



the gpaa

Department:  
Government Pensions Administration Agency  
REPUBLIC OF SOUTH AFRICA

# **Government Pensions Administrations Agency (GPAA)**

:

## **Request for proposals for GPAA Four (4) Blocks Renovations**



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### **1. Guide to responses**

Fully Completed Tender Documents with following technical responses:

- A. Company Profile
- B. Temporary Access control plan during construction.
- C. Project Management (Supported with a proposed project plan).
- D. Relevant Skills and Experience in construction industry.
- E. Proven experience on similar turnkey projects with list of contactable clients.
- F. Pricing
- G. Completed SBD Forms
- H. B-BBEE Certificate

## 2. Terms of Reference / Bill of Quantities

GPAA Renovations Per Block					
Item no	Description	Unit	Qty per Block	Rate	Amount
	<b>PRELIMINARIES</b>				
	The agreement is to be the JBCC Series 2000 Principal Building Agreement prepared by the Joint Building Contract Committee July 2007 edition 5.0 code 2101				
	<b>PREAMBLES FOR TRADES</b> The Model Preambles for Trades (2008 Edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these Bills of Quantities				
	<b>GENERAL PRELIMINARIES</b> To be excluded from the pricing.				
	The following is supplied by the Employer : Temporary services (water, electricity & sanitation), Contractors All Risk Insurance.  To be included in the pricing : In this section the contractor is to price all project overheads including any responsibility directly or implied by the contract document, and including but not limited to the following: Site supervision, setting out, cleaning, jobbing, rubble removal, telephone and fax costs, transport costs, security, temporary stores, health & safety measures (including PPE, safety signage, safety files etc. as per the construction regulations), workmen's compensation registration and upkeep, Public Liability Insurance of R 10m, printing of plans.				
	REFER TO ANNEXURE B FOR SPECIFIC PRELIMINARIES				
1	Fixed Preliminaries Item	Item		R	R
2	Time Related Preliminaries Item	Item		R	R
3	Value Related Preliminaries Item	Item		R	R

<b>GPAA Renovations Per Block</b>					
Item no	Description	Unit	Qty	Rate	Amount
BILL 1	<b>BILL NO. 1</b>				
<b>ALTERATIONS PREAMBLES</b> For preambles see "Model Preambles to Trades"					
<b>SUPPLEMENTARY PREAMBLES</b> Site Viewing: Before submitting his tender, the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished.  No claim for any variations of the contract sum in respect to the nature and extent of the work or of any inferior or damaged materials will be entertained					
<b>General</b>					
<p>The contractor shall carry out the whole of the works with as little mess and noise as possible and with minimal disturbance to adjoining premises and their tenants.</p> <p>He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent.</p> <p>Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually cut off or grubbed up and removed, and any new connections that may be necessary shall be connected with proper fittings, to the satisfaction of the principal agent</p> <p>Doors, fanlights, fittings, frames, linings, etc. which are to be re-used shall be thoroughly overhauled before re-fixing, including taking off, easing and re-hanging, cramping up, re-wedging as required and making good cramps, dowels, etc. This also refers to easing, oiling, adjusting and repairing ironmongery as necessary, as well as replacing any glass damaged during the removal process or subsequently. It further includes closing up all nail and screw holes with tinted plastic wood to match the timber used, unless otherwise described.</p> <p>Any re-painting or re-varnishing to be done should be done separately and should include the removal of all beads, architraves, ironmongery, etc</p> <p>Pricing for items described as to be removed is to be included for taking items off-site and dumping at the dumpsite located by the contractor.</p> <p>Prices for taking out and removing doors and frames shall include the removal of door stops, cabin hooks, etc. as well as making good floor and wall finishes to match the existing ones</p> <p>Any openings done on existing walls, cement screeds, paving, granolithic, tops of walls, etc. shall be levelled and prepared for raising of brickwork</p> <p>Making good finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary.</p> <p>The contractor will be required to take all dimensions affecting the existing buildings on</p>					

	the site into account and he will be held solely responsible for the accuracy of all such dimensions used in the manufacture of new items (doors, windows, fittings, etc)				
	Credit for materials being removed are to be factored into the pricing				
<b>Item no</b>	<b>Demolitions and Alterations:</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
	<b>Hacking up/off and cart away</b>				
1	Tiles & plaster from walls to be re-plastered	m <sup>2</sup>		R	R
2	Cement plaster from walls	m <sup>2</sup>		R	R
3	Tiles & screed from floors and prepare for new screed	m <sup>2</sup>			
	<b>Break down and remove</b>				
	<b>Take up and remove</b>				
4	Glued down carpets and prepare floor to receive new carpets	m <sup>2</sup>		R	R
	<b>Break into existing wall including carting away rubble</b>				
5	Remove existing 850 x 2100mm high steel door frame from 115mm wall and brick up and leave opening for 600 x 2000mm high glazed aluminium panel. (repairs to plaster finish measured elsewhere)	No		R	R
6	Remove existing 850 x 2100mm high steel door frame from 115mm wall and brick up opening (repairs to plaster finish measured elsewhere)	No		R	R
	<b>Break down and remove</b>				
7	230mm Brick wall with plaster on both sides, including door frames (doors elsewhere)	m <sup>2</sup>		R	R
8	WC Pan, cistern and flush pipe	No		R	R
9	Urinal including flushing mechanism and trap etc	No		R	R
10	WHB on pedestal including taps, waste unions, trap, connectors, angle valves etc	No		R	R
11	Kitchen cabinets, sink and taps / mixer complete	item		R	R
	<b>Take out and remove</b>				
12	Average 2900mm high drywall including glazing panels and door frames	m		R	R
	<b>Taking down and set aside for re-use</b>				
13	Single timber door with hardware from steel or aluminium frame including removing hardware from door and handing to client	No		R	R
14	Soap dispenser	No		R	R
15	Toilet roll holder	No		R	R
16	Air freshener	No		R	R

17	Wall hung mirror approximately 400 x 600mm	No		R	R
	<b>Sundries</b>				
18	Fill in 20 x 90mm cavity in parquet flooring where drywall removed, to receive carpet	m		R	R
19	Repair plaster where 230mm wall removed	m		R	R
	<b>Carried forward to summary</b>				<b>R</b>



**GPAA Renovations Per Block**

Item no	Description	Unit	Qty	Rate	Amount
BILL 2	<b>BILL NO. 2</b>				
	<b>CARPENTRY AND JOINERY PREAMBLES</b> For preambles see "Model Preambles to Trades"				
	<b>KITCHEN CABINETS</b> <b>Cabinets &amp; Worktops to approved Specification and shop drawings</b>				
1	L shaped floor cabinet with one leg 4050mm long and the other leg 2167mm long overall, x 600mm wide x 900mm high of white melamine inside shelving and finishes, melawood mahogany doors with PVC edges, supawood kick plate (for tile skirting by others) aluminium handles, heavy duty drawer sliders and 32mm Rustenburg black granite top with bull nosed edge and with hole cut for and including Franke Trendline 721 DEB sink and with hole cut for mixer (supplied and fitted by others), all per tender drawing	Item		R	R
2	Broom cabinet 450mm wide x 600mm deep x 2100mm high of white melamine inside shelving and finishes, melawood mahogany doors with PVC edges, supawood kick plate (for tile skirting by others) aluminium handles, all per tender drawing number 9001	Item		R	R
3	Wall cabinet 4050mm long x 400mm deep x 900mm high of white melamine inside shelving and finishes, melawood mahogany doors with PVC edges, aluminium handles, all per tender drawing	Item		R	R
	<b>Vanity cupboards to approved specification and shop drawings</b>				
4	1866mm Wide x 500mm deep x 750mm high granite vanity wall hung unit with top twice cut out for sit-on basin (elsewhere measured) at prime cost of R 7,000 excluding VAT, delivered and installed including silicone sealant all around	No		R	R
5	2000mm Wide x 500mm deep granite vanity wall hung unit with top four times cut out for sit-on basin (elsewhere measured) at prime cost of R 8 000 excluding VAT, delivered and installed	No		R	R

	including silicone sealant all around				
	<b>SKIRTINGS - Solid Meranti</b>	No		R	R
6	19 x 76mm Skirtings including mitred corners	m		R	R
	<b>DADO RAILS - Solid Meranti</b>				
7	90mm Profiled dado rail fixed with non-visible mechanical fixing to walls, including mitred corners	m		R	R
8	90mm Profiled dado rail fixed with non-visible mechanical fixing to drywalls, including mitred corners	m		R	R
	<b>Carried forward to summary</b>				R

