



sport, arts, culture & recreation

Department of
Sport, Arts, Culture and Recreation
FREE STATE PROVINCE

TENDER NO: SCM - INFRA 02 / 2022 (5SF) – RFQ

PROJECT DOCUMENTATION
INVITATION FOR QUOTATIONS FROM
SUITABLE CONTRACTORS (5SF) FOR
SUPPLY AND INSTALLATION OF GAS
SUPPRESSION SYSTEM AT FREE
STATE PROVINCIAL ARCHIVES.

AUGUST 2022

REQUEST FOR BIDS:

Service providers are invited to submit bids for the goods and service under the following condition.

DESCRIPTION	QUANTITY

REQUIREMENTS:

1. BID REQUIREMENTS

- 1.1 All bidding Vendors must have a Valid bank account
- 1.2 All the Relevant Forms attached to this bid documents must be completed and signed in ink where applicable by a duly authorised official

2. REQUIRED DOCUMENTATION

The prospective bidders are required to provide the following documentation:

- 2.1 Original completed and signed applicable Bid Documents (**SBD1, 3, 4, 6**)
- 2.2 Company Registration Certificate from the Registrar of Companies (CK2)
- 2.3 Valid SARS PIN
- 2.4 Joint Venture Agreement signed by both parties where applicable
- 2.5 SANAS BBBEE Certificate or DTI SWORN Affidavit
- 2.6 Consolidated BBBEE Certificate in case of a Joint Venture
- 2.7 Originally Certified Copies of Identity Documents of the main shareholders / Directors of the Company
- 2.8 Central Suppliers Database (CSD) report of the business or MAA number

3. EVALUATION CRITERIA AND PROCESSES TO BE USED

- 3.1 The evaluation process will entail the following phases:
 - i. Phase 1 — Evaluation on Legal requirements
 - ii. Phase 2 — 80/20 Points preference system

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCM-INFRA-02/2022	CLOSING DATE: 9/09/2022		CLOSING TIME:	11H00
DESCRIPTION	THE SUPPLY AND INSTALLATION OF GAS SUPPRESSION SYSTEM AT FREE STATE PROVINCIAL ARCHIVES.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SUPPLY CHAIN MANAGEMENT					
ZANA BUILDING					
CORNER OF HENRY AND HILL STREET					
BLOEMFONTEIN					
9300					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	A MAYEKISO		CONTACT PERSON	S MZWAKALI	
TELEPHONE NUMBER	066 485 6806		TELEPHONE NUMBER	064 800 5577	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	athi@sacr.fs.gov.za		E-MAIL ADDRESS	mzwakali.s@sacr.fs.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**INVITATION TO BID
PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

SBD 3.1

PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number: SCM – INFRA 02 / 2022 (5SF).
Closing Time 11:00	Closing date: 9 September 2022.

OFFER TO BE VALID FOR..... DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
1	_____	GAS SUPPRESSION	R_____

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

BIDDER'S DISCLOSURE

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

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:

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.

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.
- 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 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

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.

SBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to 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

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: _____ = _____ (maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted..... %
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS

PART C5: ADDITIONAL RETURNABLE DOCUMENTS

C5.4: FUNCTIONALITY

THIS FORM MUST BE COMPLETED AND BE RETURNED WITH YOUR BID DOCUMENT

FUNCTIONALITY

NOTE:

The point's criteria for functionality will be applicable on this bid. (Referring to "General Terms of Bid" and "Notes to Bidders" when applicable).

Bidders must score a minimum of 32 points to qualify.

1. FREE STATE BASED COMPANIES (5 POINTS)

FREE STATE based contractors claim full 5 points

NB: Supporting documentation to substantiate the above claims will be municipality bill, lease agreement & CIPRO document.

2. DISTRICT BASED COMPANIES (3 POINTS)

Motheo District based contractors claim full 3 points

NB: Supporting documentation to substantiate the above claims will be municipality bill, lease agreement & CIPRO document.

3. EXPERIENCE (13 POINTS)

Category	Points allocated	Indicate whether you are claiming the allocated points Yes/No
Completion of the project of the same kind to the value of R500 000 to R1 million	5	
Completion of the project of the same kind to the value of above R1 million to R2 million	10	
Completion of project of the same kind to the value above R2 million and higher.	13	

NB:

Supporting documentation to substantiate the above claims will be appointment letters, completion certificates and recommendation letter of the same and completed projects clearly indicating project duration, final contract amount and workmanship carried out by the bidder in line with the above values must be attached to be considered for points claimed.

4. EXPERTISE (12 POINTS).

Number of staff	Points allocated	Indicate whether you are claiming the allocated points Yes/No
1 Qualified Designer registered with South Africa Qualifications and Certifications Committee – FIRE (S.A.Q.C.C – FIRE) with experience of 2 years and above.	4	
1 Qualified Gas Suppression Technician/Authorized Personnel registered with South African Qualifications and Certifications Committee – FIRE (S.A.Q.C.C – FIRE) With experience of 2 years and above.	4	
1 Qualification Fire Technician registered with South African Qualifications and Certifications Committee – FIRE (S.A.Q.C.C – FIRE) with experience of 2 years and above.	4	

NB: Supporting documentation to substantiate the above claims will be Qualification certificates of qualified personnel, CV with contactable references and organogram/structure of the company must be attached.

QUALITY OF WORK (12 POINTS)

Departmental representative will contact references provided by respective bidders and also do physical inspection if necessary.

	References	Points allocated	Indicate whether you Are claiming the allocated points Yes/No
Acceptable:		6	
Good:		8	
Excellent:		12	

NB: Supporting documentation to substantiate the above claims will be appointment letter, completion certificate and recommendation letter of one similar project completed must be attached to be considered for points claimed.

PRE-QUALIFICATION CRITERIA

NB: The Department decide to apply pre-qualification criteria to advance certain designated groups, the department advertise this bid with a specific tendering condition as mentioned below.

1. A bidder having stipulated minimum B-BBEE status level of contributor; i.e. level 1 – 3

A bid that fails to meet this pre-qualification criteria stipulated in this bid document is an unacceptable bid.

FOR

THE SUPPLY AND INSTALLATION OF GAS SUPPRESSION SYSTEM AT FREE STATE PROVINCIAL ARCHIVES.

PROJECT TEAM

IN-HOUSE:

DEPARTMENTAL INFRASTRUCTURE UNIT

ZANA BUILDING
CORNER OF HILL STREET AND HENRY STREET
BLOEMFONTEIN
9301
TEL: (051) 410 3600

E-MAIL: mzwakali.s@sacr.fs.gov.za

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF SPORTS, ARTS, CULTURE AND RECREATION

THE SUPPLY AND INSTALLATION OF GAS SUPPRESSION SYSTEM AT FREE STATE PROVINCIAL ARCHIVES.

DEPARTMENTAL INFRASTRUCTURE UNIT

Zana Building
Corner of Hill Street and Henry Street
Bloemfontein

Contact:
Name: Sifanele
Telephone 064 800 5577

Tenderer

Total of the prices inclusive of value added tax: R

Preferences claimed for : (tick relevant boxes)

EQUITY:

- Disenfranchised ownership**
- Women ownership**
- Disabled ownership**
- SMME**
- Youth equity ownership**

FUNCTIONALITY:

- Experience**
- Expertise**
- Work Quality**
- Free State based**
- District based**

FREE STATE PROVINCIAL GOVERNMENT
DEPARTMENT OF SPORTS, ARTS, CULTURE AND RECREATION

THE SUPPLY AND INSTALLATION OF GAS SUPPRESSION SYSTEM AT FREE STATE PROVINCIAL
ARCHIVES.

SCM - INFRA 02 / 2022

Contents

Number Heading

The Tender

Part T1: Tendering procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

Part T2: Returnable documents

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

The Contract

Part C1: Agreement and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Construction Guarantee for JBCC Minor Works Agreement

C1.4 Adjudicator's Contract

Part C2: Pricing data

C2.1 Pricing Instructions

C2.2 Activity Schedule or Bills of Quantities

Part C3: Scope of Work

C3 Scope of Work

Part C4: Site information

C4 Site Information

Part C5: (Additional returnable documents)

- C5.1 Invitation to Tender – SBD1
- C5.2 Pricing schedule – SBD 3.1
- C5.3 Declaration of interest – SBD4
- C5.4 Functionality
- C5.5 Preference points claim form in terms of the preferential procurement regulations 2011 – SBD 6.1
- C5.6 General conditions of contract
 - Health and Safety Specifications – Annexure C
 - Community liaison officer contract - Annexure D

THE TENDER

PART T1: TENDERING PROCEDURES

T1.1 - Tender Notice and Invitation to Tender

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF SPORTS, ARTS, CULTURE AND RECREATION

THE SUPPLY AND INSTALLATION OF GAS SUPPRESSION SYSTEM AT FREE STATE PROVINCIAL ARCHIVES.

SCM - INFRA 02 / 2022

T1.1 Tender Notice and Invitation to Tender

The DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION, Free State Provincial Government, invites tenders for **THE SUPPLY AND INSTALLATION OF GAS SUPPRESSION SYSTEM AT FREE STATE PROVINCIAL ARCHIVES.**

Tenderers should have a CIDB contractor grading designation of **5SF** or higher. Joint Ventures with contractors with a 5SF or higher grading will also be considered.

Points will be allocated to 80/20 points system

PRICE

.....80

Points

B-

BBEE

Points

.....20

FUNCTIONALITY.....45

Points

Experience.....13 Points

Expertise.....12 Points

Work Quality.....12 Points

Free State based companies.....5 Points

District based contractors3 Points

The assessment of functionality will be done separately from the 80/20 preference points system. Bidders will be disqualified if it fails to achieve the minimum threshold of 32 points for functionality as indicated in the document.

