



sport, arts, culture & recreation

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

TENDER DOCUMENT

SCM-INFRA /011/2021

CONVERSION OF EXISTING OFFICES INTO A SATELLITE RECORDING STUDIO IN MMABANA ART CENTRE, THABA NCHU FOR THE DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION.

PROJECT MANAGERS:



e'tsho CIVILS (PTY) LTD
2ND FLOOR, PRETTY GARDENS LIFESTYLE CENTRE
LANGEHOVEN PARK
BLOEMFOTEIN
9301
TEL: (051) 401 0300
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QUANTITY SURVEYORS:



QUANTUM BUILT & ENVIRONMENT
CONSULTANTS (PTY) LTD
74 STALS STREET,
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TEL: (051) 430 8240
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NOVEMBER 2021

FOR

CONVERSION OF EXISTING OFFICES INTO A SATELLITE RECORDING STUDIO IN MMABANA ART CENTRE IN THABA NCHUTHABA NCHU

PROFESSIONAL TEAM

PROJECT MANAGERS:

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FREE STATE PROVINCIAL GOVERNMENT DEPARTMENT OF

SPORT, ARTS, CULTURE AND RECREATION

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE RECORDING STUDIO IN
MMABANA ART CENTRE IN THABA NCHU**

E'tsho Civils (Pty) Ltd

Pretty Gardens Lifestyle Centre
2nd Floor, The Suite Office Block
Corner Faan Ferreira and Du Plessis Road
Langenhoven Park
Bloemfontein

Contact

Name: Kabelo Koloi

Telephone 051-401 0300

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:

- ☐ Free State Based
- ☐ District Based
- ☐ Experience
- ☐ Expertise
- ☐ Quality of Work

**FREE STATE PROVINCIAL GOVERNMENT DEPARTMENT OF
SPORT, ARTS, CULTURE AND RECREATION**

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE RECORDING STUDIO IN
MMABANA ART CENTRE IN THABA NCHU
SCM-INFRA/011/2021**

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 Series 2000
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	Tax Clearance requirements - SBD2
C5.3	Pricing Schedule (Firm Prices) – SBD3.1
C5.4	Pricing Schedule (Non-firm) - BD3.2
C5.5	Declaration of interest – SBD4
C5.6	Functionality
C5.7	Preference point claim form – Purchases – SBD6.1
C5.8	Declaration of supply chain management Practices – SBD8
C5.9	Certificate of independent bid determination – SDB 9
C5.10	General conditions of contract - Annexure C
C5.11	Community liaison officer contract - Annexure D
C5.12	Health and Safety Specifications – Annexure E

THE TENDER

PART T1: TENDERING PROCEDURES

T1.1 - Tender Notice and Invitation to Tender

**FREE STATE PROVINCIAL GOVERNMENT DEPARTMENT OF
SPORT, ARTS, CULTURE AND RECREATION**

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE RECORDING STUDIO IN
MMABANA ART CENTRE IN THABA NCHUTHABA NCHU
SCM-INFRA/011/2021**

T1.1 Tender Notice and Invitation to Tender

The DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION, Free State Provincial Government, invites tenders for **CONVERSION OF EXISTING OFFICES INTO A SATELLITE RECORDING STUDIO IN MMABANA ART CENTRE IN THABA NCHUTHABA NCHU.**

Points will be allocated to 80/20 points system

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

Queries relating to the issue of these documents may be addressed to **Mr. Kelebogile Thahetse**
Telephone No **051-430-8240** Fax No **051-430-8610** e-mail Kelebogile@quantumbuilt.co.za

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

Date: 29 November 2021

Time : 11:00

Venue: Mmabana Art Centre, Corner 103 & 104 Market Square, Thaba Nchu

Location: The studio is in Mmabana Art Centre.

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
SPORT, ARTS, CULTURE AND RECREATION
CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE IN
THABA NCHU
SCM-INFRA/011/2021**

T1.2 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
F.1.1	The employer is the DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION, Free State Provincial Government.
F.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
F.1.4	The employer's agent is: Name: E'tsho Civils (Pty) Ltd Address: Pretty Gardens Lifestyle Centre 2nd Floor, The Suite Office Block Corner Faan Ferreira and Du Plessis Road Langenhoven Park Bloemfontein Tel: 051-401 0300 Fax: 051-451 2515 E-mail: kabelo@etsho.co.za

F.2.1 **No alternative tender offers will be considered**

F.2.2 Parts of each tender offer communicated on paper shall be submitted as an original, plus 1 copy.

F.2.3 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 Hall, Warden Building
Physical address: Warden Building, 54 Henry Street, Bloemfontein.
Closing Date: 09 December 2021

F.2.4 A two-envelope procedure will **not** be followed.

F.2.5 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.6 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will **not** be accepted unless otherwise stated.

F.2.7 The tender offer validity period is **90** days

F.2.8 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.

F.2.9 The tenderer is required to submit with his tender **original valid** Tax Clearance Certificate and pin number issued by the South African Revenue Services.

F.3.0 **Tenders will be opened immediately after the closing time for tenders at:**
DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION
Warden Building
54 Henry Street
Bloemfontein

F.3.1 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
BBBEE	20 Points
FUNCTIONALITY	45 Points
Free State Based Company	5 Points
District Based Company	3 Points
Experience	13 Points
Expertise	12 Points
Quality of Work	12 Points

F3.2 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 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;
- c) 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
- d) 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.

F.3.3 The number of paper copies of the signed contract to be provided by the employer is one.

Annex: Standard Conditions of Tender

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	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	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	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	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	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$

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:

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

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.18 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

PART T2: RETURNABLE DOCUMENTS

T2.1 - List of Returnable Documents

FREE STATE PROVINCIAL GOVERNMENT DEPARTMENT OF

SPORT, ARTS, CULTURE AND RECREATION

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE IN
THABA NCHU
SCM-INFRA/011/2021**

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1 Returnable Schedules required only for tender evaluation purposes

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

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.
- ☐ 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 Signed Offer and Acceptance

6 C1.2 Completed Contract Data (Part 2)

7 C2.2 Priced Bills of quantities

PART T2: RETURNABLE DOCUMENTS

T2.2 - Returnable Schedules

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 _____ Name _____ Tenderer _____ _____	Date _____ Position _____ _____ _____
---	--

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:

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

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:

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

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:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- 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;
- 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;
- 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
- 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

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 SIGNATORY	AUTHORISED
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

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	200	R26,00 m	R5,00 m
	Small	50	R 6,00 m	R1,00 m
	Very small	20	R 3,00 m	R0,50 m
	Micro	5	R 0,20 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 = $\text{NOP} \times \text{EP} / 100$

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:		
Free State Based	5	
District Based	3	
Experience	13	
Expertise	12	
Quality of Work	12	
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
SPORT, ARTS, CULTURE AND RECREATION**

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE IN
THABA NCHU
SCM-INFRA/011/2021**

**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:

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE RECORDING STUDIO IN MMABANA
ART CENTRE IN THABA NCHU
SCM-
INFRA/011/2021**

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
58 Henry Street,
Warden 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
SPORT, ARTS, CULTURE AND RECREATION**

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE IN
THABA NCHU
SCM-INFRA/011/2021**

C1.2 Contract Data

The Conditions of Contract are clauses 1 to 41 of the **JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005)** 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 SPORT, ARTS, CULTURE AND RECREATION, Free State Provincial Government
[1.2]	The address of the Employer is: Warden Building, 58 Henry Street, Bloemfontein. Tel: 051-410 3679 Fax: 086 266 1683 Address (physical): Warden Building, 58 Henry Street, Bloemfontein Address (postal): Private Bag X20606, Bloemfontein, 9301
42.1.2 [5.1]	The employer's agent is: Name: E'tsho Civils (Pty) Ltd Address: Pretty Gardens Lifestyle Centre 2nd Floor, The Suite Office Block Corner Faan Ferreira and Du Plessis Road Langenhoven Park Bloemfontein Tel: 051-401 0300 Fax: 051-451 2515 E-mail: kabelo@etsho.co.za

42.1.3
[5.2]

Agent (2) is

Agent's service:

Telephone:

Facsimile:

Address (physical):

Address (postal) :

E-mail:

Quantum Built and Environment Consultants

QUANTITY SURVEYORS

051-430 8240

051-430 8610

74 Stals Road, Wilgehof, Bloemfontein, 9300

37171 Langenhoven Park Bloemfontein , 9330

kelebogile@quantumbuilt.co.za

42.2.2	The Site comprise: The existing premises of Mmabana Art Centre. 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]	The Employer is an organ of State
31.11.2 [11.2]	- 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
31.4.2 40.2.2	- Extended defects liability period will apply to the following elements: - General building work : 3 months - Electrical installation : 12 months unless stated otherwise - Civil works : 12 months unless stated otherwise - Sound Equipment: 12 months unless stated otherwise - Mechanical installation: 12 months unless stated otherwise 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.
26.1.2	
42.2.5 [15.2.1]	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
42.2.6 [15.3]	The period for the commencement of the works after the contractor takes possession of the site is 7 working days .
42.2.7	For the works as a whole: The date for practical completion is 3 months after date of site hand over inclusive of all statutory and builder's holidays. The penalty per calendar day is R 540.00 For the works in sections: N/A

42.2.9 [1.2]	The law applicable to the agreement shall be that of the Republic of South Africa.
42.3	Insurances
42.3.1 [10.1,10.2,12.1]	Contract insurance to be effected by the contractor
42.3.1 [10.1,10.2,12.1]	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.
42.3.2 [10.1,10.2,12.1]	The supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association.
42.3.3 [11.1, 12.1]	Public liability insurance to be effected by the contractor for the sum of R 500, 000.00 per claim with a deductible in an amount of R 5, 000.00.
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.
42.4.5 [3.4]	JBCC Engineering General Conditions are not to be included in the contract document.
42.4.6 [31.5.3]	The contract value will not be adjusted using CPAP indices.
[31.3]	Where applicable the base month for the application of CPAP is the month in which the tender closed.
	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**

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE IN
THABA NCHU
SCM-INFRA/011/2021**

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 Civils (PTY) LTD**.....