<b>GPAA Renovations Per Block</b>					
<b>Item no</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
BILL 3	<b>BILL NO. 3</b>				
	<b>CEILINGS, PARTITIONS AND ACCESS FLOORING</b>				
	<b>PREAMBLES</b> For preambles see "Model Preambles to Trades"				
	<b>SUPPLEMENTARY PREAMBLES</b> <b>Bulkheads</b> Bulkheads are defined as those portions of ceilings which are taken down from the general ceiling level in a particular room or area and which generally occur along the perimeter. Their purpose is to either conceal services or to create architectural features.  Bulkheads have only been described as such where they conform to the above definition and where the horizontal or vertical dimensions do not exceed 1200mm. Where these dimensions are more than 1200mm, such portions of ceilings have been included in the appropriate general items of ceilings.  Rates are to include sub grids if it is deemed to be necessary, and no claims in this regard will be entertained.				
	<b>SUSPENDED CEILINGS &amp; BULKHEADS</b> Hangers, suspension grids, "lay-in" panels, etc. are to be in accordance with the manufacturers' recommendations  Electrical light fittings, diffusers, panels, etc. generally are "lay in" units of the same dimensions as the suspension grid described and allowance must be made accordingly for their support, inclusive of any flexibility in setting out that may be required (ceiling panels have not been deducted and pricing should take cognizance of that).				
	<b>9.5mm Taper edge "Rhino" gypsum plasterboard with taped and skimmed joints and the whole finished with 3mm to 6mm "Rhinolite" gypsum skim plaster trowelled to a smooth polished surface, on dry-wall studs/screw up tees at 600mm centres in one direction, including tees, hangers, beams, etc</b>				
1	Bulkhead L-shaped in section, 200mm high x 400mm wide fixed to underside of concrete not exceeding 1,0m above, including SM25 cornice to accommodate suspended ceiling m 137	M		R	R
2	Bathroom bulkhead 1800mm long L-shaped in section, with 1 x 300mm high exposed front and 600mm wide exposed underside fitted to underside of	item		R	R

	suspended ceiling grid and including holes for round down lighters all per the tender drawing				
	<b>White vinyl clad 1200 x 600 x 9mm gypsum board with foil back on "Donn T38" pre-painted exposed tee suspension system including main and cross tees, necessary hangers, grids, etc.</b>				
3	Ceilings suspended not exceeding 1,0m below concrete soffits (Provisional)	m <sup>2</sup>		R	R
	<b>"Donn"-cornices for suspended ceilings</b>				
4	"SM 25" Pre-painted cornices plugged m 323	m		R	R
<b>PARTITIONS ETC.</b>					
<p>"Rhino-Drywall" partitioning shall comprise steel studding formed of 63mm top and bottom tracks with vertical studs at maximum 600mm centres, friction fitted or pop riveted to the top and bottom tracks with similar additional vertical studs as necessary at abutments, ends, etc. and covered as described with wallboard screwed to studding with 25mm drywall screws at maximum 220mm centres. Boards are to be butt jointed and finished with "Rhino" tape and "Ready mix D" jointing compound all in accordance with the manufacturer's instructions.</p> <p>Intersections and abutments are measured separately and descriptions shall be deemed to include any additional studs, corner beads, jointing compound, tape, etc.</p> <p>Note: Paint finishes are measured elsewhere</p>					
<b>"Rhino Drywall" Steel stud partitioning with 12,5mm taper edge "Rhino board" on both sides and with joints butt jointed and finished with "Rhino tape" and suitable jointing compound</b>					
5	Partitioning 2600mm high with bottom track plugged and top track fixed to underside of ceiling	M		R	R
6	Extra over partition 2600mm high for corner	No		R	R
7	Extra over partition 2600mm high for T-intersection or column / wall abutment	No		R	R
8	Extra over partitioning for single semi-solid door with masonite veneer (re-use existing door elsewhere measured as set aside for re-use) size 813 x 2100mm high including new extruded aluminium caselite frame (Ironmongery Elsewhere)	No		R	R
9	Extra over partitioning for glazed panel size 600 x 2000mm high of glass thickness according to AAAMSA / SAGGA standards (glazing certificate will be required) in and including natural anodized or "natural" coloured powdercoated aluminium frame, and including vinyl strip per preceding specification	No		R	R

10	Extra over partitioning for glazed panel size 2176 x 2000mm high of glass thickness according to AAAMSA / SAGGA standards (glazing certificate will be required) in and including natural anodized or "natural" coloured powdercoated aluminium frame, and including vinyl strip per preceding specification (W2)	No		R	R
	<b>SUNDRIES</b>				
	<b>Aluminium Skirting</b>				
11	Standard aluminium skirting fitted to drywall with skirting screws at 500mm centres	M		R	R
	<b>Carried forward to summary</b>				R

<b>GPAA Renovations Per Block</b>					
<b>Item no</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
Bill 4	<b>BILL NO. 4</b>				
	<b>FLOOR COVERINGS, WALL LININGS, ETC</b>				
	<b>PREAMBLES</b> For preambles see "Model Preambles to Trades"				
	<b>SUPPLEMENTARY PREAMBLES</b> The contractor is to familiarise himself with the condition of the existing screed to receive carpet tiles and allow in his rates for the proper preparation of the screed to sound, smooth and even finish				
	<b>CARPETS</b> <b>500 x 500mm "Nexus Nexbac Berber Point 920" carpet tiles</b>				
1	On floors	m <sup>2</sup>		R	R
2	On floors in border 500mm wide	M		R	R
	<b>4nn "Nexus Serengeti" broadloom stretch carpets on "Blue" underlay per manufacturer specifications</b>				
3	On floors	m <sup>2</sup>		R	R
	<b>SUNDRIES</b> <b>Transition strips</b>				
4	Brass plated carpet to tile transition strip plugged to screed	M		R	R
	<b>Carried forward to summary</b>				R

<b>GPAA Renovations Per Block</b>					
<b>Item no</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
Bill 5	<b>BILL NO. 5</b>				
	<b>IRONMONGERY - PREAMBLES</b> For preambles see "Model Preambles to Trades" For Union Hardware the following representative may be contacted : (Asa Abloy - Annemarie Green 011 - 761 5000)				
	<b>IRONMONGERY FIXED TO WOOD LOCKS - "Union"</b>				
1	Service and re-fit lockset (mortice lock, handles etc) in existing door hung in new position	No		R	R
	<b>IRONMONGERY FIXED TO BRICKWORK OR CONCRETE - "Union"</b>				
2	"CZ8731SC" Door stop plugged <b>Kimberley Clark" or other approved</b>	No		R	R
3	CP Toilet roll holder at Prime Cost of R 300.00 delivered. plugged to brickwork	No		R	R
4	Re-fit existing soap dispenser	No		R	R
5	Re-fit existing paper towel holder	No		R	R
	<b>BLINDS</b> <b>25mm Venetian aluminium blinds</b>				
6	For window opening size 1800 x 1850mm high	No		R	R
7	For window opening size 1800 x 800mm high	No		R	R
8	For window opening size 1000 x 1850mm high	No		R	R
	<b>Carried forward to summary</b>				R