The physical address for collection of tender documents is:

**DEPARTMENT OF SPORTS, ARTS, CULTURE AND RECREATION
Corner of Henry and Hill Street
Zana Building
Bloemfontein
9301**

Documents may be collected during working hours after 09:00 on 22 AUGUST 2022.

A non-refundable tender deposit of **R150** payable in cash or by bank guaranteed cheque made out in favor of the Employer's, payable at **Room 104, Business Partners Building, Corner of Henry and East Burger Street, Bloemfontein**, between 9:00 and 13:00 and 14:00 and 16:15 is required for collection of the tender documents on.

Queries relating to the issue of these documents may be addressed to **Mr. Sifanele Mzwakali Cell**
phone number: 0648005577 e-mail: mzwakali.s@sacr.fs.gov.za

A compulsory briefing session with representatives of the Employer will take place:

Date: 26 AUGUST 2022

Time: 10H00

Venue: Archives Provincial Building, 29 Badenhorst Street, Bloemfontein.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

PART T1: TENDERING PROCEDURES

T1.2 - Tender Data FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF SPORTS, ARTS, CULTURE AND RECREATION

THE SUPPLY AND INSTALLATION OF GAS SUPPRESSION SYSTEM AT FREE STATE PROVINCIAL ARCHIVES. SCM - INFRA 02 / 2022

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The additional conditions of tender are:

Clause number	Tender Data
T.1.1	The employer is the DEPARTMENT OF SPORTS, ARTS, CULTURE AND RECREATION, Free State Provincial Government.
T.1.2	The tender documents issued by the employer comprise: T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules Part 1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Adjudicator's Contract Part 2: Pricing data C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities Part 3: Scope of work C3 Scope of work Part 4: Site information C4 Site information

T.1.3 The employer's agent is:
Name: **IN-HOUSE DEPARTMENTAL INFRASTRUCTURE UNIT**
Address: **Zana Building**
Corner of Henry and Hill Street
Bloemfontein
Tel: 064 800 5577
E-mail: mzwakali.s@sacr.fs.gov.za

T.2.1 The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:

- a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **5SF** class of construction work; and
- b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria
 - i) The Department, following an interview with the management of the enterprise, is satisfied that the enterprise has the potential to develop and qualify to be registered in a higher contractor grading designation; and
 - ii) The Department, following a risk assessment, is able to provide the necessary supportive measures required to enable the enterprise to successfully execute the contract.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. three contractors each have a contractor grading designation in the **5SF** class of construction work;

T.2.12 **No alternative tender offers will be considered**

T.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 1 copy.

T.2.13.5 The employer's agent address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: Entrance, Zana Building
Physical address: Zana Building, Corner of Henry and Hill Street, Bloemfontein.
Closing Date: 19 August 2022

T.2.13 A two-envelope procedure will **not** be followed.

T.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

T.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will **not** be accepted.

- T.2.16 The tender offer validity period is **120** days
- T.2.18 The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labor-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
- T.2.23 The tenderer is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board and a copy of a Tax Pin issued by the South African Revenue Services.
Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.
- T.3.1 **Tenders will be opened immediately after the closing time for tenders at:
DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION
Zana Building
Corner of Henry and Hill Street
Bloemfontein**

T.3.2.1 The procedure for the evaluation of responsive tenders is Method 4

The financial offer will be scored using Formula 2 (option 1) where the value of W_1 is:

- 1) 55 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 500 000; or
- 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 500 000.

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the referencing schedule and who are found to be eligible for the preference claimed.

Preference will be granted as follows:

Points shall be allocated according to the 80/20 points system whereby:

PRICE	80
Points	
B- BBEE	20
Points	
FUNCTIONALITY	45
Points	
Experience.....	13 Points
Expertise.....	12 Points
Work Quality.....	12 Points
Free State based contractors.....	5 Points
District based contractors.....	3 Points

The assessment of functionality will be done separately from the 80/20 preference points system. Bidders will be disqualified if it fails to achieve the minimum threshold of 32 points for functionality as indicated in the document.

T3.2.2 Tender offers will only be accepted if:

- a) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- d) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect; and

- e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

T3.2.3 The number of paper copies of the signed contract to be provided by the employer is one.

Annex: Standard Conditions of Tender

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **Comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract.

The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.2 Tenderer's obligations

F.2.1 Eligibility

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall **not** accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18. Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19. Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1: Financial offer	<ol style="list-style-type: none"> 1) Rank tender offers from the most favorable to the least favorable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	<ol style="list-style-type: none"> 1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for Preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	<ol style="list-style-type: none"> 1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	<ol style="list-style-type: none"> 1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for Preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$N_{FO} = W_1 \times A$ where:

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = \frac{1 + (P - P_m)}{P_m}$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = \frac{1 - (P - P_m)}{P_m}$	$A = P_m / P$

where:

P_m = the comparative offer of the most favorable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

F.3.15. Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

PART T2: RETURNABLE DOCUMENTS

T2.1 - List of Returnable Documents

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF SPORTS, ARTS, CULTURE AND RECREATION

**THE SUPPLY AND INSTALLATION OF GAS SUPPRESSION SYSTEM AT FREE STATE PROVINCIAL
ARCHIVES.
SCM - INFRA 02 / 2022**

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1 Returnable Schedules required only for tender evaluation purposes

- Certificate of authority for joint ventures (where applicable)
- Compulsory Enterprise Questionnaire
- Record of Addenda to Tender Documents
- Proposed Amendments and Qualifications
- Schedule of Subcontractors
- Schedule of Plant and Equipment
- Schedule of the Tenderer's Experience

2 Other documents required only for tender evaluation purposes

- Proof of registration for regional levies if a preference is claimed for being registered in the Free State Province.
- Certificate of Contractor Registration issued by the Construction Industry Development Board
- An original valid Tax Clearance Certificate issued by the South African Revenue Services.

3 Returnable Schedules that will be incorporated into the contract

Preferencing Schedule (direct preferences)

4 Other documents that will be incorporated into the contract - None

5 The offer portion of the C1.1 Offer and Acceptance

6 C1.2 Contract Data (Part 2)

7 C2.2 Bills of quantities

Record of Addenda to tender documents

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | |

- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

Public Finance Management Act, 1999 (Act 1 of 1999)

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise
name

PART T2: RETURNABLE DOCUMENTS

T2.2 - Returnable Schedules

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr./Mrs.
 , authorized signatory of the company
 , acting in the capacity of lead partner, to sign all
 documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
Lead partner		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation

Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

Schedule of Plant and Equipment

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Schedule of the Tenderer's Experience

The following is a statement of similar work successfully executed by myself / ourselves:

Employer, contact person and telephone number.	Description of contract	Value of work inclusive of VAT (Rand)	Date completed

Signed

Date

Name

Position

Tenderer

Schedule of the Tenderer's Experience

The following is a statement of contracts currently being executed by myself / ourselves:

Employer, contact person and telephone number.	Description of contract	Value of work inclusive of VAT (Rand)	Date completed

Signed

Date

Name

Position

Tenderer

Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

Preferencing schedule (direct preference)

1 Definitions

The following definitions shall apply to this schedule:

Disabled: in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

Equity ownership: The percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of the company's shares that are owned by individuals, who are actively involved in the management of an enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.

Note: All claims for HDI / youth equity ownership by an HDI / Youth will be considered according to the following criteria:

- equity within private companies will be based on the percentage of equity ownership;
- preference points will not be awarded to public companies and tertiary institutions;
- equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust (i.e. the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person);
- ; and.
- a joint venture may, based on the percentage of the contract value managed or executed by their HDI / Youth members, be entitled to equity ownership.

Historically disadvantaged individual (HDI): A South African citizen

- a) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the RSA, 1983 (Act 110 of 1983) or the Constitution of the RSA, 1993 (Act 200 of 1993) (the interim Constitution), or
- b) who is a female; or
- c) who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI;

joint venture: a grouping of two or more contractors who jointly and severally undertake to perform a construction works contract.

managed: the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial and financial authority and power in determining the policies and directing the operations of the business.

owner: A person who has all the customary incidents of ownership, including the right of disposition, and sharing in all the risks and profits commensurate with the degree of ownership interest as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

Registered contractor: a contractor registered with the Construction Industry Development Board in a contractor grading designation appropriate to the works.

SMME: A sole trader, partnership or legal entity, including co-operative enterprises and non-governmental organizations, managed by one owner or more which, including its branches or subsidiaries, if any, is predominantly carried out in any sector or sub sector of the economy mentioned in column 1 of the Schedule and which can be classified as a micro - a very small, a small or a medium enterprise by satisfying the criteria mentioned in columns 3, 4 and 5 of the Schedule opposite the smallest relevant size or class as mentioned in column 2 of the Schedule

Schedule				
Column 1	Column 2	Column 3	Column 4	Column 5
SECTOR OR SUB-SECTORS IN ACCORDANCE WITH THE STANDARD INDUSTRIAL CLASSIFICATION	SIZE OR CLASS	TOTAL FULL-TIME EQUIVALENT OF PAID EMPLOYEES LESS THAN	TOTAL ANNUAL TURNOVER LESS THAN	TOTAL GROSS ASSET VALUE (FIXED PROPERTY EXCLUDED) LESS THAN
Construction	Medium Small Very small Micro	200 50 20 5	R26,00 m R 6,00 m R 3,00 m R 0,20 m	R5,00 m R1,00 m R0,50 m R0,10 m

Youth: A South African citizen who is between the age of 18 and 35 at the time that tenders close.

