



Operates as a Municipal Entity of



Bid Number – 00408/26

Construction Of a Podcast Studio at Joburg Theatre

Company Name : _____

Company Representative : _____

Closing Date : 31 August 2026

BID No.	00408/26
DESCRIPTION	Construction Of a Podcast Studio at Joburg Theatre
TENDER DOCUMENTS	Tender documents are available in PDF format at no cost on the e-tender portal (www.etenders.gov.za) or JCT website (www.joburgcitytheatres.com).
COMPULSORY BRIEFING	21 August 2026 @ 11:00 Joburg Theatre, 163 Civic Boulevard, Braamfontein <i>NB: Any bidder who arrives 15 minutes late for a compulsory briefing session will not be allowed to partake in the bidding process</i>
CIDB GRADE	It is estimated that tenderers should have a CIDB contractor grading designation of 2GB or higher
CLOSING TIME AND DATE	31 August 2026@ 12h00 Joburg Theatre, 163 Civic Boulevard, Braamfontein
DELIVERY DETAILS:	To be deposited in the “Tender box” situated at the Reception Area, 1st Floor of Joburg Theatre, 163 Civic Boulevard (previously Loveday Street), Braamfontein (Opposite Metro Centre), sealed in an envelope externally endorsed with the Bid number and Bid description.
TELEGRAPHIC/ POSTAL/ FAX & EMAIL BIDS	Will not be accepted
LATE SUBMISSIONS	Will not be accepted
CONTACT PERSON	All enquiries concerning this bid should be addressed to:- Email: ntombizodwa@joburgtheatre.com or kea@joburgtheatre.com

Certificate of Authority for Signatory

Signatories for closed corporations, partnerships and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or the board of directors or partners, as the case may be.

"By resolution of the board of directors taken on (date)_____

Mr / Ms _____ has been duly authorized to

sign all documents in connection with the tender for contract No. _____

and any contract which may arise therefrom on behalf of (Tenderer)

Signed _____ Date_____

Name _____ Position _____

Tenderer _____

Certificate Of Attendance of Compulsory Site Visit

This is to certify that (Bidder)

of (address)

was represented by the person(s) named below at the compulsory site visit held for all bidders at Joburg Theatre.

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person attending the meeting:

Name: Signature:

Capacity:

Attendance of the above person at the meeting is confirmed by the Employer's agent, namely:

Name: Signature:

Capacity: Date and Time:

Certificate Of Authority for Joint Ventures

This Returnable Schedule is to be completed only if the Bidder is a joint venture.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorise Mr/Ms, authorised

signatory of the company, close corporation or partnership.....

..... acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

Note: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be attached to this Schedule. The agreement should reflect the following information.

- i) Company registration number for each partner
- ii) Authorised signature for each partner
- iii) % share for each partner
- iv) Address for each partner

SIGNED BY/ON BEHALF OF BIDDER:

Name: Signature: Date:

Record Of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:	
NO	Title or Details
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

If there is insufficient space above, the bidder may append additional sheets.
Number of additional sheets

appended by the bidder to this Schedule (If nil, enter NIL)

Signed _____

Date_____

Name _____

Position _____

CHECKLIST

BID NO: _____

PLEASE USE THE CHECKLIST TO CONFIRM THAT ALL REQUIRED DOCUMENTS HAVE BEEN COMPLETED, SIGNED, WHERE APPLICABLE, AND ATTACHED TO THE QUOTATION.

FAILURE TO SUBMIT ANY COMPULSORY DOCUMENT OR REQUIRED INFORMATION, WHERE SUCH NON-SUBMISSION IS EXPRESSLY STATED AS DISQUALIFYING IN THE QUOTATION DOCUMENT, MAY RESULT IN THE QUOTATION BEING DISQUALIFIED.

DESCRIPTION	Yes /no
Returnable documents required for tender evaluation purposes	
MBD 1 -Invitation to Bid	
Certificate of Attendance of Site Meeting	
Authority to Sign Documents	
Record Of Addenda to Tender Documents	
MBD 2 -Tax Clearance Certificate Requirements	
MBD3.1 - Pricing and Delivery Schedule	
MBD4- Declaration of Interest	
MBD 6.1- Preference Points Claim Form in terms of PPPFA 2022 regulations	
MBD 8- Declaration of Bidder's Past Supply Chain Management Practices	
MBD9- Certificate of Independent Bid Determination	
Additional Documents to be provided by the Bidder and attached to his/her tender	
Provides proof of its entity's registration documentation (e.g., CIPC) indicating the date of registration/incorporation, and a list of directors, partners, and members and share certificates	
Provide proof of current and valid SARS Tax Pin and VAT registration certificate. Provide rationale if not VAT registered.	
Provide a National Treasury Centralised Supplier Database (CSD) registration summary report (report should not be older than 30 days)	
Provide a Valid certified copy of B-BBEE certificate / In the case of EME's a Sworn Affidavit on DTI template.	
Provide a current or latest Municipal Rates and Taxes invoice for the Tenderer's office/premises (not in arrears for more than 90 days) or Where a bidder does not own the premises, they reside in, they must provide a certified lease agreement together with the utility bill statement (payments made according to the lease agreement) (not in arrears for more than 90 days) NB: Where the Tenderer operates from their residential address (where they live), an affidavit confirming this arrangement must be provided. Please note the address should be the same as the one disclosed in the CSD or CIPC	

Provide Municipal Rates and Taxes Invoice for All the Directors (as per CIPC document) of the Company OR Original Certified Copy of Lease Agreement and statement of accounts OR Affidavit Certified by the SAPS only if business is conducted in director's premises. (Not in arrears for more than 90 days)	
Current audited annual financial statements , where the bidder is legally required to have its annual financial statements audited; or where the bidder is not legally required to prepare audited annual financial statements, the bidder must submit its most recent annual financial statements together with a Public Interest Score (PIS) calculation.	
Letter of good standing from the Compensation Fund or a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Disease (COIDA) Act No. 130 of 1993.	
Provide Certified copies of South African Identity Documents or Valid Passports of Members, Directors or owner (Copy with original stamp).	
Valid CIDB registration with a minimum grading of 2GB or higher	
Detailed brochure(s) of all services offered shall be presented together with this bid documents	
Joint Venture Agreement (where applicable)	
Proof of attendance at a compulsory briefing session	
Functionality	
Relevant Company Experience	
Project Implementation and Construction Methodology	
Experience of Key Personnel	
Project Programme and Completion Period	
Quality Assurance and Testing Plan	
Other	
Detailed Quotation (on company letterhead)	
Any additional bidder information not mentioned above	

Signature _____

SECTION 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (JOBURG CITY THEATRES)					
BID NUMBER:	00408/26	CLOSING DATE:	31 August 2026	CLOSING TIME:	12h00
DESCRIPTION	Construction Of a Podcast Studio at Joburg Theatre				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
Sealed quotations marked with the reference no: must be placed in the <u>Tender Box</u> at Joburg Theatre Complex, 01st Floor, Loveday Street, Braamfontein.					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		CSD No:		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Supply Chain		CONTACT PERSON		
CONTACT PERSON	Keabetswe Senne		E-MAIL ADDRESS		
E-MAIL ADDRESS	kea@joburgtheatre.com		TELEPHONE NUMBER		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.										
2. TAX COMPLIANCE REQUIREMENTS										
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"><tr><td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td><td style="width: 30%; text-align: right;">☐ YES ☐ NO</td></tr><tr><td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td><td style="text-align: right;">☐ YES ☐ NO</td></tr><tr><td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td><td style="text-align: right;">☐ YES ☐ NO</td></tr><tr><td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td><td style="text-align: right;">☐ YES ☐ NO</td></tr><tr><td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td><td style="text-align: right;">☐ YES ☐ NO</td></tr></table> IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO									

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

Instructions to Bidders

A. BID DOCUMENTS

Rules for Bidding

- JCT is not bound to accept any of the proposals submitted and reserves the right to call for presentations from short-listed bidders before final selection.
- JCT reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, at any stage of completion should JCT decide not to proceed with the bid.
- JCT also reserves the right to appoint any other person to undertake any part of the tasks.
- The service provider must be a single legal entity with all other necessary expertise secured. JCT will enter into a single contract with a single entity for the delivery of the work set out in these bid documents.
- The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately.
- The service provider and its affiliates are disqualified from providing goods, works and services to any private party to this Agreement, or any eventual project that may result, directly or indirectly from these services.
- JCT reserves the right to return late bid submission unopened.
- Should the contract between JCT and the service provider be terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee bid by the service provider for the appropriate phase of the project during which the appointment was terminated.
- Bids must be submitted with all official Bid Forms that are contained within this tender document and duly completed.
- Bids must be delivered at the correct address location that is indicated in the tender document, and must be delivered timeously, as late bid submissions will NOT be accepted for consideration.
- Late submissions will not be accepted under any circumstances. The tender box shall be locked at exactly 12:00 Noon and tenders arriving only a second after 12:00 or any time thereafter **will not** be accepted under any circumstance. Tenderers are therefore strongly advised to ensure that their tenders when dispatched allow enough time for any unforeseen events that may delay the delivery of the tender.

The Tender, including the returnable address, must be submitted in a sealed envelope, marked with:

- 1) Tender Number and Description
- 2) The Name and Address of the Tenderer

- This Bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations of 2022, the General Conditions of Contract (GCC) as listed in this document and, if applicable, any other special conditions of contract as specified.

- Each party to a consortium/ sub-contractors must submit a separate original and valid Tax Clearance Certificate.
- Failure to submit completed documents with the tender proposal may invalidate the tender proposal.
- Failure to submit a valid BBBEE Certificate will result in zero preference points being awarded for BBBEE.
- Tender forms contained within the Tender Document requesting information have been drawn up so that certain essential information is furnished in a specific manner and format. Any additional particulars should be furnished on this document where appropriate, or in a separate annexure.
- This tender document, together with associated forms and annexures, may NOT be retyped or re-drafted.
- **This tender document, together with associated forms and annexures, may NOT be filled in by means of mechanical devices. A black ink pen should be used to fill in this tender document.**
- Bidders should check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated
- The tender price shall be open for **acceptance for a period of at least 120**
- **calendar days after the closing date of the tender.** It should be noted that Tenderers may offer a shorter validity period, but their bid may in that event, be disregarded for such a reason. Tenderers shall clearly state whether or not prices will remain firm for the duration of the contract. Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange of variations) will not be considered. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- Failure to have the Price declaration of this tender document signed by a duly authorized person will constitute non-commitment by the bidder of the tender price, and **the bid will be invalidated.**
- All prices shall be quoted in South African currency and be **VAT inclusive.**
- JCT reserves the right to only accept part of the submitted bid by a supplier.
- JCT reserves the right to withdraw this tender.
- Unless specifically provided for in the tender document, no tenders will be considered if submitted or transmitted by telegram, telex, facsimile, e-mail or similar apparatus.
- It should be noted that JCT reserves the right to accept or reject any tender proposal without being obliged to give any reasons in this respect.
- The bidder's **company letterhead** must be used for the proposal's cover letter and reflect the company name, address and contact details.
- The correct Tender reference number (See the front page of this BID for the Tender Number) must be quoted and the bidding company's name must appear on all pages of the proposal.
- **Responsiveness criteria of submissions :** No Tender will be considered by JCT unless it meets the following responsiveness criteria:

