Bids shall remain valid for ninety (120) days after the tender closure date.

5. Renewal of Contract

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

6. Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

7. Addendum

What Is an Addendum?

An addendum is an attachment to a contract that modifies the terms and conditions of the original contract. Addendums are used to efficiently update the terms or conditions of many types of contracts.

The function of an addendum is to modify, clarify, or nullify a portion of the original document, which could be as simple as extending the dates for which the contract is valid

How an Addendum Works

An addendum may include any written item added to an existing piece of writing. The addition often applies to supplemental documentation that changes the initial agreement that forms the original contract.

In that context, the addition may also serve a purely informational purpose, such as a supplement to a book or documents that demonstrate a provision of the contract. In these cases, the information may also contain drawings or diagrams that clarify the details of an agreement.

As with other portions of the contract, addendums often require signatures for all parties involved in the negotiation. This process provides the acknowledgment that the parties have reviewed and accepted the new or additional information. The addendum becomes a binding part of the contract. The signing may require a witness to ensure validity.

Addendums vs. Amendments

When an addendum alters a previously signed arrangement, it is known as an amendment. While both addendums and amendments provide for changes to already created documents, addendums are added to works in progress or contracts that are in the development phase and have not yet been executed. In contrast, amendments are used for documents that were previously considered complete, fully agreed upon by all parties, and executed in their original form.

Amendments are frequent in construction contracts. Their function is to make contract changes without having to rewrite an entire contract. As an example, a company may contract to construct a new building, but as they begin to dig the footers, they find the underlying soil to be substandard and in need of reinforcement. An addendum is useful to add the requirement to reinforce the soil without the need to recreate a new contract.

8. Disbursements, Travel And Subsistence

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

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

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

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

9. Certified Copies

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

10. Bids Exceeding R10 Million

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

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

11. Acceptance or Rejection of a Tender

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

12. Completion of Tender Documents

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

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

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

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

13. Site / Information Meetings

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend

the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

14. Contact with Municipality after Tender Closure Date

Bidders shall not contact the Alfred Nzo District Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Alfred Nzo District Municipality, it should do so in writing to the Alfred Nzo District Municipality. Any effort by the firm to influence the Alfred Nzo District Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

15. Opening, Recording and Publications of Tenders Received

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

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

16. Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2011 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

17. Wrong Information Furnished

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

18. Cost of Materials

The Municipality shall bear the cost of all materials required and supplied by the successful bidder unless it has already been included as part of the price tendered. In this instance, a minimum of 3 quotations for these materials must be produced when submitting a claim. A maximum mark up of 10% is allowed on materials supplied.

19. Value-Added Tax

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

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

20. Poor Performance

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

21. Central Supplier Database

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

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

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

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

GENERAL CONDITIONS OF CONTRACT 2010

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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

- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance Security

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

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

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

- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare Parts

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

15. Warranty

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

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation Orders

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

19. Assignment

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

20. Delays in the supplier's performance

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

21. Penalties

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

22. Termination for default

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

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

- 22.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

23. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or

any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

24. Force Majeure

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

25. Termination for Insolvency

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

26. Settlement of Disputes

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

27. Limitation of liability

- 27.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - 27.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

27.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

28. Governing Language

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

29. Applicable Law

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

30. Notices

30.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

30.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

31. Taxes and duties

31.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

31.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

31.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

31.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

32. Transfer of contracts

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

33. Amendment of contracts

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

34. Prohibition of restrictive practices.

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

TERMS OF REFERENCE

CONSTRUCTION OF MOUNT AYLIFF MAIN STORE

2023/2024 FINANCIAL YEAR

Issued and Prepared by:

Alfred Nzo District Municipality

ERF 1400 Ntsizwa Street

P/Bag x 511

Mount Ayliff

5735

Acting Chief Finance Officer: Ms SO.Khuzo

Contact Person: Mr A.Nqakwana

Tel: 039 254 5000

Fax: 039 254 0343

TABLE OF CONTENTS

<u>1. BACKGROUND AND OVERVIEW OF THE PROJECT</u>	<u>70</u>
<u>1.1 INTRODUCTION.....</u>	<u>70</u>
<u>1.2 OVERALL AND SPECIFIC OBJECTIVES OF THE PROJECT</u>	<u>70</u>
<u>1.2.1 OVERALL OBJECTIVE</u>	<u>70</u>
<u>1.2.2 SPECIFIC OBJECTIVES</u>	<u>70</u>