2 Conditions associated with the granting of preferences

The tenderer who claims a preference, undertakes to:

- 1) not subcontract more than 25% of the contract price, unless such contracting is undertaken in terms of a preference claimed.
- 2) maintain a HDI / Youth or youth equity ownership of not less than that upon which the preference is based for the duration of the Contract, or in the case of a joint venture, ensure that the percentage of the contract value managed or executed by HDI's and Youth is not less than that upon which the preference is based;
- 3) accept the sanctions set out in Section 3 below should conditions 1 or 2 be breached;
- 4) complete sections 4 to 7 below as relevant;
- 5) enter into written subcontract agreements in accordance with the provisions of the Construction Industry Development Board's Best Practice Guideline D1: Subcontracting Arrangements; and
- 6) complete the Declaration with regard to Equity Ownership contained in section 5 below.
- 7) provide proof of registration for regional levies if a preference is claimed for being registered in the Free State Province.

3 Sanctions relating to breaches of Preferencing conditions

The sanctions for breaching the Preferencing conditions are:

- 1) termination of the Contract; or
- 2) a financial penalty payable to the Employer equal to 1,25 times the number of tender evaluation points awarded in respect of the preference claimed, multiplied by the Contract Price exclusive of VAT, divided by 100.

4 Tender preference claim in respect of HDI / youth enterprise status or structure of the tendering entity

Number of preference points = $NOP \times EP / 100$

NOP = maximum tender evaluation points provided for HDI / Youth equity ownership

EP = the percentage of equity ownership by an HDI / Youth within the business enterprise or, in the case of a joint venture, the percentage of the contract value managed or executed by their HDI / Youth members.

I/we apply on behalf of my/our firm for a preference based on:

Non-joint ventures

HDI equity ownership percentage of %

Youth equity ownership percentage of %

Joint Ventures

the percentage of the contract value managed or executed by their HDI members of%

the percentage of the contract value managed or executed by their Youth members of%

5 Tender preferences claimed

NOTE: FREE STATE GOVERNMENT TO DECIDE ON THESE CATEGORIES AND POINTS

I / we apply on behalf of my / our firm for the following preference:

Category of preference	Percentage of maximum tender evaluation points provided for in the Preferential Procurement Policy Framework Act (Act 5 of 2000)	Preference claimed for Category of Preference (Y=yes)
B-BBEE CERTIFICATE:	20	
FUNCTIONALITY:		
Experience	13	
Expertise	12	
Work Quality	12	
Free State based contractors	5	
District based contractors	3	
Having a CIDB Contractor grading designation of a 5SF or Joint Venture		
SMME status Micro Very small Small Medium		
Undertaking to subcontract the following to registered contractors: 40% of the contract price 30% of the contract price 10% of the contract price		
Having a head office in Free State Province		

6 Declaration with regard to equity ownership

6.1 How long has the Company been in existence?

6.2 Describe principal business activities:

.....
 ..

 ..

6.3 List all shareholders by name, identity number, citizenship, status, ownership, as relevant

Name	Status				ID number	Date RSA Citizenship obtained	Percentage owned
	Woman	Black person	Youth	Disability			

6.4 In the case of a person with a disability:

Name	Describe what the permanent impairment is.	Outline how the permanent impairment impacts on ability to perform an activity in the manner or within the ranges considered normal for a human being?

7 SMME criteria

Provide the following information:

TOTAL FULL-TIME EQUIVALENT OF PAID EMPLOYEES	TOTAL ANNUAL TURNOVER	TOTAL GROSS ASSET VALUE (FIXED PROPERTY EXCLUDED)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the firm or sole proprietor confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature :

Name :

Duly authorized to sign on behalf of :

Telephone :

Fax :

Date :

THE CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 - Form of Offer and Acceptance

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF SPORTS, ARTS, CULTURE AND RECREATION

**THE SUPPLY AND INSTALLATION OF GAS SUPPRESSION SYSTEM AT FREE STATE PROVINCIAL ARCHIVES.
SCM - INFRA 02 / 2022**

C1.1 Form of Offer and Acceptance

Offer

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

THE SUPPLY AND INSTALLATION OF GAS SUPPRESSION SYSTEM AT FREE STATE PROVINCIAL ARCHIVES.

SCM - INFRA 02 / 2022

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

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

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

.....
..... Rand (in words);
R (in figures)

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

Signature Date
Name
Capacity

for the tenderer
(Name and
address of
organization)

Name and signature of witness

Acceptance

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

And drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

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

Signature Date

Name

Capacity

for the
Employer DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION
Corner of Hill and Henry Street,
Zana Building
Bloemfontein

Name and signature of witness Date

Schedule of Deviations

- 1 Subject
- Details
-
-
-
- 2 Subject
- Details
-
-
-
- 3 Subject
- Details
-
-
-
- 4 Subject
- Details
-
-
-
- 5 Subject
- Details
-
-
-

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

PART C1: AGREEMENT AND CONTRACT DATA

C1.2 - Contract Data

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF SPORTS, ARTS, CULTURE AND RECREATION

THE SUPPLY AND INSTALLATION OF GAS SUPPRESSION SYSTEM AT FREE STATE PROVINCIAL ARCHIVES. SCM - INFRA 02 / 2022

C1.2 Contract Data

The Conditions of Contract are clauses 1 to 41 of the **JBCC Minor Works Agreement (Edition 5.1 of March 2014)** published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

The additions, deletions and alterations to the JBCC Principal Agreement are:

Clause Additions, deletions and alterations

- 1.1 Replace the following definitions in **DEFINITIONS AND INTERPRETATIONS** with the following wording:
AGREEMENT means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.
BILLS OF QUANTITIES means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data.
CONSTRUCTION PERIOD means the period commencing on the date that the Agreement made in terms of the Offer and Acceptance comes into effect and ending on the date of practical completion.
CONTRACT DOCUMENTS means the Agreement and all documents referenced therein.
CONTRACT DRAWINGS means the drawings listed in the Scope of Work.
CONTRACT SUM means the total of prices in the Form of Offer and Acceptance.
SCHEDULE means the variables listed in the Contract Data.
- 1.6.4 Delete sub-clause 1.6.4
- 3.5 Delete sub-clause 3.5
- 3.6 Delete sub-clause 3.6.

- 3.9 Delete sub-clause 3.9
- 3.10 Delete sub-clause 3.10
- 15.1.1 Delete sub-clause 15.1.1
- 21 Replace sub-clauses 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:
- The **contractor** and **principal agent** shall appoint a **selected subcontractor** in accordance with the provisions of the Scope of Work.
- 30.1 Replace reference to 36.3 at end of sentence with 36.0
- 31.12 Delete "Payment shall be subject to the **employer** giving the **contractor** a **tax** invoice for the amount due."
- 32.12 Delete sub-clause
- 34.13 Delete the words in sub-clause 34.13 "subject to the **employer** giving the **contractor** a **tax** invoice for the amount due"
- 40.0
(41) Delete in the Substitute Provisions (41.0 State Clauses) clause 40.2.1, 40.2.2 and 40.3/4/5/6 and replace with the following:
- 40.1# Should any dispute between the **employer**, his **agents** or **principal agent** on the one hand and the contractor on the other arises out of this **agreement**, such dispute shall be referred to adjudication.
- 40.2# Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4.
- 40.3# If provided in the **schedule**, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.
- 40.4# If the **schedule** provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.

- 12.1 (41.0) Delete 12.1 in the Substitute Provisions (41.0 State Clauses) so that the provisions of 12.1 apply to the **state** and replace "**contractor**" in clause 10.1 in the Substitute Provisions (41.0 State Clauses) with "The party responsible in terms of 12.1"
- 12.2 (41.0) Amend the first part of the first sentence in clause 12.2 of the Substitute Provisions (41.0 State Clauses) to read "Where the **contractor** is responsible for insurances, the **contractor** shall"
- 11.1 (41.0) Delete clause 11.1 in the Substitute Provisions (41.0 State Clauses) so that the provisions of 11.1 apply to the **state**.
- 41.0 Delete the definitions for **CONSTRUCTION PERIOD** and **INTEREST** in clause 41.1.3 in the substitute provisions(Clause 41.0 State Clauses)
- 41.0 Delete in the **state** clauses sub-clauses 31.11.1 and 31.11.2. Sub-clause 31.11.1 of the non-**state** clauses will apply to the **contract**
- 41.0 Delete in the **state** sub-clause 10.3. Sub-clause 10.3 of the non-**state** clauses will apply to the **contract**
- 41.0 Add sub-clause 32.15 and 34.3 to 5.1.2
- 41.0 Add in the following clause to 41.0
Notwithstanding any clause to the contrary, on cancellation of this agreement either by the **employer** or the **contractor**, or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a stated date and withdraw himself from the **site**. The contractor shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.

Part 1: Contract Data completed by the Employer

Clause	Item and data
42.1	CONTRACTING AND OTHER PARTIES
42.1.1	The Employer is the Department of Sports, Arts, Culture and Recreation, Free State Provincial Government
[1.2]	The address of the Employer is: Corner of Hill Street and Henry Street, Bloemfontein. Telephone: 051-410-3679 Facsimile: 086-266-1683 Address (physical): Zana Building, 54 Henry Street, Bloemfontein Address (postal): Private Bag X20606, Bloemfontein,9301

42.2 Contract Details

42.2.1

The **Works** comprise: THE SUPPLY AND INSTALLATION OF GAS SUPPRESSION SYSTEM AT FREE STATE PROVINCIAL ARCHIVES.