- a. The Tender must be properly received in a sealed envelope clearly indicating the **description** of the service or goods and the Tender number for which the Tender is submitted.
- b. The Tender must be **deposited in the relevant Tender box** as indicated on the notice of the Tender on or before the closing date and time of the Tender.
- c. The official Tender document must be **fully completed** in black ink pen. Where information requested does **not** apply to the Tenderer and **the space is left blank**, it will be **deemed** to be **not applicable**.
- d. All requested relevant and/or additional documentation **must** be submitted with the Tender on or before the closing date and time.
- e. The Tenderer **must** be in **good standing** to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).
- f. Complies with the **requirements of the Specification**.
- g. Adheres to **Pricing Instructions**.
- h. Complies in full and observes the requirements of the **Notice to Tenderers (if applicable)**.
- i. In addition to the terms and conditions stipulated in this document, for the Tender to be considered responsive, the Tenderer **must** submit the following Tender information:
 - A fully completed and signed Tender Form;
 - The Tenderer's Details;
 - The necessary document authorising the Representative to sign and submit the Tender on the Tenderer's behalf;
 - The Declaration by Tenderer

Registration on the CSD

Potential service providers **must** be registered on the CSD administered by National Treasury at the time of submitting this bid. Bidders that are not yet registered can register on-line at www.csd.gov.za

Grounds for Disqualification

Joburg City Theatres reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:

1. Bidders who do not submit a **valid Tax PIN** issued by **SARS**, on the closing date and time of the bid.

2. bidders who submitted *incomplete information and documentation* according to the requirements of this Bid
3. bidders who submitted *information that is fraudulent, factually untrue or inaccurate*, for example memberships that do not exist, BEE credentials, experience, etc.;
4. bidders who received information not available to other vendors through fraudulent means; and/or
5. Bidders are reminded that *all alterations in the bid document must be signed in full* by the bidder's authorised signatory and an accompanying letter on the bidder's official letterhead must be provided indicating such alterations.
6. This bid, correctly endorsed is to be addressed to Joburg City Theatres and must be deposited into the tender box at the time and date shown herein. Under no circumstances will late tenders be accepted.
7. The bid document is to be completed in **black ink pen** and in full. It is not to be retyped at all.
8. The bid document is to be *submitted in full in the same order as issued* with all sections attached.
9. Joburg City Theatres will not award the tender to any firm that cannot provide proof to substantiate its successful completion of a *minimum of 5 projects of similar size and nature*.
10. Proposal that do not meet Joburg City Theatres' requirements shall be considered as unsuitable and non-responsive and shall be rejected.
11. Bidders are required to *cost for all the items as required*. If not, the proposal will be rejected as non-responsive.

Notice to Bidders

The costs of preparing the proposal, negotiation and any other engagement pursuant to this bid shall be for the sole account of the bidder and shall not be reimbursed by Joburg City Theatres under any circumstances.

Joburg City Theatres reserves the right to amend, modify or withdraw the BID in part or *in total* including terminating any associated proceedings at any time, without prior notice to the bidders and without liability to compensate or reimburse any person in relation thereto.

Joburg City Theatres' reserves the right to accept or reject any of the proposals submitted; and shall be under no obligation or bound to do so.

Joburg City Theatres reserves the right to adopt any submission by any Bidder(s) and to include information therein into other procurement documentation of Joburg City Theatres without compensation to the authors of such information.

Amendment of Bid Documents

At any time prior to the deadline for submission of bids, JCT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by amendment.

All prospective bidders who have received the bid document will be notified of the amendment in writing and same will be binding on them.

In order to allow prospective bidders reasonable time in which to take the amendment(s) in account in preparing their bids, JCT at their discretion, may extend the deadline for the submission of bids.

B. PREPARATION OF BIDS

Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and JCT shall be written in English.

Bid Price

- The Tenderer shall supply all the price information required in the price schedule, failure to do so shall invalidate the Tender.
- No claim for price escalation will be considered unless it is specifically stated that this Tender is subject to adjustment. Failure to complete this clause will result in the Tender prices being deemed to be firm.
- Notwithstanding anything to the contrary contained in JCT's Conditions of Tender, Memorandum of Agreement or the Price Schedule, any claim for an increase in the Tender prices herein quoted shall be submitted in writing.
- The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 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.
- Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of statement by the supplier.
- Payment will be made in Rand unless otherwise stipulated.
- All prices must include Value Added Tax.
- All tax invoices submitted by the Bidder must show the Value of the supply, the amount of tax charged and the consideration for the supply.
- All price(s) must be net with all discounts and settlement discount already deducted.
- Price(s) must include cost of supply, transport of personnel delivery and off-loading (if applicable).
- Price(s) must include cost of all labour, equipment, delivery of labour to site, materials

- etc. and without any extra or additional charges to Joburg City Theatres whatsoever.
- Any and all alterations to the bid price must be signed in full by the bid's authorized signatory and an accompanying letter from bidder on their official company letterhead will indicate such alterations. Failure to this will disqualify the bid

Period of Validity of Bids

- Bids shall remain valid for 120 days after the closing date of bid prescribed by JCT. A bid valid for a shorter period shall be rejected by JCT as non-responsive.
- In exceptional circumstances, JCT may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will not be required nor permitted to modify its bid.

Closing date of Bids

- Bids must be received by JCT at the address specified in the bid document. In the event of the specified date for the submission of Bids being declared a holiday, the Bids will be received up to the appointed time on the next working day.
- JCT may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of JCT and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Late Bids

Any bid received by JCT after the deadline for submission of bids prescribed by JCT, will be rejected and/or returned unopened to the Bidder.

Modification and Withdrawal of Bids

- The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by JCT prior to the deadline prescribed for submission of bids.
- The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause 6. A withdrawal notice may also be sent by fax, followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- No bid may be modified subsequent to the deadline for submission of bids.
- No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the Bidder on the bid form.

Certified Copies/Commissioner of Oaths Certification

Where certified copies of documents are specifically required in the Bid Data or Returnable Documents, the bidder shall submit certified copies of such documents together with its bid submission.

Unless otherwise stated in the bid, all certified copies shall:

- Be certified by a Commissioner of Oaths;
- Be clear, legible and complete;
- Not be older than **three (3) months (90 days)** from the bid closing date.

Failure to submit certified copies where expressly required may render the bid **non-responsive** or result in the bidder being requested to clarify or submit the required documentation, where permitted in terms of the applicable procurement legislation, regulations and the Employer's Supply Chain Management Policy.

Note: The Employer reserves the right to verify the authenticity of all documents submitted and to request the originals for inspection at any stage of the procurement process. Any false declaration or fraudulent documentation may result in disqualification, cancellation of any award, and any other action permitted by law.

Improper Lobbying /Interference

Any prospective Bidder who is found to have lobbied an official or Councillor in respect of bid application including any other business with Joburg City Theatres will face the following charges:

- Immediate disqualification.
- Blacklisted against any bid in future.
- Company name will be given to all Local Authorities about the conduct.”

No relaxation, indulgence or waiver granted by Joburg City Theatres to the Bidder shall in any way operate as an estoppel against Joburg City Theatres in the exercise by it of its right hereunder.

Requirements to Submit Proposals

- All schedules in this document must be populated and will form part of the quotation
- A completed Joburg City Theatres supplier registration application form which is available for download from Joburg City Theatres’ website (www.joburgtheatreptyltd.co.za). Alternatively, if the supplier is registered on the JCT database, then the service provider need only submit all the mandatory documents with this application.

- The contractor will need to provide examples /references of similar such works performed.

C. BID OPENING AND EVALUATION OF BIDS

Opening of Bids

- The bidder's names, bid modifications or withdrawals and such other details as JCT at its discretion may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids.
- Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

Clarification of Bids

During evaluation of bids, JCT may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing.

Evaluation Criteria

Bidders will be evaluated based on the information as contained in their Submissions, and this may be further supplemented by presentations and clarification information as may be requested from the Bidders.

Evaluations will as far as possible be based on evaluation templates prepared by Joburg Theatre's evaluation committees prior to opening of Submissions. The criteria set out in the document shall be applicable and may not be altered after the Submissions have been opened unless it is clear that such alterations will not disadvantage any Bidder or give an unfair advantage.

Submissions will be evaluated and the Contract awarded in accordance with the SCM regulations, MFMA, Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2022 and other applicable legislation, the General Conditions of Contract (GCC) and if applicable, any other special conditions of contract.

The bid will be evaluated on the following stages:

- 1. Mandatory Administrative Requirements (Responsiveness);**
- 2. Functionality Evaluation (Scored Evaluation); and**
- 3. Price and Specific Goals,** in accordance with the Preferential Procurement Regulations, 2022, applicable to the Preferential Procurement Policy Framework Act (PPPFA), where applicable.

D. AWARD OF CONTRACT

Period of Contract

The successful applicant will be hired by JCT for a once-off period.

Acceptance of Bid

A valid and binding Contract and/or Service Level Agreement with the successful Bidder will be concluded immediately following the time that Joburg City Theatres emails / delivers a letter of acceptance of this bid to the Bidder.

Local Office

In order to be considered for an appointment in terms of this bid, bidders must have an office within the Johannesburg Municipality. The address of this local office must be indicated on the **SERVICE PROVIDERS INFORMATION** below and which will be regarded as the domiciliumcitandietexecutandi for the purpose of any contract or service level agreement arising from this bid submission.

Warranty

- 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 JCT'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.
- Provide a 5-year manufacturer's warranty covering defects in materials and workmanship excluding normal wear and tear.
- This warranty shall remain 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.
- JCT shall promptly notify the supplier in writing of any claims arising under this warranty.
- Upon receipt of such notice, the supplier shall, with the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to JCT.
- If the supplier, having been notified, fails to remedy the defect(s) within the period specified, JCT 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 JCT may have against the supplier under the contract.

Contract Amendments

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

Enhancement in Rates

The tender rates shall be taken to be firm and the supplier shall not be entitled to any price variation or escalation.

Assignment

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

Delays in the Supplier's Performance

1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by JCT in the contract.
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 JCT in writing of the fact of the delay, its likely duration and its cause(s).
3. As soon as practicable after receipt of the supplier's notice, JCT shall evaluate the situation and may at its 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.
4. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authority.
5. 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.
6. Except as provided under GCC clause 3.25, a delay by the supplier in the performance of its delivery obligations shall procure the supplier liable to the imposition of penalties, pursuant to GCC clause 3.22, unless an extension of time is agreed upon pursuant to GCC clause 3.21.2 without the application of penalties.
7. Upon any delay beyond the delivery period in the case of a supplies contract, JCT 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.

Penalties

Subject to GCC clause 3.25, 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, JCT 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. JCT may also consider termination of the contract pursuant to GCC clause 3.23.