<u>2. SCOPE & EXTENT OF WORK</u>	70
<u>3. PROJECT TIME FRAME</u>	71
<u>4. KEY OUTPUTS/PROJECT MILESTONES/DELIVERABLES</u>	72
<u>5. PROJECT MANAGEMENT</u>	Error! Bookmark not defined.
<u>6. REPORTING MECHANISM</u>	Error! Bookmark not defined.
<u>7. COMPALSORY BRIEFING</u>	Error! Bookmark not defined.
<u>8. SUBMISSION OF BIDS</u>	72
<u>9. CAPACITY TO EXECUTE THE WORK</u>	72
<u>10. BILL OF QUANTITIES</u>	Error! Bookmark not defined.

1. BACKGROUND AND OVERVIEW OF THE PROJECT

1.1 INTRODUCTION

The Budget and Treasury Office as a support department to IDMS based on the services that they provide to the community of the Alfred Nzo District Municipality requires to safe guard its maintenance materials for the repairs and maintenance of our pipelines to undertake the mandate of providing clean, drinkable water and sanitation services to the community.

This construction of stores arises from the fact that the water services provisioning section requested different types of materials to be able to undertake its mandate in providing services e.g. clean and drinkable water. The construction of the stores will keep the materials safe and manageable at all times, prevention from loss and theft. The construction of Mount Ayliff Main stores will ensure efficient and prompt response to preventative and emergency, improved working conditions for the staff.

1.2 OVERALL AND SPECIFIC OBJECTIVES OF THE PROJECT

1.2.1 Overall objective

The construction of Mount Ayliff Main municipal stores will ensure the safekeeping and guarding of Bulk water maintenance material also supplying all other satellite stores with adequate materials. This is imperative in cubing the breakages and leakages of our pipeline and to ensure that all water infrastructure remains functional at all times.

1.2.2 Specific Objectives

The specific objectives of the project require the undertaking of the following:

- To construct a high performance building that complies with building designs.
- A secure building with fire protection, occupant safety and natural hazards mitigation.
- Optimize site potential, optimize energy use, and enhance indoor environmental quality.

2. SCOPE & EXTENT OF WORK

Bids are invited from suitably qualified professional service providers to prepare and submit proposals to undertake the construction of Mount Ayliff Main stores at Alfred Nzo District Municipality's ERF 1493. The scope of work is as follows: construction of Mount Ayliff Main stores as per drawings,

- Construction site establishment
- Compliance of EMP requirements
- Compliance of OHS requirements
- Provision of temporary work force
- Bulk earthworks: cut and fill including platforms
- Construction of New store with the following:
 - Reception/foyer
 - 3 offices
 - Boardroom
 - Ablution facilities for male and females
 - Kitchen
 - Warehouse fitted with counter, galvanized shelves and fire extinguishers
 - 5 parking bays with carports (Steel and corrugated iron shelter)
 - Fencing of the stores area within ERF1493
 - Galvanized shed for pipes
- Electrical and mechanical works- building services installation
- Construction of concrete paving the whole yard
- Water reticulation including internal plumbing installations
- Sewer reticulation
- Reconstruction of the existing building (remove cladding from the sides and use blocks)

NB: A compulsory briefing session will be held to clarify the Scope of Work with prospective bidders on the _____ 2024

3. PROJECT TIME FRAME

The project period will be ten (10) months from the date of appointment of the service provider.

4. KEY OUTPUTS/PROJECT MILESTONES/DELIVERABLES

- New stores warehouse building per approved drawings with the office, kitchen and ablution facilities and as per scope of work per this document.
- Monthly progress reports submitted and presented at Project Steering Committee meetings
- Close out report with appropriate recommendations and an indication of jobs created in the project.

5. PROJECT MANAGEMENT

The appointed service provider will take responsibility of the work. The project is to be coordinated and managed by an operational team led by Alfred Nzo District Municipality.

A Project Steering Committee (PSC) made of ANDM officials and other key stakeholders will oversee project implementation and facilitate inter – governmental coordination. The ongoing plans and progress reports from the service provider will have to be submitted to the Project Operational Team.

6. REPORTING MECHANISM

It is expected that progress meetings will be held on site with the successful service provider and progress reports will be submitted to ANDM and further presented to the PSC on a monthly basis. The Project Manager has the right to change the frequency of reporting as and when necessary.