42.2.2

The **Site** comprise: **The existing premises, the tenderer should familiarize himself with the site before pricing the document.**

42.2.3
[22.2]

The **Works** or installations to be undertaken by **direct contractors** comprises: **N/A**

42.2.4 [41.0] 31.11.2 [11.2] 31.4.2 40.2.2	<p>The Employer is an organ of State</p> <ul style="list-style-type: none"> • The interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) will apply. • Lateral support insurance is not to be effected by the contractor • Payment will be made for materials and goods • Dispute determinations shall be by arbitration <ul style="list-style-type: none"> • Extended defects liability period will apply to the following elements: <ul style="list-style-type: none"> ○ General building work : 3 months ○ Electrical installation : 12 months unless stated otherwise ○ Civil works : 12 months unless stated otherwise <p>Any leakages to roofs or damage caused as a result thereof within six (6) months after completion of the work due to poor materials or competency of workmen, shall be repaired by the contractor at his cost. If no heavy rainfall is experienced during the aforesaid period, such period will be extended until sufficient heavy rainfalls provide a test of competency.</p> <p>Possession of the site is to be given within three days after the contractor provided the employer with the construction guarantee in accordance with the provisions of 14.0</p>
42.2.5 [15.2.1]	<p>The period for the commencement of the works after the contractor takes possession of the site is 7 working days.</p>
42.2.6 [15.3]	<p>For the works as a whole: The date for practical completion is 6 (SIX) MONTHS AFTER DATE OF ACCEPTANCE INCLUSIVE OF ALL STATUATORY AND BUILDER'S HOLIDAYS <i>The penalty per calendar day is R 6,500.00 (Six Thousand Five hundred Rands).</i></p>
42.2.7	<p>For the works in sections: N/A</p>
42.2.9 [1.2]	<p>The law applicable to the agreement shall be that of the Republic of South Africa.</p>
42.3	<p>Insurances</p>
42.3.1 [10.1,10.2,12.1]	<p>Contract insurance to be effected by the contractor</p>
42.3.1 [10.1,10.2,12.1]	<p>Contract works insurance is to be effected by the contractor for a sum not less than the contract sum with a deductible in an amount that the contractor deems appropriate.</p>
42.3.2 [10.1,10.2,12.1]	<p>The supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association.</p>
42.3.3 [11.1, 12.1]	<p>Public liability insurance to be effected by the contractor for the sum of R 10 000 000.00 per claim with a deductible in an amount of R 5, 000.00.</p>

42.3.4 11.2, 12.1	Support insurance to be effected by the contractor for the sum ofN/A.....with a deductible in an amount that the contractor deems appropriate.
42.4	Documents
42.4.1 [3.3, 15.1.3, 31.16.2]	A waiver of the contractor's lien or right of continuing possession is required.
42.4.2 [3.7]	Three copies of the construction document are to be supplied to the contractor free of charge.
42.4.3	Bills of Quantities/lump sum documents schedule of rates is drawn up in accordance with Standard System of Measurement Building Work – 1999 edition
42.4.4 [15.1.1]	Bills of quantities/lump sum document are to be submitted with this tender. JBCC Engineering General Conditions are not to be included in the contract document.
42.4.5 [3.4]	
42.4.6 [31.5.3]	The contract value will be adjusted using CPAP indices. Where applicable the base month for the application of CPAP is the month in which the tender closed.
[31.3]	There is no latest day of the month for the issue of an interim payment certificate.
14.5	The employer will not provide advanced payments against an advanced payment guarantee
14.2 and 14.4	The construction guarantee is to be a fixed guarantee in an amount of 10% of the contract sum.

Part 2: Contract Data completed by the Contractor

Clause	Item and data
1.2	The name of the Contractor is:
	The address of the contractor is:
	Telephone:
	Facsimile:
	Address (physical):

	Address (postal):

PART C1: AGREEMENT AND CONTRACT DATA

C1.3 - Construction Guarantee

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION

**THE SUPPLY AND INSTALLATION OF GAS SUPPRESSION SYSTEM AT FREE STATE PROVINCIAL ARCHIVES.
SCM - INFRA 02 / 2022**

C1.3 Construction Guarantee

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means
Physical address

Guarantor's signatory 1 Capacity

Guarantor's signatory 1 Capacity

Employer means **The DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION, Free State Provincial Government**

Contractor means

Agent means **E'tsho Engineering and Project Management**

Works means **THE SUPPLY AND INSTALLATION OF GAS SUPPRESSION SYSTEM AT FREE STATE PROVINCIAL ARCHIVES. TENDER NO: SCM - INFRA 02 / 2022**

Site means **ON THE PREMISES: Archives Provincial Building, 29 Badenhorst Street, Bloemfontein.**

Agreement means the **JBCC Minor Works agreement** Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R

Amount in words (Rand)

Guaranteed Sum means the maximum aggregate amount of R

Amount in words (Rand)

1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: (Rands) (R)	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

2 The Guarantor hereby acknowledges that:

2.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship.

2.2 Its obligation under this Guarantee is restricted to the payment of money.

3 Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2

3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.

3.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.

4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:

4.1 The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or

4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.

5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.

- 6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at Date

Guarantor's Signatory 1 Guarantor's Signatory 2

Witness 1 Witness 2

Guarantor's seal or stamp

PART C1: AGREEMENT AND CONTRACT DATA

C1.4 - Adjudicator's Contract

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION

**THE SUPPLY AND INSTALLATION OF GAS SUPPRESSION SYSTEM AT FREE STATE PROVINCIAL ARCHIVES.
SCM - INFRA 02 / 2022**

ADJUDICATOR'S CONTRACT

DEPARTMENT OF SPORTS, ARTS, CULTURE AND RECREATION TO PROVIDE INFORMATION

This agreement is made on the Day of Between:

..... (name of company / organisation)

of

..... (address) and

..... (name of company / organisation)

of

..... (address)

(the Parties) and

..... (name)

of

..... (address)

(the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated and known as

and these disputes or differences shall be/have been* referred to adjudication in accordance with the JBCC Minor Works Agreement Adjudication Rules, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the JBCC Minor Works Agreement Adjudication Rules.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the JBCC Minor Works Agreement Adjudication Rules..
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.

The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____
 Name: _____
 who warrants that he / she is
 duly authorized to sign for and
 on behalf of the first Party in the
 presence of

SIGNED by: _____
 Name: _____
 who warrants that he / she is
 duly authorized to sign for and
 on behalf of the second Party in
 the presence of

SIGNED by: _____
 Name: _____
 the Adjudicator in the presence
 of

Witness _____
 Name: _____
 Address: _____

Witness: _____
 Name _____
 Address: _____

Witness: _____
 Name: _____
 Address: _____

Date: _____

Date: _____

Date: _____

Contract Data DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION TO PROVIDE
 INFORMATION

1	The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

* Delete as necessary

THE CONTRACT

PART C2: AGREEMENT AND CONTRACT DATA

C2.1 - Pricing Instructions

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION

THE SUPPLY AND INSTALLATION OF GAS SUPPRESSION SYSTEM AT FREE STATE PROVINCIAL ARCHIVES. SCM - INFRA 02 / 2022

C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
 - b) mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Mechanical Work, published by the South African Association of Quantity Surveyors, July 2005).
 - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- 2 The agreement is based on the JBCC Minor Works Agreement, prepared by the Joint Building Contracts Committee, Edition 5.1, March 2014. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the JBCC Minor Works Agreement, May 2005 Addition preliminaries for the use of JBCC Series 2000. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 5 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
- 6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.

- 7 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
- 8 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities
- 9 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.
- 10 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
- 11 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
- 12 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
 - a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 13 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
 - a) 10 percent is fixed;
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related.
- 14 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

PART C3: SCOPE OF WORK

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION

**THE SUPPLY AND INSTALLATION OF GAS SUPPRESSION SYSTEM AT FREE STATE PROVINCIAL
ARCHIVES.
SCM – INFRA 02 / 2022**

C3. Scope of Work

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The employer's objective is to renovate/repair/refurbish existing facility.

1.2 Extent of the works

NB Tenderers are specifically requested to inspect the site beforehand so as to become acquainted with the location of the site, conditions, existing building work, access roads, layout of various buildings, availability of water, electricity, etc.

1.3 Location of the works

The site is situated at the existing premises: Archives Provincial Building, 29 Badenhorst Street, Bloemfontein.

2 Drawings

The drawings used for setting up the Bills of Quantities are as follows:

- n/a

3 Procurement

3.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO 1</u>				
	<u>ALTERATIONS</u>				
	<u>REMOVAL OF EXISTING FIRE PROTECTION SERVICES</u>				
1.01	TAKE OFF AND COMPLETELY REMOVE EXISTING SMOKE DETECTION SYSTEM AND ALL PIPE WORKS RELATING TO FIRE PROTECTION SYSTEM IN THE BUILDING, INCLUDING MAKING GOOD ALL AFFECTED AREAS.	Item	1		
1.02	TAKE OFF AND COMPLETELY REMOVE EXISTING GAS SUPPRESSION SYSTEM AND ALL PIPE WORKS RELATING TO GAS SUPPRESSION SYSTEM IN THE ENTIRE BUILDING, INCLUDING MAKING GOOD ALL AFFECTED AREAS.	Item	1		
	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO.2</u>				
	<u>INSTALLATION OF A GAS SUPPRESSION SYSTEM FOR ARCHIVE LIBRARY</u>				
1.	<u>ELECTRONIC EQUIPMENT</u>				
1.01	3 ZONE ADVANCED DETECTION & EXTINGUISHEANT PANEL	No	1		
1.02	MULTI-SENSOR DETECTOR WITH FLASHING LED	No	10		
1.03	ORBIS DETECTION BASE	No	10		
1.04	SOUNDER BEACONS	No	2		
1.05	ALARM GONG 6" 95DB	No	1		
1.06	LED EVACUATION SIGN (ON	No	1		
1.07	VESDA ASPIRATION EARLY WARNING DETECTOR	No	1		
1.08	VESDA PIPE & FITTINGS	No	1		
1.09	ELECTRONIC AUTOMATIC DOOR	No	1		
1.10	ACTIVE EOL UNITS	No	1		
1.11	SUPPRESSION HOLD SWITCH	No	1		
1.12	SUPPRESSION ABORT SWITCH	No	1		
1.13	AIRCON SHUTDOWN UNIT	No	1		
1.14	XP95 ZONE MONITORING UNIT WITH ISOLATOR	No	1		
2.	<u>SUPPRESSION</u>				
2.01	KG NAF S227 SUPPRESSION MEDIUM	kg	64		
2.02	75 LT SUPPRESSION CYLINDERS	No	1		
2.03	DISCHARGE NOZZLES (STEEL CHROMIUM 11/2 INCH)	No	1		
2.04	SOLONOID VALVE 13wW/24V UL CRASTIN	No	1		
2.05	BRACKETS/HP HOSE/DIAPHRAGM/SAFETY SIGNS/ETC	No	1		
2.06	LOGISTICS	No	1		
2.07	SCHED40 HIGH PRESSURE PIPE & 3000IB FITTINGS	No	1		
3.	<u>DOCUMENTATION</u>				
3.01	SYSTEMS MANUALS	No	2		
3.02	DEVICE INDICATION PLAN	No	1		
3.03	OPERATING INSTRUCTIONS	No	1		
3.04	LOGBOOK & DOCUMENT HOLDER	No	1		
4.	<u>P&G'S</u>				
4.01	LABOUR FOR INSTALLATION	No	1		
4.02	MISCELLANEOUS FIXINGS (UPATS/SCREWS/BITS/ETC)	No	1		