Indemnity

- The Contractor agrees that the occupational use of JCT's premises and buildings shall be at his own risk, and that he acknowledges the risks and dangers inherent therein.
- The Contractor furthermore acknowledges that JCT and / or its employees shall not be liable or responsible for any loss, liability, damages, accident or injury, whether fatal or otherwise, of whatsoever nature and howsoever arising, whether directly from the permission granted by JCT to execute certain events or otherwise, including but not limited to, the use of the premises and / or buildings, and indemnifies JCT and/or its employees against all and any loss of / or damage to property, or injury or death, and any claim for such loss, damage, injury or death, from any cause whatsoever and howsoever arising, which may be suffered in this regard.
- The Contractor and / or its officers, employees, agents, concessionaires, suppliers, Contractors or customers shall not have any claim of any nature against the JCT for any loss, damage, injury or death which any of them may directly or indirectly suffer (whether or not such loss, damage, injury or death is caused through negligence of JCT or its agents or employees) or for:
 - any latent or patent defect in the premises;
 - a fire on the premises;
 - a theft from the premises;
 - the Premises or any part thereof being in a defective condition or state of disrepair;
 - force majeure of *causus fortuitus* or any other cause either wholly or partly beyond the JCT's control;
 - the use of the services offered on the premises;
 - consequential loss howsoever caused;
 - any loss or damage whether to persons or property caused by riots, civil commotion, insurrection or actions taken by the Contractor or JCT to mitigate the effect of / or prevent the aforesaid; and any other cause whatsoever.
- Save for any willful acts or omission or gross negligence by JCT, its officers, employees, agents, concessionaires, suppliers and Contractors, the Contractor indemnifies JCT and

holds it harmless from and against all claims, actions, damages, liability and expense in connection with loss of life, personal injury and / or damage to property arising from or out of any occurrence in, upon or at the premises or the occupancy or use by the Contractor of the premises.

Insurance

- Without limiting the obligations of the Contractor in terms of this Agreement, the Contractor shall effect and maintain the following insurances, covering:
 - ✓ Public liability insurances, in the name of the Contractor, covering the Contractor and JCT against liability for the death of / or injury to any person, or loss of / or damage to any property, arising out of / or in the course of this agreement.
 - ✓ The Lessee shall insure all its own possessions and equipment kept on the premises, in its own name.
- In the case of an occurrence giving rise to claim (and in accordance with the directives of the insurer), the Contractor shall proceed in the following manner:
 - ✓ Over and above any statutory and / or other requirements contained in the conditions of this agreement, JCT must immediately be notified telephonically (and confirmed by means of a telefax or email) of the circumstances, nature and estimate of the loss or damage; and
 - ✓ Any claim settlement shall be subject to the approval of both JCT and the Contractor.
 - ✓ JCT reserves the right to make enquiries regarding the cause and result of any such occurrence giving rise to a claim, and the Contractor shall assist JCT in this regard.
 - ✓ All insurance must remain in force for the duration of this agreement.
 - ✓ Should the Contractor fail to arrange insurance or to maintain it, JCT shall be entitled to arrange for such insurance and to maintain it, and pay the premiums, as may be necessary. Amounts for this purpose will be paid by JCT as a debt of Contractor.
 - ✓ The Contractor hereby guarantees that it shall make the necessary submissions of insurance to the satisfaction of JCT after awarding/acceptance of this contract, as proof that the required insurances exist and that it will comply with all terms, requirements and conditions in respect of insurance applicable to this agreement.

Compliance with Legislature

- All successful Tenderers, Tendering on items where labour and/or equipment are included, shall enter into an agreement with JCT, indemnifying JCT from the provisions of the Occupational Health and Safety Act (85 of 1993).
- The Contractor is to ensure compliance with the provisions of the Occupational Health and Safety Act (85 of 1993) & all relevant regulations, inclusive of all its employees & other Contractors on the site. The Tenderer shall provide a suitable **health and safety plan** appropriate for the contract tendered for.
- The Contractor shall comply with all laws relating to wages and conditions generally governing the employment of labour.

Workmen's Compensation

The Tenderer shall, prior to commencement of any work on site in terms hereof, give written proof that he is registered as an employer in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993 and the Tenderer shall remain registered as such for the duration of the contract awarded and shall pay all monies due to the Compensations Fund in terms of Section 15 of Act 130 of 1993. Failure to comply will result in the Tenderer being disqualified.

SECTION 2

BACKGROUND, OBJECTIVE AND SCOPE OF REQUIREMENTS

1. Background

Joburg Theatre (SOC) Ltd trading as Joburg City Theatres (JCT), an independent municipal entity wholly owned by the City of Johannesburg Metropolitan Municipality (“COJ”), operates in order to provide world class theatre entertainment to the citizens of Johannesburg. The company continuously strives towards transformation from both within its core employment, procurement and governance practices; and also its productions and audience inclusiveness.

With effect from January 1st 2013 Joburg Theatre (SOC) Ltd and Roodepoort City Theatre NPC t/a Joburg Promusica were integrated into a single theatre management company (***Joburg City Theatres***), which also institutionalised the operation of the newly established Soweto Theatre.

Joburg City Theatres uphold its **vision** statement: *“We are the providers of the integrated management of world class African theatre venues and a high quality, entertaining, innovative and inclusive programme which serves the diverse communities of the City of Joburg.”*

To succeed, significant increased operational efficiency is critical. That means Joburg City Theatres must be cost efficient. Operational efficiency is important not only to cost saving, but also to attracting and retaining theatre audiences, as the organization strives to become responsive to customers’ needs and the market’s demands.

2. General Requirements Overview of responsibilities of the service provider’s

Joburg City Theatres (JCT) hereby invites proposals from all prospective service providers to propose a cost-effective solution for below mentioned.

Service Providers are required to respond to this bid demonstrating that their proposed approach and solutions are a probable fit to JCT's requirements and are required to complete all categories as stipulated within this document. All information contained in this bid or given by management or staff of JCT is solely for the purpose of providing Service Providers with relevant information with which to complete and submit their proposals.

The appointed service provider will be monitored on the following basis: **Timeliness of service delivery; Quality of the service provided; Provision of services in compliance with clearly stated specifications;**

3. Intent Of The Specification

Joburg City Theatres (JCT) invites suitably qualified and experienced contractors to undertake the construction, supply, installation, testing, commissioning and handover of a fully functional podcast studio at Joburg Theatre.

The minimum technical and equipment requirements are outlined in this specification and the accompanying drawings. These requirements are not intended to describe every detail necessary for the complete design, coordination, construction and commissioning of the works.

The Contractor shall be responsible for reviewing the complete scope, verifying all site conditions and dimensions, coordinating all applicable disciplines, and providing all labour, materials, equipment, specialist services, temporary works, fixings, accessories and ancillary items necessary to deliver a complete, safe, compliant, functional and acoustically effective podcast studio.

Any omission from this specification or the drawings shall not relieve the Contractor of its responsibility to provide any item reasonably necessary for the proper completion and intended operation of the works.

4. Scope Of Work

This specification shall be read in conjunction with the architectural and technical drawings for the Joburg Theatre Podcast Studio, including the following drawings:

- Drawing No. 26.10-201: Plans and Schedules; and
- Drawing No. 26.10-202: Sections.

The works include:

- a) site establishment, protection of existing facilities and preparation of the work area;
- b) verification of all dimensions, levels, existing services and site conditions before commencement;
- c) construction and installation of the podcast studio structure and all associated architectural components;
- d) preparation and painting of structural steel columns and associated steelwork;
- e) installation of Acoustic Drywall Type A;
- f) installation of Acoustic Drywall Type B;
- g) installation of the walkable roof and plenum barrier;
- h) installation of the specified floor finish and associated underlay;
- i) provision and installation of acoustic insulation, acoustic seals, fire-stopping and all associated components;
- j) coordination and integration of electrical, mechanical, ventilation, fire, structural, access-control and other applicable services;
- k) testing, inspection, quality control and commissioning of all works;
- l) verification of the required acoustic performance; and
- m) submission of all certificates, test results, warranties, operation and maintenance information, as-built information and handover documentation.

The construction of the podcast studio includes specialised architectural, acoustic, structural, fire, electrical and mechanical elements. The Contractor shall ensure that appropriately qualified and experienced specialist installers are appointed for all specialised works, whether directly employed by the Contractor or appointed as approved subcontractors.

The completed podcast studio shall achieve the following minimum acoustic performance requirements:

- Minimum in-situ airborne sound insulation performance around the perimeter of the studio: **Rw 45 dB**, subject to the applicable acoustic testing methodology and the Acoustic Engineer's requirements; and
- Maximum ambient noise level inside the completed studio: **30 dB**, measured under agreed normal operating conditions and in accordance with the approved acoustic testing methodology.

The Contractor shall coordinate the works with the appointed Architect, Acoustic Engineer and all other relevant professional consultants.

4.1. PAINTING OF STRUCTURAL STEEL COLUMNS

4.1.1 Scope of Work

This specification covers the preparation and application of a protective coating system to structural steelwork located internally within an existing building and protected from direct weather exposure and ultraviolet radiation.

The Contractor shall provide all labour, materials, equipment, access arrangements, surface preparation, masking, protection, coatings and quality-control measures required to complete the works.

4.1.2 Surface Preparation

The Contractor shall prepare all steel surfaces as follows:

- **Cleaning:** Remove oil, grease and other surface contaminants using an approved water-based degreaser or equivalent cleaning product.
- **Rust and Mill-Scale Removal:** Remove loose mill scale, rust and deteriorated coatings by wire brushing or power-tool cleaning to a minimum preparation standard equivalent to **St 2**, in accordance with the applicable surface-preparation standard.
- **Surface Condition:** Before application of the primer, surfaces shall be clean, dry and free from dust, loose material, grease, contaminants and moisture.

4.1.3 Coating System

The coating system shall comprise a high-quality alkyd-based system or an approved equivalent.

Coat	Product Type	Approved Product or Equivalent	Minimum Dry Film Thickness
Primer	Alkyd red-oxide steel primer	Plascon SteelMaster or Dulux Trade Steel Primer	35 µm
Finish Coat 1	High-gloss alkyd enamel	Plascon Super Universal or Dulux Gloss Enamel	30 µm
Finish Coat 2	High-gloss alkyd enamel	Plascon Super Universal or Dulux Gloss Enamel	30 µm
Total Minimum DFT			95 µm

Any proposed equivalent product shall provide equal or superior performance and shall be submitted to JCT for approval before use.

4.1.4 Application Requirements

- Coatings may be applied by brush, roller or airless spray, subject to the manufacturer's written application requirements.
- The primer shall be allowed to dry or cure for the manufacturer's recommended period before overcoating.
- The first finish coat shall be adequately cured before application of the final finish coat.
- An additional stripe coat shall be applied to welds, corners, edges, sharp profiles and other vulnerable areas to prevent inadequate coating thickness and edge pull.
- All coatings shall be applied within the manufacturer's specified temperature, humidity and surface-condition limits.

4.1.5 Quality Control

The Contractor shall carry out the following quality-control measures:

- **Visual Inspection:** The completed coating shall be uniform in colour and gloss and shall be free from runs, sags, pinholes, blistering, cracking, contamination, poor adhesion and uncoated areas.
- **Dry Film Thickness Testing:** Random dry-film-thickness measurements shall be conducted using a calibrated electronic coating-thickness gauge.
- **Minimum Coating Thickness:** The completed coating system shall achieve the specified minimum total dry-film thickness of **95 µm**, subject to the manufacturer's permitted tolerances.

