



OPEN REQUEST FOR QUOTATION PROCESS

NAME OF SERVICE PROVIDER:	

REQUEST FOR QUOTATIONS FOR GOODS AND SERVICES AT JPC

N.B. THIS REQUEST FOR QUOTATIONS (RFQ) IS ONLY ISSUED TO CONTRACTORS APPROVED FOR INCLUSION IN THE JPC PANEL OF CONTRACTORS (POP 03/ 2021) UNDER THE FOLLOWING CATEGORY:

Contractors with CIDB Grade 2ME TO 5ME ONLY

JPC requests your quotation on the goods and/or services listed hereunder and/or on the available RFQ forms. Please furnish all information as requested and return your quotation on the date stipulated. Late and incomplete submissions will invalidate the quotation submitted.

DATE OF ISSUE	08 June 2022
CLOSING DATE	15 June 2022
CLOSING TIME	10:30AM
RFQ NUMBER	RFQ 335/2022
PANEL NUMBER	POP 03/2021
DESCRIPTION OF GOODS/SERVICES	Request for Quotations from Sub-Contractors approved for inclusion in the JPC Panel of Contractors (POP 03/ 2021) under the following category: CIDB Grade 2ME - 5ME to quote on the Specifications attached to remove old and install new aircons Block C, Informal Trading Metro Mall on behalf of the City of Joburg Property Company SOC Ltd (JPC).
DIS-QUALIFICATION CRITERIA	 Non-attendance of compulsory briefing session Not on panel POP 03/2021 Incomplete BOQ Valid CIDB grading ME
COMPLIANCE REQUIREMENTS	 Valid Tax Compliant Verification PIN number issued by SARS. Close Corporation- current copy of CK1 and/or CK2C





- Entity BBBEE Certificate Or Certified sworn affidavit – B-BBEE Exempted Micro Enterprise
- Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the individual / Proof that acknowledgements / arrangements have been made to settle arrears / Valid lease agreement / Affidavit stating why an up to date municipal account cannot be submitted.
- Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Entity / Proof that acknowledgements or arrangements have been made to settle arrears / Valid lease agreement / Affidavit stating why an up to date municipal account cannot be submitted
- Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Director (s) or Member (s) / Proof that acknowledgements or arrangements have been made to settle arrears / Valid lease agreement Affidavit stating why an up to date municipal account cannot be submitted
- If the director does not own any property at least lease agreement or certified affidavit need to be provided
- In the event the bidder is tendering as a Joint Venture/Consortium, all members of the JV/Consortium must submit all required documentation and a JV / Consortium agreement
- Central Supplier Data Base registration (CSD)
- Signature of the following documents.
- Declaration of interest in MBD 4
- MBD 6.2: Local Content (If applicable)
- Declaration of the Bidder's Past Supply Chain Practices in MBD 8,
- Certificate of Independent Bid Determination in MBD 9

if the entity or any of its Directors are listed on the National Treasury register of defaulters, the bid will be rejected.





COMPULSORY BRIEFING SESSION	DATE:10 June 2022 TIME: 10H00 – 12h00 ADDRESS: Block C, Informal Trading Metro Mall
RFQ SPECIFICATION FORMS/ DOCUMENTS ARE OBTAINABLE FROM:	www.ihbproperty.co.za
SUBMISSION OF QUOTES:	Forum I Block A, Braampark 33 Hoofd Street Braamfontein 2017 Submissions must be deposited into the RFQ Box at the Reception. No emailed submissions will be accepted
ENQUIRIES:	Asogan Maistry amaistry@ihbproperty.co.za Dheeran Rhamdhari drhamdhari@jhbproperty.co.za

QUOTATIONS ABOVE R30 000 WILL BE EVALUATED ON THE BASIS OF THE 80:20 POINT SYSTEM AS STIPULATED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (ACT NUMBER 5 OF 2000) & JPC'S SUPPLY CHAIN MANAGEMENT POLICIES AND PROCEDURES.





CHECKLIST

SCM	NO:	RFO	335/2022
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PLEASE USE THE CHECKLIST TO CONFIRM THAT ALL COMPLIANCE DOCUMENTS HAVE BEEN ATTACHED TO YOUR QUOTATION.

No	Details	1
1.	Certified Copy of Company Registration Document	
2.	Rates & Taxes Account for Company OR Certified Copy of Lease Agreement OR Affidavit Certified by the Commissioner of Oaths/ Arrangements letter	
3.	Rates and Taxes Account for All the Directors of the Company OR Certified Copy of Lease Agreement OR Affidavit Certified by the Commissioner of Oaths/ Arrangements letter	
4.	If the director does not own any property at least lease agreement or certified affidavit need to be provided	
5.	MBD 4: Declaration of Interest (Attached)	
6.	MBD 6.2: Local Content (Attached)	
7.	MBD 8: Declaration of bidders past supply chain management practices (attached)	
8.	MBD 9: Certificate of Independent Bid Determination. (Attached)	
9.	Certified Copy of BBBEE certificate or consolidated BBBEE certificates for joint ventures and consortiums. NB non-submission of BBBEE will result in a bid being awarded zero points for BBBEE.	
10.	Valid Tax Clearance Certificate or Pin number	
11.	Empowerment Plan and employment statistics (youth, women and people with disabilities)	
12.	All alterations must be signed.	
13.	Quotation is signed	
14.	UIF	
15.	Copies of ID's for the Directors or Members of the Entity	
16.	Copies of ID's for the employees of the Entity and employment contracts	
17.	Central Supplier Data Base registration (CSD)	
18.	Works Insurance and Public liability insurance	
19.	Affiliation / Registration with Professional bodies	

SIGNATURE	
NAME	
	4







PLEASE NOTE THAT NOT SUBMITTING DOCUMENTS REQUESTED UNDER PRE-QUALIFICATION AND DISQUALIFICATION CRITERIA WILL LEAD TO THE BID NOT BEING EVALUATED FURTHER / DISQUALIFIED.