4.03	m x 25mm CONDUIT/SPRAQ/TRUNKING	m	60		
4.04	m x PH30 FIRE RATED CABLE	m	90		
4.05	STEEL SADDLES & SPACERS	No	120		
4.06	7AH 12V POWER SUPPLY BATTERIES	No	4		
4.07	BOXED PSU 220 TO 12 2A REGULATED FOR VESDA	No	1		
	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO.3</u>				
	<u>INSTALLATION OF ADDRESSABLE SMOKE DETECTION SYSTEM WITHIN THE BUILDING.</u>				
1.	<u>ELECTRONIC EQUIPMENT</u>				
1.01	4 LOOP ADVANCED MX PRO FIRE CONTROL PANEL	No	1		
1.02	XP95 ADDRESSEBLE OPTICAL DETECTORS	No	48		
1.03	XP95 ADDRESSABLE HEAT DETECTERS	No	2		
1.04	XP95 ADDRESSABLE DETECTOR BASES	No	39		
1.05	DISCOVERY MANUAL CALL POINTS	No	6		
1.06	MCP PROTECTIVE TRANSPARENT FLAPS	No	6		
1.07	XP95 SOUNDER/BEACON BASES WITH BUILT IN ISOLATOR	No	11		
1.08	OPEN AREA SOUNDER/BEACON ABOVE FIRE PANEL	No	1		
1.09	XPRT ADDRESSING CARDS FOR DEVICES	No	60		
2.	<u>DOCUMENTATION</u>				
2.01	SYSTEMS MANUALS	No	2		
2.02	DEVICE INDICATION PLAN	No	1		
2.03	OPERATING INSTRUCTIONS	No	1		
2.04	LOGBOOK & DOCUMENT HOLDER	No	1		
3.	<u>FIRE EQUIPMENT</u>				
3.01	5KG CO2 FIRE EXTINGUISHERS C/W BACKING BOARDS (ARCHIVES ROOMS & SECURITY)	No	13		
3.02	9KG DCP FIRE EXTINGUISHERS C/W BACKING BOARDS (HALLWAYS)	No	8		
3.03	PHOTOLUMINESCENT SIGNAGE FOR FIRE EQUIPMENT	No	25		
3.04	PHOTOLUMINESCENT SIGNAGE FOR EMERGENCY ESCAPE	No	12		
4.	<u>P&G'S</u>				
4.01	LABOUR FOR THE ABOVE INSTALLATION	No	1		
4.02	MISCELLANEOUS FIXINGS (UPATS/SCREWS/BITS/ETC)	No	1		
4.03	m x 25mm CONDUIT/SPRAQ/TRUNKING	m	600		
4.04	m x PH30 FIRE RATED CABLE	m	1500		

4.05	STEEL SADDLES & SPACERS	No	1200		
4.05	18AH 12V POWER SUPPLY BATTERIES	No	2		
	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO.4</u>				
	<u>INSTALLATION OF A GAS SUPPRESSION SYSTEM ROOM B1</u>				
1.	<u>ELECTRONIC EQUIPMENT</u>				
1.01	3 ZONE ADVANCED DETECTION & EXTINGUISHEANT PANEL	No	1		
1.02	MULTI-SENSOR DETECTOR WITH FLASHING LED	No	12		
1.03	ORBIS DETECTION BASE	No	12		
1.04	SOUNDER BEACONS	No	2		
1.05	ALARM GONG 6" 95DB	No	1		
1.06	LED EVACUATION SIGN (ON ACTIVATION)	No	1		
1.07	VESDA ASPIRATION EARLY WARNING DETECTOR	No	1		
1.08	VESDA PIPE & FITTINGS	No	1		
1.09	ELECTRONIC AUTOMATIC DOOR	No	1		
1.10	ACTIVE EOL UNITS	No	1		
1.11	SUPPRESSION HOLD SWITCH	No	1		
1.12	SUPPRESSION ABORT SWITCH	No	1		
1.13	8 WAY RELAY CARD (FOR USE WITH DOOR & DAMPERS)	No	1		
1.14	XP95 ZONE MONITORING UNIT WITH ISOLATOR	No	1		
2.	<u>SUPPRESSION</u>				
2.01	KG NAF S227 SUPPRESSION MEDIUM	kg	218		
2.02	LT SUPPRESSION CYLINDERS	No	2		
2.03	DISCHARGE NOZZLES (STEEL CHROMIUM 1 1/2 INCH)	No	2		
2.04	SOLOINOID VALVE 13wW/24V UL CRASTIN	No	2		
2.05	BRACKETS/HP HOSE/DIAGRAGM/SAFETY SIGNS/ETC	No	1		
2.06	LOGISTICS	No	1		
2.07	SCHED40 HIGH PRESSURE PIPE & 3000IB FITTINGS	No	1		
2.08	DUCT CONTROL DAMPERS	No	5		
3.	<u>DOCUMENTS</u>				
3.01	SYSTEMS MANUALS	No	2		
3.02	DEVICE INDICATION PLAN	No	1		
3.03	OPERATING INSTRUCTIONS	No	1		

3.04	LOGBOOK & DOCUMENT HOLDER	No	1		
4.	P&G'S				
4.01	LABOUR FOR THE ABOVE INSTALLATION	No	1		
4.02	MISCELLANEOUS FIXINGS (UPATS/SCREWS/BITS/ETC)	No	1		
4.03	m x 25mm	No	100		
4.04	m X PH30 FIRE RATED CABLE	No	180		
4.05	STEEL SADDLES & SPACERS	No	200		
4.06	7AH 12V POWER SUPPLY BATTERIES	No	6		
4.07	BOXED PSU 220 TO 12 2A REGULATED FOR VESDA/DUCTS	No	2		
	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO.5</u>				
	<u>INSTALLATION OF A GAS SUPPRESSION SYSTEM FOR ROOM B2</u>				
1.	<u>ELECTRONIC EQUIPMENT</u>				
1.01	3 ZONE ADVANCED DETECTION & EXTINGUISHEANT PANEL	No	1		
1.02	MULTI-SENSOR DETECTOR WITH FLASHING LED	No	10		
1.03	ORBIS DETECTION BASE	No	10		
1.04	SOUNDER BEACONS	No	2		
1.05	ALARM GONG 6" 95DB	No	1		
1.06	LED EVACUATION SIGN (ON ACTIVATION)	No	1		
1.07	VESDA ASPIRATION EARLY WARNING DETECTOR	No	1		
1.08	VESDA PIPE & FITTINGS	No	1		
1.09	ELECTRONIC AUTOMATIC DOOR CLOSER	No	1		
1.10	ACTIVE EOL UNITS	No	1		
1.11	SUPPRESSION HOLD SWITCH	No	1		
1.12	SUPPRESSION ABORT SWITCH	No	1		
1.13	8 WAY RELAY CARD (FOR USE WITH DOOR & DAMPERS)	No	1		
1.14	XP95 ZONE MONITORING UNIT WITH ISOLATOR	No	1		
2.	<u>SUPPRESSION</u>				
2.01	KG NAF S227 SUPPRESSION MEDIUM	No	204		
2.02	LT SUPPRESSION CYLINDERS	No	2		
2.03	DISCHARGE NOZZLES (STEEL CHROMUIM 1 1/2 INCH)	No	2		
2.04	SOLONOID VALVE 13WW24V UL CRASTIN	No	2		
2.05	BRACKETS/HP HOSE/DIAPHRAM/SAFETY SIGNSETC	No	1		
2.06	LOGISTICS	No	1		
2.07	SCHED40 HIGH PRESSURE PIPE & 3000IB FITTINGS	No	1		
2.08	DUCT CONTROL DAMPERS	No	1		
3.	<u>DOCUMENTS</u>				
3.01	SYSTEMS MANUALS	No	2		
3.02	DEVICE INDICATION PLAN	No	1		