4.1.6 Limitations

This coating system is intended for internal structural steel located in a protected environment. It shall not be used without further approval in:

- external or weather-exposed areas;
- high-moisture environments;
- commercial kitchens, steam rooms or similar areas; or
- areas requiring high chemical resistance.

The Contractor shall maintain environmental conditions within the coating manufacturer's specified limits throughout application and curing.

4.2 ACOUSTIC DRYWALL – TYPE A

Refer to the approved architectural drawings and details for the location and configuration of Acoustic Drywall Type A.

4.2.1 Scope of Work

The works comprise the installation of a double-layer acoustic partition with two independent track systems, extending to an approximate height of **2 820 mm**.

The system shall be installed between the existing terrazzo floor and the existing structural girder comprising timber and metal-web components. The installation shall incorporate a deflection-head detail, acoustic isolation and specialised perimeter sealing.

4.2.2 Framework and Structural Fixings

Floor Track

- Provide Gypframe 64 mm Essential Floor Track or an approved equivalent.
- Apply two continuous 6 mm beads of non-hardening acoustic acrylic or polysulphide sealant to the underside of the track.
- Fix the track to the existing terrazzo floor using M6 metal expansion anchors at maximum 600 mm centres.

Head Track

- Provide Gypframe 64 mm Deep Channel with 50 mm legs or an approved equivalent.
- Install 5 mm neoprene isolation tape between the track and the timber structure to prevent direct rigid contact.
- Fix the track into the timber chords of the Posi-joists using suitable 50 mm

coarse-thread timber screws at maximum 600 mm centres.

Vertical Studs

- Provide Gypframe 63.5 mm Essential Wall Studs or an approved equivalent.
- Install studs at maximum 400 mm centres.
- Cut studs approximately 15 mm shorter than the clear floor-to-beam height to accommodate structural movement.
- Studs shall not be screwed or crimped to the top track.
- Studs shall remain free to move within the deep-leg head track while maintaining a stable friction fit.

4.2.3 Boarding – Single-Sided Double Layer

Base Layer

Provide 15 mm RhinoBoard DuraLine or an approved equivalent, fixed using suitable high-performance screws at maximum 300 mm centres.

Face Layer

Provide a second layer of 15 mm RhinoBoard DuraLine or an approved equivalent, fixed using suitably sized high-performance screws at maximum 300 mm centres.

Installation Requirements

- Stagger vertical joints between the base and face layers by a minimum of 400 mm.
- Maintain a 5 mm to 10 mm gap between the upper edge of the boards and the structural steel beam.
- Do not fix the boards to the top track.
- The uppermost row of board fixings shall be located at least 50 mm below the structural beam.

4.2.4 Acoustic Sealing

- Apply approved non-hardening acoustic sealant continuously to all perimeter interfaces, including the floor, wall junctions and deflection-head gap.
- Fully seal the 5 mm to 10 mm gap at the structural beam.
- All sealant shall be tooled to provide a continuous, smooth and airtight finish suitable for painting.

4.2.5 Jointing and Surface Preparation

- Bed RhinoTape or an approved equivalent into compatible joint filler at all board joints.

- Apply a minimum of two finishing coats using a compatible joint-finishing compound.
- Feather the final finishing coat to a minimum width of 300 mm.
- Once dry, sand the completed surface using a wide sanding block and approximately 150-grit abrasive paper.
- Inspect the completed surface under side lighting to identify and rectify visible undulations, joints, ridges or surface defects before priming.

4.2.6 Primer and Paint System – Black Finish

The black finish shall be applied to the relevant structural steel and acoustic-board surfaces.

Structural Steel

Spot-prime all exposed or damaged steel surfaces using Plascon SteelMaster Red Oxide Primer or an approved equivalent.

Acoustic Boards

Apply one coat of Plascon Professional Water-Based Plaster Primer or an approved equivalent to all completed board surfaces and cured acoustic sealant.

Finish Coats

Apply two coats of Plascon Double Velvet in black or an approved equivalent.

Application Requirements

- Apply the board finish using a high-quality low-nap or mohair roller to achieve a uniform low-sheen finish.
- Use suitable synthetic brushes for cutting in and detailing around sealed interfaces.
- The completed finish shall be uniform, non-reflective and free from visible roller marks, brush marks, patchiness and surface defects.

4.2.7 Quality Control

The Contractor shall verify the following:

-
- Acoustic sealant is continuous and free from gaps, voids or discontinuities.
- No mechanical fixing creates a rigid bridge across the deflection gap.
- The completed wall presents a continuous and seamless black finish.
- No board joints, screw heads, ridges, undulations or visible surface defects are apparent.

4.3 ACOUSTIC DRYWALL – TYPE B

Acoustic Drywall Type B shall comprise a sound-resistant wall system with a manufacturer-rated airborne sound insulation performance of **Rw 53 dB**, such as the Gyproc 63F60S53 Sound Resistant Wall System or an approved equivalent.

Refer to the approved architectural drawings and details for the location and configuration of the system.

4.3.1 Scope of Work

The works comprise the installation of a double-sided, double-layer acoustic partition. The partition shall extend between the existing terrazzo floor and the horizontal double-layer 15 mm RhinoBoard soffit or approved equivalent.

4.3.2 Framework and Structural Fixings

Floor Track

- Provide Gypframe 64 mm Essential Floor Track or an approved equivalent.
- Apply two continuous 6 mm beads of non-hardening acoustic acrylic or polysulphide sealant to the underside of the track.
- Fix the track to the existing terrazzo floor using M6 metal expansion anchors at maximum 600 mm centres.

Head Track

- Provide Gypframe 64 mm Essential Track or an approved equivalent.
- Apply two continuous 6 mm beads of approved acoustic sealant to the upper surface of the track.
- Fix the track through the double-layer soffit and into the supporting structure using suitable heavy-duty fixings at maximum 600 mm centres.

Vertical Studs

- Provide Gypframe 63.5 mm Essential Wall Studs or an approved equivalent.
- Install studs at maximum 600 mm centres.
- Where required for additional rigidity, studs may be installed at 400 mm centres.
- Studs shall be securely friction-fitted within the floor and head tracks.

Acoustic Insulation

- Install 63 mm Isover Cavitybatt or an approved equivalent within the stud cavity.
- The insulation shall be installed continuously and tightly, without gaps, voids, compression or unsupported sections.

4.3.3 Boarding – Double-Sided Double Layer

Inner Layers

Provide 15 mm RhinoBoard SoundBloc or an approved equivalent to both sides of the partition and fix using suitably sized high-performance screws at maximum 300 mm centres.

Outer Layers

Provide a second 15 mm RhinoBoard SoundBloc layer or approved equivalent to both sides of the partition and fix using suitably sized high-performance screws at maximum 300 mm centres.

4.3.4 Installation Requirements

- Stagger all vertical joints between the inner and outer board layers.
- Stagger joints on opposite sides of the partition so that joints do not align on the same stud.
- Maintain a 3 mm to 5 mm perimeter gap at the floor and ceiling interfaces for acoustic sealant.

4.3.5 Acoustic and Fire Sealing

- Apply approved non-hardening acoustic sealant continuously to all perimeter interfaces where boards meet floors, walls and the horizontal soffit.
- Seal electrical back boxes, service penetrations and HVAC penetrations using an approved fire-rated and acoustic sealant system.
- All penetrations shall maintain the required acoustic and fire performance of the completed partition.

4.3.6 Jointing and Surface Preparation

- Bed RhinoTape or an approved equivalent into compatible joint filler at all face-layer board joints.
- Apply a minimum of two coats of compatible joint-finishing compound.
- Feather the final coat to a minimum width of 300 mm.
- Once dry, sand the completed surface using a wide sanding block and approximately 150-grit abrasive paper.
- The completed surface shall be flat, smooth and free from visible joint lines, ridges and undulations.

4.3.7 Primer and Paint System – Black Finish

- Apply one coat of Plascon Professional Water-Based Plaster Primer or an approved equivalent to all completed board surfaces and cured sealant.

- Apply two coats of Plascon Double Velvet in black or an approved equivalent.
- Apply the finish using a high-quality low-nap or mohair roller to achieve a uniform, low-sheen finish.

4.3.8 Quality Control

The Contractor shall verify the following:

- The head-track fixings extend through the double-layer soffit and are securely anchored into the supporting structure.
- All four layers of 15 mm acoustic board are installed correctly.
- Acoustic insulation is continuous and free from gaps and voids.
- Board joints are staggered in accordance with the approved system requirements.
- All perimeter joints and service penetrations are fully sealed.
- The completed wall system complies with the approved manufacturer's installation requirements.

4.4 WALKABLE ROOF AND PLENUM BARRIER

4.4.1 Framework

- Provide 64 mm heavy-duty galvanised steel framing with a minimum thickness of 0.8 mm, using Gypframe or an approved equivalent.
- Install framing perpendicular to the timber girder supports.
- Install framing members at maximum 300 mm centres.
- Install 5 mm neoprene isolation tape at all locations where the framing contacts Posi-joists, steel girders or other structural components.
- Install 63 mm Isover Cavitybatt or an approved equivalent within the framing cavity.
- The insulation shall have a minimum density of 14 kg/m³.

4.4.2 Boarding System

4.4.2.1 Underside – Ceiling

- Provide two layers of 15 mm RhinoBoard DuraLine or an approved equivalent.
- Stagger all board joints between the two layers.
- Fix boards using suitable high-performance screws in accordance with the manufacturer's requirements.

4.4.2.2 Topside – Walkable Floor

- Provide an inner layer of 15 mm RhinoBoard DuraLine or an approved equivalent.
- Provide an outer layer of 18 mm Grade BB/BB plywood.
- Treat the plywood with an approved fire-retardant treatment system, such as

- Micon Pacsayf or an approved equivalent.
- Apply the fire-retardant treatment strictly in accordance with the manufacturer's written requirements, including the specified coverage rate, number of coats and curing period.
- Fix the plywood through the gypsum board and into the steel framing using suitable wood-to-metal screws.
- The Contractor shall ensure that the gypsum board is not cracked, crushed or otherwise damaged during installation.

4.4.2.3 Sealing and Anti-Slip Finish

- Seal all perimeter joints between the roof assembly and vertical walls using approved non-hardening acoustic sealant.
- Apply an approved anti-slip floor coating, such as SealPro Grip Guard or an approved equivalent, in black.
- The anti-slip coating shall be applied strictly in accordance with the manufacturer's written preparation, application and curing requirements.

4.5 FLOOR FINISH

4.5.1 Application

The floor finish shall be suitable for use in the podcast recording studio and shall provide a durable, heavy-commercial finish over the existing tiled floor.

The Contractor shall inspect and prepare the existing floor substrate before installation.

4.5.2 Primary Floor Finish

The proposed floor finish shall be Belgotex Hilton Dry-Back or an approved equivalent and shall comply with the following minimum requirements:

Requirement	Minimum Specification
Product type	Glue-down luxury vinyl tile or approved equivalent
Colour	Cassia or approved equivalent
Total thickness	2.5 mm
Minimum wear layer	0.55 mm
Performance classification	Heavy commercial

Any proposed equivalent shall be submitted with technical data sheets and evidence demonstrating compliance with or improvement on the specified requirements.