Works means **CONVERSION OF EXISTING OFFICES INTO A SATELLITE RECORDING STUDIO IN
MMABANA ART CENTRE IN THABA NCHU**

TENDER NO: SCM-INFRA/011/2021

Site means ON THE PREMISES OF MMABANA ART CENTRE

Agreement means the **JBCC Series 2000 Principal 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	Guarantor's
Signatory 1	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**

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE RECORDING STUDIO
IN MMABANA ART CENTRE IN THABA NCHU
SCM-INFRA/011/2021**

ADJUDICATOR'S CONTRACT

DEPARTMENT OF SPORT, 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 Series 2000 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 Series 2000 Adjudication Rules.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the JBCC Series 2000 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 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**

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE RECORDING STUDIO
IN MMABANA ART CENTRE IN THABA NCHU
SCM-INFRA/011/2021**

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 (Seventh Edition (Revised)), 2015. 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 Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, March 2005. 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 Series 2000 Code 2103, 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.

**UNPRICED BILLS OF QUANTITIES
CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ARTS CENTRE, THABA NCHU**

BILLS OF QUANTITIES



QUANTUM

**UNPRICED BILLS OF QUANTITIES
CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ARTS CENTRE, THABA NCHU**

SECTION No.1 - PRELIMINARIES



QUANTUM

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

Item No	Quantity	Rate	Amount
<u>SECTION NO.1</u>			
<u>PRELIMINARIES</u>			
<u>NOTES</u>			
The agreement is to be the JBCC Series 2000 Principal Building Agreement prepared by the Joint Building Contracts Committee, Edition 4.1, March 2005.			
The preliminaries are to be the JBCC Series 2000 Preliminaries prepared by the Joint Building Contracts Committee, code 2103, May 2005, and shall be deemed to be incorporated herein.			
Tenderers are referred to the above mentioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary.			
Where standard clauses or alternatives are not entirely applicable to this contract, such modifications, corrections or supplements as will apply are given under each relevant clause heading.			
Where any item is not relevant to this specific contract, such item is marked N/A (signifying "Not Applicable").			
Carried to Collection			R
Section No. 1 Bill No. 1 PRELIMINARIES QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD			

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

If Alternative A as set out in clause 10.2 & 3 hereinafter is to be used for the adjustment of the preliminaries, the preliminaries, each item priced is to be allocated to one or more of the three categories by insertion of "F", "V", "T" as the case may be against the price in the "rate" column immediately preceding the "amount" column the tendered amount for the Preliminaries must be allocated to one or more of the following three categories where :
"F" denotes a fixed amount (amount not to be varied),
"V" denotes an amount variable in proportion to value,
and "T" denotes an amount proportionate to time.

**SECTION A: PRINCIPAL BUILDING
AGREEMENT**

Definitions (A1)

1 Definitions and interpretation (Clause 1).

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

Item

Objective (A2)

2 Offer and acceptance and performance (Clause 2).

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

Item

Preparation (A3 - A14)

3 Documents (Clause 3).

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

Item

4 Design responsibility (Clause 4).

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

Item

Carried to Collection

R

Section No. 1

Bill No. 1

PRELIMINARIES

QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

5	Employer's agents (Clause 5). F:.....V:..... T:.....	Item		
6	Site representative (Clause 6). Prior to the award of the contract, tenderers shall submit, upon request, the names of the proposed senior management personnel to be responsible for the supervision and administration of the works. Prior to the date of commencement of the works the contractor shall nominate senior site personnel to whom instructions may be issued. F:.....V:..... T:.....	Item		
7	Compliance with regulation (Clause 7). F:.....V:..... T:..... A Health and Safety Specification is attached for pricing in ANNEXURE E	Item		
8	Works risk (Clause 8).	Item		
9	Indemnities (Clause 9). F:.....V:..... T:.....	Item		
10	Works insurances (Clause 10). F:.....V:..... T:.....	Item		
Carried to Collection			R	
Section No. 1 Bill No. 1 PRELIMINARIES QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD				

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

11	Liability insurances (Clause 11). F:.....V:..... T:.....	Item		
12	Effecting insurances (Clause 12). F:.....V:..... T:.....	Item		
13	No Clause (Clause 13). F:.....V:..... T:.....	Item		
14	Security (Clause 14). F:.....V:..... T:.....	Item		
Execution (A15 - A23)				
15	Preparation for and execution of the works (Clause 15). F:.....V:..... T:.....	Item		
16	Access to the works (Clause 16). F:.....V:..... T:.....	Item		
17	Contract instructions (Clause 17). F:.....V:..... T:.....	Item		
Carried to Collection			R	
Section No. 1 Bill No. 1 PRELIMINARIES QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD				

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

18	Setting out of the works (Clause 18). The contractor shall notify the Architect if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc., exist in order that the necessary arrangements may be made for the rectification of any such encroachments. F:..... V:..... T:.....	Item		
19	Assignment (Clause 19). F:..... V:..... T:.....	Item		
20	Nominated subcontractors (Clause 20). F:..... V:..... T:.....	Item		
21	Selected subcontractors (Clause 21). F:..... V:..... T:.....	Item		
22	Employer's direct contractors (Clause 22). F:..... V:..... T:.....	Item		
23	Contractor's domestic subcontractors (Clause 23). F:..... V:..... T:..... <u>Completion (A24- A30)</u>	Item		
24	Practical completion (Clause 24). F:..... V:..... T:.....	Item		
Carried to Collection			R	
Section No. 1 Bill No. 1 PRELIMINARIES QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD				

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

25	Works completion (Clause 25). F:.....V:..... T:.....	Item		
26	Final completion (Clause 26). F:.....V:..... T:.....	Item		
27	Latent defects liability period (Clause 27). F:.....V:..... T:.....	Item		
28	Sectional completion (Clause 28). F:.....V:..... T:.....	Item		
29	Revision for date of practical completion (Clause 29). F:.....V:..... T:.....	Item		
30	Penalty for non-completion (Clause 30). F:.....V:..... T:.....	Item		
	<u>Payment (A31 - A35)</u>			
31	Interim payment to the contractor (Clause 31). Notwithstanding this or any other clause materials and goods stored off site shall not be included in the amount authorised for payment. Clause 31.6.5 shall be deemed to be deleted. F:.....V:..... T:.....	Item		
Carried to Collection			R	
Section No. 1 Bill No. 1 PRELIMINARIES QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD				

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

32	Adjustment to the contract value (Clause 32). Notwithstanding the provisions of clause 32.13 or any other clause all fluctuations in costs shall be for the account of the contractor. See also clause 42.4.6. F:..... V:..... T:.....	Item		
33	Recovery of expense and loss (Clause 33). F:..... V:..... T:.....	Item		
34	Final account and final payment (Clause 34). F:..... V:..... T:.....	Item		
35	Payment to other parties (Clause 35). F:..... V:..... T:.....	Item		
<u>Cancellation (A36 - A39)</u>				
36	Cancellation by Employer - Contractor's default (Clause 36). F:..... V:..... T:.....	Item		
37	Cancellation by Employer - Loss and damage (Clause 37). F:..... V:..... T:.....	Item		
38	Cancellation by Contractor - Employer's default (Clause 38). F:..... V:..... T:.....	Item		
Carried to Collection			R	
Section No. 1 Bill No. 1 PRELIMINARIES QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD				

