

INVITATION TO SUBMIT A PROPOSAL FOR REQUIREMENTS OF THE SOUTH AFRICAN BUREAU OF STANDARDS (SABS)

RFP NUMBER: 201564

DESCRIPTION: CONSTRUCTION OF HVAC AT LIGHTING LAB

COMPULSORY BRIEFING SESSION (ONLY NEW BIDDERS)

DATE: 20 NOVEMBER 2024

TIME: 10:00am

VENUE: SABS HEAD-OFFICE, 1 DR LATEGAN ROAD, GROENKLOOF, PRETORIA

BIDDERS INTERESTED IN ATTENDING THE BRIEFING SESSION MUST SEND AN INTENT TO ATTEND VIA AN EMAIL TO lerato.monyepao2@sabs.co.za NO LATER THAN 18 NOVEMBER 2024 AT 15:00PM

NB: IT IS NOT COMPULSORY FOR BIDDERS THAT ATTENDED THE PREVIOUS BRIEFING SESSION (RFP 201479) TO ATTEND THE BRIEFING SESSION.

CLOSING DATE: 03 DECEMBER 2024

CLOSING TIME: 11:00am

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**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL BEING DISQUALIFIED)**

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	(CODE)		(NUMBER)
FACSIMILE NUMBER	(CODE)		(NUMBER)
CELLPHONE NUMBER			
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED?	YES or NO
HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED?	YES OR NO
<p><u>IF YES, WHO WAS THE CERTIFICATE ISSUED BY?</u></p> <p>AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) <input type="checkbox"/></p> <p>A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) <input type="checkbox"/></p> <p>A REGISTERED AUDITOR <input type="checkbox"/></p> <p>[TICK APPLICABLE BOX]</p>	

NAME OF AUTHORISED PERSON	
SIGNATURE OF BIDDER	
CAPACITY UNDER WHICH THIS BID IS SIGNED	
DATE	

1. Intent

The South African Bureau of Standards (SABS) is inviting experienced and reputable (Suppliers) Bidders to submit proposals for the construction of HVAC at Lighting Lab.

2. Confidentiality

This document may not be used for any purpose by the Bidder other than for developing their response to it, and all reasonable efforts must be taken by the Bidder to ensure confidentiality of any information provided. This document and any other information of a confidential nature provided to the Bidder during the Request for Proposal (RFP) process are to be covered by the non-disclosure agreement signed between the SABS and the Bidder.

3. Procedural compliance

3.1 Intent to respond

An interested Bidder is required to advise the SABS of its intention to submit a proposal by completing and returning the "Intention to Respond" form (Appendix B) no later than **03 December 2024**. Should a party decide not to respond to this RFP, you are requested to continue to treat the information as confidential in perpetuity.

3.2 Responsibility for costs

Under no circumstances shall the SABS accept any responsibility whatsoever for any of the Bidder's costs associated with the preparation and/or submission of its Bid/Proposal, including any costs incurred by the Bidder prior to the signature, by both parties, of an agreement resulting from a successful bid.

3.3 Amendments to the RFP

Amendments to this document shall only be effective if agreed by the SABS and confirmed in a written addendum to the RFP. The SABS reserves the right to modify the scope of this document at any time prior to and after the award of the tender.

3.4 Delivery of proposals or bids

The Bidder is responsible for ensuring that the Bid/Proposal is submitted and delivered on time to Tenders.Lerato@sabs.co.za. The SABS undertakes that the Bids/Proposals shall be stored in a secure place, opened at the same time and not before the deadline for submission.

Note: The above email address should only be used for submission of proposals. No clarity seeking questions should be sent to this email address. (see 4.2 below)

3.5 No obligation to proceed

The SABS reserves the right to discontinue the RFP process at any time prior to the formation of the envisaged agreement and will give written reasons for the cancellation upon written request to do so. The SABS, its subsidiaries, shareholders, advisors, directors, employees, representatives including the SABS Representative shall not be liable for any losses, claims or damages of whatsoever nature or howsoever arising that may be sustained by a Bidder or any other person as a result of its participation or any amendment, termination or suspension of the process set out in this RFP or its exclusion from participating in the tender process at any point. It is an express term that SABS shall in no way be liable for any indirect/consequential damages, loss of profits, etc. suffered by the Bidder during the RFP process, award, negotiating and/or contracting phase.

After any cancellation of the tender process or the rejection of all tenders due to non-compliance with the thresholds, SABS may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time.

3.6 No contract

Bidders shall note that this RFP does not commit the SABS to any course of action resulting from the receipt of Bids/Proposals and the SABS may, at its discretion, reject any Bid/Proposal that does not conform to instructions and specifications that are contained herein or select a Bidder based upon its own unique set of criteria. SABS also reserves the right not to select a Bidder/award the tender. The SABS does not become bound by any obligations prior to the signature, by both parties, of an agreement - to be negotiated, resulting from a successful bid.

Nothing in this document shall be construed as a contract between the parties and no communication, whether verbal or written, by the SABS personnel or agents during the course of this process shall create such a contract in respect of the requirements specified in this RFP.

SABS shall not be liable for any fees incurred due to any work done/services performed by the Bidder prior to signature, by both parties, of an agreement resulting from a successful bid.

3.7 Validity of proposals

The proposal shall remain valid for a period of one hundred and twenty (120) days from the submission date, where after such proposal expires. SABS retains the right, but is under no obligation, to request Bidders to extend the validity periods of their proposals, prior to expiry thereof. Such request, if any, shall be in writing. The Bidder is not obliged to extend the validity period.

3.8 Intellectual Property

The Bidder undertakes that the SABS retains ownership of all Intellectual property rights on all material and processes developed that relate to the service provided for and on its behalf by the Bidder. The Bidder undertakes to transfer all said Intellectual Property Rights, whether registered and / or unregistered, to the SABS, including undertaking to sign all forms necessary to affect such transfer.

4. General Instructions

4.1 Assumptions

The SABS has endeavoured to provide sufficient guidance to inform Bidders' Bids/Proposals. However, it may be necessary to make some assumptions. Where assumptions have been made these must be documented in the Bid/Proposal. The SABS accepts no responsibility for assumptions made by the Bidder.

4.2 Requests for clarification/additional information

Requests for additional information, questions or issues fundamental to the quality or clarity of the response should be submitted using the 'Request for Proposal Enquiry' (Appendix N). Additional information will be provided at the discretion of the SABS. The SABS also reserves the right to provide the same information to all other interested Bidders.

4.3 Contact information

All enquiries regarding this RFP must be e-mailed to Lerato.Monyepao2@sabs.co.za. Bidders must not contact any other SABS personnel regarding this RFP as this may lead to disqualification of the bid. Also note that any canvassing by Bidders regarding this RFP will result in disqualification.

4.4 Timescale

The proposed timescales for the RFP process are indicated below.

Item	Milestone	Date
1	Date of RFP advertisement	11 November 2024
2	Compulsory Briefing session (only new bidders) SABS Headoffice, 1 Dr Lategan Road, Groenkloof	20 November 2024, 10:00am
5	Final Date for Bidders to submit consolidated requests for clarification (Questions) Questions to be send to Lerato.Monyepao2@sabs.co.za	22 November 2024
6	SABS clarification. (Not further clarification after this date)	26 November 2024
5	Appendix C, Non-disclosure Agreement /Confidentiality Undertaking signed and submitted	03 December 2024
6	Appendix B, Intention to respond released and submitted	03 December 2024
7	Proposal Submission Date Proposals to be send to Tenders.Lerato@sabs.co.za	03 December 2024, 11:00am
8	Evaluation of proposals	TBA
9	Awarding of Tender (Next TC seating)	TBA

4.5 Management summary

This section should be submitted as a separate document. The information to be provided in the Management Summary shall include, but not be limited to the following items.

- Company profile
- Completed 'Statement of compliance' (Appendix K)

4.6 Presentations

The SABS reserve the right to request bidders to present for clarification.

4.7 Clarification and inspections

The SABS may submit clarification in writing on specific tender aspects to obtain a better understanding of the received bid/s. This may also include possible inspections of the Bidder's premises at an agreed upon date and time.

4.8 Submitting a response

4.8.1 Due date

- Proposals/ Bids are to be submitted by closing date and time as stipulated on page 1.
- Proposals/ Bids must be submitted **electronically** to Tenders.Lerato@sabs.co.za indicating the tender **reference number** and **description on the subject**. **Maximum size 14MB**.

- Proposals/ Bids must be submitted on **PDF Files** (compressed zipped folder if necessary).
- Proposals/Bids submitted **via a link and/or “we transfer” will not be accepted.**
- The responsibility for on-time submission rests entirely with the Bidders.
- **Late submissions will NOT be accepted.**
- **The above email address should only be used for submission of proposals. No clarity seeking questions should be send to this email address.**

4.8.2 Proposal format

Each proposal shall include a detailed description of the Bidder’s capabilities with regard to the requirements set out in **Appendix A and Section 5.3** of the Mandatory Evaluation.

4.8.3 Central Supplier Database (CSD) Registration

Service providers and suppliers who wish to render services to SABS will no longer register at SABS directly. Suppliers will have to register on National Treasury Central Supplier Database (CSD) as per National Circular No 3 of 2015/6 – Central Supplier Database; National Treasury will maintain the database for all suppliers for Government and its institutions; and All existing and prospective suppliers are requested to register on the CSD by accessing the National Treasury website at www.CSD.gov.za.

5. Evaluation

5.1 Returnable documents

Bidders must provide the following administrative compliance documents.

[TICK APPLICABLE BOX]

NO	APPENDIX	TICK
1	Appendix A Scope of Work	
2	Appendix B Company experience/ project list	
3	Appendix C Intention to Respond	
4	Appendix D SBD 4 Bidder’s Disclosure	
5	Appendix E Signed Non-disclosure agreement	
6	Appendix F SBD 6.1 Preference points claim form in terms of the Preferential procurement Regulation 2022	
7	Appendix G CSD Report / Proof of banking details for international suppliers	
8	Appendix H BBBEE/ Sworn affidavit (claim specific goals)	
9	Appendix I Management Summary (including Statement of Compliance)	
10	Annexure J Statement of Compliance	
11	Appendix K Page 2 of the RFP Document	
12	Appendix L Audited Financial Statements	
13	Appendix M Request for Proposal Enquiry	
14	Appendix N Service Agreement	
15	Appendix O JBCC Agreement	
16	Annexure A Architectural	
17	Annexure B Electrical	
18	Annexure C Mechanical	

5.2 Disqualifying criteria is as follows:

- Bidders who do not meet all the requirements as specified on the RFP document scope of work will not be evaluated any further.
- Bidders whose solution is encumbered by any Intellectual Property rights, whether registered and / or unregistered, including but not limited to Copyrights, Patents, Know-How, Registered Designs, Trademarks, Trade Secrets and the like, will not be considered for award of the bid.
- Bidders who make a misrepresentation on the above 2 points or any other material fact.

5.3 Mandatory Requirements

- Attendance of compulsory briefing session (New Bidders). Bidders that attended briefing session for RFP 201479 are not compelled to attend the briefing session.
- Bidder must have a CIDB contractor grading designation of 3ME or Higher – Bidder must submit/attach proof of valid CIDB registration.
- Bidder must attach a valid COIDA.
- Certified Installation Electrician.
- Registration gasses, accredited for safe handling of refrigeration gasses – proof of accreditation issued by but not limited to (relevant accreditation body) i.e SAIRAC, SARACCA, ACRA, etc must be attached.

Only bidders that submitted and/or meet all the mandatory required documents will be evaluated further on technical evaluation.

5.4 Technical Evaluation

Bids will be evaluated in terms of the Preferential Procurement Regulation of 2022 where the 80/20 preference points system will be used.

Bids will be evaluated in terms of Functionality based on the following criteria:

no.	Selection Criteria		
	Functionality will be measured on a scale of 1-5. Very poor:1, Poor:2, Average:3, Good:4, Excellent:5	sub weight	Weight
1	Company Experience		
	The bidding company must demonstrate experience on similar type (construction of HVAC) successfully completed within the last 7 years. Bidders must submit contactable reference letters of successfully completed HVAC projects.		30%
	No similar type of projects	0	
	1 similar type of construction projects completed in the last 7 years	1	
	2 similar type of construction projects completed in the last 7 years	2	
	3 similar type of construction projects completed in the last 7 years	3	
	4 similar type of construction projects completed in the last 7 years	4	
	5 or more similar type of construction projects completed in the last 7 years	5	
2	Company Experience (controlled humidity and controlled temperature)		
	The Contractor will demonstrate experience on similar accuracy projects successfully completed within the last 7 years. This is a quality requirement regarding the accuracy of the HVAC systems that the contractor has completed. Bidders are encouraged to complete Appendix B: Company experience/project list..		30%
2.1	Company Experience (controlled humidity and controlled temperature) ±2°C and RH ±5%		
	No projects and/or relevant experience	0	
	1 Project Accuracy: temperature±2°C and RH ±5%	1	
	2 Project Accuracy: temperature±2°C and RH ±5%	3	

	3 or more Project Accuracy: temperature $\pm 2^{\circ}\text{C}$ and RH $\pm 5\%$	5	
2.2	Company Experience (controlled humidity and controlled temperature) $\pm 2^{\circ}\text{C}$ and RH $\pm 15\%$		
	No projects and/or relevant experience	0	20%
	1 Project Accuracy: temperature $\pm 2^{\circ}\text{C}$ and RH $\pm 15\%$	1	
	2 Project Accuracy: temperature $\pm 2^{\circ}\text{C}$ and RH $\pm 15\%$	3	
	3 Project Accuracy: temperature $\pm 2^{\circ}\text{C}$ and RH $\pm 15\%$	5	
3	Project Plan		
	Bidders must provide a detailed project plan including but not limited to the key milestones and timelines.		20%
	No project plan and/or schedule provided	0	
	Project plan and schedule is inadequate, or no information provided i.e indication of key milestones, timelines etc	1	
	Project plan and schedule is average, i.e. lacks information on either estimated start and finish dates, major milestones and critical path, estimated duration and logic to reach completion.	3	
	Project plan and schedule is high level, i.e. shows estimated start and finish dates, major milestones and critical path and estimated duration and logic to reach works completion. Program and schedule also contain information on execution and integration of the scope of work.	5	
			100%
Minimum threshold is 70%			

NB: Only bidders who meet the 70% minimum threshold on functionality evaluation will be evaluated on the 80/20 preference point system of 2022. (Pricing and Specific Goal)

6. Preference Point System (Price and Specific Goals)

Bids will be evaluated in terms of the Preferential Procurement Regulation of 2022, where the 80/20 preference points system (price and specific goals) will be used.

7. Feedback on Proposals

Once the recommendation to the Tender Committee has been approved, the successful and unsuccessful bidder(s) will be notified in writing.

Successful bidder/s will be issued with a notification letter. Such notification does not constitute an agreement. The award is wholly subject to the successful Bidder entering into a duly signed contract with SABS.