4.5.3 Underlay

- Provide a suitable acoustic underlay compatible with the proposed vinyl floor system.
- The underlay shall be selected and installed in accordance with the floor-finish manufacturer's written requirements.
- The underlay shall provide suitable impact-noise reduction without compromising the dimensional stability, adhesion or long-term performance of the floor finish.
- Installation shall comply with the applicable requirements of SANS 10070 and the manufacturer's installation instructions.

4.5.4 Installation Requirements

The Contractor shall:

- a) inspect the existing tiled floor for cracks, loose tiles, unevenness, moisture and other defects;
- b) repair or prepare the substrate as necessary before installation;
- c) ensure that the substrate is clean, dry, sound, level and suitable for the proposed flooring system;
- d) use adhesives and installation materials approved by the flooring manufacturer;
- e) install the flooring in accordance with the approved layout and manufacturer's written requirements;
- f) provide neat, straight and securely bonded joints;
- g) provide all required trims, edge details, transitions and finishing accessories; and
- h) protect the completed floor from damage until practical completion and handover.

4.5.5 Quality Control

The completed floor shall:

- be level, securely bonded and free from lifting, bubbling, cracking, curling and visible adhesive residue;
- have consistent alignment and joint spacing;
- be free from visible surface damage and installation defects;
- comply with the manufacturer's installation requirements; and
- be accepted by JCT before handover.

5. CIDB Contractor Grading Requirement

Only tenders who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulations 25 (1B) OR 25(7A) of the Construction Industry Development Regulations, for a 2GB or higher class of construction work are eligible to have their tenders evaluated

Tenderers who are not registered with the CIDB at the time of tender closing will not be considered for evaluation unless proof of application for registration is submitted and registration is confirmed prior to award.

Joint ventures are eligible to submit tenders provided that:

- The joint venture is registered with the CIDB; or
- Each member of the joint venture is individually registered with the CIDB in the relevant class of works.

The employer reserves the right to verify the CIDB status of all tenderers on the CIDB database.

Only tenderers who satisfy the minimum CIDB grading requirement stated in this tender document will be considered responsive.

NB: Mandatory Requirement

Failure to submit proof of active CIDB registration in the relevant class of works and grading designation will result in the tender being deemed non-responsive.

6. Contract Period

The successful applicant will be hired by JCT for a once-off period.

7. Coordination

The Contractor shall be responsible for the proper planning, coordination and management of all activities required for the successful completion of the Works.

The Contractor shall coordinate all construction activities, specialist installations, subcontractors, suppliers, professional consultants, inspections, testing, commissioning activities and interfaces with existing building services.

The Contractor shall:

- a) verify all site conditions, dimensions, levels and service locations before commencing the Works;

- b) coordinate the Works with the operational requirements of Joburg City Theatres (JCT);
- c) coordinate access, deliveries, material storage, construction activities and work sequences with the Building Manager;
- d) identify and manage all interfaces between architectural, acoustic, structural, electrical, mechanical, HVAC, ventilation, fire and other specialist works;
- e) ensure that all subcontractors and specialist service providers perform their work in accordance with the approved construction programme; and
- f) promptly notify JCT of any matter that may affect the scope, programme, quality, safety or completion of the Works.

JCT shall not be liable for any additional costs, losses, claims, delays or other financial implications arising from the Contractor's failure to adequately plan, manage or coordinate the Works.

8. Making Good

The Contractor shall make good, repair or reinstate, at its own cost, any existing building element, finish, service, structure, equipment or installation damaged, removed, altered or affected as a result of the execution of the Works.

Where required by JCT, the Contractor shall make good all affected work on site and shall bear all costs associated with such work, including the cost of reinstating or repairing work executed by others where the damage or disruption arose from the Contractor's activities.

All making-good work shall:

- a) be completed using materials and workmanship matching the existing or approved finishes;
- b) comply with the applicable specifications and approved drawings;
- c) be completed to the satisfaction of JCT and the Building Manager; and
- d) be undertaken in a manner that minimises disruption and inconvenience to theatre users, occupants, staff and visitors.

The Contractor shall coordinate the timing of remedial, maintenance, warranty and making-good work with JCT and shall perform such work at approved times to minimise disruption to theatre operations.

Where the Contractor fails to remedy any defect, damage or non-compliant work within the period specified in a written instruction or within a reasonable period where no period has been specified, JCT may, after providing written notice, arrange for the required work to be carried out by another service provider.

The reasonable costs incurred by JCT in completing such work may be recovered from the Contractor, without prejudice to any other rights or remedies available to JCT under the contract or applicable law.

9. Latent Defects And Non-Compliance With The Specification

The acceptance, practical completion, handover or use of the Works shall not relieve the Contractor of responsibility for latent defects, defective workmanship, defective materials or non-compliance with the contract requirements.

Where any part of the Works is subsequently found to:

- a) contain a latent defect;
- b) have been constructed using defective or unsuitable materials;
- c) have been executed using defective or substandard workmanship;
- d) fail to comply with the approved drawings, specifications or applicable standards; or
- e) fail to achieve the required functional, structural, acoustic, fire, safety or performance requirements,

the Contractor shall, upon written instruction from JCT, investigate, remove, repair, replace or make good the affected work at its own cost.

The Contractor's responsibility for latent defects shall remain subject to the applicable contract conditions and relevant legal requirements and shall not be limited solely by the expiry of the defects-liability period or manufacturer's warranty period.

If the Contractor fails to remedy the defect or non-compliant work within the period specified by JCT, JCT may, after providing written notice, appoint another service provider to perform the required work. The reasonable costs incurred may be recovered from the Contractor, without prejudice to any other rights or remedies available to JCT.

10. Material Delivery And Site Receiving Requirements

The Contractor shall be responsible for the supply, delivery, off-loading, handling, storage, protection and management of all materials, equipment, components and associated items required for the execution of the Works.

All delivery, transport, off-loading, handling, storage, packaging, protection and associated costs shall be included in the tendered price. No additional payment shall be made for these costs.

The Contractor shall:

- a) coordinate all deliveries with the Building Manager before delivery;
- b) comply with the approved delivery days, delivery times, receiving procedures and site-access requirements applicable to Joburg Theatre;
- c) ensure that delivery vehicles, personnel and delivery activities do not unreasonably disrupt theatre operations, staff, visitors, tenants or other users of the premises;
- d) ensure that all materials and equipment are delivered in accordance with the approved

- construction programme and required project timeframes;
- e) notify JCT and the Building Manager immediately in writing of any anticipated delay affecting the delivery of materials or equipment;
- f) obtain written approval before implementing any proposed change to an agreed delivery date or delivery arrangement;
- g) ensure that all materials and equipment are properly packaged, protected, transported and handled in accordance with applicable legislation, relevant standards and the manufacturer's written requirements;
- h) inspect all delivered materials and equipment for damage, defects and compliance before installation;
- i) provide secure and suitable storage for all materials and equipment; and
- j) remove all packaging materials, pallets, waste and delivery-related debris from the site.

JCT shall not be liable for additional costs, standing time, re-delivery charges or other expenses arising from the Contractor's failure to comply with approved delivery arrangements, site-access requirements, receiving times or Building Manager instructions.

Repeated failure to comply with the approved construction programme, delivery requirements or site procedures may constitute non-performance and may result in the application of the remedies available to JCT under the contract.

11. Temporary Works, Site Services And Construction Plant

The Contractor shall provide, maintain, inspect and remove all temporary works, construction plant, access equipment, protection measures and temporary facilities necessary for the safe and proper execution of the Works.

The Contractor shall:

- a) identify and protect all existing public utilities, building services, infrastructure and installations affected by or adjacent to the Works;
- b) not interfere with, isolate, relocate or alter any existing service without the prior written approval of JCT, the Building Manager and the relevant service authority, where applicable;
- c) notify the Building Manager immediately of any damage to, interruption of or suspected defect in an existing service;
- d) repair and reinstate any damage caused by the Contractor's activities at its own cost and to the satisfaction of JCT, the Building Manager and the relevant service authority;
- e) provide all temporary power, water, lighting, connections, reticulation and other temporary services required for construction, testing and commissioning;
- f) include all costs associated with temporary services, connections, consumption and associated infrastructure in the tendered price;
- g) provide and maintain suitable noise, dust, vibration, debris and environmental-control measures;
- h) ensure that all temporary works and construction plant are safe, stable, properly

- maintained and suitable for their intended purpose;
- i) maintain all access roads, loading areas, walkways, passages, adjacent buildings and areas surrounding the construction site in a clean, safe and unobstructed condition; and
- j) remove all temporary works, plant, equipment and associated materials upon completion of the Works and reinstate affected areas.

The Contractor shall ensure that temporary works and construction activities do not compromise the safety, operation or accessibility of Joburg Theatre.

12. Housekeeping And Compliance With Building Manager Site Rules

The Contractor shall maintain a high standard of housekeeping throughout the contract period.

The Contractor shall keep all site-establishment areas, work areas, material-storage areas, access routes, delivery areas and adjacent affected areas clean, orderly, safe and free from unnecessary rubble, waste, obstructions and hazardous materials.

The Contractor shall:

- a) remove construction rubble, debris, packaging and waste regularly;
- b) store materials in approved areas and in a manner that prevents damage, obstruction, instability or safety risks;
- c) maintain clear and safe access routes, emergency exits, passages and fire-escape routes at all times;
- d) prevent the accumulation of waste and combustible materials;
- e) implement appropriate dust, noise and debris-control measures;
- f) comply with all site rules, security requirements, access-control procedures and reasonable instructions issued by the Building Manager;
- g) ensure that all employees, subcontractors, suppliers and visitors under its control comply with the applicable site rules;
- h) maintain the construction site in a condition acceptable to JCT and the Building Manager; and
- i) conduct final cleaning and remove all construction materials, equipment, temporary works, rubble and waste before practical completion and handover.

Working Hours

The Contractor shall perform the Works during the normal working hours and within the approved site-access periods communicated by JCT or the Building Manager.

Where the Contractor intends to work outside the approved working hours, including weekends or public holidays, the Contractor shall obtain prior written approval from the Building Manager.

Approval to work outside normal working hours shall not entitle the Contractor to additional payment or an extension of time unless otherwise provided for in the applicable contract

conditions.

All costs associated with overtime, after-hours work, weekend work, additional supervision, security or related requirements shall be for the Contractor's account.

13. Project Management And Contracting Authority

The project shall be managed by the **Building and Maintenance Department of Joburg City Theatres (JCT)**.

JCT shall appoint or designate the relevant Project Manager, Employer's Representative and other authorised representatives responsible for the administration, coordination, monitoring and oversight of the Contract.

The Contractor shall:

- a) liaise with the designated Project Manager and Building Manager throughout the contract period;
- b) attend site meetings, progress meetings, inspections and other meetings reasonably required by JCT;
- c) submit progress reports, project programmes, technical submissions, quality-control records, health and safety documentation and other information required for the effective management of the Works;
- d) provide timely notification of any matter that may affect the contract programme, cost, quality, safety or completion of the Works;
- e) comply with written instructions issued by authorised JCT representatives in accordance with the applicable contract conditions; and
- f) ensure that all communications, submissions and requests relating to the Works are submitted through the designated JCT representatives.

The Building and Maintenance Department shall monitor the Contractor's performance and verify that the Works are executed in accordance with the approved drawings, specifications, contract requirements and applicable legislation.