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

39	Cancellation - Cessation of the works (Clause 39). F:.....V:..... T:..... <u>Dispute (A40)</u>	Item		
40	Dispute settlement (Clause 40). F:.....V:..... T:..... <u>State Provisions (A41)</u>	Item		
41	State Substitutions (Clause 41). F:.....V:..... T:..... <u>Schedule (A42)</u>	Item		
42	Pre-Tender information (Clause 42). F:.....V:..... T:..... <u>CONTRACTING AND OTHER PARTIES</u> 42.1.1 Employer : Department of Sports, Arts, Culture and : Recreation Postal Address : Warden Building : 58 Henry Street : Bloemfontein : 9301. Telephone : 051 410 3679 Fax e-mail : Mbenya.m@sacr.fs.gov.za Domicilium : Wadern Building : 58 Hanry Street : Bloemfontein : 9301	Item		
	Carried to Collection		R	
	Section No. 1 Bill No. 1 PRELIMINARIES QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD			

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

42.1.2 Agent's Service : Project Manager

Agent (1) : E'tsho Civils (Pty) Ltd

Postal Address : P.O.Box 38168
Langenhovenpark
9330

Telephone : 051 401 0300

Fax : 051 451 2515

e-mail : kabelo@etsho.co.za

42.1.3 Agent's service : Quantity surveyors

Agent (2) : Quantum Built and
Environment Consultants
(Pty) Ltd

Postal Address :P.O Box 37171
Langenhoven Park
9300

Telephone :051 430 8240

Facsimile :051 430 8610

Email :kelebogile@quantumbuilt.co.za

42.2 CONTRACT DETAILS

42.2.1 Works Description:

Conversion of existing vacant rooms into recording studio in Thabanchu. (renovation and alteration).

42.2.2 Site Description :

The site is situated at the existing premises of Mmabana Art Centre in Thabanchu, Free State Province.

Carried to Collection

Section No. 1

Bill No. 1

PRELIMINARIES

QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD

R

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

- 42.2.3 Work or Installation by Direct Contractors:
(None)
- 42.2.4 This Agreement is for a State Contract : (Yes)
- Payment will be made for materials and goods
on site: (Yes)
- Dispute resolution method (arbitration)
- 42.2.5 Contract period: 3 months
including builder's holidays
- 42.2.6 Period for the commencement of the works after
the contractor takes possession of the site: 7
working days.
- 42.2.7 Completions in sections are required: No
- 42.2.8 Intended date of practical completion and the
penalty per calendar day for the works as a
whole:
- Date: 3 months after contract
commencement including builders
holidays
- Penalty: R 1 140 per Calendar Day.
- Intended dates of practical completion where
section completion is required and the penalty
per calendar day for the works in sections: N/A
- 42.2.9 Arbitration rules as recommended by
Association of Arbitrators (SA) : (Yes)
- Law applicable: Republic of South Africa

Carried to Collection

R

Section No. 1

Bill No. 1

PRELIMINARIES

QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

42.3 INSURANCES

42.3.1 Contract works insurance to be effected by the :

CONTRACTOR

For the amount of: CONTRACT VALUE +
20%

With a deductible of: R 5 000.00

42.3.2 Supplementary insurance required (Yes)

42.3.3 Public liability insurance to be effected by the

CONTRACTOR

For the amount of: R 500 000.00

With a deductible of: R nil

42.4 DOCUMENTS

42.4.1 Waiver of the contractor's lien or right of
continuing possession is required: (Yes)

42.4.2 Number of construction document copies to be
supplied free of charge: 3 (THREE)

42.4.3 This document is drawn up in accordance with
the ASAS Standard System of Measuring
Building Work: (YES) Sixth Edition, revision 2
2013.

42.4.4 Number of days for submission of priced
documents:

Priced bills of quantities to be submitted with
tender.

Carried to Collection

R

Section No. 1

Bill No. 1

PRELIMINARIES

QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

46	Availability of construction documentation (B2.3) F:.....V:..... T:.....	Item		
47	Interests of Agents (B2.4) F:.....V:..... T:.....	Item		
48	Priced documents (B2.5) F:.....V:..... T:.....	Item		
49	Tender submission (B2.6) Notwithstanding anything contained in this clause tenders shall be valid for a period of 90 days from the closing date of tenders. F:.....V:..... T:.....	Item		
	<u>The Site (B3)</u>			
50	Defined works area (B3.1) Contractor to visit site and acquaint themselves with the site. F:.....V:..... T:.....	Item		
51	Geotechnical investigation (B3.2) F:.....V:..... T:.....	Item		
Carried to Collection			R	
Section No. 1 Bill No. 1 PRELIMINARIES QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD				

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

52	Inspection of the Site (B3.3) No claims for extras arising from the contractor having failed to comply with this clause will be entertained. A compulsory, site clarification meeting will be held at the proposed site as per the tender document attached herewith F:.....V:..... T:.....	Item		
53	Existing premises occupied (B3.4) (YES) F:.....V:..... T:.....	Item		
54	Previous work - dimensional accuracy (B3.5) F:.....V:..... T:.....	Item		
55	Previous work - defects (B3.6) F:.....V:..... T:.....	Item		
56	Services - known (B3.7) Existing services and points of connection are unknown. F:.....V:..... T:.....	Item		
57	Services - unknown (B3.8) F:.....V:..... T:.....	Item		
58	Protection of trees (B3.9) F:.....V:..... T:.....	Item		
59	Articles of value (B3.10) F:.....V:..... T:.....	Item		
Carried to Collection			R	
Section No. 1 Bill No. 1 PRELIMINARIES QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD				

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

60	Inspection of adjoining properties (B3.11) F:.....V:..... T:..... <u>Management of contract (B4)</u>	Item		
61	Management of the Works (B4.1) F:.....V:..... T:.....	Item		
62	Programme for the Works (B4.2) Added to the provisions in (B4.2), the contractor shall ensure that he/she has suitable staff to programme the works using suitable and recognised programming software and the programme for the work is to be developed in sufficient detail indicating an activity network with early and late start dates, early and late finish dates and duration for each activity, further each activity is to be linked and the critical path indicated. Furthermore, the programming of the works shall include detailed documentation and information required schedule which indicates latest dates by which information is required in order to achieve programme dates. F:.....V:..... T:.....	Item		
63	Progress meetings (B4.3) F:.....V:..... T:.....	Item		
64	Technical meetings (B4.4) F:.....V:..... T:.....	Item		
Carried to Collection			R	
Section No. 1 Bill No. 1 PRELIMINARIES QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD				

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

65	Labour and plant records (B4.5) F:.....V:..... T:.....	Item		
<u>Samples and shop drawings (B5)</u>				
66	Samples of materials (B5.1) F:.....V:..... T:.....	Item		
67	Workmanship samples (B5.2) F:.....V:..... T:.....	Item		
68	Shop drawings (B5.3) F:.....V:..... T:.....	Item		
69	Compliance with manufacturer's instructions (B5.4)	Item		
<u>Temporary works and plant (B6)</u>				
70	Deposits and fees (B6.1) F:.....V:..... T:.....	Item		
Carried to Collection			R	
Section No. 1 Bill No. 1 PRELIMINARIES QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD				

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

71	Enclosure of the works (B6.2) No access to public shall be allowed on site at all times and strict access control shall be maintained during the construction period. The contractor shall fully enclose the works by providing a 2m high diamond mesh fence or suitably similar and approved including access gates, posts. The fence shall be maintained throughout the contract and removed on completion of the contract. F:.....V:..... T:.....				
		Item			
72	Advertising (B6.3) F:.....V:..... T:.....		Item		
73	Plant, equipment, sheds and offices (B6.4) F:.....V:..... T:.....		Item		
74	Office accommodation for meetings held on the site which shall be kept clean and fit for use at all times (B6.4.3) F:.....V:..... T:.....		Item		
75	Main notice board (B6.5) F:.....V:..... T:.....		Item		
Carried to Collection					R
Section No. 1 Bill No. 1 PRELIMINARIES QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD					

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

76	Subcontractors notice board (B6.6) F:.....V:..... T:..... <u>Temporary Services (B7)</u>	Item		
77	Location (B7.1) F:.....V:..... T:.....	Item		
78	Water (B7.2) Alternative chosen: A F:.....V:..... T:.....	Item		
79	Electricity (B7.3) Alternative chosen: A F:.....V:..... T:.....	Item		
80	Telecommunication equipment (B7.4) F:.....V:..... T:.....	Item		
81	Ablution facilities (B7.5) Alternative chosen: A F:.....V:..... T:.....	Item		
Carried to Collection			R	
Section No. 1 Bill No. 1 PRELIMINARIES QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD				