3.04	OPERATING INSTRUCTIONS	No	1		
3.05	LOGBOOK & DOCUMENT HOLDER	No	1		
4.	P&G'S				
4.01	LABOUR FOR THE ABOVE INSTALLATION	No	1		
4.02	MISCELLANEOUS FIXINGS (UPATS/SCREWS/BITS/ETC)	No	1		
4.03	m x 25mm CONDUIT/SPRAQ/TRUNKING	No	100		
4.04	m x PH30 FIRE RATED CABLE	No	180		
4.05	STEEL SADDLES & SPACERS	No	200		
4.06	7AH 12V POWER SUPPLY BATTERIES	No	6		
4.07	BOXED PSU 220 TO 12 2A REGULATED FOR VESDA/DUCTS	No	2		
	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	BILL NO.6				
	<u>INSTALLATION OF A GAS SUPPRESSION SYSTEM ROOM B3</u>				
1.	<u>ELECTRONIC EQUIPMENT</u>				
1.01	3 ZONE ADVANCED DETECTION & EXTINGUISHEANT PANEL	No	1		
1.02	MULTI-SENSOR DETECTOR WITH FLASHING LED	No	10		
1.03	ORBIS DETECTION BASE	No	10		
1.04	SOUNDER BEACONS	No	2		
1.05	ALARM GONG 6" 95DB	No	1		
1.06	LED EVACUATION SIGN (ON ACTIVATION)	No	1		
1.07	VESDA ASPIRATION EARLY WARNING DETECTOR	No	1		
1.08	VESDA PIPE & FITTINGS	No	1		
1.09	ELECTRONIC AUTOMATIC DOOR CLOSER	No	1		
1.10	ACTIVE EOL UNITS	No	1		
1.11	SUPPRESSION HOLD SWITCH	No	1		
1.12	SUPPRESSION ABORT SWITCH	No	1		
1.13	8 WAY RELAY CARD (FOR USE WITH DOOR & DAMPERS)	No	1		
1.14	XP95 ZONE MONITORING UNIT WITH ISOLATOR	No	1		
2.	<u>SUPPRESSION</u>				
2.01	KG NAF S227 SUPPRESSION MEDIUM	No	204		
2.02	LT SUPPRESSION CYLINDERS	No	2		
2.03	DISCHARGE NOZZLES (STEEL CHROMIUM 1 1/2 INCH)	No	2		
2.04	SOLOINOID VALVE 13WW24V UL CRASTIN	No	2		
2.05	BRACKETS/HP HOSE/DIAPHRAM/SAFETY SIGNSETC	No	1		
2.06	LOGISTICS	No	1		
2.07	SCHED40 HIGH PRESSURE PIPE & 3000IB FITTINGS	No	1		
2.08	DUCT CONTROL DAMPERS	No	1		

3.	<u>DOCUMENTS</u>				
3.01	SYSTEMS MANUALS	No	2		
3.02	DEVICE INDICATION PLAN	No	1		
3.04	OPERATING INSTRUCTIONS	No	1		
3.05	LOGBOOK & DOCUMENT HOLDER	No	1		
4.	<u>P&G'S</u>				
4.01	LABOUR FOR THE ABOVE INSTALLATION	No	1		
4.02	MISCELLANEOUS FIXINGS (UPATS/SCREWS/BITS/ETC)	No	1		
4.03	m x 25mm CONDUIT/SPRAQ/TRUNKING	No	100		
4.04	m x PH30 FIRE RATED CABLE	No	180		
4.05	STEEL SADDLES & SPACERS	No	200		
4.06	7AH 12V POWER SUPPLY BATTERIES	No	6		
4.07	BOXED PSU 220 TO 12 2A REGULATED FOR VESDA/DUCTS	No	2		
	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO.7</u>				
	<u>INSTALLATION OF A GAS SUPPRESSION SYSTEM FOR ROOM B4</u>				
1.	<u>ELECTRONIC EQUIPMENT</u>				
1.01	3 ZONE ADVANCED DETECTION & EXTINGUISHEANT PANEL	No	1		
1.02	MULTI-SENSOR DETECTOR WITH FLASHING LED	No	10		
1.03	ORBIS DETECTION BASE	No	10		
1.04	SOUNDER BEACONS	No	2		
1.05	ALARM GONG 6" 95DB	No	1		
1.06	LED EVACUATION SIGN (ON ACTIVATION)	No	1		
1.07	VESDA ASPIRATION EARLY WARNING DETECTOR	No	1		
1.08	VESDA PIPE & FITTINGS	No	1		
1.09	ELECTRONIC AUTOMATIC DOOR CLOSER	No	1		
1.10	ACTIVE EOL UNITS	No	1		
1.11	SUPPRESSION HOLD SWITCH	No	1		
1.12	SUPPRESSION ABORT SWITCH	No	1		
1.13	8 WAY RELAY CARD (FOR USE WITH DOOR & DAMPERS)	No	1		
1.14	XP95 ZONE MONITORING UNIT WITH ISOLATOR	No	1		
2.	<u>SUPPRESSION</u>				
2.01	KG NAF S227 SUPPRESSION MEDIUM	No	204		
2.02	LT SUPPRESSION CYLINDERS	No	2		
2.03	DISCHARGE NOZZLES (STEEL CHROMUIM 11/2 INCH)	No	2		
2.04	SOLONOID VALVE 13WW24V UL CRASTIN	No	2		
2.05	BRACKETS/HP HOSE/DIAPHRAM/SAFETY SIGNSETC	No	1		
2.06	LOGISTICS	No	1		
2.07	SCHED40 HIGH PRESSURE PIPE & 3000IB FITTINGS	No	1		
2.08	DUCT CONTROL DAMPERS	No	5		

3.	<u>DOCUMENTS</u>				
3.01	SYSTEMS MANUALS	No		2	
3.02	DEVICE INDICATION PLAN	No		1	
3.04	OPERATING INSTRUCTIONS	No		1	
3.05	LOGBOOK & DOCUMENT HOLDER	No		1	
4.	<u>P&G'S</u>				
4.01	LABOUR FOR THE ABOVE INSTALLATION	No		1	
4.02	MISCELLANEOUS FIXINGS (UPATS/SCREWS/BITS/ETC)	No		1	
4.03	m x 25mm CONDUIT/SPRAQ/TRUNKING	No		100	
4.04	m x PH30 FIRE RATED CABLE	No		180	
4.05	STEEL SADDLES & SPACERS	No		200	
4.06	7AH 12V POWER SUPPLY BATTERIES	No		6	
4.07	BOXED PSU 220 TO 12 2A REGULATED FOR VESDA/DUCTS	No		2	
	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO.8</u>				
	<u>INSTALLATION OF A GAS SUPPRESSION SYSTEM FOR ROOM B5</u>				
1.	<u>ELECTRONIC EQUIPMENT</u>				
1.01	3 ZONE ADVANCED DETECTION & EXTINGUISHEANT PANEL	No	1		
1.02	MULTI-SENSOR DETECTOR WITH FLASHING LED	No	10		
1.03	ORBIS DETECTION BASE	No	10		
1.04	SOUNDER BEACONS	No	2		
1.05	ALARM GONG 6" 95DB	No	1		
1.06	LED EVACUATION SIGN (ON ACTIVATION)	No	1		
1.07	VESDA ASPIRATION EARLY WARNING DETECTOR	No	1		
1.08	VESDA PIPE & FITTINGS	No	1		
1.09	ELECTRONIC AUTOMATIC DOOR CLOSER	No	1		
1.10	ACTIVE EOL UNITS	No	1		
1.11	SUPPRESSION HOLD SWITCH	No	1		
1.12	SUPPRESSION ABORT SWITCH	No	1		
1.13	8 WAY RELAY CARD (FOR USE WITH DOOR & DAMPERS)	No	1		
1.14	XP95 ZONE MONITORING UNIT WITH ISOLATOR	No	1		
2.	<u>SUPPRESSION</u>				
2.01	KG NAF S227 SUPPRESSION MEDIUM	No	204		
2.02	LT SUPPRESSION CYLINDERS	No	2		
2.03	DISCHARGE NOZZLES (STEEL CHROMUIM 1 1/2 INCH)	No	2		
2.04	SOLONOID VALVE 13WW24V UL CRASTIN	No	2		
2.05	BRACKETS/HP HOSE/DIAPHRAM/SAFETY SIGNSETC	No	1		
2.06	LOGISTICS	No	1		

2.07	SCHED40 HIGH PRESSURE PIPE & 3000IB FITTINGS	No	1		
2.08	DUCT CONTROL DAMPERS	No	5		
3.	<u>DOCUMENTS</u>				
3.01	SYSTEMS MANUALS	No	2		
3.02	DEVICE INDICATION PLAN	No	1		
3.04	OPERATING INSTRUCTIONS	No	1		
3.05	LOGBOOK & DOCUMENT HOLDER	No	1		
4.	<u>P&G'S</u>				
4.01	LABOUR FOR THE ABOVE INSTALLATION	No	1		
4.02	MISCELLANEOUS FIXINGS (UPATS/SCREWS/BITS/ETC)	No	1		
4.03	m x 25mm CONDUIT/SPRAQ/TRUNKING	No	100		
4.04	m x PH30 FIRE RATED CABLE	No	180		
4.05	STEEL SADDLES & SPACERS	No	200		
4.06	7AH 12V POWER SUPPLY BATTERIES	No	6		
4.07	BOXED PSU 220 TO 12 2A REGULATED FOR VESDA/DUCTS	No	2		
	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO.9</u>				
	<u>INSTALLATION OF A GAS SUPPRESSION SYSTEM FOR ROOM B6</u>				
1.	<u>ELECTRONIC EQUIPMENT</u>				
1.01	3 ZONE ADVANCED DETECTION & EXTINGUISHER PANEL	No	1		
1.02	MULTI-SENSOR DETECTOR WITH FLASHING LED	No	10		
1.03	ORBIS DETECTION BASE	No	10		
1.04	SOUNDER BEACONS	No	2		
1.05	ALARM GONG 6" 95DB	No	1		
1.06	LED EVACUATION SIGN (ON ACTIVATION)	No	1		
1.07	VESDA ASPIRATION EARLY WARNING DETECTOR	No	1		
1.08	VESDA PIPE & FITTINGS	No	1		
1.09	ELECTRONIC AUTOMATIC DOOR CLOSER	No	1		
1.10	ACTIVE EOL UNITS	No	1		
1.11	SUPPRESSION HOLD SWITCH	No	1		
1.12	SUPPRESSION ABORT SWITCH	No	1		
1.13	8 WAY RELAY CARD (FOR USE WITH DOOR & DAMPERS)	No	1		
1.14	XP95 ZONE MONITORING UNIT WITH ISOLATOR	No	1		
2.	<u>SUPPRESSION</u>				
2.01	KG NAF S227 SUPPRESSION MEDIUM	No	204		
2.02	LT SUPPRESSION CYLINDERS	No	2		
2.03	DISCHARGE NOZZLES (STEEL CHROMIUM 1 1/2 INCH)	No	2		
2.04	SOLONOID VALVE 13WW24V UL CRASTIN	No	2		
2.05	BRACKETS/HP HOSE/DIAPHRAM/SAFETY SIGNSETC	No	1		
2.06	LOGISTICS	No	1		