14. Insurance

14.1. Compensation for Occupational Injuries and Diseases

The Contractor warrants that it and all subcontractors employed in connection with the Works are registered and compliant with the applicable requirements of the **Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993), as amended**, or are lawfully insured through a licensed compensation insurer where applicable.

The Contractor shall ensure that all employees and subcontractor employees engaged in the Works are appropriately covered for occupational injuries and diseases for the duration of their

presence on JCT premises and for the duration required by applicable legislation. Before commencing any work on site, the Contractor shall submit a valid **Letter of Good Standing** issued by the Compensation Fund or other acceptable proof of lawful compensation-insurance cover, where applicable.

The Letter of Good Standing or equivalent proof shall remain valid throughout the contract period. Where the document expires during the contract period, the Contractor shall submit an updated valid document before the expiry of the existing document.

JCT may verify the validity of the Letter of Good Standing or other submitted compliance documentation.

14.2. Required Insurance Cover

The Contractor shall, at its own cost, obtain and maintain the following insurance cover for the duration of the Contract and for any additional period required in terms of the applicable contract conditions or by law.

Insurance Cover	Minimum Required Cover
Public Liability Insurance	R5 000 000 per occurrence
Contract Works / Construction All-Risk Insurance	Not less than the full contract value, including VAT
Employer's Liability Insurance	R5 000 000 per occurrence
Motor Vehicle Third-Party Liability Insurance	R2 000 000 per occurrence, where vehicles are used in connection with the Works
Contractor's Plant, Machinery, Tools and Equipment Insurance	Full replacement value of all plant, machinery, tools and equipment brought onto the site
Professional Indemnity Insurance	R2 000 000 per claim, where the Contractor is responsible for any design, professional or specialist engineering services
Compensation for Occupational Injuries and Diseases	Valid registration and a valid Letter of Good Standing issued by the Compensation Fund or an approved licensed compensation insurer

The Contractor shall ensure that all subcontractors engaged in the Works maintain adequate insurance cover appropriate to the work performed and the risks associated with their activities.

The Contractor shall submit valid certificates of insurance, policy schedules or other acceptable proof of insurance to JCT before contract signature and before commencement of any work on site.

The insurance cover shall remain valid and in force for the full duration of the Contract. Where any policy expires during the contract period, the Contractor shall submit updated proof of renewal before the expiry date.

The Contractor shall immediately notify JCT in writing of any cancellation, suspension, material amendment, reduction, limitation or expiry of the required insurance cover.

The Contractor shall be responsible for all deductibles, excess payments and uninsured losses arising from its acts, omissions, negligence or failure to comply with the Contract.

The insurance requirements stated above shall not limit or reduce the Contractor's obligations, liabilities or responsibilities under the Contract or applicable law.

14.3. Insurance Requirements

The Contractor shall:

- a) ensure that all insurance policies are issued by insurers authorised to provide the relevant insurance cover in South Africa;
- b) comply with all policy conditions and requirements;
- c) promptly notify JCT of any cancellation, suspension, material amendment, reduction or expiry of insurance cover;
- d) ensure that the required insurance cover is not allowed to lapse during the contract period; and
- e) provide any additional information reasonably required by JCT to confirm compliance with this clause.

14.4. Liability

The Contractor shall remain responsible for all direct loss, damage, injury, claims, costs and expenses arising from the Contractor's acts, omissions, negligence, breach of contract or failure to comply with the Contract.

Subject to the applicable contract conditions and to the extent permitted by law, neither Party shall be liable to the other for indirect or consequential loss, including loss of profit, loss of income, loss of revenue or loss of business opportunity.

Any limitation or exclusion of liability shall not apply where liability cannot lawfully be excluded or limited, or where otherwise provided for in the applicable contract conditions.

Nothing in this clause shall relieve the Contractor of its obligations relating to defective work, damage to property, insurance, indemnity, health and safety, statutory compliance or any other obligation expressly imposed by the Contract.

15. Joint And Several Liability

Where the Contractor comprises a joint venture, consortium or other unincorporated association of two or more entities:

- a) all members of the joint venture, consortium or association shall be jointly and severally liable to JCT for the due performance of all obligations arising from the Contract;
- b) the joint venture, consortium or association shall nominate one authorised representative who shall have full authority to act for and bind all members in matters relating to the Contract;
- c) the Contractor shall, within **seven (7) calendar days** after the Contract Date, provide JCT and the Project Manager with written confirmation of the identity and contact details of the authorised representative;
- d) the authority of the authorised representative shall be supported by written resolutions, powers of attorney or other acceptable documentary evidence signed by all relevant members;
- e) no member may withdraw from, be replaced in or be added to the joint venture, consortium or association without the prior written approval of JCT;
- f) the Contractor shall not materially alter the composition, ownership, management structure or responsibilities of the joint venture, consortium or association without the prior written approval of JCT; and
- g) approval by JCT of any change shall not release any existing member from liability for obligations incurred before the effective date of the approved change.

16. Compliance With The Occupational Health And Safety Act, 1993

The Contractor shall comply with the **Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)**, the applicable Construction Regulations and all other applicable occupational health and safety legislation, regulations, standards and site requirements. The OHS Act provides for the health and safety of persons at work and the protection of other persons against hazards arising from work activities.

The Contractor shall be responsible for the health and safety of its employees, subcontractors, suppliers, visitors and all other persons under its control while performing work on JCT premises.

16.1. General Health and Safety Requirements

The Contractor shall:

- a) perform all work under the supervision of competent and appropriately trained persons;
- b) ensure that all employees and subcontractors are informed of, trained in and competent to perform the work assigned to them;
- c) appoint all persons required in terms of applicable occupational health and safety legislation and provide JCT with evidence of such appointments where requested;
- d) ensure that all legally required health and safety responsibilities are assigned in writing;
- e) provide JCT with copies of relevant written appointments before commencement of the affected work;
- f) ensure that all employees and subcontractors comply with the approved health and

- safety requirements and site rules;
- g) enforce health and safety discipline throughout the contract period; and
- h) ensure that all work is performed in accordance with approved safe-work procedures and applicable legal requirements.

16.2. Risk Assessments and Safe-Work Procedures

Before commencing work, the Contractor shall ensure that a suitable and sufficient baseline risk assessment is conducted by a competent person.

The risk assessment shall include:

- a) identification of hazards;
- b) assessment and evaluation of risks;
- c) identification of persons who may be affected;
- d) implementation of appropriate control measures;
- e) development of safe-work procedures and method statements;
- f) identification of required personal protective equipment;
- g) emergency-response arrangements; and
- h) arrangements for monitoring, review and revision of the risk assessment.

The Contractor shall review and update the risk assessment whenever there is a significant change to the scope, work environment, construction methodology, equipment, materials or identified risks.

16.3. Health and Safety Documentation

Before commencing work on site, the Contractor shall submit the applicable health and safety documentation required by JCT, including, where applicable:

- a) health and safety plan;
- b) baseline risk assessment;
- c) task-specific risk assessments;
- d) safe-work procedures and method statements;
- e) relevant legal appointments;
- f) proof of employee training and competency;
- g) emergency-response procedures;
- h) incident-reporting procedures;
- i) inspection and monitoring arrangements;
- j) applicable permits; and
- k) any additional documentation required by JCT or the Building Manager.

No work shall commence until the required health and safety documentation has been submitted, reviewed and accepted by JCT, where such review or acceptance is required.

16.4. Personal Protective Equipment

The Contractor shall provide, maintain and enforce the use of all personal protective equipment required for the identified risks and the nature of the Works.

The Contractor shall ensure that:

- a) personal protective equipment is suitable for the relevant hazards;
- b) personal protective equipment is maintained in a safe and serviceable condition;
- c) employees are trained in its correct use, care and limitations; and
- d) personal protective equipment is worn whenever required.

16.5. Plant, Equipment and Machinery

The Contractor shall not use or permit the use of unsafe, defective, damaged, unguarded or unsuitable plant, machinery, tools, equipment or articles on JCT premises.

All plant, machinery and equipment shall:

- a) be suitable for the intended work;
- b) be maintained in a safe and serviceable condition;
- c) be inspected and tested as required;
- d) be operated only by competent and authorised persons; and
- e) comply with applicable legal and manufacturer requirements.

The Contractor shall not use JCT machinery, equipment, plant, tools, substances or personal protective equipment without prior written approval.

16.6. Permits and Controlled Work

Where a permit is required for any activity, the Contractor shall not commence the relevant work until the required permit has been issued and approved.

Permit-controlled work may include, where applicable:

- a) hot work;
- b) electrical isolation or work on electrical systems;
- c) work at height;
- d) confined-space work;
- e) work affecting fire-protection systems; and
- f) any other activity identified by JCT or the Building Manager as requiring a permit.

16.7. Incident and Accident Reporting

The Contractor shall immediately report all accidents, incidents, injuries, dangerous occurrences, property damage, near misses and occupational health and safety concerns to JCT and the

Building Manager.

The Contractor shall:

- a) investigate incidents where required;
- b) implement corrective and preventative measures;
- c) maintain all required incident records; and
- d) report incidents to the relevant regulatory authorities within the prescribed timeframes where required by law.

16.8. Alcohol, Drugs and Intoxicating Substances

Alcohol, illegal drugs and other intoxicating substances are prohibited on JCT premises.

No person who is reasonably suspected of being under the influence of alcohol, illegal drugs or any intoxicating substance shall be permitted to perform work or remain in a work area where safety may be affected.

The Contractor shall ensure that any affected person is removed from the work area and dealt with in accordance with applicable law, JCT site rules and the Contractor's approved workplace procedures.

16.9. Unsafe and Unhealthy Conditions

The Contractor shall immediately notify JCT and the Building Manager in writing of any condition, activity, equipment, substance or circumstance that may present an unsafe or unhealthy risk.

The Contractor shall take immediate and appropriate action to prevent injury, illness, damage or further exposure to risk.

The Contractor shall not continue with any activity where there is an immediate and serious risk to health or safety until appropriate control measures have been implemented.

16.10. Cooperation and Participation

The Contractor shall cooperate fully with JCT, the Building Manager, authorised health and safety representatives, inspectors and other authorised persons in matters relating to occupational health and safety.

The Contractor shall participate in health and safety inspections, meetings, audits, investigations and corrective-action processes when required.

16.11. Non-Compliance

Failure to comply with the occupational health and safety requirements may result in:

- a) suspension or stoppage of the affected work;

- b) removal of persons, equipment or materials from the site;
- c) issuance of corrective-action instructions;
- d) withholding of access to the site;
- e) recovery of costs incurred by JCT as a result of the non-compliance; and/or
- f) termination of the Contract in accordance with the applicable contract conditions and after compliance with the required contractual processes.

17. TENDER BRIEFING SESSION

A compulsory tender briefing session and site inspection shall be held as follows:

Date: [Insert date] **Time:** [Insert time]

Venue: Joburg Theatre, 163 Civic Boulevard, Braamfontein

The purpose of the briefing session is to provide prospective bidders with an opportunity to:

- a) inspect the proposed construction area;
- b) familiarise themselves with the existing building conditions;
- c) assess access, delivery, storage and operational constraints;
- d) identify interfaces with existing building services and structures;
- e) obtain clarification regarding the scope of work and technical requirements; and
- f) identify any site-specific risks or conditions that may affect the execution of the Works.