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

<u>Prime cost amounts (B8)</u>				
82	Responsibility for prime cost amounts (B8.1) F:.....V:..... T:.....	Item		
<u>Attendance on Nominated/Selected Subcontractors (B9)</u>				
83	General Attendance (B9.1) F:.....V:..... T:.....	Item		
84	Special Attendance (B9.2) F:.....V:..... T:.....	Item		
85	Commissioning - fuel, water and power (B9.3) F:.....V:..... T:.....	Item		
<u>Financial Aspects (B10)</u>				
86	Statutory taxes, duties and levies (B10.1) F:.....V:..... T:.....	Item		
87	Payment of Preliminaries (B10.2) F:.....V:..... T:.....	Item		
88	Adjustment of Preliminaries (B10.3) F:.....V:..... T:.....	Item		
89	Payment certificate cash flow (B10.4) F:.....V:..... T:.....	Item		
Carried to Collection			R	
Section No. 1 Bill No. 1 PRELIMINARIES QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD				

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

	<u>General (B11)</u>			
90	Protection of the Works (B11.1) F:.....V:..... T:.....	Item		
91	Protection/isolation of existing/sectionally occupied works (B11.2) F:.....V:..... T:.....	Item		
92	Site security (B11.3) F:.....V:..... T:.....	Item		
93	Notice before covering work (B11.4) F:.....V:..... T:.....	Item		
94	Disturbance (B11.5) F:.....V:..... T:.....	Item		
95	Environmental disturbance (B11.6) F:.....V:..... T:.....	Item		
96	Works cleaning and clearing (B11.7) F:.....V:..... T:.....	Item		
97	Vermin (B11.8) F:.....V:..... T:.....	Item		
	Carried to Collection		R	
	Section No. 1 Bill No. 1 PRELIMINARIES QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD			

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

98	Overhand work (B11.9) F:.....V:..... T:.....	Item		
99	Instruction manuals (B11.10) F:.....V:..... T:.....	Item		
100	As built information (B11.11) F:.....V:..... T:.....	Item		
101	Tenant installations (B11.12) F:.....V:..... T:.....	Item		
	<u>Schedule of Variables (B12)</u>			
102	Pre-tender information (B12.1) Information necessary for making choices and completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that either no details or specific requirements are available or that the clause is irrelevant for this specific contract. The provisions of the Occupational Health Safety Act 1993, the Construction Regulations 2014 and the Project Occupational Health and Safety Specification apply in full to this contract and relevant items and variables listed hereunder. Rates for the respective items are to reflect this. 12.1.1 Provisional Bills of Quantities (B2.2) The quantities are provisional (NO).	Item		
	Carried to Collection		R	
	Section No. 1 Bill No. 1 PRELIMINARIES QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD			

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

12.1.2 Availability of Construction documentation (B2.3)

Construction documentation is complete (Yes).

12.1.3 Interests of Agents (B2.4) (None).

12.1.4 Defined works area (B3.1) As per Architects' drawings See site plan (ANNEXURE F)

12.1.5 Geotechnical investigation (B3.2)

12.1.6 Existing premises occupied (B3.4) (YES)

12.1.7 Previous work - dimensional accuracy (B3.5)

12.1.8 Previous work - defects (B3.6)

12.1.9 Services - known (B3.7)

Existing services and points of connection are known and will be pointed out on site by the principal agent.

12.1.10 Protection of trees (B3.9)

12.1.11 Inspection of adjoining properties (B3.11)

12.1.12 Enclosure of the works (B6.2)

12.1.13 Offices (B6.4.3)

12.1.14 Main notice board (B6.5)

One main notice board is required.

Carried to Collection

R

Section No. 1

Bill No. 1

PRELIMINARIES

QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

- 12.1.15 Subcontractors Notice Board (B6.6)
A SC Notice Board is NOT required.
- 12.1.16 Water (B7.2)
Alternative chosen: A
- 12.1.17 Electricity (B7.3)
Alternative chosen: A
- 12.1.18 Telecommunications (B7.4)
The contractor shall provide telecommunication facilities as stated in the schedule and shall be entitled to recover usage costs from the users thereof.
- 12.1.19 Ablution facilities (B7.5)
Alternative chosen: A
- 12.1.20 Protection of existing/sectionally occupied works (B11.2)
Protection is required (Yes)
- 12.1.21 Special Attendance (B9.2)
- 12.1.22 Protection of the Works (B11.1)
- 12.1.23 Disturbance (B11.5)
Refer to clause B3.4
- 12.1.24 Environmental disturbance (B11.6)

Carried to Collection

R

Section No. 1

Bill No. 1

PRELIMINARIES

QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD

CONVERSION OF EXISTING OFFICES INTO A SATELLITE RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU

[illegible]

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

<u>SECTION C: SPECIFIC PRELIMINARIES</u>				
<u>Section C: Specific Preliminaries:</u>				
104	Proprietary branded products The contractor shall take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturer's instructions after consultation with the manufacturer's authorised representative. F:.....V:..... T:.....	Item		
105	Overtime Tenderers will be allowed to work two shifts in order to meet the completion date. Any costs associated with this requirement will be priced under this item Should overtime be required to be worked for any other reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorised in writing, prior to the execution thereof, that costs for such overtime are to be borne by the employer. F:.....V:..... T:.....	Item		
106	As built drawings The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records. F:.....V:..... T:.....	Item		
Carried to Collection			R	
Section No. 1 Bill No. 1 PRELIMINARIES QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD				

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

107	Site instructions Contract instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the contractor. F:..... V:..... T:.....	Item		
108	Non Cession of Monies The Contractor shall NOT cede nor assign his rights or claims to any monies due or to become due under this contract. F:..... V:..... T:.....	Item		
109	Labour record At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day. F:..... V:..... T:.....	Item		
110	Plant record At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works. F:..... V:..... T:.....	Item		
Carried to Collection			R	
Section No. 1 Bill No. 1 PRELIMINARIES QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD				

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

111	Community Liaison Officer				
	The Contractor shall employ one Community Liaison Officer (CLO), nominated by the community for full duration of the contract. The duties of the CLO and the conditions of employment shall be in accordance with Annexure D Agreement of Temporary Employment as Community Liaison Officer attached to these Bills of Quantities	Item			
112	Note: The CLO's rate of remuneration shall be R170.00 per working day				
	F:.....V:..... T:.....	Item			
113	Community involvement				
	It is a prerequisite and condition of tender that the successful Contractor continuously employ a minimum of 50% of the on site workforce (excluding specialist subcontractors e.g. Electrical installation workforce, etc) in respect of unskilled labour requirements, from local residents living in the immediate vicinity and/or surrounding local communities for the respective building works at normal wage rates.				
	The representative / agent shall be empowered to inspect the books and records of the contractor from time to time to ensure that this requirement is met. Should it become apparent that this condition is not complied with, the representative / agent shall close down the works until such time as this requirement is met. Any such work stoppages will be for the Contractor/s account. Any difficulty experienced by the Contractor in the procurement of the required percentage of local labour is to be immediately referred to the representative / agent.	Item			
Carried to Collection				R	
Section No. 1					
Bill No. 1					
PRELIMINARIES					
QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD					

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

<u>Health and Safety:</u>	Item	R
114 The provision of the Occupational Health and Safety Act 1985, the Construction Regulations 2003 and the Project Occupational Health and Safety Specification apply in full to this contract and relevant items and variables listed hereunder. Rates for the respective items are to reflect this. (See separate document marked Health and Safety Specification ANNEXURE E).		
Carried to Collection		
Section No. 1 Bill No. 1 PRELIMINARIES QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD		

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

Section No. 1				
Bill No. 1				
PRELIMINARIES				
<u>COLLECTION</u>				
Total Brought Forward from Page No.	Page No			Amount
	60			
	61			
	62			
	63			
	64			
	65			
	66			
	67			
	68			
	69			
	70			
	71			
	72			
	73			
	74			
	75			
	76			
Carried Forward		R		
Section No. 1				
Bill No. 1				
PRELIMINARIES				
QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD				

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

Section No. 1			
Bill No. 1			
PRELIMINARIES			
<u>COLLECTION</u>			
	Page No		Amount
Brought Forward		R	
Total Brought Forward from Page No.	77		
	78		
	79		
	80		
	81		
	82		
	83		
	84		
	85		
	86		
	87		
Carried to Final Summary		R	
Section No. 1			
Bill No. 1			
PRELIMINARIES			
QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD			

UNPRICED BILLS OF QUANTITIES
CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ARTS CENTRE, THABA NCHU

SECTION No.2 - BUILDING WORKS



QUANTUM

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

Item No	Quantity	Rate	Amount
<u>SECTION No.2</u> <u>BUILDING WORK</u> <u>BILL No.1</u> <u>ALTERATIONS</u> <u>PREAMBLES</u> The Model Preambles for Trades (2008 edition), as published by the Association of South African Quantity Surveyors, shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items, fully described in the said Model Preambles, will be entertained. The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said Model Preambles <u>SUPPLEMENTARY PREAMBLES</u> <u>View site</u> Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained.			
Carried to Collection			R
Section No. 2 Bill No. 1 ALTERATIONS QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD			

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

Explosives

No explosives whatsoever may be used for demolition purposes unless otherwise stated.