8. Contracting

Successful bidder(s) will be required to enter a contract with the SABS. **JBCC Principle Building Agreement (Edition 6.1 of March 2014) prepared by the Joint Building Contracts Committee Inc will be used in conjunction with the SABS General Conditions.** A formal Agreement will be signed with the successful bidder and SABS further reserves the right to amend, alter or delete clauses relating to, but not limited to insurance, indemnity, undertaking, guarantees, Intellectual Property, service levels and / or tax compliance.

SABS shall not be liable for any costs expended by the bidder prior to any formal agreement being signed. **It is therefore imperative that NO SERVICES are rendered prior to the formal agreement becoming effective.**

Appendix A – Scope of Work

NB: Refer to Annexure A, Annexure B and Annexure C for detailed scope of work.

ANNEXURE A: ARCHITECTURAL

- BOQ
- INTERNAL PAINT SPECIFICATION
- P230572 – PD – 100 - COMBINED FLOOR PLAN
- P230572 – PD – 101 – COMBINED CEILING PLAN

ANNEXURE B: ELECTRICAL

- P23072-PD-ELE-200-REV0B – MG06A LIGHTING & POWER LAYOUT
- P23072-PD-ELE-201-REV0B – MG06B & MG06C LIGHTING & POWER LAYOUT
- P23072-PD-ELE-202- REV0B – MG08 &EG04 LIGHTING LAYOUT
- SABS Lighting Lab-Elec-BOQ
- ELECTRICAL TENDER SPECIFICATION DOCUMENT

ANNEXURE C: MECHANICAL

- SABS LIGHTING LAB – HVAC-BOQ
- MECHANICAL TENDER SPECIFICATION DOCUMENT
- P23072 - TN-MEC-101-REV 0A – ROOM MG08 HVAC LAYOUT
- P23072 - TN-MEC-102-REV 0A – ROOM MG06A HVAC LAYOUT
- P23072 - TN-MEC-103-REV 0A – ROOM MG06B HVAC LAYOUT
- P23072 - TN-MEC-104-REV 0A – ROOM EG04 HVAC LAYOUT

NB: JBCC 2014 Building Principal Agreement form of contract will be used in conjunction with the SABS General Conditions.

Appendix B

Company Experience/ List of Projects successfully completed (to the client's satisfaction)

NB: To be filled in to support/substantiate the stated experience under the evaluation criteria and bidders are encouraged to complete and return to SABS as part of the proposal.

Client/ Company Name	Contact person/ telephone number/ email	Project name	Project start and end date	Temperature setpoint	Temperature tolerances	Humidity setpoint	Humidity tolerances

Note to Bidder: *If the bidder requires more space than provided above it must prepare a document in substantially the same format setting out all the information referred to above.*

Bidder name: _____

Authorized signatory: _____

Date: _____

Appendix C

Intention to respond to the Request for Proposal

We hereby accept / decline your Request for Proposal.

Company: _____

Company Representative: _____

Position/Title: _____

Signature: _____

Please state a brief reason for declining this Request for Proposal _____

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state?

YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read, and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 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 consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 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.

² 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.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2022/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

Appendix E

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made BETWEEN

The South African Bureau of Standards (SABS), an organisation established in terms of section 2 of the Standards Act (29 of 1993), whose registered office is at 1 Dr Lategan Road, Groenkloof, Pretoria, 0001, South Africa.

AND _____ (“the Bidder”),
Registration Number: _____ whose registered office is at

(Hereinafter referred to as the “parties”)

WHEREAS in the course of discussions and/or negotiations with the South African Bureau of Standards, the Bidder has received, or may receive in future, information relating to **201564** for the South African Bureau of Standards and other related information hereinafter referred to as “Confidential Information”. “Confidential information” shall include, but not be limited to any information disclosed by the SABS and / or any of its their affiliates, employees, agents, representatives, subcontractors and consultants to the Bidder, its employees, agents, representatives and consultants, whether orally, in writing, by graphic, pictorial or electronic format, which information includes but is not restricted to Business information, including know how, commercial and technical aspects of products, processes and services; status and capabilities of the SABS’ business; The SABS or its subcontractors’ marketing and planning programs, products specifications, Service specifications, plans, drawings, test results and findings; financial, operational and technical data; and particular types of technologies and inventions, that already currently exist or that the SABS wishes to be developed, which could be subject to intellectual property rights, whether registered and/or unregistered.

Therefore, the parties wish to agree as follows:

1. The Bidder undertakes to keep strictly secret and confidential all confidential information relayed or transmitted to it in any manner or form and will not divulge any part of the Confidential Information directly or indirectly to any person, firm or entity (other than such of its employees who have a need to know the Confidential Information for the purposes of fulfilling the Bidder’s obligation to the South African Bureau of Standards).
2. The Bidder undertakes to not make copies of the Confidential Information or otherwise disseminate any of the Confidential Information (except as may be required to fulfil specific obligations towards South African Bureau of Standards) without South African Bureau of Standards express prior written consent.
3. This agreement applies to information whether or not such information is marked as or appears to be confidential and whether or not such information is of commercial use to South African Bureau of Standards or any other party.
4. This agreement shall not apply to information which: -
 - (a) the Bidder can show had been lawfully received by it prior to disclosure under this agreement.
 - (b) is in the public domain or becomes so otherwise than through breach of this agreement;
 - (c) was disclosed to the Bidder by a third party who was under no obligation of confidence in respect thereof;

5. The Bidder further undertakes that the South African Bureau of Standards retains ownership of all Intellectual property rights on all material and processes developed that relate to the service provided for and on its behalf by the Bidder. The Bidder undertakes to transfer all said Intellectual Property Rights, whether registered and / or unregistered, to the SABS, including undertaking to sign all forms necessary to affect such transfer.
6. The Bidder acknowledges that the confidentiality obligations extend from signature of this agreement and survive the termination of the tender process, whether the Bidder is successful or not.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate.

Signed at.....on this.....day of2024

On behalf of the South African Bureau of Standards (signature) Lerato
Monyepao (Supply Chain Management)

Witness 1. Witness 2.

Signed at..... on this..... day of2024

Signed on behalf of the Bidder, duly authorised thereto..... (signature)

..... (name) (title)

Witness 1. Witness 2.

To: Tenders.Lerato@sabs.co.za

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 To be completed by the organ of state

a) 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 To be completed by the organ of state:

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

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

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

Specific Goal	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Persons historically disadvantaged on the basis of race	100% black ownership		10		
	75% - 99% black ownership		8		
	60% - 74.99% black ownership		6		
	51% - 59.99% black ownership		4		
	1% - 50.99% black ownership		2		
	0% black ownership		0		
Persons historically disadvantaged on the basis of gender	100% black women ownership		6		
	51% - 99% black women ownership		4		
	1% - 50.99% black women ownership		2		
	0% black women ownership		0		

Persons historically disadvantaged on the basis of disability	100% owned by persons living with disabilities		4		
	51% - 99% owned by persons living with disabilities		2		
	0% - 50.99% owned by persons living with disabilities		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:

.....

.....

.....

**Appendix G
CSD REPORT**

Appendix H – BBBEE Certificate/Sworn Affidavit (Claim Specific Goals)

**Appendix I
Management Summary**

Appendix J

Statement of Compliance to the Request for Proposal

Company Name: _____

Proposed Service: _____

It is hereby confirmed that the proposal response to the SABS' RFP is fully compliant with all points with the exception of the specific issues outlined below:

Signed: _____ (Authorised Signatory)

Name: _____

Position: _____

Date: _____

Appendix L
AUDITED FINANCIAL STATEMENT

Appendix M

Request for Proposal Enquiry

To:Lerato.Monyepao2@sabs.co.za

From:

Questions:

Answers:

To: Lerato.Monyepao2@sabs.co.za

SERVICE AGREEMENT

SERVICES AGREEMENT

Between

SABS

SOUTH AFRICAN BUREAU OF STANDARDS

An entity established in terms of section 2 of the Standards Act No, 1945 (Act No. 24 of 1945), continuing to exist in terms of section 3 of the Standards Act, 2008 (Act No. 8 of 2008) herein represented by _____ in his/her capacity as _____
(hereinafter referred to as "the SABS")

And

XXXXXXXXXXXXXXXX

A company registered as such in terms of the Laws of the Republic of South Africa with registration number _____ herein represented by _____ in his/ her capacity as _____
(hereinafter referred to as "the Service Provider")

General Legal Terms and Conditions of Service

Part A

1. PARTS

This Standard Terms and Conditions is made up of four integral Parts as captured below:

- 1.1 **Part A: General Legal Terms and Conditions of Service;**
- 1.2 **Part B: OHS Agreement;**
- 1.3 **Part C: Special and Commercial Terms of Contract; and**
- 1.4 **Part D: Agreement in terms of Section 21 of Protection of Personal Information Act**

2. INTRODUCTION

- 2.1 The SABS has selected the Service Provider as its preferred service provider for the provision of Goods and Services, as set out in the RFPXXXX read with Annexure “C” (Special and Commercial Terms of Contract) hereto and has issued the Service Provider with a Letter of Award.

3. DEFINITIONS AND INTERPRETATION

This Agreement shall be interpreted according to the following provisions, unless the context requires otherwise:-

- 3.1 “**Agreement**” means this Standard Terms and Conditions, made up of the General Legal Terms and Conditions of Service (**Part A**) with **Parts B, C** and **D** attached hereto, which form an integral part of this document and will be read in conjunction herewith together with the RFP and the Service Provider’s proposal.
- 3.2. “**Anti-Corruption Laws**” means any applicable foreign or domestic anti-bribery and anticorruption laws and regulations, including but not limited to the Foreign Corrupt Practices Act, 1977, as

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amended, 15 U.S.C. -1, et seq. (United States of America); Bribery Act, 2010, as amended, (United Kingdom); and the Prevention and Combating of Corrupt Activities Act, 2004, as amended (Republic of South Africa), as well as any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

- 3.3 “**Business Day**” means a calendar day excluding Saturday, Sunday and public holidays;
- 3.4 “**Confidential information**” means information relating to one party or its agents (the Disclosing party) and/or the business carried on or proposed or intended to be carried on by the Disclosing party and which is made available in connection with this Agreement to the other party (the Receiving party) (or its agents) by the Disclosing party (or its agents) or which is recorded following oral disclosure to the Receiving party and any other information that is otherwise made available, in any form, by the Disclosing party (or its agents) to the Receiving party (or its agents), whether before, on or after the date of this Agreement, including but not limited to the Disclosing Party’s client information; technical information; business information and / or information relating to Intellectual Property of the Disclosing Party and any analysis or specifications derived from, containing or reflecting such information; but excluding information which is publicly available at the time of its disclosure or becomes publicly available (other than as a result of disclosure by the Receiving party or any of its agents contrary to the terms of this Agreement) or was lawfully in the possession of the Receiving party or its agents (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed or following such disclosure, becomes available to the Receiving party or its agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing party (or its agents), which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing party in relation to such information;
- 3.5 “**Contract Period**” means the duration of this Agreement as defined in Part C hereto;
- 3.6 “**Effective Date**” means the date this Agreement comes into operation as defined in Part C hereto;
- 3.7 “**Fees**” means the fees and expenses payable to the Service Provider for the delivery of the Services to the SABS;

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Initial SP

- 3.8 “**Force Majeure**” means and includes acts or omissions of any government, government agency, provincial or local authority or similar authority, any laws or regulations, civil strife, riots, insurrection, sabotage, acts of war or public enemy, prohibition of exports, flood, storm, fire or (without limitation *eiusdem generis*) any other circumstances beyond the reasonable control of the party claiming force majeure or vis major and comprehended in the terms force majeure or vis major;
- 3.9 “**Intellectual Property**” means all Intellectual Property rights including, but not limited to, patents, trademarks, copyright, registered design rights, trade or business names, domain names, know-how, trade secrets, database rights and topography rights, whether registered or unregistered, and all rights or forms of protection of a similar nature in any country; “**Background Intellectual Property**” means the Intellectual Property that is appropriately and documentary proved to vest in either Party or any subcontractor, agent, consultant, or the like of either Party prior to the date of first negotiation between the parties, and Intellectual Property which is licensed to either Party or any subcontractor, agent, consultant, or the like prior to the date of first negotiation between the parties, and which are used in the course and scope of the execution of this Agreement;
- 3.10 “**Law**” means any law, order, rule, regulation, licence conditions or code of any governmental authority of the Republic of South Africa or the promulgation or introduction of any law, order, rule, regulation or code by any governmental authority of the Republic of South Africa.
- 3.11 “**Services**” means the services that the Service Provider will perform for the SABS as defined in **Part C** hereto;
- 3.12 “**Service Provider**” means the party appointed by the SABS as set out in Special Conditions of Contract.
- 3.13 “**Third party**” means any person or entity that is not a party to this Agreement;
- 3.14 “**VAT**” means Value Added Tax imposed in terms of the Value Added Tax Act, Act No. 89 of 1991 (as amended), including any similar tax which may be imposed in place thereof from time to time.
- 3.15 “**Month**” shall mean a calendar month;

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Rev. 0

Initial SP

- 3.16 “**Parties**” shall include the parties’ respective successors-in-title and, if permitted in this Agreement, their respective cessionaries and assignees, consortium members and subcontractors;
- 3.17 “**Person**” shall include an individual, firm, company, corporation, juristic person, Responsible Authority, and any trust, organisation, association or partnership, whether or not having a separate legal personality;
- 3.18 References to the provisions of any Law shall include such provisions as amended, re-enacted or consolidated from time to time in so far as such amendment, re-enactment or consolidation applies or is capable of applying to any transaction entered into under this Agreement;
- 3.19 The Parties acknowledge that each of them has had the opportunity to take legal advice concerning this Agreement, and agree that no provision or word used in this Agreement shall be interpreted to the disadvantage of either party because that party was responsible for or participated in the preparation or drafting of this Agreement or any part of it;
- 3.20 Words importing the singular number shall include the plural and vice versa, and words importing either gender or the neuter shall include both genders and the neuter;
- 3.21 References to “this Agreement” shall include this Agreement as amended, varied, novated or substituted in writing from time to time;
- 3.22 References to any other agreement or document shall include a reference to that agreement or document as amended, varied, novated or substituted from time to time;
- 3.23 General words preceded or followed by words such as “other” or “including” or “particularly” shall not be given a restrictive meaning because they are preceded or followed by particular examples intended to fall within the meaning of the general words, unless inconsistent with the context;
- 3.24 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day in which case the last day shall be the immediately following business day.

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Initial SP

4. APPOINTMENT AND DURATION

- 4.1 The SABS hereby appoints the Service Provider, for the Contract Period, to provide the Services, as set out in **Part C hereto**, in accordance with the terms and subject to the conditions of this Agreement and the provisions of the Standards Act No. 8 of 2008, more in particular sections 26, 27, 30 and 31, as amended from time to time, and the Service Provider hereby accepts such appointment.
- 4.2 This Agreement shall commence on the Effective Date and remain in force for the Contract Period, unless as may be terminated earlier in terms of any applicable provision hereof.