GPAA Renovations Per Block					
Item no	Description	Unit	Qty	Rate	Amount
Bill 6	<b>BILL NO. 6</b>				
	<b>METALWORK PREAMBLES</b> For preambles see "Model Preambles to Trades"				
	<b>ALUMINIUM WINDOWS, DOORS, ETC.</b> <b>NOTE:</b> The finish is to be powder coated to match existing dark grey colour. The glazing is to be in accordance with the AAAMSA standards. The units to be manufactured and installed by an AAAMSA member company and a glazing certificate will be required. Hardware to be as per the shop front schedule or alternative approved by the Architect in writing. Pricing is to include for sealant on either side between the aluminium frame and steel / concrete / plaster to which it is secured with a sealing compound to be approved by the architect in writing. Shopfronts and windows exposed to the weather will have to be sealed in a suitable UV and water resistant sealant.				
	<b>Wispeco Clip 38 or similar approved aluminium and glass doors in accordance with AAAMSA / SAGGA specifications. (certificates will be required)</b>				
1	Single natural anodized or "natural" coloured powdercoated aluminium & glass door and frame 1800 x 2600 mm high overall with approved cylinder lock and handle, fixed to existing brickwork or concrete	No		R	R
	<b>Carried forward to summary</b>				R



<b>GPAA Renovations Per Block</b>					
<b>Item no</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
Bill 7	<b>BILL NO. 7</b>				
	<b>PLASTERING - PREAMBLES</b> For preambles see "Model Preambles to Trades"				
	<b>SCREEDS</b> <b>1:3 Cement plaster screeds steel trowelled on concrete</b>				
1	30mm Thick on floors	m <sup>2</sup>		R	R
	<b>INTERNAL PLASTER</b> <b>Cement plaster steel or wood trowelled, on brickwork</b>				
2	On walls inclusive of flush columns and beams	m <sup>2</sup>		R	R
	<b>Carried forward to summary</b>				R

<b>GPAA Renovations Per Block</b>					
<b>Item no</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
Bill 8	<b>BILL NO. 8</b>				
	<b>TILING - PREAMBLES</b> For preambles see "Model Preambles to Trades"				
	<b>SUPPLEMENTARY PREAMBLES</b> The contractor is to familiarize himself with the condition of the existing screed to receive tiles and allow in his rates for the proper preparation of the screed to sound, smooth and even Finish				
	<b>WALL TILING</b>				
	<b>600 x 600 x 15mm Thick full body porcelain tiles at Prime Cost of R 200/m2 excluding VAT fixed with porcelain tile adhesive (Gold Star or similar approved) to screed (including preparation), flush pointed with tinted jointing compound.</b>				
1	On plastered walls	m <sup>2</sup>		R	R
2	On plastered walls in narrow widths	m <sup>2</sup>		R	R
	<b>Polished Aluminium trims, listello's etc</b>				
3	"Genesis EAM080 Bright Silver" Square trim	M		R	R
	<b>FLOOR TILING</b>				
	<b>600 x 600 x 15mm Thick full body porcelain tiles at Prime Cost of R 200/m2 excluding VAT fixed with porcelain tile adhesive (Gold Star or similar approved) to screed (including preparation), flush pointed with tinted jointing compound.</b>				
4	On floors and landings including cutting of tiles to form accent strips	m <sup>2</sup>		R	R
5	On skirtings 100mm high	M		R	R
6	On skirtings 100mm high fixed to supawood kick plate	M		R	R
					R
	<b>Carried forward to summary</b>				

<b>GPAA Renovations Per Block</b>					
<b>Item no</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
Bill 9	<b>BILL NO. 9</b>				
	<b>GLAZING - PREAMBLES</b> For preambles see "Model Preambles to Trades"				
	<b>TOPS, SHELVES, DOORS, MIRRORS, ETC.</b> 6mm Silvered float glass copper backed mirrors glued to and including 25mm supawood backing plugged to brickwork				
1	Mirror 2000 x 900 with 100mm bevelled edge in 100mm solid mahogany frame	No		R	R
	<b>Carried forward to summary</b>				R

GPAA Renovations Per Block					
Item no	Description	Unit	Qty	Rate	Amount
BILL 10	<b>BILL NO. 10</b> <b>PLUMBING AND DRAINAGE</b> <b>PREAMBLES</b> For preambles refer to "Model Preambles to Trades"				
	<b>SUPPLEMENTARY PREAMBLES</b> <b>Waste unions</b> Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings  <b>uPVC pipes and fittings:</b> Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings. Soil, waste and vent pipes and fittings shall be solvent weld jointed.  <b>uPVC pressure pipes and fittings:</b> Pipes for water supply shall be of the class stated. Pipes of 50mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings  Pipes of 63mm diameter and greater shall have sockets and spigots with push in type integral rubber ring joints.  Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints.				
	<b>Copper pipes:</b> Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-siphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground. Rates for piping shall be deemed to include for chasing in walls and bedding pipes firmly.  Copper pipes are to be installed in accordance with the latest revision of the Code of Practice for Copper Plumbing soldering techniques. Flux and solder etc. are to be strictly in accordance with the Manufacturer's requirements with special attention to copper flux composition.				
	<b>Reducing fittings</b> Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 63mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 63mm all sizes are given and no claim for extra bushes, reducers, etc. will be entertained.  <b>Fixing of pipes</b> Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls, casting or building in. Pipes chased into walls or suspended in ceiling voids are measured separately.  <b>Exposed concrete surfaces</b> Exposed surfaces of concrete storm water channels, cover slabs, inspection eye marker slabs, gulley tops, cleaning eye tops, catch pits, inspection chambers, etc shall				

GPAA Renovations Per Block					
Item no	Description	Unit	Qty	Rate	Amount
	be finished smooth with plaster				
	<p><b>Excavations</b> No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling "Soft rock" and "hard rock" shall be as defined in Earthworks"</p>				
	<p><b>Laying, backfilling, bedding, etc. of pipes</b> Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions</p> <p>Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SANS 1200 L : Medium-pressure pipelines SANS 1200 LD : Sewers SANS 1200 LE : Storm water drainage</p> <p>Pipe trenches etc. shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SANS 1200 DB : Earthworks (Pipe trenches)</p> <p>Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SANS 1200 LB: Bedding (Pipes).</p> <p>Unless otherwise described bedding of rigid pipes shall be class B bedding</p>				
	<p><b>Wire gratings</b> Descriptions of gutter outlets etc. shall be deemed to include wire balloon gratings</p>				
	<p><b>Flush pans</b> Flush pans shall have straight or side outlets and "P" or "S" traps as necessary</p>				
	<p><b>Stainless steel basins, sinks, wash troughs, urinals, etc.</b> Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable</p> <p><b>Sealing of edges</b> Outer edges of sinks, basins, baths, urinals, etc. are to be sealed against adjacent surfaces with approved non-fungal sustaining silicone.</p> <p><b>Waste unions</b> Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings</p> <p><b>Steel sectional water tanks</b> Tanks shall comply with SABS CKS 114</p>				
	<p><b>Rainwater disposal</b> Description of "suspended" deem to include patent metal hangers as "Plumbink" Pear-shaped hanger bracket or similar of galvanised threaded rod let into soffit of concrete slab and other end fastened to galvanised strap around rainwater pipe suspended not</p>				