General

The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent.

Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent.

Doors, fanlights, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before re-fixing including taking off, easing and rehanging, cramping up, re-wedging as required and making good cramps, dowels, etc, and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately.

Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc.

Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good floor and wall finishes to match existing.

Carried to Collection

R

Section No. 2

Bill No. 1

ALTERATIONS

QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork.

Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary.

The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc).

Notes: Demolitions and work on site

All demolitions and works on site must be carried out carefully and in the safest possible manner and the Contractor is to make a thorough examination and take all necessary precautions before proceeding with the work. The utmost care is to be observed to avoid any structural or other damages in the remaining portions of the existing building.

Special care is to be exercised not to interfere with any electrical installation, and notice is to be given to the Representative/Agent when any disconnections, removal of wire, etc., are necessary and the Contractor is to afford every facility to the workmen carrying out his work.

The Contractor shall not remove or interfere with any furniture, fittings or similar articles unless specially mentioned in the following items and shall give adequate notice to the Representative/Agent if the removal of any such articles from parts of the buildings are to be altered becomes necessary so that the Employer may have same removed before the Contractor commences work in such parts.

Carried to Collection

Section No. 2

Bill No. 1

ALTERATIONS

QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD

R

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

The Contractor will be held solely responsible for any damage to persons and property and for the safety of the structures and must make good at his own expense any damage that may occur.

Notes: Damage and repairs to services

Should the Contractor damage any services which are to remain in operation or any services which have not yet been disconnected prior to removal, then the Contractor will be held solely responsible for such damage and any further resultant damage.

The Contractor shall immediately notify the Representative/Agent and the Authorities concerned and he shall at his own cost make all necessary arrangements for disconnection and repairs with the relevant Authorities and shall pay all fees and charges levied.

Notes: Alterations, servicing and repair work to existing doors, frames and windows

The removal and reinstatement of doors, frames, windows, etc. for the purpose of altering, servicing and/or repairing are measured elsewhere.

The removal of ironmongery, glass, putty, etc and the re-fixing, re-glazing and re-decorating of existing doors, frames, windows, etc. are all measured elsewhere.

Repairing and/or replacement of existing ironmongery is measured elsewhere.

Notes: Repair work to timber to include for the following, unless otherwise described

1. Timber used in repairs is to match existing in type, moisture content, colour and grain as closely as possible.

Carried to Collection

Section No. 2

Bill No. 1

ALTERATIONS

QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD

R

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

2. Approved modern, high strength waterproof glues which can accommodate any timber movement should be used together with sawdust filler of matching timber.

3. Only non-corrosive fixings are to be used

4. All clamping and pinning as necessary

Notes: Disposal of material

All existing materials specified to be "removed", "demolished and removed", "hacked up or off and removed", or "taken down or off and removed" or "broken down and removed", etc., become the property of the Contractor. These materials and all debris, rubbish and earth material must be carted away by the Contractor and the site must be left clean and unencumbered. The contractor must make his own arrangements for dumping and shall pay all fees and charges levied.

If any of the bricks or other materials specified to be "removed" are sound and considered suitable for any portion of the new work they must be thoroughly cleaned off and stacked on site for inspection by the Representative/Agent. The approval of the Representative/Agent must be obtained before any such materials are re-used in the new work.

All existing materials specified to be "taken down and set aside for re-use" or "taken down and set aside" shall remain the property of the Employer and must be cleaned off, cleared of all nails, etc., and neatly stacked and stored on site by the Contractor where directed and carefully handled during taking down, storage and re-fixing. The Contractor will be held responsible for the safety of these materials and must take all the necessary precautions for their protection and any damage or loss that may occur must be made good by the Contractor at his own expense.

Carried to Collection

R

Section No. 2

Bill No. 1

ALTERATIONS

QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

REMOVAL OF EXISTING WORK

Taking out and removing doors, windows, etc including thresholds, sills, etc (building up openings elsewhere):

1	Timber single door and frame 813 x 2032mm high overall including thresholds, etc. from 220mm brick wall.	No	1
---	--	----	---

Taking out and removing doors, windows, etc including thresholds, sills, etc (Replace with new doors and windows elsewhere measured):

2	Timber single door and frame 813 x 2032mm high overall including thresholds, etc. from 220mm brick wall.	No	1
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3	Glazed steel window 600 x 600mm high from one brick wall.	No	4
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Taking out and removing sundry joinery work.:

4	Timber skirting from brickwork.	m	48
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Hacking up/off and removing floor coverings, etc. from screeded floors:

5	Carpet tile floor covering including preparing screed for new vinyl floor covering (New floor covering elsewhere measured).	m2	69
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Taking out and removing glass and mirrors:

6	Glass blocks from one brick wall including cleaning out opening and preparing for window (New window elsewhere measured).	m2	4
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7	Mirror of 2500 x 1500mm high from wall.	No	1
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Carried to Collection

R

Section No. 2

Bill No. 1

ALTERATIONS

QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

<u>OPENINGS THROUGH EXISTING WALLS ETC</u>				
<u>Breaking out for and forming openings through brick walls for new windows and frames including making good plaster and paint on both sides and into reveals complete with concrete thresholds and steel trowelled finish (new windows elsewhere):</u>				
8	Opening for steel double glazed window, size 2500 x 1200mm high overall through one brick wall.	No	1	
<u>Breaking out for and forming openings through brick walls for new door and door frame including making good plaster and paint on both sides and into reveals complete with lintel and steel trowelled finish (new door elsewhere):</u>				
9	Opening for timber door and steel frame, size 813 x 2032mm high overall through one brick wall.	No	1	
<u>BUILDING UP OPENINGS</u>				
<u>Brickwork of NFP bricks in class II mortar for building up openings.:</u>				
10	Building up existing openings with one brick walls including brick reinforcement, etc.	m2	2	
<u>Sundries</u>				
11	Cutting toothings and bonding new brickwork to existing.	m2	2	
Carried to Collection				R
Section No. 2 Bill No. 1 ALTERATIONS QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD				

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

[illegible]

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

Item No		Quantity	Rate	Amount
	<u>SECTION NO.2</u>			
	<u>BUILDING WORK</u>			
	<u>BILL NO.2</u>			
	<u>MASONRY</u>			
	<u>PREAMBLES</u>			
	The Model Preambles for Trades (2008 edition), as published by the Association of South African Quantity Surveyors, shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items, fully described in the said Model Preambles, will be entertained			
	The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said Model Preambles			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>BRICKWORK</u>			
	<u>Sizes in descriptions.:</u>			
	Where sizes in descriptions are given in brick units, 'one brick' shall represent the length and 'half brick' the width of a brick.			
	<u>Hollow walls etc.:</u>			
	Descriptions of hollow walls shall be deemed to include leaving every fifth perpend of the bottom course of the external skin open as a weep hole.			
	Carried to Collection			
	Section No. 2			
	Bill No. 2			
	MASONRY			
	QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD			
			R	

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

Face bricks.:

Bricks shall be ordered timeously to obtain uniformity in size and colour.

Pointing.:

Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc.

All pointing to be approved by the Architect via sample panel which is to be built on site.

BRICKWORK IN SUPERSTRUCTURE

Brickwork of NFP bricks in class II mortar.:

1	Half brick walls.	m2	14
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BRICKWORK SUNDRIES

Brickwork reinforcement (Provisional).:

2	75mm Wide reinforcement built in horizontally.	m	41
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Pre stressed fabricated lintels.:

3	Lintels in lengths not exceeding 3m suitable for one brick wall.	m	1
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Carried to Collection

R

Section No. 2

Bill No. 2

MASONRY

QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

[illegible]

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

Item No	Quantity	Rate	Amount
<u>SECTION NO.2</u> <u>BUILDING WORK</u> <u>BILL NO.3</u> <u>WATERPROOFING</u> <u>PREAMBLES</u> The Model Preambles for Trades (2008 edition), as published by the Association of South African Quantity Surveyors, shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items, fully described in the said Model Preambles, will be entertained. The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said Model Preambles. <u>SUPPLEMENTARY PREAMBLES</u> <u>Waterproofing:</u> Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs. <u>JOINT SEALANTS, ETC.</u>			
Carried to Collection		R	
Section No. 2 Bill No. 3 WATERPROOFING QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD			

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

<u>Silicone sealing, etc.:</u>				
1 Joints not exceeding 10mm between timber skirting and wall.	m	58		
Carried to Collection			R	
Section No. 2 Bill No. 3 WATERPROOFING QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD				

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

[illegible]