5. RELATIONSHIP

- 5.1 Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the Parties.
- 5.2 Furthermore and for the avoidance of any doubt, the Service Provider acknowledges and agrees that its status under this Agreement is that of an independent contractor and its status shall in no way be deemed to be that of an agent or employee of the SABS, for any purpose whatsoever, and the Service Provider shall have no authority or power to bind the SABS, to contract in the name of the SABS or create a liability against the SABS in any way or for any purpose.

6. SERVICES

- 6.1 The scope of Services is set out in **Part C** hereto
- 6.2 It is understood that the purpose of the Service Provider is to provide the Services in line with this Agreement. SABS will provide the Service Provider with accurate, unbiased and sufficient information and will promptly provide further information that the Service Provider reasonably deems relevant to the performance of its Services in terms of this Agreement and any written request sent to the Service Provider.
- 6.3 The Service Provider shall remain solely liable for any and all of its representatives, employees or sub-contractors who shall remain under the authority and control of the Service Provider. The SABS shall not accept any liability or obligation for such personnel and the Service Provider hereby indemnifies SABS accordingly.

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Initial SP

6.4 The Service Provider will liaise with the SABS' contact person on all arrangements through their contact person.

7. CONTRACT MANAGERS

7.1 The Parties shall within two (2) Days reckoned from the Effective Date, designate their respective contract managers and shall in writing provide each other with their respective contact persons' full name and contact details (being telephone numbers; cell phone number and e-mail addresses).

7.2 The contract managers referred to in clause 7.1 above shall:

- serve as the Parties' first point of contact in matters pertaining to Services;
- be available to consult with each other on matters relating to the Services;
- engage with each other to ensure that day-to-day decisions and approvals in respect of the Services are made timeously; and
- be copied in all legal correspondences addressed to the Parties' *domicilium* addresses as set out in clauses 1.1 and 1.2 of Part C.

7.3 Either Party may at any time, by way of at least five (5) Days' prior written notice to the other, replace its contract manager with any other person. In that event, the Party making any such change shall simultaneously provide the replacement details. The replacement contract manager shall be equally qualified and suitable as its predecessor to perform the obligations stipulated in this Agreement.

8. SUBCONTRACTING AND THIRD-PARTY CONTRACTS

8.1 The Service Provider may, with prior written notice to and written consent of SABS, employ subcontractors for the execution of any portion of its obligations under this Agreement, but such subcontracting shall not relieve the Service Provider of its obligations under this Agreement and the Service Provider shall remain liable for any acts or omissions of such subcontractors, as if the Service Provider had performed them itself. The Service Provider shall further ensure that all subcontractors perform in terms of all applicable provisions of this Agreement.

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Rev. 0

Initial SP

- 8.2 SABS shall have the right during the continued duration of this Agreement to direct the Service Provider to replace any such sub-contractor upon 30 (thirty) days written notice, if the sub-contractor's performance is materially deficient, or good faith doubts exist concerning the sub-contractor's ability to render future performance because of, inter alia, changes in the ownership, management, or the financial condition of the sub-contractor.
- 8.3 Each subcontractor shall be bound by the confidentiality and non-disclosure undertakings in favour of SABS in terms of this Agreement, and the Service Provider undertakes to make the sub-contractor aware of the confidentiality obligations embodied in this Agreement.

9. SERVICE PROVIDER WARRANTIES

- 9.1 The Service Provider recognises that the SABS has entered into this Agreement relying specifically on the Service Provider's representations, being that:
- 9.1.1 it has the authority and all the necessary licences, permits, accreditation and consents to enter into this Agreement and perform and to render the Services to the SABS under this Agreement;
 - 9.1.2 It is the owner of or has the right to use under license any intellectual property employed by it during or as part of the Services;
 - 9.1.3 capacity allocations are in accordance with the Services to be provided; and
 - 9.1.4 it has an adequate number of suitably qualified and trained employees/ members/ subcontractors who shall provide the Services to the SABS in terms of this Agreement, and the allocation by the Service Provider, in its discretion, of employees, members and/or subcontractors in accordance with the technical skill and knowledge required, provided that any exercise of such discretion by the Service Provider shall not negatively impact on the provision of Services by the Service Provider to the SABS.
- 9.2 All work to be performed and Services rendered under this Agreement shall be executed with promptness and due diligence, executed by the Service Provider to the satisfaction of the SABS, so that it meets the objectives of the SABS in seeking such Service.

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Rev. 0

Initial SP

- 9.3 The Service Provider is obliged to promptly inform the SABS of any delays in concluding the Service or of any variances in meeting the required deliverables of the Service. The Service Provider shall do everything within its control to ensure that the Service is not delayed.
- 9.4 The Service Provider shall render the Services in full compliance with any and all applicable and relevant legislation, regulations and guidelines applicable to the Services rendered.
- 9.5 The performance of the Service Provider shall be reviewed periodically. If any of the Services rendered by the Service Provider are not rendered in accordance with this Agreement, SABS shall notify the Service Provider in writing and afford the Service Provider a period of 14 (fourteen) Days to comply with this Agreement, failing which SABS reserves the right, in its sole discretion, to:
- 9.5.1 Act in accordance with clause 19 [Breach] hereof (the period of notice already given to be accordingly taken into account); or
- 9.5.2 If SABS is not satisfied with the performance of any of the Service Providers' representative/s, it shall notify the Service Provider in writing, who shall meet with the SABS contract manager to resolve the dissatisfaction. Where such dissatisfaction is not resolved to the reasonable satisfaction of the SABS within 2 (two) business days, the SABS shall be entitled to invoke the provisions of clause 10.1 below.
- 9.6 The Service Provider shall co-operate in absolute good faith, comply with and accurately and timeously adhere to all reasonable requests by the SABS.
- 9.7 The Service Provider shall be responsible for ensuring compliance with all the provisions of the Occupational Health and Safety Act No. 85 of 1993 ("OHS Act") and any other applicable Law and it indemnifies the SABS against any claim that may arise in respect of such Act/ Law by its representatives/employees against the SABS, as further set out in **Part B** hereto.

10. REMOVAL OF THE SERVICE PROVIDER'S STAFF

- 10.1 The SABS shall be entitled, subject to clause 10.2 below, to request the Service Provider to remove any of its employees, agents, consultants, or the like from its team that renders the Services under this Agreement, if the SABS acting reasonably is of the view that such a person:

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Rev. 0

Initial SP

10.1.1 has performed in a dissatisfactory manner in rendering the Services entrusted to him by virtue of this Agreement;

10.1.2 is a security or safety risk for the SABS;

10.1.3 has conducted himself in a manner detrimental to the relationship between the Parties;

10.1.4 has contravened any of the policies and procedures of the SABS; or

10.1.5 has, based on any reasonable ground, conducted himself or herself in a manner that justifies their removal.

10.2 In its request for the removal of any person as contemplated in clause 10.1 above, the SABS shall in writing inform the Service Provider of the reasons for invoking the removal, and the Service Provider shall, within the period stated in the SABS' request for removal, ensure that the said person is so removed and shall advise the SABS accordingly in writing.

10.2.1 For purposes of this clause 10, the Service Provider indemnifies, protects, defends and holds as harmless the SABS, its employees, officers or agents from and against all actions, claims, losses and damage by any of the Service Provider's employees, agents, consultants or the like so removed in terms of this clause from the Service Provider's team; or

10.2.2 any third party in respect of any and all claims, actions, losses and damage, by and arising from the removal of the Service Provider's employee, agent, consultant or the like from its team as stated in this clause 10.

11. FEES

11.1 As consideration for the Services supplied by the Service Provider to SABS, SABS shall pay the Service Provider the fees as set out in **Part C** hereto.

11.2 The Service Provider shall invoice the SABS for work already done and the SABS shall settle that specific account 30 (thirty) days after date of invoice. All payments made by the SABS to the Service Provider shall be in compliance/ subjected to the policies and procedures including any applicable legislation.

11.3 Each Party shall remain solely responsible for the remuneration of its respective personnel for work performed during any period of this Agreement.

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Rev. 0

Initial SP

11.4 The Service provider indemnifies the SABS from any liability arising out of any incorrect information or banking details provided by the Service Provider for the purpose of effecting such payment.

11.5 Should the SABS dispute an invoice submitted by the Service Provider, the SABS shall request the Service Provider, within 5 (five) working days of receipt of the disputed invoice, to correct and resubmit such invoice. Should any dispute arise regarding such invoices, such dispute shall be dealt with in accordance with Clause 20 [Disputes].

12. DISBURSEMENTS

12.1 Unless otherwise stated in **Part C**, the Contract value is inclusive of all disbursements.

13. ACCESS

13.1 The SABS shall grant the Service Provider and/or its representatives, access to the SABS premises to perform its obligations in terms of this Agreement.

13.2 The Service Provider shall, at all times when entering the premises and/or service areas of the SABS comply with all applicable rules, laws, regulations and policies of the SABS.

14. SABS' OBLIGATIONS

14.1 The SABS is obliged to allow the Service Provider to conduct its Services without hindrance or obstruction.

14.2 The SABS shall provide information, decisions and instructions and shall supply sufficient and accurate information to the Service Provider to allow the Services to be conducted and finalised.

15. INSPECTION

15.1 The SABS may at any time inspect the service levels performed by the Service Provider in terms of this Agreement.

15.2 If the SABS is at any time dissatisfied with the service levels provided by the Service Provider, the SABS will notify the Service Provider in writing thereof and the SABS will be entitled, but not obliged, to act in accordance with clause 9.5 of this Agreement.

CON

Initial SABS

Rev. 0

Initial SP

16. CONFIDENTIALITY

- 16.1 The Parties agree to disclose confidential information to one another to the extent deemed necessary or desirable by each of them in their sole discretion.
- 16.2 The Parties acknowledge that the confidential information is a proprietary, special, and unique asset to the Disclosing party.
- 16.3 The Parties agree that neither of them nor any of their employees, representatives/subcontractors will, at any time, disclose the information to any third party for any reason or purpose whatsoever, without the prior written consent of the Disclosing party, save as in accordance with the provisions of this Agreement.
- 16.4 Notwithstanding anything to the contrary contained in this Agreement the Parties agree that the Confidential Information may be disclosed by the Receiving party to its professional advisors, agents and consultants on a need-to-know basis: Provided that the Receiving party takes whatever steps are necessary to procure that such professional advisors, agents and consultants agree to abide by the terms of this provision to prevent the unauthorised disclosure of the Confidential information to any Third party.
- 16.5 The Receiving party agrees that the unauthorised disclosure of the confidential information to a third party may cause irreparable loss, harm, and damage to the Disclosing party. Accordingly, the Receiving party indemnifies and holds the Disclosing party harmless against any loss, action, expense, claim, harm or damage, or whatever nature, suffered or sustained by the Disclosing party pursuant to a breach by the Receiving party of the provisions of this Agreement.
- 16.6 The obligations of the Parties shall not apply to any Confidential information that:
- 16.6.1 Is known, or in the possession of the Receiving Party prior to the disclosure thereof by the Disclosing party;
 - 16.6.2 Is or becomes publicly known, otherwise than pursuant to a breach of this Agreement by the Receiving party;
 - 16.6.3 Is developed independently of the Disclosing Party by the Receiving Party in circumstances that do not amount to a breach of the provisions of this Agreement;

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Rev. 0

Initial SP

- 16.6.4 Is disclosed by the Receiving Party to satisfy an order of court of competent jurisdiction;
- 16.6.5 to comply with the provisions of any Law in force from time to time; provided that in the circumstances, the Receiving party shall advise the Disclosing Party to take whatever steps it deems necessary to protect its interests in this regard; provided further that the Receiving Party will disclose only that portion of the information which it is legally required to disclose and will use its reasonable endeavours to protect the confidentiality of such information to the widest extent possible in the circumstances;
- 16.6.6 Is disclosed to a Third party pursuant to the prior written authorization of the Disclosing party;
- 16.6.7 Is received from a Third party in circumstances that do not result in a breach of the provisions of this Agreement.
- 16.7 Upon termination of this Agreement for whatever reason, the Service Provider shall return to the SABS, all Confidential information as well as all relevant confidential documentation in their possession.
- 16.8 The Service Provider will only use the confidential information for the sole purpose of complying with their obligations under this Agreement.
- 16.9 The contents, existence and the scope of this Agreement are Confidential information.
- 16.10 This clause shall survive termination of this Agreement for a period of 5 (five) years commencing from the termination date.

17. FORCE MAJEURE

- 17.1 In the event of circumstances arising which a Party ("the Affected Party") believes constitutes *Force Majeure*, then such Affected Party shall send, within 2 (two) Days from the interrupting circumstances, a written notice specifying the nature and date of commencement of the interrupting event to the other Party.
- 17.2 The Agreement shall be suspended for the duration of the Force Majeure event or as otherwise agreed to by the parties in writing. The Affected Party shall do everything it reasonably can to reduce the impact of the *Force Majeure*.

CON

Initial SABS

Rev. 0

Initial SP

17.3 In the event that both Parties reasonably believe that the Affected Party shall be unable to continue to perform its obligations after the suspension/agreed period, or should 'time be of the essence', they/either Party shall be entitled to terminate this Agreement without further notice.

18. CESSION

18.1 The SABS shall be entitled to cede, transfer or assign any of its rights or obligations in terms of this Agreement to any of its affiliates (subsidiaries or holding company) without prior approval of the Service Provider.

18.2 The Service Provider shall not be entitled to cede or assign or transfer or in any other way alienate its rights and obligations in terms of this Agreement, without the prior written consent of the SABS which consent may not be unreasonably withheld.

19 BREACH

19.1 Should either Party commit a breach of any term of this Agreement ("the Defaulting Party") then the affected Party ("Aggrieved Party") shall be entitled, to demand, from the Defaulting Party in writing, to remedy such failure or breach within 14 (fourteen) calendar days and should the Defaulting Party fail to remedy the breach within 14 (fourteen) calendar days after receipt of the demand, the so Aggrieved Party shall be entitled without prejudice to any of its rights under this Agreement or other remedy for breach of contract to:-

19.1.1 Immediately terminate this Agreement without further written notice and claim damages; or

19.1.2 Enforce specific performance and claim damages for those parts which were not cured by the specific performance claim.

19.2 In the case of termination of this Agreement, the SABS reserves the right to withhold any payment that has not yet been paid to the Service Provider and shall set-off/deduct any amount, including damages, which the Service Provider owes the SABS in terms of this Agreement or otherwise. The Service Provider shall not be entitled to advance a right of retention or any similar right if this Agreement is terminated.

19.3 The Defaulting Party shall be liable for all reasonable costs incurred by the Aggrieved Party in the recovery of any amounts or the enforcement of any rights which it has hereunder, including

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Rev. 0

Initial SP

collection charges and costs on an attorney and client scale whether incurred prior to or during the institution of legal proceedings or if judgement has been granted, in connection with the satisfaction or enforcement of such judgement.