GPAA Renovations Per Block					
Item no	Description	Unit	Qty	Rate	Amount
	exceeding 1m below soffit, including holes and bolting, not exceeding 1m apart.				
	<b>As-built drawings</b> Where required, the contractor shall prepare an updated set of as-built drawings. At completion of the contract the contractor shall hand these drawings to the principal agent for reproducing onto the originals for handing over to the employer (provision for allowance of as-built drawings elsewhere).				
	<b>General</b> Descriptions of cast iron roof outlets shall be deemed to include joints to pipes and casting into concrete (adaptors for joints to PVC pipes, etc are given separately). Descriptions of overflow pipes where measured in number, shall be deemed to include joints to cisterns and splay cut ends.				
	Descriptions of pipes laid in and including trenches and of inspection chambers, catchpits, etc shall be deemed to include excavation, bedding, backfilling, compaction to a minimum of 93% Mod AASHTO density and disposal of surplus material on site.  Description of service pipes and flexible connecting pipes shall be deemed to include connections to taps, cisterns, etc. and to steel pipes (adaptors for connection to copper pipes, etc shall be given separately)  Descriptions for WC pans, slop hoppers, etc. shall be deemed to include for joints to soil pipes (pan connectors are separately measured).				
	<b>SANITARY FITTINGS</b> <b>"Vaal" or similar</b>				
1	"Savoy 706700WH" top mounted basin fitted to top of vanity	No		R	R
2	"Parktown 431500" top inlet closed rim back-to-wall pan with "Jazz thermostet 8531Z0" toilet seat	No		R	R
3	"Lavatera 705426" wall hung urinal with top inlet complete with "7054Z1" top inlet fittings, domical grating and spreader No 2	No		R	R
	<b>WASTE UNIONS ETC.</b> <b>"Cobra Watertech"</b>				
4	32mm "301" Basin waste union	No		R	R
5	38mm "310" Bath or sink waste union	No		R	R
	<b>TRAPS ETC.</b> <b>"NIP Flexi trap"</b>				
6	38 x 50mm Deep seal Double "P" trap for sink	No		R	R
	<b>"Cobra Watertech"</b>				
7	32mm "345/50" CP bottle trap	No		R	R
8	38mm "365/50" CP bottle trap	No		R	R
	<b>TAPS, VALVES, ETC.</b> <b>"Cobra Watertech"</b>				
9	15mm "232/350" Angle regulating valve	No		R	R
10	15mm "Classic Ledimo LO-291/044" Basin mixer	No		R	R
11	15mm "SS-196" Sink mixer with over arm swivel outlet	No		R	R
12	"FJ2.000 CP Flushmaster" WC valve	No		R	R

<b>GPAA Renovations Per Block</b>					
<b>Item no</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
	with FMT1.2 straight flush pipe and C-FM8.20 compression pan connector				
13	"FJ6.000 CP Flushmaster Junior" Urinal valve with FJT 5.5 flushpipe No 2	No		R	R
	<b>WATER HEATERS</b>				
	<b>Zip</b>				
14	15 Litre Hydroboil installed	No		R	R
	<b>SANITARY PLUMBING</b>				
	<b>uPVC pipes</b>				
15	50mm Pipes	m		R	R
16	110mm Pipes	m		R	R
	<b>Extra over uPVC pipes for fittings</b>				
17	50mm Bend	No		R	R
18	50mm Junction	No		R	R
19	50mm Access bend	No		R	R
20	50mm Access double junction	No		R	R
21	110mm Bend	No		R	R
22	110mm Access bend	No		R	R
23	110mm Junction	No		R	R
24	110mm Access junction	No		R	R
25	110mm Pan connector	No		R	R
26	110mm "GI Two-way" vent valve	No		R	R
	<b>Sundries</b>				
27	50mm Hole through 230mm brick wall and make good finishes	No		R	R
28	110mm Hole through 230mm brick wall and make good finishes	No		R	R
29	Testing waste pipe system	Item		R	R
	<b>WATER SUPPLIES (DOMESTIC &amp; FIRE)</b>				
	<b>Class "O" copper pipes with capillary couplings</b>				
30	15mm Pipes in walls	m		R	R
31	22mm Pipes in ceiling voids	m		R	R
	<b>Extra over class 0 copper pipes for capillary fittings</b>				
32	15mm Fittings	No		R	R
33	22mm Fittings	No		R	R
	<b>Sundries</b>				
34	Testing water pipe system Item	Item		R	R
	<b>Carried forward to summary</b>				

<b>GPAA Renovations Per Block</b>					
<b>Item no</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
Bill 11	<b>BILL NO. 11</b>				
	<b>PAINT WORK</b> <b>PREAMBLES</b> For preambles see "Model Preambles to Trades"				
	<b>PAINT WORK ETC. TO NEW WORK</b> <b>ON FLOATED PLASTER</b> Prepare and prime per manufacturer's specification and apply two coats "Plascon Cashmere" in colours with a value of 7 or less on the Munsell system				
1	On previously painted internal walls	m <sup>2</sup>		R	R
	<b>One coat plaster primer, one coat universal undercoat and two coats acrylic PVA</b>				
2	On previously painted sides and soffits of slabs and beams	m <sup>2</sup>		R	R
	<b>ON PLASTER BOARD</b> Prepare and prime per manufacturer's specification and apply two coats "Plascon Cashmere" in colours with a value of 7 or less on the Munsell system				
3	On drywall partitions	m <sup>2</sup>		R	R
	<b>One coat plaster primer, one coat universal undercoat and two coats acrylic PVA</b>				
4	On ceilings and bulkheads	m <sup>2</sup>		R	R
	<b>ON WOOD / HARDBOARD</b> Prepare and prime per manufacturer's specification and apply two coats non-drip enamel paint in colours with a value of 7 or less on the Munsell system				
5	On previously painted doors	m <sup>2</sup>		R	R
	<b>One coat wood stain and two coats varnish</b>				
6	On previously varnished doors	m <sup>2</sup>		R	R
7	On skirtings or rails not exceeding 150mm girth	m		R	R
	<b>ON STEEL</b> Prepare per manufacturer's specification and apply two coats non drip enamel paint				
8	On previously painted steel door frames	m <sup>2</sup>		R	R
9	On previously painted steel windows	m <sup>2</sup>		R	R
					R
	<b>Carried forward to summary</b>				



<b>GPAA Renovations Per Block</b>					
Item no	Description	Unit	Qty	Rate	Amount
BILL 12	<b>BILL NO. 12</b>				
	<p><b>ELECTRICAL - PREAMBLES</b> For preambles see "Model Preambles to Trades"</p> <p><b>SUPPLEMENTARY PREAMBLES</b> Bill of quantities for the electrical work to be done according to SANS 10142 and Amendments and Revisions standards by an electrical contractor with a current registration with the Electrical Contractors Board (ECB).</p> <p>Scope of work: Refer to the electrical drawings for details The workstations will be inter-connected by "corporate connections", provided by others.</p> <p>It is the contractors responsibility to ensure that all circuits are designed to carry the load. The contractor must ensure that the phases are properly balanced</p> <p>In order to make provision for future expansion, an average of eight (8) outlet sockets should be installed per circuit</p> <p>Air conditioner units to be connected to weatherproof lockable isolators</p> <p>Circuit breakers, isolators and wiring to be correctly sized for each unit as per SANS 10142 wiring regulations</p> <p>Existing light fittings remain. Only cleaning and service to be done and bulk tube replacement.</p> <p>Some light fittings to be repositioned in order to make space for new air conditioning units. See drawings</p> <p>All individual offices will have a light switch</p> <p>The contractor must ensure that the occupancy sensors can switch the load of the light fittings connect to it</p> <p>The contractor is responsible to provide data cable routes</p> <p>PVC Conduit should be terminated in wall or extension boxes by means of adaptors</p> <p>Earth continuity shall be maintained throughout the complete installation</p> <p>Galvanised steel draw wires shall be installed in all unwired conduits, e.g. spare conduits for data and telephones</p> <p>No PVC Conduit shall be surface fixed to ceiling voids or walls.</p>				

PVC trunking (Type YT) shall be used and fixed square with structural beams or parallel