NB: PLEASE NOTE THAT PRICE CHANGES WITHOUT A SIGNATURE WILL LEAD TO THE DISQUALIFICATION OF THE QUOTATION SUBMITTED

I HEREWITH CONFIRM THAT I HAVE READ AND UNDERSTOOD THE ABOVEMENTIONED REQUIREMENTS

SIGNATURE_			
IAME			





CONDITIONS

- 1. All goods or services purchased will be subject to JPC SCM Policy and Procedures. A copy of said conditions is available from the SCMU office.
- 2. All purchases will be made through an official order form. Therefore no goods must be delivered or services rendered before an official order has been forwarded to and accepted by the successful bidder.
- 3. To participate in JPC's Quotation process for the procurement of goods and/or services, vendors are advised to get accredited and registered on Central Supplier Database. Supplier registration forms are available from the Supply Chain Management Unit. JPC is dealing only with the registered and accredited suppliers on its Database.
- 4. All prices quoted must be exclusive of Value Added Tax (VAT). Suppliers who are not registered for VAT will be treated as Non VAT Vendors.
- 5. Prices quoted must include delivery charges and goods must be delivered to the address indicated on the quotation page.
- 6. All prices submitted must be firm. "Firm" prices are deemed to be fixed prices, which are only subject to the following statutory changes, namely VAT and any levy related to customs and excise.
- 7. Quantities are given in good faith and without commitment to JPC. The JPC reserves the right to increase or reduce the quantity to be in line with the set threshold for quotations prescribed in the SCM Policy.
- 8. JPC DOES NOT TAKE RESPONSIBILITY FOR ANY QUOTATIONS DEPOSITED IN THE WRONG BOX.
- 9. QUOTATIONS SUBMITTED THROUGH FAX/EMAIL WILL BE AUTOMATICALLY DISQUALIFIED.

I HEREWITH CONFIRM THAT I HAVE READ AND UNDERSTOOD THE ABOVEMENTIONED REQUIREMENTS

SIGNATURE		
NAME		





ADDITIONAL REQUIREMENTS

DECLARATION

I certify that the information supplied is correct and I have read and understood the JPC General Conditions and Policies and Procedures and accept same.

I further certify that all the required information has been furnished and the relevant forms completed and are herewith submitted as part of the quotation.

SIGNATURE:	 	
NAME:		
CAPACITY:		
DATE:		





SUPPLY CHAIN MANAGEMENT P.O. BOX 31565 BRAAMFONTEIN 2017

VAT. NO: 4010194266

BIDDER NAME:	E LINE F	REQUEST FOR QUOTATION		
	RFQ N	UMBER	RFQ DATE	
ADDRESS:	RFQ 335/2		08 June 2022	
TEL:		CONTACT PERSON		
FAX:	NAME:	Asogan Maistry/ Dheeran Rhamdhari		
CSD NUMBER:	TEL No:	010 219 9 272 1592	000/ 083 399 3582/083	

Submission Deadline: Submission Time:

15 June 2022 10:30AM

VALIDITY OF RFQ: 60 DAYS

OFFICE USE ONLY:

PRICE/S TO BE VAT EXCLUSIVE

Please deposit all quotation in the RFQ box as stipulated in the cover page

Bids above R30 000-00 to a maximum of R50 000 000 will be evaluated on the basis of the 80:20 point system as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000), as amended.

EVALUATION CRITERIA

THE BIDS WILL BE EVALUATED ON PRICE AND BBBEE

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS





A maximum of 80 points is allocated for price on the following basis: **80/20**

Where

Ps = Points scored for comparative price of bid under consideration.

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

Points will be allocated as follows:

Price	80
Points for B-BBEE (Max of 20):	20
B-BBEE status Level of Contributor	Number of Points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant contributor	0

- Certified Copy of BBBEE certificate or original sworn affidavit by the director or consolidated BBBEE certificates for joint ventures and consortiums.
- NB non-submission of BBBEE certificate will result in a bidder allocated zero points for BBBEE.





PRICE SCHEDULE

REQUEST FOR QUOTATION (RFQ) NUMBER: RFQ 335/2022

PLEASE NOTE:

- NO PRICE INCREASES WILL BE APPROVED AFTER SUBMISSION OF THE QUOTATION.
- PRICE CHANGES WITHOUT A SIGNATURE WILL LEAD TO THE DISQUALIFICATION OF THE QUOTATION SUBMITTED

ITEM NO	DESCRIPTION	PRICE
1.	Appointment of a service provider with CIDB grading of 2ME -5ME for inclusion of panel POP 03/2021:	
	Bidder to price BoQ attached and provide a quotation on bidders letterhead same as BoQ attached,	
SUB-TOTA	AL	
VAT		
TOTAL		

Conditions

- 1. All prices quoted must be exclusive of Value Added Tax (VAT).
- 2. Prices quoted must include delivery charges and goods must be delivered to the address indicated.
- 3. All prices submitted must be firm. * "Firm" prices are deemed to be fixed prices, which are only subject to the following statutory changes, namely VAT and any levy related to customs and excise.
- 4. Quantities are given in good faith and without commitment to the JPC.
- Vendors not registered for Value Added Tax with SARS will be treated as Non VAT vendors.