20. DISPUTES

Both Parties agree to the following dispute mechanisms:

- 20.1 In the event of any disagreement of any kind arising out of this Agreement or the interpretation thereof, while in force or after its termination and the Parties being unable to reach agreement, the matter will be referred to Executive Management from both Parties within seven (7) calendar days after the Parties disagreed, who will endeavour to settle the dispute through *bona fide* negotiations.
- 20.2 In the event that the Parties are still unable to reach agreement within seven (7) calendar days after the dispute was referred through the process referred to in clause 20.1, it is hereby agreed that a dispute shall be submitted to and decided by arbitration and by an arbitrator agreed upon between the Parties. Failing agreement between the Parties, the arbitrator shall be selected by the then Chairman of the Association of Arbitrators of South Africa. The decision by the arbitrator will be final and binding and shall not be subjected to appeal.
- 20.3 Unless otherwise agreed by the Parties in writing the arbitration shall be held at Pretoria, in the Republic of South Africa and in the English language.
- 20.4 Only the Parties and their legal representatives or persons agreed to shall attend the arbitration proceedings.
- 20.5 The Parties shall use their best endeavours to expedite the arbitration process.
- 20.6 Subject to the other provisions of this paragraph, arbitration shall be held in accordance with the rules of the Arbitration Foundation of South Africa ("AFSA").

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Rev. 0

Initial SP

- 20.7 Nothing contained or implied in this Agreement will preclude either party from applying to court for an interdict or any other relief of an urgent and temporary nature, pending the decision or award of the arbitrator.
- 20.8 This clause is severable from the rest of the Agreement and will remain in effect even if this Agreement is terminated, lapses or is declared invalid for whatever reason.
- 20.9 This clause in no way detracts, delays or precludes a Party from exercising its rights in terms of clause 19 (Breach) or clause 23 (Termination) hereof. For avoidance of doubt arbitration as contemplated herein is not a precondition to cancellation and/ or termination of this Agreement.

21. GOVERNING LAW

- 21.1 Notwithstanding the place of signature, this Agreement shall be governed and construed in terms of the laws of the Republic of South Africa and the Parties submit to the exclusive jurisdiction of the North Gauteng High Court, Pretoria, South Africa.

22. PROPRIETARY RIGHTS

- 22.1 All Intellectual Property owned by the Parties prior to entering into this Agreement shall remain proprietary owned by such Party. All Intellectual Property developed for the SABS or on the SABS' instruction, as part of this Agreement, including all documentation for this Agreement, shall be proprietary owned by the SABS and the Service Provider undertakes to sign any documentation required to effect such recordal of ownership subject to full payment of the contract price by SABS.
- 22.2 The Service Provider grants the SABS a perpetual, royalty-free, non-exclusive, worldwide license to use any Background Intellectual Property embedded in the deliverables of the Agreement.
- 22.3 The Service Provider has the right to the use and the benefit of the documentation produced for the sole purpose of its intended use during its performance of the Services, subject to compliance with the terms and conditions of this Agreement. Upon termination of this Agreement, all such records or documents, including copies thereof, shall be left with the SABS or, in so far as they are in possession of the Service Provider, the same shall be handed over to the SABS or shall be destroyed at the SABS' written request.

CON

Initial SABS

Rev. 0

Initial SP

22.4 The Parties hereby acknowledge the other's Intellectual Property rights and undertake to one another that they shall not challenge those rights and shall do all things necessary to ensure that the Intellectual Property of the other remains preserved.

22.5 The provision of this clause shall survive the termination of this Agreement.

23. TERMINATION

23.1 The termination of this Agreement may occur:

23.1.1 if the Parties agree thereto in writing;

23.1.2 if there is a *Force Majeure* event, each Party may terminate in terms of clause 17.3.

23.1.3 if in SABS' opinion it becomes necessary for safety or technical reasons;

23.1.4 by the SABS giving not less than thirty (30) Days' written notice thereof to the Service Provider, if the SABS, in its sole discretion, decides to terminate this Agreement;

23.1.5 if the SABS is of the opinion that the Service Provider:

23.1.5.1 has ceased to perform its obligations in terms of this Agreement; or

23.1.5.2 is incapable of completing the Services as described in this Agreement;

23.1.6 in the event that the Service Provider:

23.1.6.1 commits an act of insolvency as defined in the Insolvency Act, 1936 (Act No. 24 of 1936) and is placed in provisional or final liquidation,

23.1.6.2 is placed under administration, curatorship, business rescue or the like under the Companies Act, 2008 or such other relevant legislation;

23.1.6.3 enters into or attempts to enter into any scheme similar to or in the nature of a composition, compromise or scheme of arrangement, release or novation with any or all of its creditors; or

23.1.6.4 membership to legislative or voluntary regulatory authority responsible for the industry is withdrawn or suspended;

23.1.6.5 license or authorisation to carry out the Services is suspended or withdrawn by the relevant authority.

CON

Initial SABS

Rev. 0

Initial SP

- 23.2 For purposes of terminating this Agreement as contemplated in:
- 23.2.1 clause 23.1.6.3 above, the process set out in clause 19 [Breach] shall, with the necessary changes, be applicable;
 - 23.2.2 clause 23.1.6.4 above, the SABS shall in writing inform the Service Provider of its intention to terminate the Agreement relying on any grounds set out in clause 23.1.6.4 and the Agreement shall terminate within seven (7) Days of the notice unless the SABS communicates otherwise to the Service Provider.
- 23.3 The provisions of clause 19.2 above shall be applicable to the termination of this Agreement by the SABS relying on any provision of this Agreement.
- 23.4 Notwithstanding any other provision in this Agreement, the SABS shall be entitled to either cancel the Agreement or reduce the scope thereof, at no additional cost to the SABS (SABS shall only be liable for payment of Services already rendered), by giving 14 (fourteen) Days' notice in writing to the Service Provider.
- 23.5 Any termination of this Agreement will be without prejudice to any other rights or remedies of either party under this Agreement or any applicable law and will not in any way affect any accrued rights or liabilities of either party at the date of termination.

24. ANTI-CORRUPTION AND GOOD FAITH

- 24.1 In implementing this Agreement and in all further dealings with each other, the Parties undertake to observe the utmost good faith and to give effect to the intent and purpose of this Agreement.
- 24.2 The Service Provider will not make or cause to be made any offer, gift or payment or consideration or benefit of any kind, which would or could be construed as illegal or a corrupt practice, either directly or indirectly to any Party, as an inducement or reward in relation to the execution of this Agreement. Any such practice will be grounds for immediate termination of this Agreement.
- 24.3 Neither Party shall engage in any unlawful trade practices or any other practices that are in violation of the Anti-Corruption Laws in connection with any actions or activities associated with this Agreement or in connection with the relationship between the Parties.

CON

Initial SABS

Rev. 0

Initial SP

24.4 The offending Party shall indemnify, keep indemnified and hold harmless the other Party and its directors, officers, employees, consultants and agents from and against all losses, damages, costs (including but not limited to legal costs and disbursements) arising from or incurred by reason of the offending Party's breach of the Anti-Corruption Laws.

24.5 The provisions of this clause 24 as well as any other clauses in relation thereto shall survive the termination of this Agreement for any reason whatsoever

25. CONFLICT OF INTEREST

25.1 Unless otherwise agreed to in writing between the Parties, neither the Service Provider nor its personnel/ employees shall have interest, or receive remuneration, in connection with this Agreement except as provided for herein and agreed upon by the Parties.

25.2 The Service Provider shall not engage in any activity that may conflict with the interests of the SABS in terms of this Agreement.

26. PUBLICATION AND MARKETING

26.1 The Service Provider shall not use the name, logo, trademark and the like of the SABS in any marketing material, as part of its business or anywhere else without prior written approval of the SABS, which approval may be made subject to any such conditions as may be determined by the SABS in its sole discretion.

26.2 Under no circumstances will the Service Provider release any public or media statements or publish material related to the Services or any aspect of this Agreement unless the prior written authorization of the SABS has been obtained and the SABS has vetted the intended public or media statement.

26.3 Unless duly authorised by the SABS in writing, the Service Provider shall not:

26.3.1 refer to itself, its facilities or services as "SABS accredited/approved" or any other similar description; or

26.3.2 claim, declare or conduct its affairs or business under a name or in a manner likely to create the impression that any commodity, product or service complies with a South African National Standard or other publication of the SABS.

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Initial SABS

Rev. 0

Initial SP

26.4 Breach of this clause 26 by the Service Provider shall entitle the SABS to immediately terminate this Agreement by way of a written notice to that effect.

27. SEVERABILITY

27.1 If any provision of this Agreement is or becomes illegal, void or invalid this shall not affect the legality and validity of the other provisions.

27.2 Each provision of this Agreement is severable from the other.

28. LIMITATION OF LIABILITY AND INDEMNITY

Save where otherwise provided for herein:

Notwithstanding the form (whether in contract, delict, or otherwise) in which any legal action may be brought, the Service Provider's maximum liability to compensate SABS for direct damages for any breach, penalty, act or omission arising out of this Agreement shall not exceed the amount of the total fees already paid by SABS to the Service Provider in respect of the Services leading to such damage and/or loss. Such maximum amount shall be an aggregate amount for all claims arising out of the Agreement during the currency thereof;

28.1 Where a party suffers damages as a result of the wilful misconduct, dishonesty, gross negligence or fraud of the other Party in relation to the performance of the Services in respect of this Agreement, the party who committed such wilful misconduct, dishonesty, gross negligence or fraud hereby fully indemnifies the 'innocent Party' against any losses arising therefrom.

28.2 Notwithstanding anything to the contrary contained in this Agreement, neither Party nor its directors or employees shall, under any circumstances whatsoever, be liable to the other Party or any other person for any special, indirect, punitive or consequential loss or damage, including but not limited to direct and indirect loss of profits.

28.3 The Service Provider agrees to hold harmless and indemnify SABS, its employees, contractors, proprietors and its agents, from any and all actions, claims, demands, losses, judgments or costs of any nature by any third party resulting from the Service Provider's Services in terms of this Agreement.

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Initial SABS

Rev. 0

Initial SP

- 28.4 The Service Provider warrants that the performance by it of its obligations in terms of this Agreement, will not infringe the rights, including (without limitation) the Intellectual Property rights, of any third party. The Service Provider hereby indemnifies the SABS against any loss, liability, claim or damage which may be suffered by SABS relating to any claim by a third party that the performance by the Service Provider of its obligations in terms hereof infringes the rights of that third party (hereinafter referred to as the "Claim") and hereby undertakes to defend, at the Service Provider's own cost and expense, the Claim, all subject to SABS complying with its obligations in terms of clause 28.5 below;
- 28.5 The Service Provider shall pay any costs and damages awarded or agreed to in settlement of the Claim, provided that SABS furnishes the Service Provider with prompt written notice of the Claim and provides the Service Provider with all reasonable assistance, for which the Service Provider shall reimburse all expenses properly incurred by SABS in providing such assistance and shall grant the Service Provider sole authority to defend or settle the Claim.
- 28.6 Should any third party succeed in its claim for the infringement of any Intellectual Property rights, the Service Provider shall, at its discretion and within 30 (thirty) Business Days of the infringing item having been found to so infringe either:
- 28.6.1 Obtain for the Customer the right to continue using the infringing Service which constitutes the infringement; or
- 28.6.2 Replace the infringing Service with another service which does not infringe and which in all respects operates substantially in accordance with the specifications thereof; or
- 28.6.3 Alter the infringing Service in such a way as to render it non infringing while still in all respects operating substantially in accordance with the specifications thereof; or failing any of the above; or
- 28.6.4 Withdraw the infringing Service and refund to the Customer all Fees paid by it to the Service Provider in respect of any unexpired period of this Agreement.
- 28.5 This clause shall survive termination of this Agreement.

CON

Initial SABS

Rev. 0

Initial SP

29 PROFESSIONAL INDEMNITIES INSURANCE

- 29.1 The Service Provider is, in terms of its existing and valid insurance policy (the Policy) insured against any risks associated with the Service delivery, professional indemnity insurance, public liability and all liabilities.
- 29.2 The Service Provider undertakes to provide proof of such policy upon written request by SABS
- 29.3 The Service Provider shall maintain the Policy for the duration of this Agreement.

30. DOMICILIA AND NOTICES

- 30.1 The Parties hereby choose as their *domicilium citandi et executandi* for all purposes arising from or pursuant to this Agreement the addresses as set out in clauses 1.1 and 1.2 of Part C.
- 30.2 Either Party may, by written notice to the other Party, change its aforesaid *domicilium citandi et executandi* to any other address, which is not a post office box or *poste restante*.
- 30.3 Any notice given by either Party to the other which:
- 30.3.1 is delivered by hand during the normal business hours of the addressee at the addressee's *domicilium citandi et executandi* shall be rebuttably presumed to have been received by the addressee at the time of delivery;
- 30.3.2 Is posted by registered mail to the addressee at the addressee's *domicilium citandi et executandi* shall be rebuttably presumed to have been received by the addressee on the 10th (tenth) Day after the date of posting; and
- 30.3.3 Is sent by telefax copier or electronic mail during the normal business hours of the addressee, to the addressee's *domicilium citandi et executandi*, shall be rebuttably presumed to have been received on the date of successful transmission thereof.
- 30.3.4 Notwithstanding anything to the contrary, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address/es for that purpose.

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Rev. 0

Initial SP

31. MISCELLANEOUS

- 31.1 This Agreement, with all its **Parts A – D**, constitutes the entire Agreement between the Parties and all prior agreements, warranties and representations shall become invalid and unenforceable after the Effective Date.
- 31.2 No latitude, indulgence, consent or forbearance or any other similar act by either party in enforcing any provisions of this Agreement shall constitute a variation or novation of this Agreement or a waiver of rights or Estoppel in terms of this Agreement.
- 31.3 No alteration, variation or cancellation of this Agreement or its **Parts B, C and D** shall be of any force or effect, unless recorded in writing in a formal addendum hereto and signed by the (at the time) duly authorised representatives of the Parties, in compliance with any existing delegation of authority policies applicable on the Parties.
- 31.4 The special and commercial terms and conditions appearing in **Parts C** hereto are hereby incorporated into this Agreement.
- 31.5 The terms and conditions appearing in **Parts A - D** constitute the entire Service Level Agreement. In the event of any conflict between the terms and conditions contained in Parts A and C and the terms and conditions contained in Parts B and D of this Agreement, the terms and conditions contained in Parts B and D shall prevail to the extent of such conflict. For the sake of clarity, the prevailing terms and conditions of this Agreement shall be interpreted in the following order of preference, first, Parts B and D, and then Part A and lastly Part C.
- 31.6 The Parties by signing this Agreement shall be deemed to have satisfied themselves as to all the conditions and circumstances affecting this Agreement.

32. BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")

- 32.1 The Service Provider undertakes to comply in all respects with the requirements of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) (the BBBEE Act) as amended from time to time, and the Codes of Good Practice issued in terms of the BBBEE Act.

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Rev. 0

Initial SP

32.2 The Service Provider shall use reasonable endeavours to maintain or improve its current BEE rating status for the duration of this Agreement.

32.3 The Service Provider shall upon request provide the SABS with annual updates on its status in respect of BEE compliance requirements and confirmation that it has maintained or improved its BEE rating. Failure to comply with provisions of this clause will entitle SABS to terminate the Agreement on 30 (thirty) days' notice.

SIGNATURE

For and on behalf of the Service Provider, duly authorised hereto.

Signed at _____ on this the _____ day of _____ 2024.

SERVICE PROVIDER

Name: _____

Capacity: _____

WITNESSES

1. _____ 2. _____

For and on behalf of the SABS, duly authorised hereto.

Signed at _____ on this the _____ day of _____ 2024.

SABS

Name: _____

Capacity: _____

WITNESSES

1. _____ 2. _____

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Part B

MEMORANDUM OF OHS AGREEMENT

Between:

SOUTH AFRICAN BUREAU OF STANDARDS

And

THE SERVICE PROVIDER

1. APPLICATION OF SECTION 37(2)

- 1.1 The parties hereby agree that the provision of Section 37(2) of the Occupational Health and Safety Act, Act No. 85 of 1993 and its regulations (henceforth referred to as the OHS Act), shall apply to the Service Provider.
- 1.2 SABS shall not be responsible nor liable for the actions or inaction's whatsoever in contravention of the OHS Act taken by the employees of the Service Provider, in the fulfilment of the Services undertaken by the Service Provider.
- 1.3 As an employer in its own right, you, the Service Provider is obliged to comply with all the provisions of the OHS Act while on the premises of the SABS, the Service Provider shall also be required to comply with the conditions and safety procedures of SABS.
- 1.4 SABS hereby reserves the right to cause all work undertaken by the Service Provider, that is in contravention of the OHS Act and that has come to the attention of the SABS to cease, until satisfied that such contravention has been rectified. Non-compliance to the SABS arrangements and procedures will adversely affect future contracts, while serious non-compliance may lead to immediate expulsion from the premises.

2. REQUIREMENTS ARRANGEMENTS AND PROCEDURES FOR SERVICE PROVIDERS

- 2.1 It is a condition of this contract that the Service Provider's employees, and any Sub-contractors, be covered in terms of the Compensation for Occupational Injuries and Diseases Act, Act No. 130 of 1993, as amended. A copy of good standing with the Compensation Commissioner shall be attached

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Rev. 0

Initial SP

to the signed copy of this document. Furthermore, the Service Provider certifies that such cover will not expire during the execution of the task, nor will the Service Provider become in arrears with any payment due to the Commissioner or any other documentation required by the Commissioner.

2.2 The Service Provider furthermore agrees to the following health and safety rules of SABS:

- 2.2.1 The Service Provider shall have available a copy of the OHS Act on request.
- 2.2.2 Any Service Provider with more than five employees at any time on the premises shall have available a first aid box for prompt first aid.
- 2.2.3 Any Service Provider with ten or more employees shall have at least one competent and valid first aider on the premises at their workplace. Should there be fifty or more employees on the premises a further first aider for every fifty employees or part thereof shall be available.
- 2.2.4 Any Service Provider with less than ten employees on the premises shall ensure that such employees are made conversant with the first aider at their workplace.
- 2.2.5 The Service Provider shall keep up to date and available for inspection all applicable legally required registers.
- 2.2.6 The Service Provider shall make himself and his employees conversant with SABS' emergency and evacuation procedures.
- 2.2.7 The Service Provider shall not misuse anything, which is supplied in the interest of health and safety.
- 2.2.8 The Service Provider shall adhere to all of SABS' safe working procedures.
- 2.2.9 The Service Provider shall be subject to the health and safety and security rules of the SABS.
- 2.2.10 No intoxicating drugs or liquor will be consumed on or brought onto the premises and no person under the influence or who appears to be under the influence will be permitted to come onto or remain on the premises or at a workplace.

3 INDEMNIFICATION

3.1 The Service Provider hereby certifies that all contracting workmen recognize the inherent hazards that exist on the premises of the SABS and that the Service Provider:

- 3.1.1 Enters the property entirely at his/her own risk and therefore the Service Provider waives any claim of whatsoever nature against SABS, its employees, agents and/or mandatories in respect of any loss, damage and/or injury whether same is the result of any negligent act or omission on the part of the SABS, its employees, agents and/or mandatories or other

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Rev. 0

Initial SP

independent Service Providers or by a third person or by way of defective equipment or materials supplied by the company, and further the Service Provider;

3.1.2 Hereby indemnifies SABS, its employees, agents and/or mandatories against any claims from the Service Providers employees and/or from any other person, arising and being caused in the manner set out above.

4 ACCEPTANCE

I, _____, on behalf of the Service Provider, do hereby declare that my company acknowledges having read and understood the conditions contained in this legal document and furthermore, our employees agree to abide by these conditions.

Signed at _____ on this the _____ day of _____ 2024.

SERVICE PROVIDER

Name: _____

Capacity: _____

WITNESSES

1. _____ 2. _____

For and on behalf of the SABS, duly authorised hereto.

Signed at _____ on this the _____ day of _____ 2024.

SABS

Name: _____

Capacity: _____

WITNESSES

1. _____ 2. _____

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Part C

Special & Commercial terms of Contract

1. THE PARTIES

This Agreement is entered into by and between the following parties:

- 1.1 **SABS**, a public entity continuing to exist in terms in terms Section 3 of the Standards Act 8 of 2008, herein represented by _____ in his/her capacity as _____ of the South African Bureau of Standards, with its chosen *domicilium citandi et executandi* at:

1 Dr Lategan Road

Groenkloof

Pretoria

Tel: (012) 428 7049

Fax: (012) 428 6291

E-mail: legal@sabs.co.za

Postal address: Private Bag X191, Pretoria, 0122.

Contact Person: Mr. Joseph Leotlela: Head: Compliance Risk & Legal Services

And

- 1.2 **XXXXXXXX**, a company registered in accordance with the Laws of South Africa, with registration number: _____, herein duly represented by _____ in his/her capacity as _____ and duly authorised hereto, with its chosen *domicilium citandi et executandi* at:

[Address]

Tel: +27...

Cell: +27

E-mail: xxxxxx

Postal address: xxxxxx

Contact Person: xxxxxx

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Rev. 0

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1. DEFINITIONS:

- 2.1 **“Contract Period”** shall mean a _____ months from the Effective Date;
- 2.2 **“Effective Date”** shall mean _____, notwithstanding the date of signature of this Agreement;
- 2.3 **“Fees”** means the fees and expenses payable by the SABS to the Service Provider for the full and proper performance of the Services and all other obligations by the Service Provider under this Agreement;
- 2.4 **“Purchase Order”** means the official purchase order of the SABS, duly signed by an authorized representative of the SABS and issued to the Service Provider;
- 2.5 **“Services”** means the provision of _____ to SABS by the Service Provider, as fully outlined in clause 4 below.

3 FEES

- 3.1 As a consideration for the Services rendered by the Service Provider to SABS, SABS shall pay to the Service Provider the sum of _____, for Services actually rendered as per the accepted quotation provided by the Service Provider in response of SABS’s Purchase Order.

4. SCOPE OF WORK

The Service Provider shall provide the following Services to the SABS:

XXXXXXXXXX

Signed at _____ on this the _____ day of _____ 2024.

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Rev. 0

Initial SP

SERVICE PROVIDER

Name: _____

Capacity: _____

WITNESSES

1. _____ 2. _____

For and on behalf of the SABS, duly authorised hereto.

Signed at _____ on this the _____ day of _____ 2024.

SABS

Name: _____

Capacity: _____

WITNESSES

1. _____ 2. _____

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Rev. 0

Initial SP

Part D

AGREEMENT IN TERMS OF SECTION 21 (1) OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT NO. 4 OF 2013)

Entered into by and between



SOUTH AFRICAN BUREAU OF STANDARDS

An entity established in terms of section 2 of the Standards Act No, 1945 (Act No. 24 of 1945), continuing to exist in terms of section 3 of the Standards Act, 2008 (Act No. 8 of 2008) herein represented by _____ in his/her capacity as _____
(Hereinafter referred to as “the SABS”)

And

XXXXXXXXXXXXXX

A company registered as such in terms of the Laws of the Republic of South Africa with registration number _____ herein represented by _____ on his / her capacity as _____ (hereinafter referred to as “the Operator”)

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Initial SABS

Rev. 0

Initial SP

1. PREAMBLE

WHEREAS the Operator may and/or processes personal information on behalf of the SABS;

WHEREAS the Operator is cognizant of the legal requirements to process such information only with the knowledge or authorization of the SABS; and

WHEREAS the Operator agrees to treat personal information which comes to its knowledge, where the SABS is concerned, as confidential and to not disclose and/ or process such information, unless required by law or required by any agreement concluded between the Parties.

NOWHEREFORE the parties record their agreement as follows:

2. DEFINITIONS

Unless the context provides otherwise, the words in this agreement shall be given the same meaning as ascribed to them in the Protection of Personal Information Act, 2013 (Act No. 3 of 2013) where such words have been defined. For avoidance of doubt the salient words used in this agreement are defined as follows:

- 2.1 **“Data subject”** means the person to whom personal information relates;
- 2.2 **“Operator”** means a person or a juristic person who processes personal information for the SABS in terms of a contract or mandate, without coming under the direct authority of the SABS, and as described more fully on the cover of this agreement;
- 2.3 **“Personal Information”** means information received or disseminated from SABS as a result of the contractual relationship between the Operator and SABS as a

CON

Initial SABS

Rev. 0

Initial SP

responsible party relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to:

- (a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- (b) information relating to the education or the medical, financial, criminal or employment history of the person;
- (c) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
- (d) the biometric information of the person;
- (e) the personal opinions, views or preferences of the person;
- (f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- (g) the views or opinions of another individual about the person; and
- (h) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;

2.4 “**Processing**” means any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including:

- (a) the collection, receipt, recording, organization, collation, storage, updating or modification, retrieval, alteration, consultation or use;
- (b) dissemination by means of transmission, distribution or making available in any other form; or
- (c) merging, linking, as well as restriction, degradation, erasure or destruction of information;

3. UNDERTAKING

- 3.1 The Operator hereby undertakes to secure the integrity and confidentiality of personal information in its possession or under its control and shall take appropriate, reasonable technical and organizational measures to prevent the loss of, damage to or unauthorized destruction or unlawful Processing of personal information.
- 3.2 The Operator further undertakes that:
- 3.2.1 it shall not do anything, or omit to do anything, which will contravene any applicable Law, including any applicable data protection legislation and that it shall comply at all times with any policies and procedures relating to the protection, privacy, processing including, but not limited to, the destruction of Personal Information which apply to the relevant services / products; and
 - 3.2.2 it shall only retain Personal Information for as long as it is required to be retained by the Operator in line with the purpose for which the Personal Information was provided, in accordance with any applicable Law.
- 3.3 In order to give effect to the above undertaking, the Operator shall take reasonable measures to identify all reasonably foreseeable internal and external risks to Personal Information in its possession or under its control; establish and maintain appropriate safeguards against the risks identified; regularly verify that the safeguards are effectively implemented; and ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.
- 3.4 In pursuance of the undertaking made herein, the Operator shall have due regard to generally accepted information security practices and procedures that may apply to it generally or that are required in terms of specific industry or professional rules and regulations.

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Initial SABS

Rev. 0

Initial SP

- 3.5 For the purpose of the above undertaking, the Operator confirms it has established and maintains the security measures outlined in Annexure A hereto. Annexure A may be amended as and when there are changes to the security measures established and maintained by the Operator. Should any contemplated changes be less stringent than any other measures established or maintained at any time, the Operator shall inform the SABS of such changes and the SABS will, in its sole discretion, have the right to decide on the continued authorization granted to the Operator to Process Personal Information on behalf of the SABS, which may include termination of the main Services agreement, to which this agreement is an Annexure.
- 3.6 The Operator must notify the SABS immediately where there are reasonable grounds to believe that the personal information of a Data subject has been compromised or accessed or acquired by any unauthorized person.
- 3.7 The Operator hereby indemnifies, defends and holds SABS harmless from and against any and all claims, demands, causes of action, liabilities, losses, damages, judgements, settlements, fines, penalties, awards, costs, expenses and fees (including actual attorney's fees) that may be sustained, suffered or secured against or incurred by SABS arising out of or resulting from: (i) the unlawful Processing by the Operator of personal information; (ii) the Operator failing to establish and maintain adequate security measures; or (iii) a breach in relation to the Personal Information Processed by the Operator.
- 3.8 On completion by the Operator of its obligations to Process any Personal Information for SABS, the Operator must cease Processing such Personal Information and, at the election of SABS, return the Personal Information to SABS or destroy such Personal Information and certify to SABS that it has done so, subject to any applicable legislation that requires the Operator to retain such Personal Information.

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Rev. 0

Initial SP

4. MISCELLANEOUS

- 4.1 Should there be any inconsistency between this agreement and any other agreement which this agreement seeks to amend in as far as the protection and Processing of Personal Information relates, the provisions of this agreement shall prevail.
- 4.2 No latitude, indulgence, consent or forbearance or any other similar act by either Party in enforcing any provision of this Agreement shall constitute a variation or novation of this Agreement or a waiver of rights or estoppel in terms of this Agreement.
- 4.3 No alteration, variation, amendment or addition made to this Agreement shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorised representatives, as an addendum to this Agreement.

5. SIGNATURES AND AUTHORITY

- 5.1 By signing this Agreement Parties confirm that they have read and understood the contents thereof, are bound by the terms of this Agreement and undertake to execute its terms and conditions. Also, a signatory representing either of the Parties warrants that he or she has due authority to do so and bind their respective principals.

SIGNATURE

For and on behalf of the Service Provider, duly authorised hereto.

Signed at _____ on this the _____ day of _____ 2024.

SERVICE PROVIDER

CON

Initial SABS

Rev. 0

Initial SP

Name: _____

Capacity: _____

WITNESSES

1. _____ 2. _____

For and on behalf of the SABS, duly authorised hereto.

Signed at _____ on this the _____ day of _____ 2024.