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

Item No		Quantity	Rate	Amount
	<u>SECTION No.2</u> <u>BUILDING WORK</u> <u>BILL NO.4</u> <u>CARPENTRY AND JOINERY</u> The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill. <u>SUPPLEMENTARY PREAMBLES:</u> <u>Fixing</u> Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete. Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere. <u>Joinery</u> Descriptions of frames shall be deemed to include frames, transomes, rails, etc. Descriptions of hardwood joinery shall be deemed to include sinking and pelleting heads and nuts of bolts. <u>Doors</u> All doors are to be pre-treated with a sealer as per Swatland specification.			
	Carried to Collection		R	
	Section No. 2 Bill No. 4 CARPENTRY AND JOINERY QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD			

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

[illegible]

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

[illegible]

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

Item No		Quantity	Rate	Amount
	<u>SECTION NO.2</u> <u>BUILDING WORK</u> <u>BILL NO.5</u> <u>CEILINGS, PARTITIONS, ACCESS FLOORING, ETC.</u> The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill. <u>SUPPLEMENTARY PREAMBLES</u> <u>Descriptions:</u> Items described as nailed shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete. Items described as plugged shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as bolted the bolts have been given.			
	Carried to Collection			
	Section No. 2 Bill No. 5 CEILINGS, PARTITIONS, ACCESS FLOORING, ETC. QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD		R	

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

SUSPENDED CEILINGS

"Donn GYPREX" or similar and approved ceiling tiles size 600 x 1 200mm x 12.50mm thick with square edge and white painted finish laid on "Donn" or similar and approved pre-painted exposed T38V/T37V tee suspension system, including galvanised main tees, cross tees, hold-down clips, wedges, reinforcement splines, etc., all suspended with galvanised hangers at not exceeding 1200mm centres strictly in accordance with the manufacturers instructions.:

- 1 Ceilings suspended exceeding 2m and not exceeding 3m below steel rafters.

m2

4

Carried to Collection

R

Section No. 2

Bill No. 5

CEILINGS, PARTITIONS, ACCESS FLOORING, ETC.

QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD

CONVERSION OF EXISTING OFFICES INTO A SATELLITE RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU

[illegible]

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

Item No		Quantity	Rate	Amount
	<u>SECTION No.2</u> <u>BILL NO.6</u> <u>FLOOR COVERINGS, PLASTIC LININGS, ETC</u> <u>FLOOR COVERINGS</u> The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill. <u>TUFTED CARPET SHEETING AND TILES</u> <u>500 x 500mm "Avance" or equal and approved bitumen backed tufted loop pile carpet tiles manufactured from 100% polypropylene fixed with suitable adhesive to screeded floors, all in strict accordance with the manufacturer's instructions and SANS 10186 code of practice.:</u>			
1	On screeded floors.	m2	69	
	Carried Forward to Summary of Section No. 2 Section No. 2 Bill No. 6 FLOOR COVERINGS QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD		R	

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

Item No		Quantity	Rate	Amount
	<u>SECTION NO.2</u>			
	<u>BUILDING WORK</u>			
	<u>BILL NO.7</u>			
	<u>IRONMONGERY</u>			
	<u>PREAMBLES</u>			
	The Model Preambles for Trades (2008 edition), as published by the Association of South African Quantity Surveyors, shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items, fully described in the said Model Preambles, will be entertained.			
	The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said Model Preambles.			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Locks.:</u>			
	Notwithstanding Clause 4 of the "Ironmongery" trade of the "Standard System of Measuring Building Work", descriptions of locks shall be deemed to include two keys per lock.			
	Carried to Collection			
	Section No. 2			
	Bill No. 7			
	IRONMONGERY			
	QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD			
			R	

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

Finishes to ironmongery, etc.:

Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS

Satin bronze lacquered
: CH Chromium plated
: SC Satin chromium plated
: SE Silver enamelled
: GE Grey enamelled
: AS Anodised silver
: AB Anodised bronze
: AG Anodised gold
: ABL Anodised black
: PB Polished brass
: PL Polished and lacquered
: PT Epoxy coated.

All locks are Master key operational.

All ironmongery is deemed to include fitment of screws that best match the finish of the item specified.

LOCKS
"Dorma" or similar and approved.:

1	"Ref. D036SSS" euro-profile cylinder lock set.	No	5
2	"Ref. MK" 60mm double Cylinder.	No	5

DOORS CLOSERS
"Geze" or similar and approved.:

3	Door closer (Code: TS1500G).	No	5
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SUNDRIES
"Geze" or similar approved.:

4	Stainless steel floor mounted door stop.	No	5
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Carried to Collection

R

Section No. 2

Bill No. 7

IRONMONGERY

QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD

CONVERSION OF EXISTING OFFICES INTO A SATELLITE RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU

[illegible]

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

Item No		Quantity	Rate	Amount
	<u>SECTION No.2</u> <u>BUILDING WORK</u> <u>BILL NO.8</u> <u>STRUCTURAL STEEL</u> The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2009 Edition) and to the Supplementary Preambles which are incorporated in this Bill. <u>SUPPLEMENTARY PREAMBLES</u> All notes, specifications, instructions, references, requirements, preparations, finishes,etc. and construction details reflected on these drawings should be carefully studied and priced. The requirements, notes and specifications on the drawings are not repeated here as preambles but are applicable to the measured items in all respects. Tenderers are to find and refer to the detail drawings and specification for clarity and the full extent of descriptions when pricing ALL the items in this trade. No claim in this regard will be entertained. <u>Descriptions:</u> Descriptions of bolts shall be deemed to include nuts and washers and shall be galvanised unless otherwise described. Descriptions of L-shaped and U-shaped anchor bolts shall be deemed to include bending, threading, nuts and washers and embedding in concrete.			
	Carried to Collection			
	Section No. 2 Bill No. 8 STRUCTURAL STEEL QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD		R	

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

1	Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete. <u>STEEL COLUMNS, BEAMS, ROOF TRUSSES, ETC.:</u> <u>Welded beams in single lengths with flat section bearer and connection plates bolted to brickwork</u> 254 x 146 x 31mm x 31.1kg/m I-section beams including bolts and bolting.	t 0.10		
	Carried to Collection Section No. 2 Bill No. 8 STRUCTURAL STEEL QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD		R	

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

[illegible]

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

Item No		Quantity	Rate	Amount
	<u>SECTION NO.2</u>			
	<u>BUILDING WORK</u>			
	<u>BILL NO.9</u>			
	<u>METALWORK</u>			
	<u>PREAMBLES</u>			
	The Model Preambles for Trades (2008 edition), as published by the Association of South African Quantity Surveyors, shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items, fully described in the said Model Preambles, will be entertained.			
	The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said Model Preambles.			
	<u>SUPPLEMENTARY PREAMBLES:</u>			
	<u>Descriptions:</u>			
	Descriptions of bolts shall be deemed to include nuts and washers.			
	Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete.			
	Metalwork described as holed for bolt(s) shall be deemed to exclude the bolts unless otherwise described.			
	Carried to Collection			
	Section No. 2			
	Bill No. 9			
	METALWORK			
	QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD			
			R	

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

<u>MILD STEEL GATES, SCREENS, ETC</u>					
<u>Welded gates, screens, etc.:</u>					
1	Double gate and screen of overall size 1500 x 3500mm high and including a 1500 x 2032mm high , comprising 76 x 50 x 3mm hollow section frame all round with mitred corners and 10 x 10 x 3mm diameter solid bars placed 100mm centres between rails and frame at an angle of 45 degrees, fitted with weld-on box housing for lock (Elsewhere measured) and hung on three approved heavy duty hinges welded to angle posts (Elsewhere measured).	No	1		
2	50 x 50 x 5mm Thick angle section post with one flange five times holed for and bolted to brickwork (Bolts elsewhere measured).	No	8		
3	Ditto, but with three heavy duty hinges welded on other flange.	No	6		
4	12mm Chemical anchor.	No	4		
5	"CISA Security" or similar and approved 22mm gate lock (Code: 42032) complete with cylinder (Code: OG345-05), striker plate (Code: 06079-20) and a 22mm rose set (Code: 06012-00) fitted in a 25 x 110mm high metal weld-on box (Code: 423MB).	No	1		
<u>PRESSED STEEL DOOR FRAMES</u>					
<u>1,6mm Standard pressed steel single rebated frames suitable for half brick walls:</u>					
6	Frame for door 813 x 2 032mm high.	No	1		
<u>1,6mm Standard pressed steel double rebated frames suitable for one brick walls:</u>					
7	Frame for door 813 x 2 032mm high.	No	2		
Carried to Collection				R	
Section No. 2 Bill No. 9 METALWORK QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD					

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

**PURPOSE MADE ALUMINIUM APPROVED
DOORS, SHOPFRONTS AND WINDOWS,
FRAMES AND FIXED SECTIONS, WITH
GLAZING IN ACCORDANCE WITH SANS 10400
CODE OF PRACTICE PART N, THE FRAMES OF
76 X 25 MM HOLLOW SECTIONS FIXED IN
OPENINGS IN BRICKWORK OR TO
STRUCTURAL STEEL, IN ACCORDANCE WITH
THE MANUFACTURER'S PRINTED
INSTRUCTIONS.**