<b>INTERNAL INSTALLATION CONDUCTORS</b>					
<b>PVC insulated copper conductors drawn into wire ways</b>					
1	Flat twin and earth 1.5mm <sup>2</sup>	m	460	R	R
2	Flat twin and earth 2.5 mm <sup>2</sup>	m		R	R
3	Round Norsk 2.5mm <sup>2</sup> x 2+E	m		R	R
4	4 Round Norsk 4mm <sup>2</sup> x 4 core	m		R	R
5	Draw wire	m		R	R
<b>SOCKET OUTLETS</b>					
<b>Switched and unswitched socket outlets, including cover plates and all accessories installed in surface of flush boxes type Crabtree. All outlets to be properly labelled</b>					
6	16 A switched socket outlet 100x100 single	No		R	R
7	16 A switched socket outlet 100x100 double	No		R	R
8	16 A switched socket outlet 50x100 single	No		R	R
9	16A switched socket outlet dedicated 50x100 single	No		R	R
10	16A switched socket outlet dedicated 100x100 single	No		R	R
11	16A switched outlet socket industrial	No		R	R
12	Unswitched 6A socket in round box	No		R	R
13	Isolator 20A D/P 50x100 No 8	No		R	R
14	Isolator 32A D/P weather proof lockable	No		R	R
15	Isolator 63A T/P weatherproof lockable	No		R	R
16	Pop-up in desk with 2x normal, 2x	No		R	R

	dedicated, 1x euro, 1x data with conduit chased in floor to distribution board. Engineers approval required				
	<b>CONDUITS, BOXES</b> Supply, installation and connection of conduit completely terminated or flush with cover plates and all accessories				
17	Wall box 50x100	No		R	R
18	Wall box 100x100	No		R	R
19	PVC Conduit 20mm	m		R	R
20	PVC Conduit 25mm	m		R	R
21	PVC Conduit 32mm	m		R	R
22	Extension box 100x100 steel	No		R	R
23	P2000 Trunking 41x41mm with galvanised cover plate 1.0mm thick	m		R	R
24	PVC Trunking YT5 40x40mm	m		R	R
	<b>DISTRIBUTION BOARD AND SWITCHGEAR</b> All switch gear with a fault level of 6 kA, DIN Rail mounted. All boards properly labelled and spare openings closed				
25	Circuit breaker 16A S/P 6kA	No		R	R
26	Circuit breaker 20A S/P 6kA	No		R	R
27	Circuit breaker 5A S/P 6kA	No		R	R
28	Circuit breaker 20A S/P 6kA Delayed Curve	No		R	R
29	Circuit breaker 25A S/P 6kA Delayed Curve	No		R	R
30	Contactors 3 pole 20A DIN rail mounted	No		R	R
	<b>LIGHTING</b> Existing light fittings are surface mounted 2 x 58W bevelled LBR				
31	Remove light fittings and make safe	Item		R	R
32	Light fitting fluorescent 3x28W T5 recessed 1200x600 LBR with ECG	No		R	R
33	Down lighter 230V 3.5W LED dimmable satin chrome Similar to Radiant AJ20	No		R	R
34	Down lighter 230V 3.5W LED satin chrome. Similar to Radiant AJ20	No		R	R
	<b>SWITCHES</b> Switches, including cover plates and all accessories installed in surface of flush boxes type Crabtree				
35	Switch 1 lever 1 way	No		R	R
36	Dimmer and switch 600W	No		R	R
	<b>DATA AND TELEPHONE POINTS</b> Outlets with blank cover plates for data and telephone points. The data contractor to specify the type of cut-out for data connectors. Wall boxes and conduit measured elsewhere				
37	Blank data outlet on power skirting	No		R	R
38	Blank data outlet on dry wall 100 x 100	No		R	R
	<b>REMOVE AND MAKE SAFE</b>				

	<b>Remove outlets and old trunking against walls and make safe circuits to be re-used</b>				
39	Remove outlets and make safe	Item		R	R
40	Remove existing light fittings	No		R	R
	<b>POWER SKIRTING</b> Remove existing three compartment power skirting and reposition on ground level. Replace damaged power skirting covers matching to existing power skirting colour and type. Repositioning of data cables by others				
41	Remove existing three compartment power skirting and reposition	m		R	R
42	Supply and install new power skirting covers and repair existing	m		R	R
43	Remove existing three compartment power skirting and make safe	m		R	R
	<b>SUNDRIES</b>				
44	Issuing a valid Certificate of Compliance	No		R	R
45	As built drawings showing all line diagrams, switchgear & distribution boards	No		R	R
	<b>Carried forward to summary</b>				R

GPAA Renovations Per Block					
Item no	Description	Unit	Qty	Rate	Amount
BILL 13	<b>BILL NO. 13 - Part A – Specifications</b>				
	<b>MECHANICAL - PREAMBLES</b> For preambles see "Model Preambles to Trades"				
	<p><b>TECHNICAL SPECIFICATION FOR THE AIR CONDITIONING INSTALLATION</b></p> <p><b>1. General Description</b> This technical specification is for the supply, installation, commissioning and testing, hand-over and 12 months guarantee and maintenance of an air conditioning installation within an existing office building at Government Pensions administration Agency (GPAA) - BLOCK H The work shall be executed by an Air Conditioning Contractor as a nominated subcontractor for the Main Contractor. This Technical Specification will be issued with a tender drawing.</p> <p><b>2. Scope of work</b> The air conditioning installation comprises the following: 2.1 Supply and installation of split air conditioning units as indicated on the drawing. 2.2 Supply and installation of extract fan in store room, toilets and kitchen. 2.5 Electrical and control work related to the installation. 2.6 Builders work as specified. 2.7 Commissioning, testing, hand-over and 12 months maintenance and guarantee of the Installation.</p> <p><b>3. Contractual Conditions</b> The contractual conditions of the DPW as appended shall apply.</p> <p><b>4. Site Inspection</b> A site inspection by tenderers prior to the submission of tenderers is compulsory.</p> <p><b>5. Programme</b> The air conditioning contractor shall strictly adhere to a construction programme as compiled by himself and as agreed with by the Main Contractor. Time is of the essence. Overall completion, commissioning and acceptance of the air conditioning installation shall be on or before the project completion date.</p> <p><b>6. Tender drawing</b> The tender drawing forms part of this specification.</p> <p><b>7. Builders Work</b> The air conditioning contractor shall be responsible for the builders work required for the execution of this contract. Builders work shall inter alia include the following 7.1 Structural and masonry openings for the installation of equipment pipework, and ducting, louvers etc. Only core drilling for the installation of pipework will be permitted. 7.2 Builders work by the Main Contractor as indicated on the drawings.</p> <p><b>8. Electrical Work</b> Electrical work shall comprise the following:</p>				

GPAA Renovations Per Block					
Item no	Description	Unit	Qty	Rate	Amount
	<p>8.1 3 Phase, 4 core power supply connected into the main isolating switch of the airconditioning distribution board by others. The distribution board shall be supplied and installed by the electrical contractor.</p> <p>8.2 The position of the distribution board is to be determined on site.</p> <p>8.3 All field and control wiring from the distribution board to air conditioning equipment to constitute fully operational systems forms part of the air-conditioning contract.</p> <p><b>9. Air conditioning Indoor Units</b> Supply and install the cassette split units in positions as indicated on the drawings Supply and install the midwall split unit in positions as indicated on the drawings Drain piping shall be installed to the nearest drain point outside the building with sufficient slope to ensure proper runoff of condensate. Sufficient support shall be used to prevent sagging along the length of the drain pipe.</p> <p><b>9.1 Performance schedule:</b> The AC indoor units shall comply with the following design and performance data: Design conditions indoor : 23°Cdb; 50% RH (summer) 21oCdb; 45% RH (winter) Altitude : 1460 m On coil (cooling) : 27°Cdb; 19°Cwb On coil (heating) : 20°Cdb Outdoor (summer) : 35°Cdb; 22°Cwb Outdoor (winter) : 7°Cdb; 6° Cwb Cooling and heating capacities : As indicated on the drawing</p> <p><b>10. outdoor units</b> Install condensers on outside wall as close as possible to indoor unit. <b>Inverter units shall be used.</b> Selection of the inverter unit shall be based on the following: 10.1 Total cooling / heating output for the indoor units as specified. 10.2 Outdoor temperatures of 35°Cdb (summer) and 7°Cdb (winter) and altitude 1400 m.</p> <p><b>11. Electrical wiring</b> Supply and install all field and control wiring to constitute fully operational systems. Wiring within offices shall be surface mounted within square PVC trunking.</p> <p><b>12. Refrigeration Pipework</b> Supply and install refrigeration pipework for all the A/C split units. Pipework to be rated for <b>R410a</b>. New copper piping and insulation shall be employed. Pipe sizes for each respective system shall be determined by the manufacturer in collaboration with the contractor. Refrigeration pipework and electrical wiring shall be neatly mounted on a cable tray. The cable tray shall be of galvanised steel. Output capacities of indoor units, total pipe lengths, pipe bends and height differences between indoor and outdoor units must be meticulously calculated and considered when determining pipe sizes. The refrigerant shall <b>be R410</b>.</p> <p><b>13. Control Systems:</b> 13.1 A single wall mounted controller mounted within the office shall control the off coil temperature of the indoor units to maintain room set point conditions. The units shall</p>				