SABS

Name: _____

Capacity: _____

WITNESSES

1. _____ 2. _____

CON

Initial SABS

Rev. 0

Initial SP

SOUTH AFRICAN BUREAU OF STANDARDS (SABS)

ESTIMATE

23-AUG-24

BILL	SECTIONAL SUMMARY		
	SOUTH AFRICAN BUREAU OF STANDARDS (SABS)		
	SECTION 1		
1	Preliminaries and General	R	-
	SECTION 2		
1	Alterations	R	-
2	Carpentry and Joinery	R	-
3	Ceilings and Partitions	R	-
4	Floor covering	R	-
5	Metalwork	R	-
6	Plastering	R	-
7	Paintwork	R	-
8	Provisional Sums	R	-
	Total Sub-total	R	-
	Contingency @10%	R	-
	Sub-total	R	-
	Vat @15%	R	-
	Overall Project Sum	R	-

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><u>SECTION 1</u></p> <p><u>BILL NO.01</u></p> <p><u>PRELIMINARIES</u></p> <p><u>BUILDING AGREEMENT AND PRELIMINARIES</u></p> <p><u>BUILDING AGREEMENT AND PRELIMINARIES</u></p> <p>The JBCC Principal Building Agreement (Edition 6.1 - March 2014) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described</p> <p>The JBCC Principal Building Agreement contract data form an integral part of this agreement</p> <p>The JBCC General Preliminaries (March 2014) published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement (Edition 6.1 - March 2014) shall be deemed to be incorporated in these bills of quantities, amended as hereinafter described</p> <p>The contractor is deemed to have referred to the above mentioned documents for the full intent and meaning of each clause</p> <p>The clauses in the above mentioned documents are hereinafter referred to by clause number and heading only</p> <p>Where any item is not relevant to this agreement such item is marked N/A signifying "not applicable"</p> <p>Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the above mentioned documents</p> <p><u>PREAMBLES FOR TRADES</u></p> <p>The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained</p> <p>Supplementary preambles and/or specifications are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles</p> <p>The contractor's prices for all items throughout these bills of quantities shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications</p> <p><u>STRUCTURE OF THIS PRELIMINARIES BILL</u></p> <p>Section A:A recital of the headings of the individual clauses in the aforementioned JBCC Principal Building Agreement</p> <p>Section B:A recital of the headings of the individual clauses in the aforementioned JBCC General Preliminaries</p> <p>Section C:Any special clauses to meet the particular circumstances of the project</p> <p><u>PRICING OF PRELIMINARIES</u></p> <p>Should the contractor select Option A in the contract data for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)</p>				

SECTION A: PRINCIPAL BUILDING AGREEMENT

Interpretation (A1-A7)

1	<p>Clause 1.0 - Definitions and interpretation Pricing of bills of quantities</p> <p>The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated on the summary page of these bills of quantities Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained</p> <p>Prices for all construction equipment, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary</p> <p>Abbreviated descriptions The items in these bills of quantities utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the contractor shall, before submission of his tender, call for a written directive from the Principal Agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of international best practice</p> <p>Legal status of contractor If the contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then: 1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement 2. These persons shall notify the employer of their leader who has assigned authority to bind the contractor and each of these persons 3. The contractor shall not alter its composition or legal status without the prior written consent of the employer</p> <p>F:..... V:..... T:.....</p>	Item	1
5	<p>Clause 2.0 - Law, regulations and notices</p> <p>F:..... V:..... T:.....</p>	Item	1
6	<p>Clause 3.0 - Offer and acceptance</p> <p>F:..... V:..... T:.....</p>	Item	1
7	<p>Clause 4.0 - Cession and assignment</p> <p>F:..... V:..... T:.....</p>	Item	1
8	<p>Clause 5.0 - Documents</p> <p>F:..... V:..... T:.....</p>	Item	1
9	<p>Clause 6.0 - Employer's agents</p> <p>F:..... V:..... T:.....</p>	Item	1
10	<p>Clause 7.0 - Design responsibility</p> <p>F:..... V:..... T:.....</p>	Item	1
Insurances and securities (A8-A11)			
11	<p>Clause 8.0 - Works risk</p> <p>F:..... V:..... T:.....</p>	Item	1
12	<p>Clause 9.0 - Indemnities</p> <p>F:..... V:..... T:.....</p>	Item	1
13	<p>Clause 10.0 - Insurances</p> <p>F:..... V:..... T:.....</p>	Item	1
14	<p>Clause 11.0 - Securities</p> <p>Guarantee for payment</p> <p>The Employer shall not provide to the contractor with a guarantee for payment By virtue of the contractor submitting a tender offer, he is deemed to have waived his lien or right of continuing possession of the works [11.10]</p>		

Sub-clause 11.10 has been amended to read as follows: "The contractor shall waive his lien or right of continuing possession of the works."

Clause 11.0 has been amended to include the following new sub-clauses: Sub-clause 11.11 The guarantee provided by the contractor's Guarantor shall have an expiry date (if stated) no less than 3 months after the practical completion date and shall be extended accordingly should the practical completion date be extended. The cost for same shall be included on the contractor's tender price as no claims for additional cost shall be entertained

Sub-clause 11.12 The contractor is required to provide the Employer with a variable construction guarantee with twenty-one (21) calendar days of acceptance of the contractor's tender

Sub-clause 11.13 Extension of waiver of lien The contractor shall ensure that a waiver of lien is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times

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

Item

1

Execution (A12 - A17)

15 Clause 12.0 - Obligations of the parties

Sub-clause 12.2.6 has been amended to include the following: The programme for the works must be prepared and issued in Microsoft Project Programming Software. The contractor shall include a float of 15 working days within the contract period for project delays such as, but not limited to adverse weather conditions, etc., in the programme. Such provisions shall initially be included at the end of the contract period or proportionally allocated at the end of each section for contracts with sectional completion, and shall be monitored by the contractor and agreed with the Principal Agent as and when such delays take place and shall be recorded in the programme based on actual stoppages when incurred. Revision of the date for Practical Completion shall only be considered once the 15 working days has been fully utilised

Sub-clause 12.2.10 has been amended to include the following: The contractor shall be required to maintain, in addition to the approved programme, a comprehensive fortnightly bar-chart programme expanded to reflect anticipated daily activities for the ensuing fourteen (14) days

Sub-clause 12.2.18 has been amended to include the following: Office accommodation The contractor shall provide, maintain and remove on practical completion air conditioned office accommodation with suitable tables and chairs for meetings to be held on the site. Such offices shall be kept clean and fit for use at all times [12.2.18] The contractor's site camp shall be equipped with Wi-Fi internet connection which shall be utilised by the contractor's staff, the client and members of professional team

Notice board The contractor shall erect in a position approved by the principal agent, maintain and remove on practical completion a notice board recommended by the South African Institute of Architects and as approved by the Principal Agent listing the names and logos of the Employer, the contractor and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the principal agent for such notice boards to be erected [12.2.18]

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

Item

1

16 Clause 13.0 - Setting out

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

Item

1

17 Clause 14.0 - Nominated subcontractors

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

Item

1

18 Clause 15.0 - Selected subcontractors

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

Item

1

19 Clause 16.0 - Direct contractors Attendance on direct contractors In respect of direct contractors the contractor shall:

1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials

2. Allow the use of personnel welfare facilities, where provided

3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation

4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right, while it remains erected on the site [16.1]				
F:..... V:.....T:.....	Item	1		
20 Clause 17.0 - Contract instructions				
F:..... V:.....T:.....	Item	1		
Completion (A18 - A24)				
21 Clause 18.0 - Interim completion				
F:..... V:.....T:.....	Item	1		
22 Clause 19.0 - Practical completion				
<p>Practical Completion in respect of practical completion: 1. The following certificates of compliance, as applicable shall be required (excluding others that may be required by the local/national authority, etc.) from the contractor to achieve practical completion</p> <p>1.1 Certificates from the contractor that all aspects of the Construction Regulations of 2014 have been complied with</p> <p>1.2 Certificates from the contractor that the National Building Regulations have been complied with</p> <p>1.3 Certificates of compliance with respect to plumbing and drainage installations</p> <p>1.4 Certificates of compliance with respect to electrical and electronic installations</p> <p>1.5 Certificates of compliance with respect to all glazing</p> <p>1.6 Certificates of compliance with respect to structural and civil engineering</p> <p>1.7 Certificates of compliance with respect to roof installation</p> <p>1.8 Certificates of compliance with respect to mechanical installation</p> <p>1.9 Certificate of compliance and fire clearance certificate from the contractor and fire chief respectively</p> <p>1.10 Any other compliance documentation deemed necessary as instructed by the Principal Agent</p> <p>1.11 Three complete sets of approved maintenance and operating manuals together with all workmanship and material warranties and guarantees (to be compiled and issued to the Principal Agent prior to achievement of practical completion for approval) and three complete copies of documents in electronic format</p> <p>2. In order to achieve practical completion of the works and without deviating from the generality of the term practical completion, the contractor shall, as a minimum comply with the following basic criteria, as applicable. These criteria should not be regarded as comprehensive but as an expansion of the term practical completion</p> <p>2.1 Electrical installation is to be completed and fully commissioned permanent power and lighting inclusive of all telephone and data installations</p> <p>2.2 Plumbing installation it to be complete, commissioned permanent water supply and drainage tested. Pipe work to be pressured tested</p> <p>2.3 HVAC system installation shall be complete and fully commissioned (except for final adjustments and cooling performance recording / temperature logging) commissioning reports submitted to the</p>				
<p>Clause 19.0 has been amended to include the following new sub-clauses: Sub-clause 19.2.3 The contractor shall within five (5) calendar days of receipt of the list for practical completion issue a program indicating dates for completion for all listed items</p>				
<p>Sub-clause 19.2.4 In the event that such inspection does not result in the work being accepted as Practically complete then the costs of such inspection and subsequent inspections shall be for the account of the contractor, at a rate of Ten Thousand Rand (R10 000.00) per man hour or part thereof, calculated by multiplying the total of the number of Employer's agents and Employer's staff present at each abortive practical completion inspection meeting, i.e. Where practical completion is not achieved, by the time taken for such an inspection until practical completion is achieved. In this regard, the Employer reserves the right to recover such costs in addition to any other remedies it may have in accordance with Clause 27</p>				
F:..... V:.....T:.....	Item	1		
23 Clause 20.0 - Completion in sections				
F:..... V:.....T:.....	N/A	-		
25 Clause 21.0 - Defects liability period and final completion				
<p>Clause 21.0 has been amended to include the following new sub-clauses: Sub-clause 21.13 In the event that the certificate of Final Completion is not issued due to the contractor's work not being sufficiently complete then the costs of such inspection and subsequent inspections shall be for the account of the contractor, at a rate of Ten Thousand Rand (R10 000.00) per man hour or part thereof, calculated by multiplying the total of the number of Employer's agents and Employer's staff present at each abortive final completion inspection meeting, i.e. Where final completion is not achieved in terms of 21.6, by the time taken for such an inspection until final completion is achieved. In this regard, the Employer reserves the right to recover such costs in</p>				
26 accordance with Clause 27				

27	Sub-clause 21.14 Notwithstanding [21.2], where the contractor fails to rectify/attend to outstanding works or defects on the list for completion, list for final completion or latent defects that appear before the issue of certificate of final completion and where the contractor remains in default, the Employer may engage others to carry out said outstanding works or defects and recover expense and/or loss incurred [27]	F:..... V:.....T:.....	Item	1
28	Clause 22.0 - Latent defects liability period	F:..... V:.....T:.....	Item	1
29	Clause 23.0 - Revision of the date for practical completion Sub-clause 23.1 has been amended to include the following new sub-clause: Sub-clause 23.1.7 Delayed possession of site [12.1.5]			
	Sub-clause 23.2 has been amended to omit the following sub-clause: Sub-clause 23.2.1 Delayed possession of the site [12.1.5]			
	Clause 23.0 has been amended to include the following new sub-clauses: Sub-clause 23.9 Notwithstanding, sub-clause(s) 23.1 to 23.8 a revision to the practical completion date will only be considered for work on the critical path of the contractual programme or the revised contractual programme, as applicable Any revised programme, in order to be considered as a contractual programme, must be approved by the Principal Agent in writing, prior to it becoming effective	F:..... V:.....T:.....	Item	1
30	Clause 24.0 - Penalty for late or non-completion	F:..... V:.....T:.....	Item	1
Payment (A25 - A27)				
31	Clause 25.0 - Payment			
	Sub-clause 25.1 has been amended to include the following: The contractor shall submit the following information on a monthly basis to the Principal Agent and Quantity Surveyor in order to assist with the processing of the payment certificate and the preparation of the empowerment report: B7A detailed breakdown of the work done. (The work breakdown must be referenced strictly in accordance with the Tender Document or the detailed Priced Bills of Quantities, as applicable.) B7A detailed breakdown of all variation order costs claimed (With specific reference to work done by the Principal Building Contractor) in the certificate concerned, together with copies of the relevant contract instructions B7A detailed breakdown of the work done by each sub-contractor. (The work breakdown must be referenced strictly in accordance with the Tender Document or the detailed Priced Bills of Quantities, as applicable.) B7A detailed breakdown of all variation order costs claimed in the certificate concerned for sub-contract work, together with copies of the relevant contract instructions B7A written declaration authenticated by the contracts manager confirming, that the payment claims for work done by sub-contractors has been audited and amended by the contractor's quantity surveyor, prior to it being forwarded to the Principal Agent and Quantity Surveyor for evaluation B7If applicable, a combined empowerment report which shall include reports on contractor and sub-contractor compliance, in accordance with the format required by the empowerment manager. In this regard, the combined, contractor and sub-contractor empowerment report must contain an affidavit certifying that all information contained the report as being true and correct and must be authenticated by the contractor and a commissioner of oaths. The combined reports must also state that the contractor has checked and verified that all information submitted by sub-contractors is true and correct B7Tax invoice: the contractor shall attach a tax invoice as prescribed in the Value Added Tax Legislation to each payment certificate when presenting the certificate to the employer for payment. Such tax invoices shall correctly reflect the prescribed information and the amounts shall match precisely the amounts			
32				
33	Sub-clause 25.4 has been amended to include the following: Where the Employer agrees to pay for materials on/off site, the contractor shall be required to provide the Principal Agent with the necessary forms for cession of ownership for such materials, with the necessary delivery notes and invoices (where applicable)			
	Sub-clause 25.10 has been amended as follows: Replace the words bfourteen (14) calendar daysb with bforty (40) calendar daysb	F:..... V:.....T:.....	Item	1