SIGNATURE:		
CAPACITY:		





DECLARATION OF INTEREST

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

No.	Information	Please provide detail
3.1	Full name of bidder or his or her representative	
3.2	Identity number	
3.3	Position occupied in the company (director, trustee, shareholder ²	
3.4	Company registration number	
3.5	Tax reference number	
3.6	VAT registration number	
Note	(The names of all directors / trustees / shareholder identity numbers and state employee numbers mu	
3.7	Are you presently in the service of the state?	Yes No
	If yes, please furnish particulars :	





No.	Information	Please	orovide deta	il ———
3.7.1	Name of director			
3.7.2	Service of state organisation			
3.8	Have you been in the service of the state for the	ne past twelve months?	Yes	No
	If yes, please furnish particulars:			
3.8.1	Name of director			
3.8.2	Service of state organisation			
3.9	Do you have any relationship (family, friend, or service of the state and who may be involved adjudication of this bid?		Yes	No
	If yes, please furnish particulars:			
3.9.1	Name of person in the service of state			
3.9.2	Relationship			
3.10	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?		Yes	No
	If yes, please furnish particulars:			
3.10.1	Name of person in the service of state			
3.10.1 3.10.2	Relationship			
		- '	Yes	No





No.	Information	Please pr	ovide detai	1
3.11.1	Name of director			
3.11.2	Service of state organisation			
3.12	Is any spouse, child or parent of the compan managers, principle shareholders or stakeho		Yes	No
	If yes, please furnish particulars:			
3.12.1	Name of director			
3.12.2	Name of relative			
3.12.3	Relationship			
3.13	Do you or any of the directors, trust shareholders, or stakeholders of this compar other related companies or business whether if yes, please furnish particulars:	ny have any interest in any	Yes	No
	ii yes, piease iuriisii particulars.			
3.13.1	Name of director			
3.13.2	Related company			





No.		Information	Please provide detail	
Note:	SCM Re	gulations:		
	"1In the	service of the state" means to be –		
	(a)	a member of –		
		(i) any municipal council;		
		(ii) any provincial legislature; or		
		(III) the national Assembly or the na	ational Council of provinces;	
	(b)	a member of the board of directors of any municipal entity;		
	(c)	an official of any municipality or munic	ipal entity;	
	(d)	an employee of any national or province public entity or constitutional institution Finance Management Act, 1999 (Act N	within the meaning of the Public	
	(e)	a member of the accounting authority	of any national or provincial public entity; or	
	(f)	an employee of Parliament or a provin	cial legislature.	
		eholder" means a person who owns share nagement of the company or business ar	es in the company and is actively involved in the company.	
		agomonicor are company or business ar	ila oxorologo control ovor tric company.	

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

Full Name	Identity Number	State Employee Number





5. I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.	
NAME OF REPRESENTATIVE	AUTHORISED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY





MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286;201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9. (1) prescribes that in the case of designated sectors, wherein the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9. (3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

Loca co

LC = 1 -
$$\frac{x}{y}$$
 x 100

Where:

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.







- 1.7. A bid will be disqualified if:
- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below, and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

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

Description of services, works or goods	Stipulated minimum threshold
	%
· · · · · · · · · · · · · · · · · · ·	%
	%







4. Does any portion of the services, works or goods offered have any imported content? YES / NO

4.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

Indicate the rate (s)of exchange against the appropriate currency in the table below:

Currency Rates of exchange

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

LEGAL EXECU (CLOSI IN RES	CONTENT DECLARATION BY CHIEF FILLY RESPONSIBLE PERSON NOMINATE ITIVE OR SENIOR MEMBER/PERSON WIE CORPORATION, PARTNERSHIP OR INSPECT OF BID No.	D IN WRITING BY THE CHIEF TH MANAGEMENT RESPONSIBILITY IDIVIDUAL)
transfer behalf of l, the ur do here	obligation to complete, duly sign and subn red to an external authorized representativ of the bidder. Indersigned,	e, auditor or any other third party acting on(full names),
entity), a) b) c)	the following: The facts contained herein are within my or I have satisfied myself that the goods/service above-specified bid comply with the minimum in the bid, and as measured in terms of SA The local content has been calculated using 1286, the rates of exchange indicated in pa figures:	wn personal knowledge. ces/works to be delivered in terms of the um local content requirements as specified TS 1286. g the formula given in clause 3 of SATS
	Bid price, excluding VAT (y) Imported content (x) Stipulated minimum threshold for Local	R R
	content (paragraph 3 above)	





If the bid is for more than one product, a schedule of the local content by product shall be Attached d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286. e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000). SIGNATURE:
request that the local content be verified in terms of the requirements of SATS 1286. e) I understand that the awarding of the bld is dependent on the accuracy of the Information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000). SIGNATURE: DATE:
WITNESS No. 1: DATE:
WITNESS No. 2: DATE:





DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	Но
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?	Yes	No
	(Companies or persons who are listed on this database were informed in writing of this restriction by the accounting officer / authority of the institution that imposed the restriction after the audi alteram partem rule was applied).		
	The Database of Restricted Suppliers now resides on the National Treasury's website www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page		
4.1.1	If so, fumish particulars:	-	





Item	Question	Yes	No
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)? The Register for Tender Defaulters can be accessed on the National Treasury's website www.treasury.gov.za by clicking on its link at the bottom of the home page.	Yes	No
4.2.1	If so, fumish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No

I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.	
NAME OF REPRESENTATIVE	AUTHORISED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY





CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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





CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:	
(Bid Number and Desc	cription)
in response to the invitation for the bid made by:	
(Name of Municipality / Mun	nicipal Entity)
do hereby make the following statements that I certify to be t	rue 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 authorised 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 authorised 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 organisation, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder





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

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







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

•••••	*********************
Signature	Date
Position	Name of Bidder

M NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				
	PRELIMINARIES				
	BUILDING AGREEMENT AND PRELIMINARIES				
	The JBCC Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described				
	The JBCC Principal Building Agreement contract data form an Integral part of this agreement				
	The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these bills of quantities, amended as hereinafter described				
	The contractor is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause				
	The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only				
	Where any item is not relevant to this agreement such item is marked N/A signifying "not applicable"				
	Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents				
	These Bills of Quantitties are provisional therefore all items are subject to remeasurement				
	PREAMBLES FOR TRADES				
	The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated descriptions utilised in these bills of quantities by inter alia referring to SANS construction standards. Where such preambles are not applicable (eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the Standard System of Measuring Building Work (seventh edition) for works within South Africa or the Standard Method of Measuring Building Work for Africa 2015 (first edition) for works elsewhere in Africa, represent the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications				
	The General Preambles for Trades 2017 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 General Preambles will be entertained				
	Supplementary preambles and/or specifications are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles				

TEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				
	PRELIMINARIES				
	The contractor's prices for all items throughout these bills of quantities shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications				
	STRUCTURE OF THIS PRELIMINARIES BILL				
	Section A: A recital of the headings of the individual clauses in the aforementioned JBCC Principal Building Agreement				1
	Section B: A recital of the headings of the individual clauses in the aforementioned JBCC General Preliminaries				
	Section C : Any special clauses to meet the particular circumstances of the project				
	PRICING OF PRELIMINARIES				
	Should the contractor select Option A in the contract data for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)				
	SECTION A: PRINCIPAL BUILDING AGREEMENT				
	Interpretation (A1-A7)				
1	Clause 1.0 - Definitions and Interpretation				
2	Pricing of bills of quantities				
	The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated on the summary page of these bills of quantities				
	Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained				
	Prices for all construction equipment, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary				
	Abbreviated descriptions				
	The items in these bills of quantities utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the contractor shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has				

EM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				
	PRELIMINARIES				
	Legal status of contractor				
	If the contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:				
	These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement				
	2. These persons shall notify the employer of their leader who has assigned authority to bind the contractor and each of these persons				
	3. The contractor shall not alter its composition or legal status without the prior written consent of the employer				
	F: V: T:	Item			
3	Clause 2.0 - Law, regulations and notices				
	F: V: T:	Item			
4	Clause 3.0 - Offer and acceptance F:V:	Item			
5	Clause 4.0 - Cession and assignment F:	Item			
6	Clause 5.0 - Documents				1
	Value Added Tax				
	Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT)				
	Priced document as specification Clause 5.4 is deemed to be deleted				
	The principal agent shall decide which portion of the priced document may be used as a specification of materials and goods or methods, if any ?				
	Electronic issue of drawings				
	All drawings for this project will be issued electronically and the contractor shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [5.6]				
	F:T:	Item			
7	Clause 6.0 - Employer's agents				
	Delegated authority may be dealt with in B 5.0 of the contract data.				
	Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA				
	1.1 Duties [6.2]: The architect is responsible for the architectural design, functional design and quality inspection of the works				
		I			:#

M NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	Bill NO. 1				
	POSI INGINI A PUES				
	PRELIMINARIES 1.2 Contract Instructions [6.2; 17.1]:				1
	1.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement				
	1.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works				
	1.2.3 The site [13.0]				
	1.2.4 Compliance with the law, regulations and bylaws [2.1]				
	1.2,5 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works				
	1.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]				
	1.2.7 Removal or re-execution of work				
	1.2.8 Removal or substitution of any materials and goods				
	1.2.9 Protection of the works				
	1.2.10 Making good physical loss and repairing damage to the works [23.2.2]				
	1.2.11 Rectification of defects [21.2]				
	1.2.12 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion				
	1.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums				
	1.2.14 Appointment of a subcontractor [14.0; 15.0]				
	1,2,15@Work by direct contractors [16.0]				
	1.2.16 On suspension or termination, protection of the works, removal of construction equipment and surplus materials and goods [29.0] ?				
	2, Quantity surveyor				
	2.1 Dutles [6.2]: The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the works				
	2.2 Contract Instructions [6.2; 17.1]:				
	2.2.1 No contract instructions delegated to the quantity surveyor				
	3. Civil and structural engineer				
	3.1 Duties [6.2]: The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality inspection of the works				

TEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				
	PRELIMINARIES 3.2 Contract Instructions [6.2; 17.1]:				
	3.2.1 Ectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement				
	3.2.2Elteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works				
	3.2.30he site [13.0]				
	3.2.4Eompliance with the law, regulations and bylaws [2.1]				
	3.2.5Erovision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works				
	3.2.68 pening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]				
	3.2.7 Termoval or re-execution of work				1
	3.2.8Bemoval or substitution of any materials and goods				1
	3.2.9Erotection of the works				
	3.2.10Making good physical loss and repairing damage to the works [23.2.2]				
	3.2.11Ectification of defects [21.2]				
	3.2.128 list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion				
	3.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums?				
	4. Mechanical engineer				
	4.1 Duties [6.2]: The mechanical engineer is responsible for all aspects of mechanical engineering design and quality inspection of the works? and, where appointed by the employer for quantity surveying services in respect of the mechanical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions				
	4.2 Contract instructions [6.2; 17.1]:				
	4.2.1 Electrification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement				
	4.2.2Elteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works				
	4.2.3Eompliance with the law, regulations and bylaws [2.1]				
	4.2.4Erovision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works				
	4.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]				

TEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				
	PRELIMINARIES				1
	4.2.6llemoval or re-execution of work				
	4.2.7Eemoval or substitution of any materials and goods				
	4.2.8Erotection of the works				1
	4.2.9Making good physical loss and repairing damage to the works [23.2.2]				
	4.2.10Electification of defects [21.2]				
	4.2.11 list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion				
	4.2.12Expenditure of budgetary allowances, prime cost amounts and provisional sums ?				
	5. Electrical engineer				
	5.1 Duties [6.2]: The electrical engineer is responsible for all aspects of electrical engineering design and quality inspection of the works? and, where appointed by the employer for quantity surveying services in respect of the electrical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions				
	5.2 Contract Instructions [6.2; 17.1] :				1
	5.2.1 Electification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement				
	5.2.2Elteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works				
	5.2.3Eompliance with the law, regulations and bylaws [2.1]				
	5.2.48 rovision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works				
	5.2.5®pening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]				
	5.2.68emoval or re-execution of work				
	5.2.7@emoval or substitution of any materials and goods				
	5.2.8@rotection of the works				
	5.2.9 Making good physical loss and repairing damage to the works [23.2.2]				
	5.2.10 Executification of defects [21.2]				
	5.2.118 list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion				

TEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				
	PRELIMINARIES				
	5.2.12Expenditure of budgetary allowances, prime cost amounts and provisional sums ?				
	6. Wet services engineer				
	6.1 Duties [6.2]: The wet services engineer is responsible for all aspects of wet services engineering design and quality inspection of the works				
	6.2 Contract instructions [6.2; 17.1]:				
	6.2.1 Dectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement				
	6.2.2Elteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works				
	6.2.38 compliance with the law, regulations and bylaws [2.1]				
	6.2.4B rovision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works				
	6.2.5®pening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]				
	6.2.6Bemoval or re-execution of work				1
	6.2.7Eemoval or substitution of any materials and goods				
	6.2.8@rotection of the works				
	6.2.98 laking good physical loss and repairing damage to the works [23.2.2]				
	6.2.10 Mectification of defects [21.2]				
	6.2.11E list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion				
	6.2.12Expenditure of budgetary allowances, prime cost amounts and provisional sums ?				
	7. Fire consultant				
	7.1 Duties [6.2]: The fire consultant is responsible for all aspects of rational fire design and quality inspection of the works				
	7.2 Contract Instructions [6.2; 17.1] :				1
	7.2.1 Ectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement				
	7.2.2Eiteration to design, standards or quantity of the works provided that such contract Instructions shall not substantially change the scope of the works				
	7.2.3Eompliance with the law, regulations and bylaws [2.1]				1

I NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				1
	PRELIMINARIES 7.2.4Erovision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works				
	7.2.5@pening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]				
	7.2.6Bemoval or re-execution of work				
	7.2.7 memoval or substitution of any materials and goods				1
	7.2.8Erotection of the works				
	7.2.9Making good physical loss and repairing damage to the works [23.2.2]				
	7.2.10Eectification of defects [21.2]				
	7.2.118 list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion				
	7.2.12Expenditure of budgetary allowances, prime cost amounts and provisional sums ?				
	8. Health and safety consultant				
	8.1 Duties [6.2]: The health and safety consultant is responsible for all aspects of health and safety of the works. Without derogating from the generality thereof, the health and safety consultant will perform the following specific functions and duties in respect of the health and safety aspects of the works. He shall:				
	8.1.1Ect as the employer's agent in terms of the Construction Regulations issued in terms of the Occupational Health and Safety Act,1993 as amended				
	8.1.2Erepare and update the health and safety specification for the works				
	8.1.3 Items are selected and safety plan for the works				
	8.1.4Earry out regular audits to ensure adherence to the safety plan and compliance with the act and regulations				
	8.1.5 Intop the execution of the works where the agreed specification or plan is not adhered to?				
	F:T:	Item			
	Clause 7.0 - Design responsibility				1
8	F:T:	item			
	Insurances and securities (AS-A11)				
	Clause 8.0 - Works risk				
9	F: V: T:	Item			

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				
	PRELIMINARIES Clause 9.0 - Indemnities				
10	F: V: T:	Item			
	Clause 10.0 - Insurances				
11	F:T:	Item			
12	Clause 11.0 - Securities				
	Extension of waiver of lien				
	The contractor shall ensure that a walver of lien is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times [11.10]?				
	F: V: T:	ltem			
	Execution (A12 - A17)				
13	Clause 12.0 - Obligations of the parties				
	Office accommodation The contractor shall provide, maintain and remove on practical completion air conditioned office accommodation with suitable tables and chairs for meetings to be held on the site. Such offices shall be kept clean and fit for use at all times [12.2.18]				
	Notice board The contractor shall erect in a position approved by the principal agent, maintain and remove on practical completion a notice board recommended by the South African Institute of Architects and as approved by the principal agent listing the names and logos of the employer, the contractor and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the principal agent for such notice boards to be erected [12,2,18]				
	Statutory and other notices				
	The contractor shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the works by the contractor. The contractor shall pay all deposits or fees in this regard	П			
	It is, however, specifically recorded that the employer shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto				
	F:T:	Item			
	Clause 13.0 - Setting out				
14	F:T:	Item			
15	Clause 14.0 - Nominated subcontractors				
	F: V: T:	Item			
16	Clause 15.0 - Selected subcontractors				

TEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				
	PRELIMINARIES F:T:	Item			
17	Clause 16.0 - Direct contractors Attendance on direct contractors In respect of direct contractors the contractor shall:				
	1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials				
	2. Allow the use of personnel welfare facilities, where provided				
	 Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation 				
	4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right, while it remains erected on the site [16.1]				
	F: V: T:	Item			
18	Clause 17.0 - Contract Instructions ? Site instructions Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor?				
	F: V: T:	Item			
	<u>Completion (A18 - A24)</u>				
19	Clause 18.0 - Interim completion	N/A			
	Clause 19.0 - Practical completion				
20	F: V: T:	Item			
21	Clause 20.0 - Completion in sections				
	F: V: T:	Item			
22	Clause 21.0 - Defects liability period and final completion				
	F: V: T:	Item			
	Clause 22.0 - Latent defects liability period				
23	F: V: T: T:	item			
24	Clause 23.0 - Revision of the date for practical completion Substitution of materials and goods The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [17.1.8; 23.1 & 2]				
	F:T:	Item			
	Clause 24.0 - Penalty for late or non-completion				
25	F:	Item	1		