GPAA Renovations Per Block					
Item no	Description	Unit	Qty	Rate	Amount
	<p>therefore have a group control function so that all units can be slaved from this controller. Recommended unit is DAIKIN</p> <p><b>14. Testing and Commissioning</b> Upon physical completion of the air conditioning all systems shall be tested to ensure compliance to this specification and the performance data.</p> <p>Performance values shall be logged systematically for verification by the Engineer. Adjustments and replacements of system parts shall be made timeously to ensure conformance to specification values and to prevent any delays regarding the overall completion and hand-over of the entire installation.</p> <p><b>15. 1st Hand-over</b> Upon complete commissioning of the air conditioning and ventilation installation the air conditioning contractor shall prepare three sets of Operating &amp; Maintenance Manuals for hand-over to the Owner. The O &amp; M Manuals shall inter alia contain all the commissioning and test data. A 1st hand-over of the installation shall be affected with the Owner and Engineer present.</p> <p><b>16. Maintenance and Guarantee</b> From the day of 1st Hand-over a 12 month maintenance and guarantee-period of the installation will commence. The air conditioning contractor will then maintain the entire installation free of charge to the Owner. Maintenance will include regular cleaning of filters and attendance to breakdowns or unsatisfactory performance of the plant. A routine inspection will be carried out every 3 months to ensure optimum performance of the plant. The air conditioning contractor will guarantee the entire installation against patent and latent defects. Any unserviceable part or item shall be repaired or replaced by the contractor during the guarantee period with no charge to the Owner.</p> <p>Any call-out by the Owner due to a breakdown or unsatisfactory performance of the plant shall be attended by the air conditioning contractor without delay.</p> <p><b>Schedules of Equipment and Material Offered.</b> <b>1. Inverter Outdoor units:</b> Manufacture : No of units: A.....B..... No of units: C.....D..... Model no: A.....B..... Model no: C.....D..... Cooling capacity: A.....B..... Cooling capacity: C.....D..... Heating capacity: A.....B..... Heating capacity: C.....D..... No of compressors: A.....B.....C.....D..... No of fans: A.....B.....C.....D..... Overall dimensions: Delivery period (weeks):</p>				

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Comment [1]: Revise for accuracy

GPAA Renovations Per Block					
Item no	Description	Unit	Qty	Rate	Amount
	<p><b>2. Indoor units:</b>            Manufacture :            Model no A :            Model no B :            Model no C :            Total cooling capacity A :            Total heating capacity A :            Total cooling capacity B :            Total heating capacity B :            Total cooling capacity C :            Total heating capacity C :            Total cooling capacity D :            Total heating capacity D :            Total power requirement (kW) A :            Total power requirement (kW) B :            Total power requirement (kW) C :            Total power requirement (kW) D :            Delivery period (weeks) :</p> <p><b>3. Refrigeration Pipework</b>            Type &amp; Manufacture :            Delivery period (weeks) :</p>				
	<b>BILL NO. 14 - Part B - Pricing Schedule</b>				



<b>GPAA Renovations Per Block</b>					
<b>Item no</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
	<b>MECHANICAL</b>				
1	Cassette units type A - 24,000 BTU	No		R	R
2	Cassette units type B – 18,000 BTU	No		R	R
3	Cassette units type C – 12,000 BTU	No		R	R
4	Cassette units type D – 36,000 BTU	No		R	R
5	Refrigerant piping	No		R	R
6	Drain piping	No		R	R
7	Cable tray to support pipes in ceiling	No		R	R
8	Electrical wiring	No		R	R
9	Window mounted fans	No		R	R
11	Other	Item		R	R
	<b>Carried forward to summary</b>				R

GPAA Renovations Per Block					
Item no	Description	Unit	Qty	Rate	Amount
BILL 14	<b>BILL NO. 14</b>				
	<b>PROVISIONAL SUMS</b> The Client reserves the right to omit any or all of the Provisional Sums allowed for in this tender without any claim for loss of profit by the contractor				
	<b>BUDGETARY ALLOWANCES</b> The following Budgetary Allowances are for work to be executed by the Main Contractor or specialist suppliers and priced at Bill rates or rates to be agreed				
1	Allow 10% of the budgetary amount (Ten Percent) for contingencies to be used as directed by the project Manager and deducted in whole, or in part, if not required.	item		R	R
	<b>Carried forward to summary</b>				R

Bill no	SECTION SUMMARY - BUILDING WORKS	AMOUNT BLOCK 1	AMOUNT BLOCK 2	AMOUNT BLOCK 3	AMOUNT BLOCK 4
1	Alterations	R	R	R	R
2	Carpentry and Joinery	R	R	R	R
3	Ceilings, Partitions and Access Flooring	R	R	R	R
4	Floor Coverings, Wall Linings, etc	R	R	R	R
5	Ironmongery	R	R	R	R
6	Metalwork	R	R	R	R
7	Plastering	R	R	R	R
8	Tiling	R	R	R	R
8	Glazing	R	R	R	R
10	Plumbing and Drainage	R	R	R	R
11	Paint Work	R	R	R	R
12	Electrical	R	R	R	R
13	Air conditioning	R	R	R	R
	<b>Carried to final summary:</b>	R	R	R	R

FINAL SUMMARY					
No	Section	Amount Block 1	Amount Block 2	Amount Block 2	Amount Block 4
1	PRELIMINARIES	R	R	R	R
2	BUILDING WORKS	R	R	R	R
3	PROVISIONAL SUMS (BILL 14)	R	R	R	R
	<b>TOTAL COSTS(VAT Inclusive)</b>	R			

## **ANNEXURE A – DRAWINGS:**

### TENDER DRAWINGS

The following drawings form part of the tender documents:

DEMOLITION -	GPAA-15	01-02	REV 2
NEW PARTITION LAYOUT	GPAA-15	02-03	REV 3
ELECTRICAL -	GPAA-15	03-02	REV 2
AC LAYOUT -	GPAA-15	04-02	REV 2
FLOOR FINISHES -	GPAA-15	05-02	REV 2
WALL FINISHES -	GPAA-15	06-02	REV 2
CEILINGS & LIGHTING	GPAA-15	07-02	REV 2
FURNITURE SCREEN ELEC	GPAA-15	10-01	REV 1
KITCHEN DETAIL PLAN	GPAA-15	11-01	REV 0
EXISTING BEAMS IN CEILING	GPAA-15	12-01	REV 1
DETAIL PLAN	GPAA-15	14-01	REV 1

## **ANNEXURE B – PRELIMINARIES:**

### **PRELIMINARIES**

The agreement is to be the JBCC Series 2000 Principal Building Agreement prepared by the Joint Building Contract Committee July 2007 edition 5.0 code 2101

Note that Preliminaries are not referred to as a separate document but is contained within the above agreement

Tenders are referred to the abovementioned document 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 abovementioned documents. Where any item is not relevant to this specific contract such item is marked N/A, signifying "not applicable".

### **PREAMBLES FOR TRADES**

The Model Preambles for Trades (2008 Edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these Bills of Quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained. Supplementary preambles are incorporated in these Bills of Quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the said Model Preambles. 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 said Model Preambles and in any supplementary preambles

### **SPECIFIC PRELIMINARIES**

Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the firm supplying the materials and/or doing the work and shall deliver same to the principal agent on the certified completion of the contract. The warranty shall state that workmanship, materials and installation are warranted for a specified period from the date of final completion and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice to do so. The warranty will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the contractor.

### **SHOP DRAWINGS**

The contractor and/or nominated/selected sub-contractor shall prepare and submit, at his own expense, three (3) copies of shop drawings of all fabricated work, working or setting out drawings shop details and schedules to the principal agent for approval prior to commencement of manufacture. Correction of shop drawings shall not constitute a change in scope of work unless the contractor notifies the principal agent in writing within seven (7) days and shall not proceed with fabrication until so authorized by the architect.