**The following glazed with 6.76mm HPR intruder
prufe double glazing or equal and approved, with
100mm airspace, gasket and powder coated glazing
beads unless otherwise described. All glazing to
comply with SABS 0137 and SANS 10400.:**

8	Window overall size 600 x 600mm high (fixed).	No	4
9	Window overall size 950 x 950mm high (fixed).	No	4
10	Window overall size 2500 x 1200mm high (fixed).	No	1

Carried to Collection

R

Section No. 2

Bill No. 9

METALWORK

QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

[illegible]

-121-

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

Item No		Quantity	Rate	Amount
	<u>SECTION No.2</u> <u>BUILDING WORK</u> <u>BILL NO.11</u> <u>PAINTWORK</u> <u>SUPPLEMENTARY PREAMBLES</u> The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill. <u>PAINT SPECIFICATIONS</u> All painting shall be done in accordance with "plascon" specification, unless otherwise described <u>COLOURS</u> Unless otherwise described, all paintwork shall be deemed to have a colour value in excess of 7 the Munsel system in accordance with SANS 1091. <u>PAINTWORK ON NEW SURFACES</u> <u>ON FLOATED PLASTER</u> <u>Prepare and apply one coat "Pigmented Acrylic" sealer and finish with two coats "Plascon Double Velvet" or similar and approved coats - all to manufactures details and specifications.:</u>			
1	On internal walls.	m2	32	
	Carried to Collection			R
	Section No. 2 Bill No. 11 PAINTWORK QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD			

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

[illegible]

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

**PAINTWORK, ETC. TO PREVIOUSLY
PAINTED SURFACES**

**PREPARATORY WORK TO EXISTING
SURFACES**

Previously painted plastered surfaces.:

Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and surface coated with an approved primer.

Previously painted metal surfaces.:

Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal and coated with an approved primer.

Previously painted wood surfaces.:

Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth.

ON FLOATED PLASTER

Prepare and apply one coat "Pigmented Acrylic" sealer and finish with two coats "Plascon Double Velvet" or similar and approved coats - all to manufactures details and specifications.:

6	On internal walls.	m2	169
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Carried to Collection

R

Section No. 2

Bill No. 11

PAINTWORK

QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

[illegible]

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

Bill No	SECTION SUMMARY - Building Works	Page No	Amount
1	ALTERATIONS	97	
2	MASONRY	100	
3	WATERPROOFING	103	
4	CARPENTRY AND JOINERY	106	
5	CEILINGS, PARTITIONS, ACCESS FLOORING, ETC.	109	
6	FLOOR COVERINGS	110	
7	IRONMONGERY	113	
8	STRUCTURAL STEEL	116	
9	METALWORK	120	
10	PLASTERING	121	
11	PAINTWORK	125	
Carried to Final Summary Section No. 2 QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD			
			R

UNPRICED BILLS OF QUANTITIES
**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ARTS CENTRE, THABA NCHU**

SECTION No.3 - PROVISIONAL SUMS



QUANTUM

CONVERSION OF EXISTING OFFICES INTO A SATELLITE RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU

Item No	Quantity	Rate	Amount
<u>SECTION NO.3</u> <u>PROVISIONAL SUMS</u> <u>BILL NO.1</u> <u>GENERAL BUILDING WORKS</u> <u>PROVISIONAL SUMS</u> <u>PREAMBLES</u> The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill. <u>SUPPLEMENTARY PREAMBLES</u> <u>Work executed by direct contractors</u> Work listed under the heading "SELECTED SUB-CONTRACTORS WORK" will commence during the execution of this contract and the contractor shall allow free access to the site for these selected contractors. The contractor shall prepare a programme in conjunction with these selected sub-contractors in order to complete the work successfully. Payment will not be made to them via the contractor. The estimated values of these contracts are listed to enable the contractor to determine profit and attendances, if required. <u>General:</u> All prime cost amounts and provisional sums are for further application for delivery to site of all articles concerned.			
Carried to Collection		R	
Section No. 3 Bill No. 1 GENERAL BUILDING WORKS PROVISIONAL SUMS QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD			

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

<u>Preliminaries</u>				
The contractor is referred to the Preliminaries for further amplification of "Prime Cost Amounts and Provisional Sums".				
PROVISIONAL ITEMS TO BE DESCRIBED				
<u>ELECTRICAL INSTALLATION</u>				
<u>Electrical installation:</u>				
1	Provide the amount of R 160, 000.00 (One hundred sixty Thousand Rands) for electrical installation complete.	Item		160 000.00
2	Profit on above item.	Item		
3	Attendance on Ditto.	Item		
<u>MECHANICAL INSTALLATION</u>				
<u>Mechanical installation:</u>				
4	Provide the amount of R 35, 000.00 (Thirty Five Thousand Rands) for mechanical installation and servicing of existing HVCA equipment complete.	Item		35 000.00
5	Profit on above item.	Item		
6	Attendance on Ditto.	Item		
<u>SIGNAGE</u>				
<u>Internal and External Signage:</u>				
7	Provide the amount of R 20,000.00 (Twenty Thousand Rands) for the supply and installation of internal and external signage complete.	Item		20 000.00
Carried to Collection			R	
Section No. 3				
Bill No. 1				
GENERAL BUILDING WORKS PROVISIONAL SUMS				
QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD				

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CONVERSION OF EXISTING OFFICES INTO A SATELLITE RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU

[illegible]

CONVERSION OF EXISTING OFFICES INTO A SATELLITE RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU

Item No	Quantity	Rate	Amount
<u>SECTION NO.3</u> <u>PROVISIONAL SUMS</u> <u>BILL NO.2</u> <u>SPECIALISTS WORKS PROVISIONAL SUMS</u> <u>PREAMBLES</u> The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill. <u>SUPPLEMENTARY PREAMBLES</u> <u>Work executed by direct contractors</u> Work listed under the heading "SELECTED SUB-CONTRACTORS WORK" will commence during the execution of this contract and the contractor shall allow free access to the site for these selected contractors. The contractor shall prepare a programme in conjunction with these selected sub-contractors in order to complete the work successfully. Payment will not be made to them via the contractor. The estimated values of these contracts are listed to enable the contractor to determine profit and attendances, if required. <u>General:</u> All prime cost amounts and provisional sums are for further application for delivery to site of all articles concerned.			
Carried to Collection		R	
Section No. 3 Bill No. 2 SPECIALISTS WORKS PROVISIONAL SUMS QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD			

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

<u>Preliminaries</u>				
The contractor is referred to the Preliminaries for further amplification of "Prime Cost Amounts and Provisional Sums".				
PROVISIONAL ITEMS TO BE DESCRIBED				
<u>SOUND PROOFING AND ACOUSTIC TREATMENT</u>				
<u>Sound proofing and acoustic treatment:</u>				
1	Provide the amount of R 220, 000.00 (Two Hundred and Twenty Thousand Rands) for sound proofing and acoustic treatment of the live and control room complete.	Item		220 000.00
2	Profit on above item.	Item		
3	Attendance on Ditto.	Item		
<u>SOUND EQUIPMENT INSTALLATION FOR STUDIO</u>				
<u>Sound equipment transportation, installation and personnel training.:</u>				
4	Provide the amount of R 100, 000.00 (One hundred Thousand Rands) for complete delivery and installation of sound equipment purchased by the client including training for users and user manuals.	Item		100 000.00
5	Profit on above item.	Item		
6	Attendance on Ditto.	Item		
Carried to Collection			R	
Section No. 3				
Bill No. 2				
SPECIALISTS WORKS PROVISIONAL SUMS				
QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD				

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

[illegible]

CONVERSION OF EXISTING OFFICES INTO A SATELLITE RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU

Bill No	SECTION SUMMARY - Provisional Sums	Page No	Amount
1	GENERAL BUILDING WORKS PROVISIONAL SUMS	130	
2	SPECIALISTS WORKS PROVISIONAL SUMS	133	
Carried to Final Summary			
Section No. 3			
QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD			

UNPRICED BILLS OF QUANTITIES

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ARTS CENTRE, THABA NCHU**

FINAL SUMMARY PAGE



QUANTUM

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE
RECORDING STUDIO IN MMABANA ART CENTRE, THABANCHU**

Section No	<u>FINAL SUMMARY</u>	Page No		Amount
1	Preliminaries	89		
2	Building Works	126		
3	Provisional Sums	134		
	Sub Total		R	
	ADD: Contingencies @ 10%		R	
	Sub Total		R	
	ADD: VAT @ 15%		R	
	Carried to Form of offer and acceptance		R	
	QUANTUM BUILT AND ENVIRONMENT CONSULTANTS (PTY) LTD			

PART C3: SCOPE OF WORK

FREE STATE PROVINCIAL GOVERNMENT
DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION
CONVERSION OF EXISTING OFFICES INTO A SATELLITE RECORDING STUDIO IN
MMABANA ART CENTRE IN THABA NCHU
SCM-INFRA/011/2021

C3. Scope of Work

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The employer's objective is to convert existing offices into a satellite recording studio in Mmabana art centre in Thaba Nchu.