SECTION 1 PRELIMINARIES & GENERAL BILL NO. 1 PRELIMINARIES Payment (A25 - A27) Clause 25.0 - Payment Prices submitted Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept	AMOUNT
PRELIMINARIES Payment (A25 - A27) Clause 25.0 - Payment Prices submitted Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept	
PRELIMINARIES Payment (A25 - A27) Clause 25.0 - Payment Prices submitted Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept	
Payment (A25 - A27) Clause 25.0 - Payment Prices submitted Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept	
Clause 25.0 - Payment Prices submitted Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept	
Prices submitted Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept	
progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept	
any such prices prior to the Issue of the certificate of final completion, it shall be in writing	
F: V:	
27 Clause 26.0 - Adjustment of the contract value and final account	
Cost of claims All costs incurred by the contractor in the preparation of claims shall be borne by the contractor. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this agreement [30.6 & 7] from making a determination on costs	
Claims from subcontractors The contractor shall review, assess and adjudicate any claims received by him from any subcontractor and thereafter submit same to the principal agent with a recommendation in order to assist the principal agent in adjudicating the claim [26.6]	
F: V:	
28 Clause 27.0 - Recovery of expense and/or loss Item	
Suspension and termination (A28 - A29)	
29 Clause 28.0 - Suspension by the contractor	
F:	
30 Clause 29.0 - Termination	
F:	
Dispute resolution (A30)	
Clause 30.0 - Dispute resolution	
31 F:	
32 Agreement	
The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties	
F:	
33 Contract data	

M NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				
	PRELIMINARIES Before submission of his tender the contractor is to complete the tenderer's selections in the contract data				
	F:T:	Item			
	SECTION B: GENERAL PRELIMINARIES				
	User note Amendments, modifications, corrections or supplements to the General Preliminaries in Section B should be recorded in the contract data				
	Should it be necessary to expand on any of the General Preliminaries clauses, the user should list the appropriate General Preliminary clause number and heading and insert the relevant provision under a suitable heading in bold as may be necessary				
	Definitions and Interpretation (B1)				
	Clause 1.1 - Definitions				
34	F: V: T:	Item			
	Clause 1.2 - Interpretation				
35	F:T:	Item			
	Documents (B2)				
	Clause 2.1 - Checking of documents				
36	F: V:	Item			
37	Clause 2.2 - Provisional bills of quantities				
38	Clause 2.3 - Availability of construction information				
	F:T:T:	item			
	Clause 2.4 - Ordering of materials and goods				
39	F:T:	Item			
	Previous work and adjoining properties (83)				
	Clause 3.1 - Previous work - dimensional accuracy				
40	F:T:	ltem			
	Clause 3.2 - Previous work - defects				
41	F: V: T:	Item			
	Clause 3.3 - Inspection of adjoining properties				
42	F: V: T:	Item			
	The site (B4)				

M NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BłLL NO. 1				
	PRELIMINARIES Clause 4.1 - Handover of site in stages				
43	F: V: T:	Item			1
44	Clause 4.2 - Enclosure of the works	item			
	Clause 4.4 - Encroachments				
45	F:T:	Item	i I		
	Clause 4.5 - Existing premises occupied				
46	F V T:	ltem			
	Clause 4.6 - Services - known				
47	F: V: T:	ltem			
	Management of contract (B5)				
	Clause 5.1 - Management of the works				
48	F: V: T:				
	Clause 5.2 - Progress meetings				
49	F:T:	ltem			
	Clause 5.3 - Technical meetings				
50	F:T:	ltem			
	Samples, shop drawings and manufacturer's Instructions (B6)				
	Clause 6.1 - Samples of materials				
51	F:T:	ltem			
	Clause 6.2 - Workmanship samples				
52	F:T:	ltem			
	Clause 6.3 - Shop drawings				
53	F:T:	Item			
	Clause 6.4 - Compliance with manufacturer's instructions				
54	F:T:	Item			
	Deposits and fees (B7)				
	Clause 7.1 - Deposits and fees				
55	F: V: T:	Item			
	Temporary services (B8)				

M NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				
	PRELIMINARIES				
	Clause 8.1 - Water				
56	F:T:T:	item			
	Clause 8.2 - Electricity				
57	F:T:	item			
	Clause 8.3 - Ablution and welfare facilities				
58	F:T:	ltem			
	Clause 8.4 - Communication facilities				
59	F:T:	Item			
	Prime cost amounts (B9)				
60	Clause 9.1 - Responsibility for prime cost amounts				
	Where details of materials for which prime cost amounts are to be allowed are readily available, the quantity surveyor may elect to insert the relevant prime cost amounts in measured items, which measured items shall contain sufficient detail for the contractor to price for fixing and installation, waste, etc				
	F:T:	item			
	Attendance on subcontractors (B10)				
	Clause 10.1 - General attendance				
61	F:T:	Item			
	General (B11)				
	Clause 11.1 - Protection of the works				
62	F: V: T:	item			
	Clause 11.2 - Protection/isolation of existing works and works occupied in sections				
63	F: V:	ltem			
	Clause 11.3 - Security of the works				
64	F: V: T:	Item			
	Clause 11.4 - Notice before covering work				
65	F:T:	item			
66	Clause 11.5 - Disturbance				

M NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				
	PRELIMINARIES				1
	Disturbance All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nulsance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the construction period or contract value whatsoever				
	F:T:	Item			
67	Clause 11.6 - Environmental disturbance				
	Controlling all forms of pollution The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the site during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc				
	The contractor is to ensure that all roads which border the site and are used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works				
	Clause 11.7 - Works cleaning and clearing				
68	F: V: T:	Item		10	
	Clause 11.8 - Vermin				
69	F:T:	item			1
	Clause 11.9 - Overhand work				
70	F:T:	Item			
	Clause 11.10 - Tenant Installations				
71	F: V: T:	Item			
	Clause 11,11 - Advertising				
72	F:T:	item			
	SECTION C: SPECIFIC PRELIMINARIES				
73	Warranties for materials and workmanship Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or executing the work and shall deliver same to the principal agent on final completion of the contract				
	The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of practical completion and that any defects that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written notice to do so				

I NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				
	PRELIMINARIES				
	The warranty will not be enforced if the work is damaged by defects in the execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor				
	F:T:	Item			
	Overtime Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the contractor unless the principal agent has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the employer				
74	F:Y:	Item			
	Cooperation of the contractor for cost management it is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the contract value does not exceed the budget				
75	F:V:T:	ltem			
	Overloading The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works eg scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense				
76	F:V:T:	Item			
	Propping of floors below The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor				
77	F:V:	Item			
	Testing of flat roof waterproofing for watertightness Flat roof waterproof areas shall be flooded and kept "ponded" for at least forty eight (48) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing				
78	F:V:	item			
79	Health and safety				1

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				
	PRELIMINARIES				
	Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations Issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [2.1]				
	The contractor shall: 1. Comply with the health and safety specification for the works 2. Prepare and agree with the health and safety consultant the health and safety plan for the works 3. Cooperate with the health and safety consultant in all respects 4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification 5. Conform to the conditions contained in the employer's health and safety specification				
	F: V: T:	item			
80	Broad based black economic empowerment (BBBEE) Tenders submitted will be evaluated taking into account their empowerment rating The employer will be monitoring the broad based black economic empowerment (BBBEE) status of the contractor throughout the execution of the works				
	The contractor is to submit to the principal agent on an a monthly basis a schedule of spend, split into vendors engaged as subcontractors and suppliers indicating their BBBEE rating including proof of the said rating				
	F:V:T:	Item			
	Advertising rights. The employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The contractor shall not prevent such an arrangement and will assist in the facilitation of same. The position and type of advertising structure to be agreed with the principal agent so as not to hinder the contractor in meeting his obligations under this agreement.				
81	F:V:	ltem			
	Confidentiality The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works. No information regarding this project shall be published or disclosed without the prior written consent of the employer.				
82	F:V:T:	Item			
	Media releases All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the employer. The contractor together with his subcontractors shall not, without the prior written consent of the employer, cause any statement or advertisement connected with this project to be printed, screened or aired by the media.				
83	F:V:Y:	Item			

M NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				
84	PRELIMINARIES Drawings on Site				
	The Contractor shall maintain on Site at all times, a complete set of the latest revisions of the working drawings issued by the Architect, the Engineer, and the Electrical Consultant				
85	F: V: T:	Item			
86	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 subcontractors on the works each day				
87	F: V:	ltem			
88	Scaffolding				
	No scaffolding is measured as these Bills of Quantities are based on the sixth edition of the Standard System for Measuring Building Work. However, the Tenderer is advised to study the drawings as scaffolding may be required in certain areas for use by himself and selected/nominated subcontractors and the contractor must establish or otherwise required by him or selected/nominated subcontractor including taking down and re-erecting as may be necessary and no claims whatsoever will be entertained				
89	F: V: T:	Item			
90	Plant Record				
	At the end of each week the contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works				
91	F: V: T:	Item			
92	Daywork				

M NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				
93	PRELIMINARIES Where in the opinion of the Principal Agent any extra work cannot properly be measured or valued, the Contractor will be allowed daywork prices therefore calculated upon the costs defined hereunder together with the stated percentages. The total thus arrived at shall be the total amount recoverable by the Contractor for performing such work The costs to the Contractor or sub-contractor of materials, being the net cost (at current market prices) actually paid for such materials after the deduction of cash discounts or if materials are supplied from the Contractor's or sub-contractor's stock then the cost of such materials shall be based upon the current market price plus the cost of delivery to Site; to which net cost 7,5% thereof shall be added. The cost of labour to the Contractor or sub-contractor, being all items of direct cost of labour actually remunerated to the workmen concerned which shall include the cost of all allowances in terms of the industrial Conciliation Act (where applicable) or any other wage determination applying in the area where the daywork is executed: to which labour cost 7,5% shall be added Hourly base rates for labour shall be the current market rates for labour based upon standard working hours and shall be applied in respect of the time spent by workers directly engaged on the particular day works including any operators mechanical plant and transport and erecting and dismantiling other plant. If a claim is made that individual workmen have been paid wages and allowances in excess of the minimum legalised rates, then proof must be furnished that such workmen had been so paid prior to the commencement of the daywork referred to 3. The rate for mechanical plant shall be commercial hire rates current at the time of executing the daywork and shall include fuel and insurance costs The above percentages shall cover head office charges; Site staff including Site supervision; third party and Contractors workmen compensation and unemployment insurance fund contributions; use, r				
94	Unauthorised Persons/Workmen on Premises The Contractor shall at all times strictly exclude all unauthorized persons from the site and shall set up notice boards to that effect	CONT			
95	Financial Vision Vision I Time	item			
96	Guarantees and Maintenance instructions/Manuals				
	The Contractor shall obtain and hand over to the Architect on Practical Completion, all relevant guarantees, any operating and maintenance manuals, data or instructions required by the Architect or provided by the Manufacturers, Suppliers, or Subcontractors The Contractor shall ensure that all warranties and guarantees received are fully ceded to the Employer on Final Completion, falling which the release of the Construction Guarantee will be withheld until this is satisfactorily completed				
97	F; V:, T: T:	Item			
98	Removal and Making Good of Temporary Works, etc. on Completion				
	The Contractor shall remove all temporary works, roads, services and the like used for this contract and shall make good to the entire satisfaction of the Architect any damages resulting there from				
99	F: V: V:	Item			
100	Indemnities				

M NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				
	PRELIMINARIES Indemnities shall be sought by the Architect from all Contractors and Sub-contractors undertaking any design responsibility				
101	F: V: T:	item			
102	Location of Temporary Buildings and Temporary Services				
	The Contractor shall provide all necessary temporary works, including temporary roads, tracks, crossings, hardstanding, and services, etc., required for his own Sub-contractors use during the construction and maintenance period There is no guarantee given or implied that site conditions will be such that the Contractor will be able to erect such offices, stores and temporary accommodation within the site boundaries and it shall be the Contractors responsibility to adopt whatever measures he deems necessary in this regard and to obtain all necessary permission and pay all costs in connection therewith				
103	F: V: T:	ltem			
104	Shop Drawings				
	The term 'Shop Drawings' shall mean drawings, jayout drawings, illustrations, schedules, performance charts, brochures, operating manuals, other data which are prepared by the Contractor or Sub-contractor, Manufacturer, Supplier or Distributor and which illustrate some portion of the work The Contractor shall ensure that all shop drawings required for the work in terms of this Contract, all selected/nominated Sub-contracts and/or Architect's instructions, are prepared and submitted timeously in accordance with the following procedure Three prints of shop drawings of all fabricated work, working or setting out drawings, shop details and schedules shall be submitted to the Architect for approval. Such work shall not be carried out until such approval has been given Shop drawings shall be submitted to the Architect for approval at least two weeks prior to the date on which such approval is required in order to comply with the Contract Programme (All submissions shall be prepared in accordance with the Contract Drawings and specifications and/or any Architect's instructions and any deviation shall be specifically highlighted in writing, with a detailed explanation of the reason for such deviation, together with any cost and/or time implication Delays in approval of shop drawings due to non-compliance with drawings, specifications and/or Architect's instructions shall not constitute grounds for any claims for delays				
105	F: V: T: T	Item			
106	Commodities to be New				
	All commodities, goods, articles or materials throughout the building are to be new except where re-use of existing is specified and are to be handled, stored, used and/or fixed with care to ensure that they are in perfect condition when incorporated into the works and thereafter properly protected so as to ensure that they are likewise in perfect condition when handed over at completion of the works				
107	F: V: T:	Item			
108	Cost of Claims				1

TEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				
	PRELIMINARIES Costs incurred by the Contractor in the preparation of claims accepted by the Principal Agent shall be borne by the Contractor				
109	F: V: T:	Item			
110	Transformation and Empowerment Requirements				
	The contractor shall take all necessary measures to comply with the document titled: Empowerment Breakdown of 15 point, compiled by Joburg Property Company, and make adequate provision to accommodate the requirements relating to job creation, job intensity, training and development, local SMME utilisation, local material utilisation, enterprise development, etc. as detailed in the above document				
111	F: V: T:	ltem			
	SUMMARY OF CATEGORIES				
	Category: Fixed R				
	Category : Value R				
	Category : Time R				
ARRIED TO	SUMMARY			8	

JOBURG PROPERTY COMPANY (SOC) LTD METRO MALL REFURBISHMENT SECTION 1: PRELIMINARIES GENERAL

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	Carried to Summary		R	-

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 2: PROVISIONAL SUMS & BUDGETARY ALLOWANCES				
	BILL NO. 1				
	PŔOVISIONAL SUMS				
	PREAMBLES				
	The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by Inter alia referring to SANS construction standards.				
	SUPPLEMENTARY PREAMBLES				
	<u>General</u>				
	Work for which budgetary allowances are provided will be measured and valued in accordance with the relevant building agreement building contract and deducted in whole or in part if not required without any compensation for loss of profit on the said allowances Prime cost amounts and provisional sums are net. Prime cost amounts shall include for delivery to site of all articles concerned Provisional sums are for material and equipment supplied and installed complete by firms of specialists				
	<u>Profit</u>				
	Where stated, the contractor may allow for profit if required				
	General attendance on nominated/selected subcontractors				
	The Item "attendance" which follows each provisional sum for nominated/selected subcontractors' work, shall be deemed to cover all the contractor's costs incurred in providing free of charge to the nominated/selected subcontractors the contractor's duties as described in clause 12.2 of the JBCC N/S Subcontract Agreement				
	Special attendance on nominated/selected subcontractors				
	Where "special attendance" such as unloading, storing, placing in position, providing special power supplies, specific hoisting, cranage and scaffolding requirements, provision of temporary casing and/or other specific protection of the works, special security and clearing away rubbish is required, a separate item describing the specific requirements in detail is to be provided for the pricing of such requirements				
	<u>Builder's work</u>				
	Builder's work in connection with specialist services is given elsewhere in these bills of quantities				
	BUDGETARY ALLOWANCES				

EM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 2: PROVISIONAL SUMS & BUDGETARY ALLOWANCES				
	The items described hereunder cover work which is not fully defined at tender stage and which is intended to be executed by the Contractor and/or his Sub-Contractors. The amounts shown shall be used as directed by the Representative/ Agent and shall be deducted in whole or in part if not required				
1	Allow the amount of R200 000.00 (Two Hundred Thousand Rand) for sundry builders work. This work shall be measured on completion and priced at scheduled rates	SUM	1		
	PROVISIONAL SUMS				
	COMMUNITY LIAISON OFFICER				
5	Provide the amount of R72 000.00 (Seventy Two Thousand Rand) for for the community liaison officer	ltem	1		
6	Profit	%ІТ	1		
7	Allow for general attendance	%ІТ	1		
	COMMUNITY PARTICIPATION CONSULTANT				
8	Provide the amount of R60 000.00 (Sixty Thousand Rand) for the community participation consultant	ltem	1		
9	Profit	%ІТ	1		
10	Allow for general attendance	%іт	1		
	HVAC				
11	Provide the amount of R1 500 000.00 (One Million Five Hundred Thousand Rand) for the Administration block HVAC installation	ltem	1		
12	Profit	%ІТ	1		
13	Allow for general attendance	%ІТ	1		
DIED 7/	SUMMARY		R		

	SECTION SUMMARY			
1	BILL NO. 1	Page		-
	Carr	led to Final Summary	R	-

				LIMAL SOMMIAN
	FINAL SUMMARY			
1	Preliminaries and General	Page		-
3	Provisional Sums	Page		-
	Sub Total	ST		-
	Contingency			
	Provide the sum of 10% for contingencies to be used as directed and deducted in whole or in part if not required		10%	-
	Sub Total	ST		-
1	Add: Value Added Tax (15%)	TAX	15%	-
	Carried to Form of Tender			-