### **SAMPLES**

Samples are physical examples furnished by the contractor to illustrate materials, equipment or workmanship and to establish standards by which the work will be judged. The contractor shall furnish without delay such samples and "mock ups" as may be called for by the architect who may reject all material and workmanship not corresponding with the approved samples. Samples must be submitted in duplicate or as instructed and must allow a reasonable time for their consideration. Samples must be properly labelled with the project name and location, contractor's

name, the type, finish composition of materials date of submission and the contract document reference in which the project is identified.

#### **OVERTIME**

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 authorized in writing, prior to the execution thereof, that costs for such overtime are to be borne by the employer.

#### **CO-OPERATION OF CONTRACTOR FOR COST CONTROL**

It is specifically agreed that the contractor accepts the obligation of assisting the professional consultants in implementing proper cost control in an effort to prevent the final building cost from exceeding the budget. It is specifically agreed that the professionals and the contractor will endeavour to agree and sign off variations within 14 days of them arising.

The contractor shall submit on a weekly basis an updated "Schedule of Information Required" to all parties concerned, indicating dates upon which such information and details are required in relation to the building programme. Timeous advanced notice is to be given by the contractor for information or drawings which are required on site. The contractor shall be responsible for the timeous notification to the Quantity Surveyor to enable him to call for tenders for all work to be executed by selected sub-contractors and shall, therefore, notify the quantity surveyor in writing at least fourteen (14) days prior to required availability date of these tender documents. No claim whatsoever will be afterwards admitted due to the contractor having failed to comply with this condition.

#### **PROPRIETARY BRANDED PRODUCTS**

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

#### **SITE INSTRUCTIONS**

Site instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the contractor.

#### **LABOUR RECORD**

At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all sub-contractors on the works each day

#### **HEALTH AND SAFETY ACT**

Compliance with the current Occupation Health and Safety Act and all relevant and applicable regulations, especially the Construction Health & Safety Act (as amended), is paramount for the duration of the contract.

#### **INSPECTION BY ARCHITECT / ENGINEER**

The Architect / Engineer shall make such visits to the Works as he may from time to time deem necessary. In the event of any matter arising which the Contractor considers of such importance that the Architect / Engineer must be consulted, every reasonable attempt shall be made by the Contractor to communicate with him before proceeding with the point at issue.

It must, however, be kept in mind that the Architect is employed to ensure correct compliance with the terms of this contract, proper building procedures in accordance with the best traditions of the various trades and adequate finishes as specified and to his satisfaction. The Architect is thus in no way responsible for any act or omission on the part of the Contractor which may result in any patent or latent defects in materials or workmanship, breach or neglect of any local regulations. The Contractor therefore remains at all times responsible for any neglect, deviation

or wrong act, whether the same be discovered before or after the final certificate, or when any other certificate is issued.

#### **DRAWINGS AND DIMENSIONS**

Upon receipt of detail drawings for any works, the contractor shall, before putting that work in hand, ascertain that the dimensions given on the detail drawings correspond with the dimensions of any work already built. In the event of a discrepancy between the detail drawings and the work already built, the discrepancy shall be brought to the principal agent's attention who shall decide the procedure. All drawings, whatever their origin, are to be issued to the site, or to any other designated person or persons through the principal agent's office and they shall bear the principal agent's office stamp and signature. An up-to-date register of all drawings issued to the contractor shall be kept on the works. Any other drawings used on the site will be used at the contractor's risk and should any work be incorrect due to the use of unauthorised drawings, the cost of rectifying such work shall be for the contractor's account. All drawings used on the works shall be properly mounted on suitable sheet material, or otherwise protected and kept in good condition. Any drawings becoming bleached or otherwise obscured so that they cannot be properly read shall be returned to the principal agent for replacement, as any errors due to misreading of damaged or obscured drawings shall be made good by the contractor at his own expense.

#### **INJURY TO PERSONS OR PROPERTY**

The Contractor shall in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act 130, 1993) (COID Act) be registered with the Director General of the Department of Labour as an Employer by the name in which the accepted tender was submitted and for the intended line of business pertaining to the Contract and the relevant COID Act Section 83 Assessments shall be kept fully paid up throughout the duration of the Contract. The Contractor must allow under this clause for all requirements as specified in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act 130, 1993) and must fully adhere to all requirements and should allow to comply with all the relevant Legislation, as well as C.S.I.R Internal Services Health and Safety Specification - Annexure A. A safety audit will be done on a regular basis of all requirements

#### **MEDIA RELEASES, ADVERTISING, ETC**

All right of publication of articles in the media, together with any advertising relating to, or in any way connected with this project shall vest in the employer. The contractor, together with his sub-contractors shall not, without the written consent of the employer, cause any statement or advertisement to be printed, screened or aired by the media

#### **PRIME COST AMOUNTS**

Notwithstanding any information to the contrary in the contract document or preliminaries, references to "Prime Cost" or "PC" shall mean the cost at which an item or material is obtained inclusive of delivery to site and exclusive of value added tax. Unless otherwise stated installation is not included in the Prime Cost and the contractor is to include this in his rate. The prime Cost does not include any allowance for wastage and refers to cost per net measurable unit. The contractor is to allow for wastage, shrinkage, bulking etc.

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF GOVERNMENT PENSIONS ADMINISTRATION AGENCY (GPAA)

BID NUMBER: GPAA 06 /2016
CLOSING TIME: 11:00am.
DESCRIPTION: Renovations of GPAA Offices

CLOSING DATE: 01 March 2016

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7.1 / SBD7.2 / SBD7.3)

BID DOCUMENTS MAY BE POSTED TO OR DEPOSITED IN THE BID BOX SITUATED AT GPAA ADDRESSED TO:

The CEO: Government Pensions Administration Agency (GPAA)
Bid Administration
34 HAMILTON STR
ARCADIA
PRETORIA, TSHWANE
0001

Bidders should ensure that bids are delivered timorously to the correct address. If the bid is late, it will not be accepted for consideration. The bid box is generally open 8 hours a day between 08:00 to 16:30, Monday to Fridays.

ALL BIDS MUST BE SUBMITTED WITH THE STANDARD FORMS – (NOT TO BE RE-TYPED)
THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN THE BID BEING DISQUALIFIED) ALL STANADARD BIDDING DOCUMENT AS ATTACHED

NAME OF BIDD.....
POSTAL ADDRESS.....
STREET ADDRES.....
TELEPHONE NUMBER CODE.....NUMBER.....
CELLPHONE NUMBER.....
FACSIMILE NUMBER CODE..... NUMBER.....
VAT REGISTRATION NUMBER.....
HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD2) YES/NO
SIGNATURE OF BIDDER.....
DATE.....
CAPACITY UNDER WHICH THIS BID IS SIGNED.....

SBD 4



## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

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

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....  
Name of state institution at which you or the person connected to the bidder is employed : .....  
Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

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

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

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

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

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

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

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.  
 .....  
 .....  
 .....

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

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

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

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

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the **90/10** system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	<b>90.</b>
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>10.</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

### 2. DEFINITIONS

- 2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less .
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**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;*
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the

Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.

### 4. POINTS AWARDED FOR PRICE

#### 4.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

**90/10**

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

### 5. Points awarded for B-BBEE Status Level of Contribution

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

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a



bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

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

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

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

**8 SUB-CONTRACTING**

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

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? .....%
- (ii) the name of the sub-contractor? .....
- (iii) the B-BBEE status level of the sub-contractor? .....
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

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

9.1 Name of company/firm ..... :

9.2 VAT registration number : .....

9.3 Company registration number ..... :

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company

(Pty) Limited  
[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.  
[TICK APPLICABLE BOX]

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

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution

**WITNESSES:**

1. ....  
.....

SIGNATURE(S) OF BIDDER(S)

2. ....

DATE:.....  
ADDRESS:.....

**SBD8**

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have:
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. Failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <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 of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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.</b>	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 outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....  
Signature Date

.....  
Position Name of Bidder

**SBD 9**

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**SBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

I certify, on 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 consortium<sup>3</sup> 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.