7. SUBMISSION OF BIDS

- Bids must be emailed to tenders@andm.gov.za : referenced with the bid number. Failure to do so will lead to disqualification.

NB- No dropbox or links will be accepted

8. EVALUATION CRITERIA

The bids will be evaluated in two stages, namely:

- Stage 1- Capacity to Execute Work
- Stage 2- Price and Specific Goals

Only Bidders who score 70% or more on stage 1 would be evaluated further and therefore eligible for the award

ITEM	Scoring
STAGE 1 OF EVALUATION – CAPACITY TO EXECUTE THE WORK	100
• Previous Experience	50
• Capacity and Expertise	50
Total Scoring	100

- Stage 2 – Price and Preference

Bids will be evaluated according to the 80/20 Point System in compliance with Preferential Procurement Policy Act (5/2000) and Preferential Procurement Regulations 2022.

Preferential Procurement Goals	Proof to be Attached to Claim full Points	Points
Price	N/A	80
Specific Goal		20
Bidders will score Specific Goals as follows		
Empowerment of Women	Attach ID Certified Copies of Directors Claiming Specific Goals; for Bidders to obtain full points the percentage of equity held must be 51% or more	5
Youth	Attach ID Certified Copies of Directors Claiming Specific Goals; for Bidders to obtain full points the percentage of equity held must be 51% or more	3
Rural	Attach Proof of Residence of the Business or Lease Agreement	5
Disabled	Attach a Signed Letter from Health Practitioner	3
Black Owned Companies	Attach CK and ID Certified Copies of Directors Claiming Specific Goals; for Bidders to obtain full points the percentage of equity held must be 51% or more	5
Total Scoring		100

Previous Company Experience	
Note: The scoring in this section is not cumulative	
Traceable record for successful completion of a minimum of 04 or more general building projects to the value of R 1 million each or more	50
Traceable record for successful completion of a minimum of 03 or more general building projects to the value of R 1 million each or more	40
Traceable record for successful completion of a minimum of 02 or more general building projects to the value of R 1 million each or more	30
Traceable record for successful completion of a minimum of 01 or more general building projects to the value of R 1 million	20
Total Scoring	50
Note COMPULSORY attachments for verifying work done:	
<p>1. The ANDM Assessment Bidder Form must be completed, stamped, and signed by the previous employer as a means of verifying references for each project undertaken. If 4 Projects were done, 4 Assessment bidder forms must be completed.</p> <p>2. In ADDITION to the above, a traceable record will be evaluated on the basis of:</p> <p>- An Appointment Letter or Official Purchase Order and Completion certificate for each project.</p>	

Capacity and Expertise to Undertake the Project	50
Note: The scoring in this section is preferably cumulative, unless justifiable to the Specification Committee	
Site Agent: Previous experience as a Site Agent (minimum of 3 years) with minimum qualification of NQF Level 6 in Civil Engineering (Attached CV detailing experience as Site Agent.	20
Site Foreman: Previous experience (3 years minimum) as Site Foreman with minimum qualification of NQF level 4. Attached CV detailing experience as Site Foreman.	15
Health and Safety officer One or more personnel must have a minimum of three (3) months certificate in health and safety.	5
NB: Attach CV and certified copies not older than 3 months for all qualifications	
Resources to execute the work	
Note: The scoring in this section is not cumulative	

Plant and Equipment This includes organization's plant and equipment (including but not limited to Excavator, Tipper Truck, Compactor, Front end loader) Attach proof of ownership or lease agreement.	10
Total Scoring [20+15+5+10]	50

NB. All bidders must be registered to CIDB with a minimum of 4GBPE/ 5GB or higher
 For any queries regarding this tender, please contact Mr A.Nqakwana and Mr B.Mzana for technical related queries; on (039) 254 5000 or;
 Mr BCW.Makiwane for SCM related queries at telephone number 039-254-5059 during office hours.

Alfred Nzo district Municipality
Erf 1400 Ntsizwa Street
Mount Ayliff
4735

Yours in municipal administration,

MS SO.KHUZO
ACTING CHIEF FINANCIAL OFFICER

DATE _____

Approved/Not Approved

MRS UP.MAHLASELA
ACTING MUNICIPAL MANAGER

DATE _____

Comments