Bidders shall ensure that their authorised representative signs the official attendance register. Only bidders recorded on the official attendance register shall be regarded as having attended the compulsory briefing session.

Failure to attend the compulsory briefing session and sign the official attendance register shall render the bid **non-responsive and ineligible for further evaluation**.

Bidders shall be responsible for inspecting the site and verifying all conditions that may affect the scope, methodology, pricing, programme and execution of the Works.

No claim for additional payment or extension of time shall be considered solely on the basis that the bidder failed to inspect the site or failed to identify reasonably observable site conditions.

Any clarification provided during the briefing session that materially changes or supplements the bid requirements shall be communicated to all prospective bidders through a formal written clarification or addendum issued by JCT.

18. Communication During The RFP Process:

- Any communication with respect to this RFP should be directed to: Keabetswe Senne (kea@joburgtheatre.com) OR Ntombizodwa Zulu (ntombizodwa@joburgtheatre.com)

- Any communication during the RFP process should be addressed by e-mail. Telephonic queries will not be entertained.
- All e-mail correspondence must contain the Bid number: **BID NUMBER** in the subject line. All queries will be consolidated and responded to in writing every Friday during the proposal response period and will be distributed to all the respondents that completed a non-disclosure agreement. No enquiries will be entertained one week prior to the closing of the RFP.
- Communication with any other personnel of the Joburg City Theatres, with regard to this RFP is not permitted and will result in disqualification of the relevant RFP response.
- Request clarification of the tender documents, if necessary, by notifying the JCT at least five (5) working days before the closing date stated in the tender data.

19. Conditions and Evaluation of Bids

Responses will be evaluated using a predefined set of evaluation criteria. The evaluation criteria are designed to reflect JCT requirements in terms of identifying a suitable service provider and to ensure the selection process is transparent and afford all bidders a fair opportunity for evaluation and selection.

The following conditions of tender apply for this assignment: The bid will be evaluated on a two-stage process.

STAGE 1 – Administrative Compliance Requirements

Bids will be assessed for compliance with the administrative requirements stipulated in the bid document.

Where an administrative requirement is incomplete, omitted, or not complied with, the Employer may, where permitted by the applicable legislation, Supply Chain Management Policy, and conditions of the bid, request clarification, confirmation, or the submission of outstanding information.

Failure to satisfactorily address an administrative non-compliance within the period specified by the Employer may result in the bid being deemed **non-responsive**, disqualified, and excluded from further evaluation.

Only bids that comply with all mandatory requirements and satisfactorily meet the applicable administrative compliance requirements will proceed to **Stage 2: Functionality Evaluation**.

PROCUREMENT ELIGIBILITY/MANDATORY CRITERIA
It is compulsory that the Tenderer
Completed and signed Bid Forms which must be signed by a duly authorized representative

Provides proof of its entity's registration documentation (e.g., CIPC) indicating the date of registration/incorporation, and a list of directors, partners, and members and share certificates
Provide proof of current and valid SARS Tax Pin and VAT registration certificate. Provide rationale if not VAT registered.
Provide a National Treasury Centralised Supplier Database (CSD) registration summary report (report should not be older than 30 days)
Provide a Valid certified copy of B-BBEE certificate / In the case of EME's a Sworn Affidavit on DTI template.
Provide a current or latest Municipal Rates and Taxes invoice for the Tenderer's office/premises (not in arrears for more than 90 days) or where a bidder does not own the premises, they reside in, they must provide a certified lease agreement together with the utility bill statement (payments made according to the lease agreement) (not in arrears for more than 90 days) NB: Where the Tenderer operates from their residential address (where they live), an affidavit confirming this arrangement must be provided. Please note the address should be the same as the one disclosed in the CSD or CIPC
Provide Municipal Rates and Taxes Invoice for All the Directors (as per CIPC document) of the Company OR Original Certified Copy of Lease Agreement and statement of accounts OR Affidavit Certified by the SAPS only if business is conducted in director's premises. (Not in arrears for more than 90 days)
Current audited annual financial statements , where the bidder is legally required to have its annual financial statements audited; or Where the bidder is not legally required to prepare audited annual financial statements, the bidder must submit its most recent annual financial statements together with a Public Interest Score (PIS) calculation.
The Tenderer must provide proof that it is in possession of a letter of good standing from the Compensation Fund or a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Disease (COIDA) Act No. 130 of 1993. The proof must be valid at the time of close of the Tender and a valid certificate must be produced at the time of award if the certificate expires between close of Tender and award. In cases where the supplier has no employees, COIDA tender letter must be provided. NB: A supplier who fails to submit a valid Letter of Good Standing may be disqualified, unless the supplier qualifies for a recognized exemption (such as having no employees) and submits a COIDA tender letter.
Valid CIDB registration with a minimum grading of 2GB or higher
Provide Certified copies of South African Identity Documents or Valid Passports of Members, Directors or owner (Copy with original stamp).
Submit all required schedules, documents and annexures indicated in document

NB: The bidder shall, where required in terms of the bid (bidders' information) submit with the bid, certified copies of all certificates specified. All certified copies must not be older than three months (90days)

Stage 2: Functionality Evaluation (Scored Evaluation)

Only bids that have successfully passed both the Mandatory Administrative Requirements and the Mandatory Technical Requirements will be evaluated for functionality.

Only bidders who achieve the minimum threshold of 80 points out of 100 points for functionality will proceed to the price and preference points evaluation stage.

Functionality Criterion	Points
Relevant Company Experience	25
Project Implementation and Construction Methodology	25
Experience of Key Personnel	25
Project Programme and Completion Period	15
Quality Assurance and Testing Plan	10

Relevant Company Experience – 25 Points		
The wording can be strengthened for clarity, consistency and objective functionality evaluation: Relevant Company Experience The bidder shall submit evidence of successfully completed projects involving the construction, installation, refurbishment or fit-out of recording studios, podcast studios, broadcast facilities, acoustic rooms, soundproof rooms or comparable specialist interior construction works. For each project submitted for evaluation, the bidder shall provide the following corresponding supporting documents: • An appointment letter or contract or purchase order or similar appointment document issued by the client; and • A corresponding completion certificate or client reference letter confirming the successful completion of the project. The appointment document and corresponding completion certificate or client reference letter must relate to the same project and provide sufficient information to verify the project details. Points will be allocated only where both supporting documents are submitted, are duly signed, legible and verifiable. Documents that are incomplete, inconsistent, unsigned, relate to different projects, or cannot be verified as corresponding to the same project will not be considered for scoring. The exclusion of a project from scoring will not, on its own, result in the disqualification of the bidder, unless expressly stated otherwise in the bid document.	Five (5) or more	25
	Four (4)	20
	Three (3)	15
	Two (2)	10
	One (1)	5
	No qualifying evidence submitted	0
Project Implementation and Construction Methodology – 25 Points		
The bidder shall submit a detailed project implementation and construction methodology addressing: a) site establishment and protection of the existing theatre facilities; b) verification of site dimensions, existing conditions and interfaces;	Methodology addresses all thirteen (13) required elements and includes a project-specific implementation programme.	25

c) construction sequencing; d) installation of acoustic drywall systems; e) installation of acoustic insulation and sealing systems; f) construction of the walkable roof and plenum barrier; g) installation of the floor-finish system; h) coordination of electrical, HVAC, ventilation, fire and other specialist works; i) quality-control measures; j) health and safety measures; k) risk identification and mitigation; l) acoustic performance verification; and m) testing, commissioning and handover. The methodology must be supported by a project implementation programme indicating the proposed sequence of activities, key milestones, activity durations and planned completion dates. Points shall be allocated only for the required elements expressly addressed in the submitted methodology. Each element must include a project-specific description of the proposed method or activity. Generic statements, unsupported commitments, copied standard procedures or information not relevant to the project shall not be regarded as evidence that the applicable requirement has been addressed.		Methodology addresses ten (10) to twelve (12) required elements and includes a project-specific implementation programme.	18
		Methodology addresses seven (7) to nine (9) required elements and includes a project-specific implementation programme.	12
		Methodology addresses one (1) to six (6) required elements, or provides a generic methodology that is not specific to the project.	5
Experience of Key Personnel – 25 Points			
The bidder shall submit detailed CV and relevant supporting qualifications for the proposed key personnel.	Project Manager	Minimum five (5) years’ relevant experience in managing building construction, interior fit-out or specialist construction projects, with valid SACPCMP registration as a Professional Construction Project Manager (PrCPM) or an equivalent relevant category. The bidder must submit the Project Manager’s CV and proof of current SACPCMP registration.	10
	Site Supervisor	Minimum three (3) years’ relevant	5

		experience supervising building construction, interior fit-out, drywall, acoustic or comparable specialist construction works. The bidder must submit the Site Supervisor's CV and supporting evidence of relevant experience.	
	OHS Officer	A recognised Certificate, Diploma or Degree in Occupational Health and Safety, Safety Management or an equivalent qualification, with valid SACPCMP registration in the applicable category. The bidder must submit the OHS Officer's CV, certified qualifications and proof of current SACPCMP registration.	5
	Construction / Fit-Out Specialist	Minimum three (3) years' relevant experience in the installation and coordination of specialist interior fit-out works, including studio, broadcast, recording or comparable technical environments	5
Project Programme and Completion Period – 15 Points			
The bidder shall submit a detailed project programme demonstrating completion of the works within the required three-month contract period. The programme shall include: • design and technical submissions; • procurement and material lead times; • construction activities; • specialist installations; • inspections and quality-control activities; • testing and acoustic verification; • commissioning; • defect rectification; and • handover.		Programme addresses all nine (9) required activities, includes activity durations, start and completion dates, key milestones and logical sequencing, and demonstrates completion within the required three (3)-month contract period.	15
		Programme addresses seven (7) to eight (8) required activities, includes activity durations and key milestones, and demonstrates completion within the required three (3)-month contract period.	10
		Programme addresses five (5) to six (6) required activities and demonstrates	5

	completion within the required three (3)-month contract period.	
	No programme submitted or programme exceeds the required period	0
Quality Assurance and Testing Plan – 10 Points		
The bidder shall submit a project-specific quality-assurance and testing plan addressing: a) inspection and approval of materials; b) installation inspections; c) acoustic sealing and airtightness; d) drywall and finishing quality; e) coating and paint-quality inspections; f) floor-installation quality; g) acoustic performance testing; h) defect identification and rectification; and i) final inspection and handover. For each applicable requirement, the Quality Assurance and Testing Plan must identify: • The inspection or testing activity to be undertaken; • The applicable quality standard, specification or acceptance criterion; • The responsible person or party; and • The inspection, test or quality record to be maintained	The Quality Assurance and Testing Plan addresses all nine (9) specified requirements and includes the required inspection, testing, responsibility and record information for each requirement	10
	The Quality Assurance and Testing Plan addresses seven (7) to eight (8) specified requirements and includes the required information for the applicable requirements.	7
	The Quality Assurance and Testing Plan addresses four (4) to six (6) specified requirements and includes the required information for the applicable requirements.	3
	The Quality Assurance and Testing Plan addresses fewer than four (4) specified requirements, is generic, or does not contain sufficient information to verify the proposed quality-control measures.	0

Joburg City Theatres reserves the right to:

- Verify any information submitted by bidders.
- Contact references to confirm performance.
- Conduct site visits to warehouses or distribution centers where necessary.
- Request additional supporting information to substantiate claims made in the bid.
- Disqualify bidders who submit false or misleading information.