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

**SBD 9**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**2. Evaluation Criteria**



Item No.	Evaluation Criteria Item	Weight
	<b>90/10 Principle</b>	
<b>A</b>	Price (Phase 2)	<b>90</b>
<b>B</b>	B-BBEE Status Level of Contributor	<b>10</b>
	<b>Total</b>	<b>100</b>
<b>C.1</b>	<b>Functionality(Phase 1)</b>	
	1. Temporary Access control plan during construction. The plan must include the security plan during the construction as well as how will you comply to OHS requirements	<b>10</b>
	2. Project Management (Supported by a detailed project plan and a written narrative and/or a method statement).	<b>40</b>
	3. Relevant Skills and Experience in construction industry which includes construction/civil, electrical and air-conditioning services.	<b>10</b>
	4. Proven experience on similar turnkey projects with reference letters from previous and current contactable clients.	<b>40</b>
	<b>Minimum qualifications of 4GB grading by CIDB.</b>	
	<b>NB Minimum 60% qualifications on functionality</b>	
	<b>Sub-total</b>	<b>100</b>
	<b>B-BBEE Status level</b>	<b>10</b>
	<b>Sub total</b>	<b>10</b>
	<b>Total</b>	<b>100</b>

**(GPAA)**

**SCC**  
***Special Conditions of Contract***

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The purpose of this Special Conditions of Contract (SCC) is to:

- (i) Draw special attention to certain special conditions applicable to Bids, Contracts, Agreements and Orders of the Government Pensions Administration Agency (GPAA); and
- (ii) To ensure that all bidders are familiar with the special provisions, requirements and conditions that will be applicable in the undertaking of the project and which will form part of the contract documentation and of which due cognisance must be taken in the bidding process.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

The General Conditions of Contract (GCC) also forms part of all bidding documents and must be read in conjunction with this Special Conditions of Contract.

Whenever there is a conflict between the GCC and the SCC, the provisions in the SCC shall prevail.

#### 1.1. Bid Submission

- 1.1.1. Bidders will be permitted to submit bids by:  
Post: Private Bag X63, Pretoria, 0001 or  
Hand: 34 Hamilton Street, Arcadia,
- 1.1.2. Closing Date: **01 March 2016.**
- 1.1.3. Closing time: **11h00am.**

#### 1.2. Validity of Bids

- 1.2.1. Bidders are required to submit bids valid for **120** days.

#### 1.3. Two stage Bidding process

- 1.3.1. For this bid a two-stage bidding procedure will be used, under which first un-priced technical proposals on the basis of a conceptual design or performance specifications are invited. The price proposal will only be considered after the technical proposal has been confirmed as being competent and compliant.
- 1.3.2. The contractor will operate on turnkey project to avoid time consuming.
- 1.3.3. The contractor must be rated **4 GB** by the **CIDB** or higher and proof must be submitted.
- 1.3.4. A minimum number of **five (5) copies** of technical proposals plus one (1) original (Standard bid documents) together with **one (1) copy** of pricing proposals must be submitted in separate envelopes with originals clearly marked as such.

1.3.5. The shortlisted service providers will be inspected for compliance on the previous similar project completed.

1.3.6. Recommended service providers will be subjected to security screening.

1.4. **Late Bids**

1.4.1. Bids received after the time stipulated will not be considered. They will be posted back to the bidder un-opened.

1.5. **Clarification or Alterations of Bids**

1.5.1. Bidders will not be requested or permitted to alter their bids after the deadline for receipt of bids.

1.5.2. Requests for clarification be needed to evaluate bids and the bidder's responses should be made in writing.

1.5.3. Bidder should complete Four(4) SBD 3.1 and complete one pricing summary in page 71

1.6. **Completeness of Documentation**

1.6.1. It will be ascertained whether bids:

- a. Include original tax clearance certificates
- b. Have been properly signed and completed
- c. Are accompanied by the required securities
- d. Are substantially responsive to the bidding documents
- e. Are generally in order.

1.6.2. If a bid is not substantially responsive, that is, it contains material deviations from or reservations to the terms, conditions and specifications in the bidding documents, it will not be considered further.

1.6.3. The bidder will not be permitted to correct or withdraw material deviations or reservations once bids have been opened.

1.7. **Rejection of all Bids**

GPAA reserves the right to reject of all bids if and when deemed necessary. This is justified when there is lack of effective competition, or bids are not substantially responsive.

1.8. **Associations between Consultants**

1.8.1. Consultants may associate with each other to complement their respective areas of expertise, or for other reasons. Such an association may be for the long term (independent

of any particular assignment) or for a specific assignment. The association may take the form of a joint venture or a sub consultancy.

**(GPAA)**

**GCC**

**General Conditions of the Contract**

## ***General Conditions of Contract***

### **GPAA PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

The purpose of this Annexure is to:

- i. Draw special attention to certain general conditions applicable to GPAA bids, contracts and orders; and
  - ii. To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with GPAA.
- In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
  - The General Conditions of Contract will form part of all bid documents and may not be amended.
  - Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid if applicable and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

### **TABLE OF CLAUSES**

1. Definitions
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11. Insurance
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28. Limitation of liability
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30. Applicable law
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32. Taxes and duties

## 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 employee in the procurement process or in contract execution.
- 1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its GEPF 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. 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.
- 1.13. "**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.
- 1.14. "**GCC**" means the General Conditions of Contract.
- 1.15. "**Goods**" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract
- 1.16. "**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.
- 1.17. "**Local content**" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "**Manufacture**" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "**Order**" means an employee written order issued for the supply of goods for works or the rendering of a service.
- 1.20. "**Project site,**" where applicable, means the place indicated in bidding documents.
- 1.21. "**Purchaser**" means the organization purchasing the goods.
- 1.22. "**Republic**" means the Republic of South Africa.
- 1.23. "**SCC**" means the Special Conditions of Contract.

- 1.24. **“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.
- 1.25. **“Written”** or **“in writing”** means handwritten in ink or any form of 96 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 non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the State Tender Bulletin. The State Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.employee.gov.za](http://www.employee.gov.za).

## **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 so 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.

## 7. PERFORMANCE

- 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. a 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 in SCC.

## 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 inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there is 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 Energy Board concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies 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 supplies 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 supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 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, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

#### **10. DELIVERY OF DOCUMENTS**

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

#### **11. INSURANCE**

- 11.1. 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 in the SCC.

#### **12. TRANSPORTATION**

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

#### **13. INCIDENTAL SERVICES**

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a. Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - b. Furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - d. 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
  - e. 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 in SCC, 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:
- a. 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
  - b. in the event of termination of production of the spare parts:
    - i. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - ii. 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. 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.
- 15.6. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, 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 in SCC.
- 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 in SCC.

**17. PRICES**

- 17.1. 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 in SCC or in the purchaser's request for bid validity extension, as the case may be.

**18. CONTRACT AMENDMENTS**

- 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**19. ASSIGNMENT**

- 19.1. 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. SUBCONTRACTS**

- 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. DELAYS IN THE SUPPLIERS PERFORMANCE**

- 21.1. 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.
- 21.2. 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.

- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authorities.
- 21.4. 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.
- 21.5. 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 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of 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.

## **22. PENALTIES**

- 22.1. 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.

## **23. TERMINATION FOR DEFAULT**

- 23.1. 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:
- a. 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;
  - b. if the Supplier fails to perform any other obligation(s) under the contract; or
  - c. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. 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.



#### **24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

- 24.1. 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.

#### **25. FORCE MAJEURE**

- 25.1. 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.
- 25.2. 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.

#### **26. TERMINATION FOR INSOLVENCY**

- 26.1. 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.

#### **27. SETTLEMENT OF DISPUTES**

- 27.1. 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.
- 27.2. 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.

- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,  
a. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
b. The purchaser shall pay the supplier any monies due the supplier.
- 27.6. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.

#### **28. LIMITATION OF LIABILITY**

- 28.1. 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.
- 28.2. 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.

#### **29. GOVERNING LANGUAGE**

- 29.1. 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.

#### **30. APPLICABLE LAW**

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

#### **31. NOTICES**

- 31.1. 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.
- 31.2. 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.

### **32. TAXES AND DUTIES**

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, GPAA must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.