2.07	SCHED40 HIGH PRESSURE PIPE & 3000IB FITTINGS	No	1		
2.08	DUCT CONTROL DAMPERS	No	5		
3.	<u>DOCUMENTS</u>				
3.01	SYSTEMS MANUALS	No	2		
3.02	DEVICE INDICATION PLAN	No	1		
3.04	OPERATING INSTRUCTIONS	No	1		
3.05	LOGBOOK & DOCUMENT HOLDER	No	1		
4.	<u>P&G'S</u>				
4.01	LABOUR FOR THE ABOVE INSTALLATION	No	1		
4.02	MISCELLANEOUS FIXINGS (UPATS/SCREWS/BITS/ETC)	No	1		
4.03	m x 25mm CONDUIT/SPRAQ/TRUNKING	No	100		
4.04	m x PH30 FIRE RATED CABLE	No	180		
4.05	STEEL SADDLES & SPACERS	No	200		
4.06	7AH 12V POWER SUPPLY BATTERIES	No	6		
4.07	BOXED PSU 220 TO 12 2A REGULATED FOR VESDA/DUCTS	No	2		
	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO.10</u>				
	<u>INSTALLATION OF A GAS SUPPRESSION SYSTEM FOR ROOM B7</u>				
1.	<u>ELECTRONIC EQUIPMENT</u>				
1.01	3 ZONE ADVANCED DETECTION & EXTINGUISHEANT PANEL	No	1		
1.02	MULTI-SENSOR DETECTOR WITH FLASHING LED	No	12		
1.03	ORBIS DETECTION BASE	No	12		
1.04	SOUNDER BEACONS	No	2		
1.05	ALARM GONG 6" 95DB	No	1		
1.06	LED EVACUATION SIGN (ON ACTIVATION)	No	1		
1.07	VESDA ASPIRATION EARLY WARNING DETECTOR	No	1		
1.08	VESDA PIPE & FITTINGS	No	1		
1.09	ELECTRONIC AUTOMATIC DOOR CLOSER	No	1		
1.10	ACTIVE EOL UNITS	No	1		
1.11	SUPPRESSION HOLD SWITCH	No	1		
1.12	SUPPRESSION ABORT SWITCH	No	1		
1.13	8 WAY RELAY CARD (FOR USE WITH DOOR & DAMPERS)	No	1		
1.14	XP95 ZONE MONITORING UNIT WITH ISOLATOR	No	1		
2.	<u>SUPPRESSION</u>				
2.01	KG NAF S227 SUPPRESSION MEDIUM	No	206		
2.02	LT SUPPRESSION CYLINDERS	No	2		
2.03	DISCHARGE NOZZLES (STEEL CHROMUIM 1 1/2 INCH)	No	2		
2.04	SOLONOID VALVE 13WW24V UL CRASTIN	No	2		
2.05	BRACKETS/HP HOSE/DIAPHRAM/SAFETY SIGNSETC	No	1		
2.06	LOGISTICS	No	1		

2.07	SCHED40 HIGH PRESSURE PIPE & 3000IB FITTINGS	No	1		
2.08	DUCT CONTROL DAMPERS	No	5		
3.	<u>DOCUMENTS</u>				
3.01	SYSTEMS MANUALS	No	2		
3.02	DEVICE INDICATION PLAN	No	1		
3.04	OPERATING INSTRUCTIONS	No	1		
3.05	LOGBOOK & DOCUMENT HOLDER	No	1		
4.	<u>P&G'S</u>				
4.01	LABOUR FOR THE ABOVE INSTALLATION	No	1		
4.02	MISCELLANEOUS FIXINGS (UPATS/SCREWS/BITS/ETC)	No	1		
4.03	m x 25mm CONDUIT/SPRAQ/TRUNKING	No	100		
4.04	m x PH30 FIRE RATED CABLE	No	180		
4.05	STEEL SADDLES & SPACERS	No	200		
4.06	7AH 12V POWER SUPPLY BATTERIES	No	6		
4.07	BOXED PSU 220 TO 12 2A REGULATED FOR VESDA/DUCTS	No	2		
	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO.11</u>				
	<u>INSTALLATION OF A GAS SUPPRESSION SYSTEM FOR ROOM B8</u>				
1.	<u>ELECTRONIC EQUIPMENT</u>				
1.01	3 ZONE ADVANCED DETECTION & EXTINGUISHEANT PANEL	No	1		
1.02	MULTI-SENSOR DETECTOR WITH FLASHING LED	No	10		
1.03	ORBIS DETECTION BASE	No	10		
1.04	SOUNDER BEACONS	No	2		
1.05	ALARM GONG 6" 95DB	No	1		
1.06	LED EVACUATION SIGN (ON ACTIVATION)	No	1		
1.07	VESDA ASPIRATION EARLY WARNING DETECTOR	No	1		
1.08	VESDA PIPE & FITTINGS	No	1		
1.09	ELECTRONIC AUTOMATIC DOOR CLOSER	No	1		
1.10	ACTIVE EOL UNITS	No	1		
1.11	SUPPRESSION HOLD SWITCH	No	1		
1.12	SUPPRESSION ABORT SWITCH	No	1		
1.13	8 WAY RELAY CARD (FOR USE WITH DOOR & DAMPERS)	No	1		
1.14	XP95 ZONE MONITORING UNIT WITH ISOLATOR	No	1		
2.	<u>SUPPRESSION</u>				
2.01	KG NAF S227 SUPPRESSION MEDIUM	No	204		
2.02	LT SUPPRESSION CYLINDERS	No	2		
2.03	DISCHARGE NOZZLES (STEEL CHROMUIM 1 1/2 INCH)	No	2		
2.04	SOLOINOID VALVE 13WW24V UL CRASTIN	No	2		
2.05	BRACKETS/HP HOSE/DIAPHRAM/SAFETY SIGNSETC	No	1		
2.06	LOGISTICS	No	1		
2.07	SCHED40 HIGH PRESSURE PIPE & 3000IB FITTINGS	No	1		
2.08	DUCT CONTROL DAMPERS	No	5		
3.	<u>DOCUMENTS</u>				
3.01	SYSTEMS MANUALS	No	2		

3.02	DEVICE INDICATION PLAN	No	1		
3.04	OPERATING INSTRUCTIONS	No	1		
3.05	LOGBOOK & DOCUMENT HOLDER	No	1		
4.	<u>P&G'S</u>				
4.01	LABOUR FOR THE ABOVE INSTALLATION	No	1		
4.02	MISCELLANEOUS FIXINGS (UPATS/SCREWS/BITS/ETC)	No	1		
4.03	m x 25mm CONDUIT/SPRAQ/TRUNKING	No	100		
4.04	m x PH30 FIRE RATED CABLE	No	180		
4.05	STEEL SADDLES & SPACERS	No	200		
4.06	7AH 12V POWER SUPPLY BATTERIES	No	6		
4.07	BOXED PSU 220 TO 12 2A REGULATED FOR VESDA/DUCTS	No	2		
	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO.12</u>				
	<u>INSTALLATION OF A GAS SUPPRESSION SYSTEM FOR ROOM B9</u>				
1.	<u>ELECTRONIC EQUIPMENT</u>				
1.01	3 ZONE ADVANCED DETECTION & EXTINGUISHER PANEL	No	1		
1.02	MULTI-SENSOR DETECTOR WITH FLASHING LED	No	10		
1.03	ORBIS DETECTION BASE	No	10		
1.04	SOUNDER BEACONS	No	2		
1.05	ALARM GONG 6" 95DB	No	1		
1.06	LED EVACUATION SIGN (ON ACTIVATION)	No	1		
1.07	VESDA ASPIRATION EARLY WARNING DETECTOR	No	1		
1.08	VESDA PIPE & FITTINGS	No	1		
1.09	ELECTRONIC AUTOMATIC DOOR CLOSER	No	1		
1.10	ACTIVE EOL UNITS	No	1		
1.11	SUPPRESSION HOLD SWITCH	No	1		
1.12	SUPPRESSION ABORT SWITCH	No	1		
1.13	8 WAY RELAY CARD (FOR USE WITH DOOR & DAMPERS)	No	1		
1.14	XP95 ZONE MONITORING UNIT WITH ISOLATOR	No	1		
2.	<u>SUPPRESSION</u>				
2.01	KG NAF S227 SUPPRESSION MEDIUM	No	204		
2.02	LT SUPPRESSION CYLINDERS	No	2		
2.03	DISCHARGE NOZZLES (STEEL CHROMIUM 1 1/2 INCH)	No	2		
2.04	SOLONOID VALVE 13WW24V UL CRASTIN	No	2		
2.05	BRACKETS/HP HOSE/DIAPHRAM/SAFETY SIGNSETC	No	1		
2.06	LOGISTICS	No	1		
2.07	SCHED40 HIGH PRESSURE PIPE & 3000IB FITTINGS	No	1		
2.08	DUCT CONTROL DAMPERS	No	5		