STAGE 3: PRICE AND PREFERENCE POINTS EVALUATION

Stage 3 will be evaluated on 80/20 Preference Point System (i.e., 80 points on Price and 20 points on Specific Goals).

Evaluation Using the 80/20 Preference Points System

1) **Price** [Weighted score 80 points]:

Joburg City Theatres will utilize the following formula in its evaluation of Price:

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

P_s = Score for the Bid under consideration

P_t = Price of Bid under consideration

P_{min} = Price of lowest acceptable Bid

2) **Specific Goals criteria** [Weighted score 20 points] [MBD6.1]

SUMMARY: Pre-Qualification Thresholds and Final Evaluated Weightings

<i>EVALUATION CRITERIA</i>	<i>POINTS</i>
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1. **General**

- The quotation must be valid for 90 days from closing date.
- Quotation prices must include delivery and all equipment related to the successful completion of job.
- JCT is not bound to accept any Bid and reserves the right to take up all or a part of the bid.

2. **Service Levels**

- An experienced account representative(s) is required to work with Joburg City Theatres' Supply Chain Management department. Additionally, there shall be a minimal number of people, fully informed and accountable for the agreement.
- Joburg City Theatres will have regular reviews with the Service Provider's account representative on an on-going basis.
- Joburg City Theatres reserves the right to request that any member of the Service Provider's team involved on the Joburg City Theatres account be replaced if deemed not

to be adding value for Joburg City Theatres.

- The Service Provider guarantees that it will achieve a 100% [hundred per cent] service level on the following measures:
 - a) Random checks on compliance specifications
 - b) On-time deliverables
- The Service Provider must provide a telephone number for customer service calls.
- Failure of the Service Provider to comply with stated service level requirements will give Joburg City Theatres the right to cancel the contract in whole, without penalty to Joburg City Theatres, giving 30 [thirty] days' notice to the Service Provider of its intention to do so.

Acceptance of Service Levels:

YES	
-----	--

NO	
----	--

3. SUMMARY: Post Bid Negotiations

Joburg City Theatres reserves the right to conduct post Bid negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should Joburg City Theatres conduct post Bid negotiations, Respondents will be requested to provide their best and final offers to Joburg City Theatres based on such negotiations. A final evaluation will be conducted in terms of 80/20 and the contract will be negotiated and awarded to the successful Respondent(s).

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. Bids will not be considered if these requirements are not met.

1. Previously a taxpayer (bidder) was required to submit a valid, original paper Tax Clearance Certificate (TCC), the tax payer/ bidder MUST now submit TAX COMPLIANCE STATUS PIN NO. Bids WILL NOT be considered if the correct PIN NO and Tax Reference Number are not included in this document
2. Applications for the Tax Clearance Certificates MUST be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za or contact the SARS Contact Centre on 0800007277
3. The bidder (Name) Hereby grants Joburg City Theatres Permission to use the following TAX COMPLIANCE STATUS PIN NO With reference to the following Tax reference Number.....
4. The bidder (Name)Hereby further grants SARS permission to disclose the bidders TAX COMPLIANCE STATUS to JCT on an on-going basis during the Contract Term.
5. A bidder who appoints a Sub-Contractor / Joint Venture / Consortia to execute a portion of a contract (Sub-Contractor in excess of National Treasury threshold) must ensure that each appointment is TAX COMPLIANT and remains TAX COMPLIANT for the duration of the contract. Successful bidders must provide JCT authority from their appointments confirming that SARS may, on an on-going basis during the contract term, disclose the appointed Sub-Contractor / Joint Venture / Consortia TAX COMPLIANCE STATUS.
6. A bidder who acts on behalf of an undisclosed principal must disclose such a fact upon submission of a bid as well as identity of that principal. The TAX COMPLIANCE STATUS of that principle must be verified in the same manner as that of the bidder. The same principle applies mutatis mutandis to any Sub-Contractor / Joint Venture / Consortia appointed by a successful bidder to execute a portion of a contract.
7. The TAX COMPLIANCE STATUS of all parties must be disclosed and verified if the bidder consist of a partnership and
8. A bidder, who is not resident in the Republic of South Africa, must apply for TAX CLEARANCE at SARS.

SIGNATURE OF BIDDER _____ DATE: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

WITNESS 1 _____ DATE: _____

WITNESS 2 _____ DATE: _____

SECTION 3

PRICING AND DELIVERY SCHEDULE

Respondents are required to complete and submit.

- (i) A signed, dated and stamped quotation.

1. Notes to Pricing

- a. Please indicate your total bid price here: R..... (compulsory)
- b. **Important: It is mandatory to indicate your total bid price as requested above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the one indicated above shall be considered the correct price.**
- c. To facilitate like-for-like comparison, bidders must submit pricing strictly in accordance with this pricing schedule and not utilize a different format. **Deviation from this pricing schedule could result in a bid being declared non-responsive.**
- d. Prices quoted must be held valid for a period of **120 [HUNDRED AND TWENTY] days** from the closing date of this Bid.

NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).

- e. Please note that should you have offered a discounted price(s), Joburg City Theatres will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- f. Are the rates quoted firm for the full period of the contract?

YES	NO
-----	----
- g. **Mandatory:** If not firm for the full period, provide details of the basis on which adjustments shall be applied e.g., CPI, and also details of the cost breakdown.
- h. All prices must be VAT inclusive and must be quoted in South African Rand (ZAR)
- i. The bidder must supply a **detailed quote as an annexure** with the full specs of the hardware quoted on to this quote. Failure to meet any of the specifications will result in the bid not being considered.

NB: It will be in the best interest of the bidder to base his bid with full and comprehensive information to ensure that the final solution is not jeopardised by an uneconomic bid price.

QUOTATION FORM

I/We _____ hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard Terms and Conditions for the Supply of Goods or Services to Joburg City Theatres; and
- Any other standard or special conditions mentioned and/or embodied in this bid document.

I/We accept that unless Joburg City Theatres should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Joburg City Theatres' acceptance thereof shall constitute a binding contract between Joburg City Theatres and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Joburg City Theatres may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Joburg City Theatres in calling for Quotations afresh and/or having to accept any less favourable offer.

Price Schedule

I/We quote as follows for the goods required:

No.	Description	Unit	Qty	Amount (Excl. VAT)
1	Preliminaries, site establishment, site verification, protection of existing facilities and site management	Lump Sum	1	
2	Structural steel surface preparation and protective coating system	Lump Sum	1	
3	Supply and installation of acoustic drywall systems, including framing, boards, insulation, acoustic sealants, fixings and associated components	Lump Sum	1	
4	Supply and installation of acoustic insulation and sealing systems	Lump Sum	1	
5	Construction of the walkable roof and plenum barrier, including all structural supports, finishes and associated works	Lump Sum	1	
6	Supply and installation of the specified floor-finish system, including substrate	Lump Sum	1	

	preparation, underlay, finishes and trims			
7	Coordination and integration of electrical, HVAC, ventilation, fire and other specialist works	Lump Sum	1	
8	Coatings, painting, finishes and making good	Lump Sum	1	
9	Quality-control inspections, testing and records	Lump Sum	1	
10	Testing, acoustic verification, commissioning and defect rectification	Lump Sum	1	
11	Project close-out, cleaning, waste removal, certificates, warranties, as-built information and handover documentation	Lump Sum	1	
SUBTOTAL				
VAT				
TOTAL BID PRICE INCLUSIVE OF VAT				

Pricing Instructions

1. All prices must be quoted in South African Rand (ZAR).
2. Prices must be fixed and firm for the duration of the contract and must include all costs required to complete the works.
3. The bidder must complete all applicable pricing fields. Blank or omitted prices may be regarded as included in other prices.
4. No additional costs will be payable for work, materials or services reasonably necessary to complete the scope of work, unless approved in writing by JCT in accordance with the contract.
5. The total bid price shall be used for bid evaluation and adjudication.
6. The pricing schedule must be signed by the bidder or an authorised representative.

By signing this Quotation Form the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar, and agrees, with all the conditions governing this bid, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated in **Section 2, (Conditions and Evaluation of bids)** and Joburg City Theatres will recognize no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

SIGNED _____ DATE _____

PRINT NAME _____ DESIGNATION _____

SECTION 4

DECLARATION OF INTEREST

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

3.1 Full Name:

3.2 Identity Number:.....

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars

.....

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

3.7.1 If so, furnish particulars.....

.....

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

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

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

3.8.1 If so, furnish particulars

.....

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

3.9.1 If so, furnish particulars.....

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

3.10.1If so, furnish particulars

.....

3.11Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.11.1If so, furnish particulars.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME) _____

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 The applicable preference point system for this tender is the 80/20 preference point system.

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

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

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

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No.5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

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

Where?

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

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

3.2.1 POINTS AWARDED FOR PRICE

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

Where?

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system

will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

Table 1 (80/20): Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Percentage (%) Ownership by HDIs	Points (05)	
81 - 100	5	
61 - 80	4	
41 - 60	3	
21 - 40	2	
1 - 20	1	
0%	0	
Percentage (%) Ownership by Women	Points (8)	
91 - 100	8	
81 - 90	7	
71 - 80	6	
61 - 70	5	
51 - 60	4	
41 - 50	3	
21 - 40	2	
1 - 20	1	
0	0	
Percentage (%) Ownership by Youth	Points (6)	
81 - 100	6	
71 - 80	5	
61 - 70	4	
41 - 60	3	
31 - 40	2	
1 - 30	1	
0%	0	
Percentage (%) Ownership by Disability	Points (1)	
1 - 100	1	
0%	0	

Table 2 (90/10): Specific goals for the tender and points claimed are indicated per the table below.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Percentage (%) Ownership by HDIs	Points (2)	
51 - 100	2	
1 - 50	1	
0%	0	
Percentage (%) Ownership by Women	Points (4)	
81 - 100	4	
61-80	3	
21-60	2	
1-20	1	
0%	0	
Percentage (%) Ownership by Youth	Points (3)	
71 - 100	3	
41 - 70	2	
1 - 40	1	
0%	0	
Percentage (%) Ownership by Disability	Points (1)	
1 - 100	1	
0%	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number:

4.5 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify

that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	
	

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 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 of Restricted Suppliers 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 Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> 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.	Yes ☐	No ☐
4.1.1	If so, furnish 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, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM 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

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 *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3) Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a) take all reasonable steps to prevent such abuse;
 - b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4) This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5) In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

BID 00408/26: Construction Of a Podcast Studio at Joburg Theatre

In response to the invitation for the bid made by:

JOBURG THEATRE (SOC) LTD t/a JOBURG CITY THEATRES

(Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

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.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4:

GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

8 May 2007

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General Conditions of Contract

1. Definitions

1. 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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad markets 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 goods 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 official written order issued for the supply of goods or 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

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), 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 goods, 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 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall

extend only 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.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) 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
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size

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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (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, 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.
- 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 and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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 contracts 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 supplier's 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 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 goods are required, or the supplier's services are not readily available.

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21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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 judgement 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.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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 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 for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) 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.

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.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

- 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 SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

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