34	Clause 26.0 - Adjustment of the contract value and final account		
	Sub-clause 26.1 has been amended to include the following: Contract Instructions Instructions given by the Employer's agents in relation to the contract works, shall, irrespective of the format or wording of such instructions, not indicate that the work involved represents an extra or variation and shall not be deemed to be acceptance of any prices or quotations contained in any correspondence It is recorded that only the quantity surveyor where appointed by the employer for quantity surveying services is empowered, to rule whether any instructions issued constitutes an extra or not and, to resolve cost aspects of any matter pertaining to this contract		
35	F:..... V:.....T:.....	Item	1
36	Clause 27.0 - Recovery of expense and/or loss		
	F:..... V:.....T:.....	Item	1
	Suspension and termination (A28 - A29)		
37	Clause 28.0 - Suspension by the contractor		
	F:..... V:.....T:.....	Item	1
38	Clause 29.0 - Termination		
	F:..... V:.....T:.....	Item	1
	Dispute resolution (A30)		
39	Clause 30.0 - Dispute resolution		
	F:..... V:.....T:.....	Item	1
	Agreement The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties		
40	F:..... V:.....T:.....	Item	1
41	Contract data		
	Tenderer's selections		
	Before submission of his Tender the contractor is to complete the Tenderer's selections in the contract data		
	F:..... V:.....T:.....	Item	1
	SECTION B: GENERAL PRELIMINARIES		
	Definitions and interpretation (B1)		
42	Clause 1.1 - Definitions		
	F:..... V:.....T:.....	Item	1
43	Clause 1.2 - Interpretation		
	F:..... V:.....T:.....	Item	1
	Documents (B2)		
44	Clause 2.1 - Checking of documents		
	Sub-clause 2.1 refers b the following is to be added after the words bwritten directiveb: The items in these Bills of Quantities are to be read and priced in conjunction with, and the descriptions regarded as amplified by the General Preambles for Trades 2017 as recommended and published by the Association of South African Quantity Surveyors, 2017 edition, and no claim arising from brevity of description of items fully described in the said General Preambles for Trades 2017 and Supplementary documentation will be entertained. Notwithstanding the issue of the tender drawings, it will remain the responsibility of the Tenderer to study all available drawings at the offices of the Principal Agent during normal working hours in order to acquaint himself with all the cost implications of the design, programming, phasing, etc		
	F:..... V:.....T:.....	Item	1
45	Clause 2.2 - Provisional bills of quantities		
	F:..... V:.....T:.....	Item	1
46	Clause 2.3 - Availability of construction information		
	F:..... V:.....T:.....	Item	1

47	Clause 2.4 - Ordering of materials and goods			
	F:..... V:..... T:.....	Item	1	
	Previous work and adjoining properties (B3)			
48	Clause 3.1 - Previous work - dimensional accuracy			
	F:..... V:..... T:.....	Item	1	
49	Clause 3.2 - Previous work - defects			
	F:..... V:..... T:.....	Item	1	
50	Clause 3.3 - Inspection of adjoining properties			
	F:..... V:..... T:.....	Item	1	
	The site (B4)			
51	Clause 4.1 - Handover of site in stages	Item	1	
	F:..... V:..... T:.....	Item	1	
52	Clause 4.2 - Enclosure of the works			
	F:..... V:..... T:.....	Item	1	
53	Clause 4.3 - Geotechnical and other investigations			
	F:..... V:..... T:.....	Item	1	
54	Clause 4.4 - Encroachments			
	F:..... V:..... T:.....	Item	1	
55	Clause 4.5 - Existing premises occupied			
	F:..... V:..... T:.....	Item	1	
	Clause 4.6 - Services - known The contractor shall consult the Principal Agent before disconnecting any services. The contractor shall take special care not to damage any existing services that could have been foreseen or what have been shown to him by the Principal Agent. Damage to this services shall be for the contractor's account			
56				
	F:..... V:..... T:.....	Item	1	
	Management of contract (B5)			
57	Clause 5.1 - Management of the works			
	F:..... V:..... T:.....	Item	1	
58	Clause 5.2 - Progress meetings			
	F:..... V:..... T:.....	Item	1	
59	Clause 5.3 - Technical meetings			
	F:..... V:..... T:.....	Item	1	
	Clause 5 has been amended to include the following new sub-clause: Sub-clause 5.4 - Daily records The contractor shall keep daily records of people and equipment employed as well as a site diary in respect of work performed on the site At the end of each week the contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all sub-contractors on the works each day At the end of each week the contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works			
60				
	F:..... V:..... T:.....	Item	1	
	Samples, shop drawings and manufacturer's instructions (B6)			
	Clause 6.1 - Samples of materials All material samples and colour samples must be submitted to the Principal Agent for selections and approval of the colour, shape and finish including mechanical, electrical and plumbing equipment that will be visible. The samples shall be provided in A4 size unless otherwise agreed. General samples shall be provided for Principal Agent/Employer to choose from each type of finish The Principal Agent/Employer may reject all or part of the submitted samples and request for additional selections if the first submission are not acceptable All samples must be kept in a sample room to be provided by the contractor for reference Sample Board: The contractor shall provide a board(s) of approved samples and make available one set at the site (sample room) and one for the Employer			
61				
	F:..... V:..... T:.....	Item	1	

62	<p>Clause 6.2 - Workmanship samples Sub-clause 6.2 has been amended to include the following: The contractor shall provide a mock-up of all finished surfaces prior to commencement of the relevant work. The contractor shall only be permitted to commence with the relevant scope of work, on approval of the mock-up by the Principal Agent or its designated representative</p> <p>F:..... V:..... T:.....</p>	Item	1
63	<p>Clause 6.3 - Shop drawings</p> <p>Sub-clause 6.3 refers b the following is to be added after the words 'and/or approval' Shop drawings shall be submitted to the principal agents for approval at least ten (10) working days weeks prior to the date on which such approval is required in order to comply with the programme All submissions shall be prepared in accordance with the contract drawings and specifications and/or any Principal Agents instructions and any deviation shall be specifically highlighted in writing, with a detailed explanation of the reason for such deviation, together with any cost and/or time implications. Delays in approval of shop drawings due to non compliance with drawings, specifications and/or Principal Agentb s instruction shall not constitute grounds for any claims for delay, extension of time and the like The contractor shall be responsible for ensuring that all dimensions affecting shop drawings conform to the dimensions of built work Should the contractor, sub-contractor, supplier or manufacturer be of the opinion that corrections to shop drawings made by the Principal Agent, constitute a change to the scope of work, then he shall immediately advise the Principal Agent in writing of this, together with the cost and/or programme implications thereof, in order to obtain the Principal Agent's directive</p>		
64			
65	<p>Sub-clause 6.3.1 has been amended as follows: Replace the words btwo (2) copiesb with bfour (4) copiesb under bullet point number 6</p> <p>F:..... V:..... T:.....</p>	Item	1
66	<p>Clause 6.4 - Compliance with manufacturer's instructions</p> <p>F:..... V:..... T:.....</p>	Item	1
	Deposits and fees (B7)		
67	<p>Clause 7.1 - Deposits and fees</p> <p>F:..... V:..... T:.....</p>	Item	1
	Temporary services (B8)		
68	<p>Clause 8.1 - Water</p> <p>F:..... V:..... T:.....</p>	Item	1
69	<p>Clause 8.2 - Electricity</p> <p>F:..... V:..... T:.....</p>	Item	1
70	<p>Clause 8.3 - Ablution and welfare facilities</p> <p>F:..... V:..... T:.....</p>	Item	1
71	<p>Clause 8.4 - Communication facilities</p> <p>F:..... V:..... T:.....</p>	Item	1
	Prime cost amounts (B9)		
72	<p>Clause 9.1 - Responsibility for prime cost amounts</p> <p>F:..... V:..... T:.....</p>	Item	1
	Attendance on subcontractors (B10)		
73	<p>Clause 10.1 - General attendance</p> <p>F:..... V:..... T:.....</p>	Item	1
74	<p>Clause 10.2 - Special attendance Sub-clause 10.2 has been amended to include the following: The Tenderer shall examine all drawings and information pertaining to the works as a whole and shall provide all necessary special attendance resources required for the due and proper execution and completion of all sub-contract works</p> <p>F:..... V:..... T:.....</p>	Item	1

General (B11)

75	Clause 11.1 - Protection of the works F:..... V:..... T:.....	Item	1
76	Clause 11.2 - Protection/isolation of existing works and works occupied in sections F:..... V:..... T:.....	Item	1
77	Clause 11.3 - Security of the works F:..... V:..... T:.....	Item	1
78	Clause 11.4 - Notice before covering work F:..... V:..... T:.....	Item	1
79	Clause 11.5 - Disturbance F:..... V:..... T:.....	Item	1
80	Clause 11.6 - Environmental disturbance F:..... V:..... T:.....	Item	1
81	Clause 11.7 - Works cleaning and clearing Disposal of Waste Material, etc. The contractor shall provide appropriate equipment (such as chutes, if required), etc., for the rapid removal of waste material, etc., at points as agreed with the Principal Agent in writing. In addition, the contractor is to provide for adequate waste skips for the disposal of such material to be located in positions as advised by the Principal Agent in writing. The contractor shall ensure that there is a maximum of a twenty four (24) hour turn-around time for the removal of all full waste skips from site. The contractor further acknowledges that the Employer reserves the right to appoint others to remove waste material and waste skips from site, should the contractor fail to meet the twenty four (24) hour turn-around time and that such costs shall be deducted from amounts due to the contractor F:..... V:..... T:.....	Item	1
82	Clause 11.8 - Vermin F:..... V:..... T:.....	Item	1
83	Clause 11.9 - Overhand work F:..... V:..... T:.....	Item	1
84	Clause 11.10 - Tenant installations F:..... V:..... T:.....	Item	1
85	Clause 11.11 - Advertising F:..... V:..... T:.....	Item	1
SECTION C: SPECIFIC PRELIMINARIES			
86	Health and Safety Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the employer shall prepare a documented health and safety specification for the works (annexed to these bills of quantities) and that the Employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification [2.1] The contractor shall: 1.Comply with the health and safety specification for the works 2.Prepare and agree with the health and safety consultant the health and safety plan for the works 3.Cooperate with the health and safety consultant in all respects 4.Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification 5.Conform to the conditions contained in the Employer's health and safety specification 6.The contractor shall price section D of the preliminaries and allow opposite each item for all costs associated in connection with the health and safety specification F:..... V:..... T:.....	Item	1
87	As Built Drawings The contractor shall accurately record the details of the electrical, mechanical, security, fire installation, water reticulation details, construction breaks, etc., on drawings and issue same to the Principal Agent and the relevant agent for record purposes F:..... V:..... T:.....	Item	1
88	Personal Protective EquipmentThe contractor shall provide and keep on site an adequate supply of clean safety helmets and reflective vests for the use of all professional personnel and all authorised visitors F:..... V:..... T:.....	Item	1

89	Site Access for and Management of Direct Contracts The contractor shall allow direct contractors appointed by the Employer to access the site to execute work which does not form part of the Principal Building Agreement, concurrently with that of its (the principal building contractor), work. In this regard, the contractor shall provide any necessary assistance (e.g. ensuring placement of material orders, monitoring the manufacturing process, monitoring of raw materials availability, programming of works, etc.), to the principal agent in respect of management of any direct contracts. In this regard, is shall be deemed that all allowances have been made in the contract amount to ensure compliance with this clause F:..... V:.....T:.....	Item	1		
90	Precontract Engagement Contractors shall be engaged prior to issuance of site possession to facilitate all necessary precontract work which shall include the construction work permit application, procurement of specialist sub-contractors, finalisation of contract and any design coordination between the contractor and the professional team. Contractors will be required to make the necessary allowances for such work during this period as no claims for additional preliminaries will be entertained F:..... V:.....T:.....	Item	1		
91	Community Liaison Officer (CLO) Allow a value of R22 500,00 (R 7 500.00 per month) for a salary of a CLO covering among others, cell phone and laptop allowance .	Item	1	R	-
Contract Provisions					
92	Tender Data Schedule F:..... V:.....T:.....	Item	1		
93	General Conditions of Contract F:..... V:.....T:....., Contractor to allow for cleaning of site on BO and cleaning of dust on machinery, and other items that were moved to other location on site. Contract to also allow 5 days , for moving of equipment and to place on site and returning equipment to original place when renovations are complete.	Item	1	R	-
94	Special Conditions of Contract F:..... V:.....T:.....	Item	1		
95	Contract Data F:..... V:.....T:.....	Item	1		
SUMMARY OF CATEGORIES					
	Category : Fixed R..... Category : Value R..... Category : Time R.....	Item	1	R	-
Sub Total Carried to Building Works Summary				R	-

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<p><u>SECTION 2</u></p> <p><u>BILL NO. 01</u></p> <p><u>ALTERATIONS</u></p> <p>NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this Bill</p> <p>Before submitting his tender the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials salvageable from the alterations, No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained.</p> <p>General</p> <p>The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to tenants in the building and to adjoining premises and their tenants, He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent</p> <p>The Contractor will be held solely responsible for any damage to persons and property, for the safety of the new and existing structure throughout the whole of the contract and must make good, at his own expense, any damage that may occur</p> <p>All demolitions and works on site must be carried out carefully and in the safest possible manner and the Contractor is to make a thorough examination and take all necessary precautions before proceeding with the work, The utmost care is to be observed to avoid any structural or other damage in the remaining portions of the existing building</p> <p>Special care is to be exercised not to interfere with any electrical installation, and notice is to be given to the Representative/Agent when any disconnections, removal of wire, etc., are necessary and the Contractor is to afford every facility to the workmen carrying out his work</p> <p>Doors, fanlights, windows, fittings, frames, linings, etc which are to remain the property of the employer shall be carefully taken out, temporarily stored, transported over a distance of approximately 50km to store and handed over to the employer</p> <p>Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary</p> <p>Should the Contractor damage any services which are to remain in operation or any services which have not yet been disconnected prior to removal, then the Contractor will be held solely responsible for such damage and any further resultant damage</p> <p>NOTE: Unless otherwise stated herein, all items in this Bill shall be deemed to be a fixed price for the duration of this project</p>				

REMOVAL OF EXISTING WORK & STRUCTURES			
Stripping/Dimantling of heavy machinery			
1	Sphere with an approximate diametre of 3,2m and accompanying hardware to be dismantled and removed from site.	item	1
2	Spectrometer anf Photometer and accompanying hardware to be dismantled and removed from site.	item	1
3	Allow for general removal of less labour intensive items on working area to be dismantled and carted away from site.	item	1
4	Allow for credit to client for steel salvage on Sphere,spectrometer and other general steel salvageable steel items.	item	3
Taking up and removing wood block floor coverings, vinyl floor coverings, carpets, etc and preparing screeds for new floor coverings			
5	Vinyl sheeting to floors including coves	m2	274.86
Taking down and removing roofs, floors, panelling, ceilings, partitions, etc			
6	Drywall partitions not exceeding 3m high, including doors, glazed borrowed lights, etc	m	9.98
7	5250mm X 3000mm Curtains and Rails	Item	1.00
8	Suspended ceilings, including insulation, suspension grid, hangers and cornices	m2	371.13
Taking out and removing doors from timber or steel frame and prepare frame to receive new door (new doors and ironmongery and making good paintwork elsewhere)			
9	Timber single door not exceeding 2,5m ²	No	4.00
PREPARATORY WORK TO EXISTING SURFACES AND MAKING GOOD OF FINISHES ETC			
Making good defect in existing screeded floor with "Floorworx Pavelite" or equal approved system after existing surface has been primed with "Floorworx Pavelite Bond" all as per the manufacturers instructions to receive new carpet or vinyl tiling or sheeting (carpets, vinyl tiles or sheeting elsewhere)			
10	On floors (2,5mm- 10mm)	m2	274.86
Plaster preparation			
11	Sand down, remove blistered or peeling paint completely, open and fill cracks with a suitable filler and skim existing plastered and painted walls including a bonding liquid.	m2	713.31
12	Sand down, remove blistered or peeling paint completely, open and fill cracks/Holes with a suitable filler and skim existing plastered and painted CEILINGS including a bonding liquid.	m2	43.15
13	Clean down existing vinyl tiles or sheeting with water based floor stripper and apply two coats wax polish	m2	164.00
Taking out and removing doors from timber or steel frame, setting aside for re-use and later refixing in similar new position (rate should include for refixing) (Ironmongery and making good paintwork elsewhere)			
14	Single doors	no	19
15	Double doors	no	5
Sub Total Carried to Building Works Summary			R -