3.	<u>DOCUMENTS</u>				
3.01	SYSTEMS MANUALS	No	2		
3.02	DEVICE INDICATION PLAN	No	1		
3.04	OPERATING INSTRUCTIONS	No	1		
3.05	LOGBOOK & DOCUMENT HOLDER	No	1		
4.	<u>P&G'S</u>				
4.01	LABOUR FOR THE ABOVE INSTALLATION	No	1		
4.02	MISCELLANEOUS FIXINGS (UPATS/SCREWS/BITS/ETC)	No	1		
4.03	m x 25mm CONDUIT/SPRAQ/TRUNKING	No	100		
4.04	m x PH30 FIRE RATED CABLE	No	180		
4.05	STEEL SADDLES & SPACERS	No	200		
4.06	7AH 12V POWER SUPPLY BATTERIES	No	6		
4.07	BOXED PSU 220 TO 12 2A REGULATED FOR VESDA/DUCTS	No	2		
	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO.13</u>				
	<u>INSTALLATION OF A GAS SUPPRESSION SYSTEM FOR ROOM B10</u>				
1.	<u>ELECTRONIC EQUIPMENT</u>				
1.01	3 ZONE ADVANCED DETECTION & EXTINGUISHEANT PANEL	No	1		
1.02	MULTI-SENSOR DETECTOR WITH FLASHING LED	No	10		
1.03	ORBIS DETECTION BASE	No	10		
1.04	SOUNDER BEACONS	No	2		
1.05	ALARM GONG 6" 95DB	No	1		
1.06	LED EVACUATION SIGN (ON ACTIVATION)	No	1		
1.07	VESDA ASPIRATION EARLY WARNING DETECTOR	No	1		
1.08	VESDA PIPE & FITTINGS	No	1		
1.09	ELECTRONIC AUTOMATIC DOOR CLOSER	No	1		
1.10	ACTIVE EOL UNITS	No	1		
1.11	SUPPRESSION HOLD SWITCH	No	1		
1.12	SUPPRESSION ABORT SWITCH	No	1		
1.13	8 WAY RELAY CARD (FOR USE WITH DOOR & DAMPERS)	No	1		
1.14	XP95 ZONE MONITORING UNIT WITH ISOLATOR	No	1		
2.	<u>SUPPRESSION</u>				
2.01	KG NAF S227 SUPPRESSION MEDIUM	No	204		
2.02	LT SUPPRESSION CYLINDERS	No	2		
2.03	DISCHARGE NOZZLES (STEEL CHROMUIM 1 1/2 INCH)	No	2		
2.04	SOLOINOID VALVE 13WW24V UL CRASTIN	No	2		
2.05	BRACKETS/HP HOSE/DIAPHRAM/SAFETY SIGNSETC	No	1		
2.06	LOGISTICS	No	1		
2.07	SCHED40 HIGH PRESSURE PIPE & 3000IB FITTINGS	No	1		

2.08	DUCT CONTROL DAMPERS	No	5		
3.	<u>DOCUMENTS</u>				
3.01	SYSTEMS MANUALS	No	2		
3.02	DEVICE INDICATION PLAN	No	1		
3.04	OPERATING INSTRUCTIONS	No	1		
3.05	LOGBOOK & DOCUMENT HOLDER	No	1		
4.	<u>P&G'S</u>				
4.01	LABOUR FOR THE ABOVE INSTALLATION	No	1		
4.02	MISCELLANEOUS FIXINGS (UPATS/SCREWS/BITS/ETC)	No	1		
4.03	m x 25mm CONDUIT/SPRAQ/TRUNKING	No	100		
4.04	m x PH30 FIRE RATED CABLE	No	180		
4.05	STEEL SADDLES & SPACERS	No	200		
4.06	7AH 12V POWER SUPPLY BATTERIES	No	6		
4.07	BOXED PSU 220 TO 12 2A REGULATED FOR VESDA/DUCTS	No	2		
	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO.14</u>				
	<u>INSTALLATION OF A GAS SUPPRESSION SYSTEM FOR ROOM B11</u>				
1.	<u>ELECTRONIC EQUIPMENT</u>				
1.01	3 ZONE ADVANCED DETECTION & EXTINGUISHEANT PANEL	No	1		
1.02	MULTI-SENSOR DETECTOR WITH FLASHING LED	No	10		
1.03	ORBIS DETECTION BASE	No	10		
1.04	SOUNDER BEACONS	No	2		
1.05	ALARM GONG 6" 95DB	No	1		
1.06	LED EVACUATION SIGN (ON ACTIVATION)	No	1		
1.07	VESDA ASPIRATION EARLY WARNING DETECTOR	No	1		
1.08	VESDA PIPE & FITTINGS	No	1		
1.09	ELECTRONIC AUTOMATIC DOOR CLOSER	No	1		
1.10	ACTIVE EOL UNITS	No	1		
1.11	SUPPRESSION HOLD SWITCH	No	1		
1.12	SUPPRESSION ABORT SWITCH	No	1		
1.13	8 WAY RELAY CARD (FOR USE WITH DOOR & DAMPERS)	No	1		
1.14	XP95 ZONE MONITORING UNIT WITH ISOLATOR	No	1		
2.	<u>SUPPRESSION</u>				
2.01	KG NAF S227 SUPPRESSION MEDIUM	No	204		
2.02	LT SUPPRESSION CYLINDERS	No	2		
2.03	DISCHARGE NOZZLES (STEEL CHROMIUM 1 1/2 INCH)	No	2		
2.04	SOLOINOID VALVE 13WW24V UL CRASTIN	No	2		
2.05	BRACKETS/HP HOSE/DIAPHRAM/SAFETY SIGNSETC	No	1		
2.06	LOGISTICS	No	1		
2.07	SCHED40 HIGH PRESSURE PIPE & 3000IB FITTINGS	No	1		
2.08	DUCT CONTROL DAMPERS	No	5		
3.	<u>DOCUMENTS</u>				
3.01	SYSTEMS MANUALS	No	2		

3.02	DEVICE INDICATION PLAN	No	1		
3.04	OPERATING INSTRUCTIONS	No	1		
3.05	LOGBOOK & DOCUMENT HOLDER	No	1		
4.	P&G'S				
4.01	LABOUR FOR THE ABOVE INSTALLATION	No	1		
4.02	MISCELLANEOUS FIXINGS (UPATS/SCREWS/BITS/ETC)	No	1		
4.03	m x 25mm CONDUIT/SPRAQ/TRUNKING	No	100		
4.04	m x PH30 FIRE RATED CABLE	No	180		
4.05	STEEL SADDLES & SPACERS	No	200		
4.06	7AH 12V POWER SUPPLY BATTERIES	No	6		
4.07	BOXED PSU 220 TO 12 2A REGULATED FOR VESDA/DUCTS	No	2		
	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO.15</u>				
	<u>INSTALLATION OF A GAS SUPPRESSION SYSTEM FOR ROOM B12</u>				
1.	<u>ELECTRONIC EQUIPMENT</u>				
1.01	3 ZONE ADVANCED DETECTION & EXTINGUISHEANT PANEL	No	1		
1.02	MULTI-SENSOR DETECTOR WITH FLASHING LED	No	10		
1.03	ORBIS DETECTION BASE	No	10		
1.04	SOUNDER BEACONS	No	2		
1.05	ALARM GONG 6" 95DB	No	1		
1.06	LED EVACUATION SIGN (ON ACTIVATION)	No	1		
1.07	VESDA ASPIRATION EARLY WARNING DETECTOR	No	1		
1.08	VESDA PIPE & FITTINGS	No	1		
1.09	ELECTRONIC AUTOMATIC DOOR CLOSER	No	1		
1.10	ACTIVE EOL UNITS	No	1		
1.11	SUPPRESSION HOLD SWITCH	No	1		
1.12	SUPPRESSION ABORT SWITCH	No	1		
1.13	8 WAY RELAY CARD (FOR USE WITH DOOR & DAMPERS)	No	1		
1.14	XP95 ZONE MONITORING UNIT WITH ISOLATOR	No	1		
2.	<u>SUPPRESSION</u>				
2.01	KG NAF S227 SUPPRESSION MEDIUM	No	204		
2.02	LT SUPPRESSION CYLINDERS	No	2		
2.03	DISCHARGE NOZZLES (STEEL CHROMUIM 1 1/2 INCH)	No	2		
2.04	SOLOINOID VALVE 13WW24V UL CRASTIN	No	2		
2.05	BRACKETS/HP HOSE/DIAPHRAM/SAFETY SIGNSETC	No	1		
2.06	LOGISTICS	No	1		
2.07	SCHED40 HIGH PRESSURE PIPE & 3000IB FITTINGS	No	1		
2.08	DUCT CONTROL DAMPERS	No	5		

3.	<u>DOCUMENTS</u>				
3.01	SYSTEMS MANUALS	No	2		
3.02	DEVICE INDICATION PLAN	No	1		
3.04	OPERATING INSTRUCTIONS	No	1		
3.05	LOGBOOK & DOCUMENT HOLDER	No	1		
4.	<u>P&G'S</u>				
4.01	LABOUR FOR THE ABOVE INSTALLATION	No	1		
4.02	MISCELLANEOUS FIXINGS (UPATS/SCREWS/BITS/ETC)	No	1		
4.03	m x 25mm CONDUIT/SPRAQ/TRUNKING	No	100		
4.04	m x PH30 FIRE RATED CABLE	No	180		
4.05	STEEL SADDLES & SPACERS	No	200		
4.06	7AH 12V POWER SUPPLY BATTERIES	No	6		
4.07	BOXED PSU 220 TO 12 2A REGULATED FOR VESDA/DUCTS	No	2		
	TOTAL CARRIED TO SUMMARY				

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

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

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,



- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

**24. Anti-dumping
and countervailing
duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)