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p>SECTION 2</p> <p>BILL NO.02</p> <p>CARPENTRY AND JOINERY</p> <p>Note</p> <p>The Contractor must read each description throughout this bills of quantities in conjunction with and in the context of the obligations, requirements and specifications stated in the descriptions, the General Preambles for Trades (2017 Edition) and any supplementary Preambles to the General Preambles forming part of these Bills of Quantities No claim arising from brevity of description of items fully described in the said General Preambles for Trades or Supplementary Preambles to General Preambles will be granted</p> <p>SUPPLEMENTARY PREAMBLES</p> <p>Timber</p> <p>Timber shall be treated in accordance with the specification/finishing schedule Tenderers shall allow accordingly (Treatment required for this project)</p> <p>All softwood to be South African Pine</p> <p>Particle board</p> <p>Particle board shall comply with the following specifications:a) SABS 1300 Particle board: exterior and flooring typeb) SABS 1301 Particle board: interior type</p> <p>Joinery</p> <p>Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc</p> <p>Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes</p> <p>Decorative laminate finish</p> <p>Laminate finish shall be glued under pressure. Edge strips shall be butt jointed at junctions with adjacent similar finish</p> <p>Descriptions</p> <p>The term "planted on" shall mean the nailing of one timber member to another.The term "screwed on" shall mean the countersunk screwing of one timber member to another.The term "screwed on and pelleted" shall mean the screwing of one timber member to another with the heads of screws sunk and pelleted.The term "plugged" shall mean the countersunk screwing of a timber member to and including plastic plugs in brickwork or concrete.The term "plugged and pelleted" shall mean the screwing of a timber member to and including plastic plugs in brickwork or concrete with heads of screws sunk and pelleted.The term "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete</p> <p>Descriptions of floors, ceilings, joinery, etc. shall be deemed to include for all square cutting.Descriptions of items given in lineal metre shall be deemed to include for mitres, stopped ends, fitted intersections, etc.Descriptions of rounded angles, rebates, grooves, chamfers, moulded edges, etc. shall be deemed to include for angles, ends, etc.</p> <p>DOORS</p> <p>Standard Semi-Solid core door with ironmongery as specified by Architect</p>				
1	40mm 813X2024mm Single Door frame (Internal doors)	No	4	R	-
	Sub Total Carried to Building Works Summary			R	-

Item	Description	Unit	Quantity	Rate	Amount
	<p><u>SECTION 2</u></p> <p><u>BILL NO. 3</u></p> <p><u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u></p> <p><u>PREAMBLES</u></p> <p>The Contractor must read each description throughout this bills of quantities in conjunction with and in the context of the obligations, requirements and specifications stated in the descriptions, the General Preambles for Trades (2017 Edition) and any supplementary Preambles to the General Preambles forming part of these Bills of Quantities No claim arising from brevity of description of items fully described in the said General Preambles for Trades or Supplementary Preambles to General Preambles will be granted</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Supplementary preamble items described in Bill No.1, shall equally apply to this Bill.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Supplementary preamble items described in Bill No. 1, shall equally apply to this bill.</p> <p><u>GENERAL NOTES TO TENDERERS</u></p> <p>Fixing</p> <p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete</p> <p>Ceilings & Bulkheads</p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere</p>				

Steel components

All steel components for ceilings, partitions, etc are to be galvanised in accordance with SANS 121

Proprietary suspended ceilings

Hangers, suspension grids, "lay-in" panels, etc are to be in accordance with the manufacturers' recommendations

Where electrical light fittings, diffusers, panels etc are units of the same dimensions as the suspension grid described and allowance must be made in the rates accordingly for their support inclusive of any flexibility in setting out that may be required (ceiling panels have not been deducted and pricing is to take cognisance thereof)

Suspension systems

Where suspensions of ceilings require a sub-grid, the tenderer should include in his rates for the sub-grid. The design of the sub-grid support is not specified, the tenderer is to obtain the necessary requirements and recommendations for a safe installation from the board and suspension system manufacturer to the satisfaction of the structural engineer.

CEILING

1 New 1200 x 600 Gyprex frost white vinyl clad lay-in ceiling tiles laid on grid comprising galvanised main tees and cross tees with main tees suspended by galvanised hangers at centres not exceeding 1200mm

m² 86

2 Pelican econotile foil back ceiling tiles with black vinyl face finish, size 600 x 1200 x 9 laid on Pelican econogrid exposed suspension ceiling grid system with pre-painted black capping, ceiling perimeter to be finished with black pre-painted Shadowline wall trim. Hold down clips may be used to hold the ceiling tiles firmly in position. Suspension shall be in accordance with the manufacturer's recommendations and to

m² 287

3 Shadowline to ceilings

m 220

	<u>INSULATION</u>				
4	135mm Aerolite or equally approved insulation.	m ²	356		
	<u>PARTITION</u>				
5	3000mm high drywall as per drywall detail specification and installation as per manufacturer.	m	4		
6	Extra over 3000mm high partioning for vertical abutment	No	16		
7	Extra over 3000mm high partioning for 45/90 degree corner	No	8		
8	Extra over 3000mm high partitioning for T-junctioning	No	8		
9	Fire rated drywall as per partitioning detail specification and installation as per manufacturer.	m	2		
10	Extra Over for 813X2024 solid core fire door(Paint and Ironmongery measured elsewhere)	No	1		
11	Extra Over for 40mm semi solid flush panel door 1810X2032(Paint and Ironmongery measured elsewhere)	No	1		
	<u>INSULATION</u>				
12	Insulation sandwiched vertically between boards	m ²	23		
Sub Total Carried to Building Works Summary				R	-

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p>SECTION 2</p> <p>BILL NO.4</p> <p>FLOOR COVERINGS, PLASTIC LININGS, ETC (LI)</p> <p>Note</p> <p>The Contractor must read each description throughout this bills of quantities in conjunction with and in the context of the obligations, requirements and specifications stated in the descriptions, the General Preambles for Trades (2017 Edition) and any supplementary Preambles to the General Preambles forming part of these Bills of Quantities. No claim arising from brevity of description of items fully described in the said General Preambles for Trades or Supplementary Preambles to General Preambles will be granted.</p> <p>PREAMBLES</p> <p>SUPPLEMENTARY PREAMBLES</p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Principal Agent.</p> <p>FLOOR COVERINGS</p> <p>New 2mm Thick polyflor standard XL slate grey 9200 vinyl flooring with coved cornice, with welded joints laind in accordance with the manufacturers instruction</p>				
1	On floors	m2		275	
2	Extra over flooring for 150mm wide floor border and 150mm high turn-up against plastered walls (not extra over) in alternate colour including welded joint, PC 20 Poly Cove and CS48 Polycap	m		186	
	Sub Total Carried to Building Works Summary				R -

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p>SECTION 2</p> <p>BILL NO.5</p> <p>METALWORK</p> <p>Note</p> <p>The Contractor must read each description throughout this bills of quantities in conjunction with and in the context of the obligations, requirements and specifications stated in the descriptions, the General Preambles for Trades (2017 Edition) and any supplementary Preambles to the General Preambles forming part of these Bills of Quantities No claim arising from brevity of description of items fully described in the said General Preambles for Trades or Supplementary Preambles to General Preambles will be granted</p> <p>SUPPLEMENTARY PREAMBLES</p> <p><u>Descriptions of bolts, anchors, etc</u></p> <p>Descriptions of bolts shall be deemed to include nuts and washers</p> <p>Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete</p> <p>Items described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described</p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres</p> <p><u>PRESSED STEEL DOOR FRAMES</u></p> <p>Standard double rebated mild steel door frame with factory finish frame to 220mm walls.</p>				
1	40mm 813X2032mm Single Door frame (Internal doors)	No	4		R -
	Sub Total Carried to Building Works Summary				R -

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><u>SECTION 2</u></p> <p><u>BILL NO. 6</u></p> <p><u>PLASTERING</u></p> <p>NOTE:Tenderers are advised to study the Model Preambles for Trades before pricing this Bill</p> <p>NOTE: Unless otherwise stated herein, all items in this Bill shall be deemed to be a fixed price for the duration of this project</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>PLASTERING</u></p> <p><u>SCREEDS</u></p>				
1	Self leveling screed	m ²	12.96		
	<p><u>RHINOLITE</u></p> <p><u>INTERNAL RHINOLITE</u></p>				
2	On previously painted internal brickwalls	m ²	455.22		
3	On 3000mm high partitioning	m ²	328.69		
	Sub Total Carried to Building Works Summary				R -

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><u>SECTION 2</u></p> <p><u>BILL NO. 7</u></p> <p><u>PAINTING</u></p> <p>NOTE:</p> <p>Tenderers are advised to study the Model Preambles for Trades before pricing this Bill</p> <p>Unless otherwise stated herein, all items in this Bill shall be deemed to be a fixed price for the duration of this project</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>PAINTING</u></p> <p><u>ON INTERNAL FLOATED SURFACES</u></p> <p>Apply one coat delux trade alkali resistant plaster primer two coats delux trade 100 MATT(Black)</p>				
1	On brickwalls	m ²	296		
2	On Partitioning	m ²	198		
	<p>Apply one coat delux trade alkali resistant plaster primer two coats delux trade 100 MATT(GREY)</p>				
3	On brickwalls	m ²	160		
4	On Partitioning	m ²	122		
	<p>Apply one coat delux trade alkali resistant plaster primer two coats delux trade 65 MATT PVA(WHITE)</p>				
5	On ceilings	m ²	59		
	<p>Apply one coat delux trade alkali resistant plaster primer two coats delux trade 100 MATT(BLACK)</p>				
6	On ceilings	m ²	71		

Apply One Coat delux primer for wood,two coats delux pearlglo water based (Black)

7 813m x 2024m Doors m2 36

8 3000x1500m Double Doors m2 54

Apply One Coat delux primer for wood,two coats delux pearlglo water based (Grey)

9 813m x 2024m Doors m2 26

Apply One Coat delux primer for steel,two coats delux pearlglo water based (Black)

10 Door frames m2 21

11	Door frames Apply One Coat delux primer for steel,two coats delux pearlglo water based (Grey)	m2	9		
Sub Total Carried to Building Works Summary					R -

ITEM NO	DESCRIPTION	UNIT	Qty	Rate	Amount
	SECTION 2				
	BILL NO.8				
	PROVISIONAL SUMS				
	PREAMBLES				
	NOTE : Tenderers are advised to study the "MODEL PREAMBLES FOR TRADES" (2008 Edition) as recommended and published by the Association of South African Quantity Surveyors before pricing this bill.				
	GENERAL NOTES TO TENDERERS				
	For preambles refer to "General Specification of Labour and Material and Methods to be used.				
	Provisional amounts				
	All provisional amounts are net and include for delivery to site of all articles concerned				
	Profit				
	Where stated, the contractor may allow for profit if required				
	General attendance on selected subcontractors				
	The item "Attendance" which follows each provisional sum for selected subcontractors work, shall be deemed to cover all the contractor's costs incurred in providing free of charge to the selected subcontractors, the following:				
	1. Hoisting of the selected subcontractor's material in batches that can be handled by the contractor's hoist or crane during normal working hours 2. Making good in all trades and cleaning down and removal of rubbish on completion is to be the contractor's duty.				
	ELECTRICAL FITTINGS AND COC'S				
	Amount brought forward by detailed Electrical BOQ				
1	'P23072-SABS LIGHTING LAB-HVAC-BOQ-REV02'	Item		1	
2	Add for profit	%		5.00	
3	Add for attendance	%		5.00	
	PLUMBING AND DRAINAGE INSTALLATIONS				
	Provide the sum of R 13 826,46 (Thirteen Thousand Eight Hundred Twenty-Six Rands and Forty-Six Cents) for the plumbing and drainage installation, executed complete.				
4		Item		1	
5	Add for profit	%		5.00	
6	Add for attendance	%		5.00	
	HVAC INSTALLATIONS				
	Amount brought forward by detailed Mechanical BOQ				
7	'P23072-SABS LIGHTING LAB-HVAC-BOQ-REV02'	Item		1	
8	Add for profit	%		5.00	
9	Add for attendance	%		5.00	

	<u>CURTAINS</u>				
10	Provide the sum of R 6000,00 (Six Thousand Rand and Zero Cents) for replacement of black curtain MG06B to match existing , executed complete.	Item	1		
11	Add for profit	%	5.00		
12	Add for attendance	%	5.00		
	<u>FIRE SUPPRESSION</u>				
13	Provide the sum of R 46 088,21 (Forty-Six Thousand Eighty-Eight Rands and Twenty-Once Cents) for the Fire suppression where neccessary, executed complete	Item	1		
14	Add for profit	%	5.00		
15	Add for attendance	%	5.00		
Sub Total Carried to Building Works Summary				R	-

NOTES FOR SABS BOQ

Item#	Description
1	Project duration estimated to be for 3 months
2	CLO rate has been allowed in for 3 months
3	The PnG's allow for an item of removing machinery around site UNDER SABS SUPERVISION, Building Occupation (BO) cleaning, and placing back the moved machinery.
4	CONCERN: The existing ceiling in MG06C, may be a asbestos ceiling allowance not made for this.
5	Double doors assumed to be repainted to extra height (i.e 3000m high), decision made after on site inspection. TBC if this is fine.
6	JBCC 2014 is to be used in conjunction with the SABS General conditions SHOULD they have any conditions of contracts.
7	A specialist vinyl flooring company is recommended to subcontract the specialist works, quotations and company profiles have been received and company is willing to supply and fit the works. Derek to confirm if happy with placing them as a selected.
8	Allowance for credit to client has been inserted In the alterations tab due to the weight of steel on site, most times outside companies will pay client to actually dismantle and cart away on their behalf.
9	Item for removal of doors was assumed that it would be for multiple impacted doors even though the offices may not be in scope. This is because of the passges still being repainted therefore for continuity the doors may need repainting, thus removed to be hung once more.
10	Pressed steel frames assumed that there might be 1 or 2 extremely deteriorated frames which may need replacing therefore included in the bill.
11	Self leveliing screed not measured across all floors receiving new vinyl because specialist that priced included it in his quotation principal contractor will need only to scrape and ensure floor is ready to receive self leveling screed.
12	All provisional sums are subject to the registered engineers and Architect comments.