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 of Mmabana Art Centre in THABANCHU.

2 Drawings

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

- **Not Applicable**

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.

PART C4: SITE INFORMATION

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION

**CONVERSION OF EXISTING OFFICES INTO A SATELLITE RECORDING STUDIO IN
MMABANA ART CENTRE IN THABA NCHU
SCM-INFRA/011/2021**

C4 Site Information

Tenderers are referred to the attached Architectural floor plan of the existing building where the works will take place. Furthermore they are required to acquaint themselves with the conditions of the site during the scheduled compulsory site inspection.

PART C5: ADDITIONAL RETURNABLE DOCUMENTS

PART C5: ADDITIONAL RETURNABLE DOCUMENTS

C5.1: INVITATION TO TENDER – SBD1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SPORT,ARTS,CULTURE & RECREATION)					
BID NUMBER:	SCM-INFRA/011/2021	CLOSING DATE:	09 DECEMBER 2021	CLOSING TIME:	11:00am
DESCRIPTION	CONVERSION OF EXISTING OFFICES INTO A SATELLITE RECORDING STUDIO IN MMABANA ART CENTRE IN THABA NCHU				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT)

54 HENDRY STREET					
WARDEN BUILDING					
BLOEMFONTEIN					
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					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		☐	A REGISTERED AUDITOR		
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER			DATE		

CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	SPORT,ARTS,CULTURE AND RECREATION	CONTACT PERSON	MASIBULELE MBENYA
CONTACT PERSON	VUSI GALANE	TELEPHONE NUMBER	051 4103679
TELEPHONE NUMBER	0514103680	FACSIMILE NUMBER	
FACSIMILE NUMBER	08602251153	E-MAIL ADDRESS	Mbenya.m@sacr.fs.gov.za
E-MAIL ADDRESS	vusi@sacr.fs.gov.za		

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:								
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.								
2. TAX COMPLIANCE REQUIREMENTS								
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER. 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 The Bidders must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Refer to https://secure.csd.gov.za/ to register your company. Ensure that all documentation on the database are updated and valid.								
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> </table>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO							

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

PART C5: ADDITIONAL RETURNABLE DOCUMENTS

C5.2: TAX CLEARANCE REQUIREMENTS – SBD2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a Separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

PART C5: ADDITIONAL RETURNABLE DOCUMENTS

C5.3: PRICING SCHEDULE (FIRM PRICES) – SBD3.1

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/011/2021
Closing Time: 11:00	Closing date: 09 DECEMBER 2021

OFFER TO BE VALID FOR...90.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

SEE ATTACHED SPECIFICATION

- Required by: DEPT OF SPORT, ARTS, CULTURE AND RECREATION
- 051 410 3680
- At: 54 WARDEN BUILDING....
HENRY STREET.....
BLOEMFONTEIN
- 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.**

***Delete if not applicable**

PART C5: ADDITIONAL RETURNABLE DOCUMENTS

C5.4: PRICING SCHEDULE (NON - FIRM PRICES) – SBD3.2

PRICING SCHEDULE – NON-FIRM PRICES**(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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/011/2021
Closing Time: 11:00	Closing date: 09 DECEMBER 2021

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

ITEM NO. INCLUDED)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES
--------------------------	----------	-------------	--

-
- 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

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

***Delete if not applicable**

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....	Index..... Dated.....	Index..... Dated.....
Index..... Dated.....	Index..... Dated.....	Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

- 1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.**

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

- 2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)**

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

PART C5: ADDITIONAL RETURNABLE DOCUMENTS

C5.5: DECLARATION OF INTEREST – SBD4

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her positioning relation to the evaluating/adjudicating authority where-

- The bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
.

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person

connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees /shareholders / members of the company have any interest in any other related companies **YES/NO**

whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....
.....

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

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

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS

DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

PART C5: ADDITIONAL RETURNABLE DOCUMENTS

C5.6: 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 documents 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 documents 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 R 800 000.00 to R1.1 million	5	
Completion of project of the same kind to the value of above R1.1 million to R1. 5 million	10	
Completion of project of the same kind to the value above R1.5 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 Construction Manager with a qualification in Built Environment and experience of 10 years and above	4	
1 Qualified Construction Manager with a qualification in Built Environment and experience of 5 to 9 years	2	
1 Qualified Site Agent with a qualification in Built Environment and experience of 10 years and above	3	
1 Qualified Site Agent with a qualification in Built Environment and experience of 5 to 9 years	1	
1 General Foreman with experience of 10 years and above	1	
1 Qualified Health and Safety Officer with Health and Safety certificates and experience of 3 to 5 years	1	

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 recommendation letters from previous clients on similar projects 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.

PART C5: ADDITIONAL RETURNABLE DOCUMENTS

C5.7: PREFERENCE POINT CLAIM FORM
PURCHASES – SBD6.1

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

a)

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).

1.2

a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

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;
 - 4) “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;
- (i) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

5) POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

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

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

- 3.1 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

4. BID DECLARATION

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

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

- 5.1 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.

6. SUB-CONTRACTING

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

(Tick applicable box)

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

- 6.1.1 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:

vi)

vii) Designated Group: An EME or QSE which is at least 51% owned by:	viii) EME ix) ✓	x) QSE xi) ✓
xii) Black people	xiii)	xiv)
xv) Black people who are youth	xvi)	xvii)
xviii) Black people who are women	xix)	xx)
xxi) Black people with disabilities	xxii)	xxiii)
xxiv) Black people living in rural or underdeveloped areas or townships	xxv)	xxvi)
xxvii) Cooperative owned by black people	xxviii)	xxix)
xxx) Black people who are military veterans	xxxi)	xxxii)
xxxiii) OR		
xxxiv) Any EME	xxxv)	xxxvi)
xxxvii) Any QSE	xxxviii)	xxxix)

xl)

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

7.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

7.8 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

C5.8: DECLARATION OF SUPPLY CHAIN MANAGEMENT PRACTICES – SBD8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

PART C5: ADDITIONAL RETURNABLE DOCUMENTS

C5.9: CERTIFICATE OF INDEPENDENT BID

DETERMINATION – SDB 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

In response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of:

that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

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

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

SBD 9

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

.....
Signature Date

.....

.....
Position

.....
Name of Bidder

PART C5: ADDITIONAL RETURNABLE DOCUMENTS

C5.10:GENERAL CONDITIONS OF CONTRACT - ANNEXURE C

Annexure C



GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

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.
- Payment of intermediate claims in terms of this tender will be paid in 30 days and not in 21 days as stipulated by the JBCC.

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

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 anything 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 security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by 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
- (f) 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 actor 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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the 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 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 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 antidumping or countervailing duties are imposed, or the amount of 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 favorable difference shall on demand be paid forthwith by the contractor to testate 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 maybe 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 (NIP)Program

- 33.1 The NIP Program administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

PART C5: ADDITIONAL RETURNABLE DOCUMENTS

**C5.11: COMMUNITY LIAISON OFFICER'S CONTRACT -
ANNEXURE D**

NOMINATION BY COMMUNITY OF PERSON TO ACT AS COMMUNITY LIAISON OFFICER

File no: _____

tender no: _____

Location of Site: _____

The Community of _____

has been informed by SACR of the proposed construction of the

(Name of Project) _____

And has been invited to nominate an individual to act as Community Liaison Officer (CLO) for the duration of the construction.

At the meeting held at _____ on _____ and attended by those as noted in the attached register

(name) _____

(address) _____

Was nominated as CLO by the Community and approved by the Employer.

The CLO will be employed by the Contractor for the duration of the contract period, from the date of signing of this agreement to the date of First Delivery as defined in the Contract, subject to the conditions contained in the 'Contact of Temporary Employment as Community Liaison Officer'.

THUS AGREED AND SIGNED BY THE PARTIES:

COMMUNITY ORGANISATION

SIGNATURE AND CAPACITY

Community Liaison Officer	

ATTENDANCE REGISTER (D1)

MEETING HELD AT: _____

ON: _____

AT: _____

PROJECT: _____

SUBJECT: NOMINATION OF COMMUNITY LIAISON OFFICER

NAME + ADDRESS	ORGANISATION + CAPACITY	CONTACT NUMBER
		PHONE: CELL: FAX:
		PHONE: CELL: FAX:
		PHONE: CELL: FAX:
		PHONE: CELL: FAX:
		PHONE: CELL: FAX:
		PHONE: CELL: FAX:
		PHONE: CELL: FAX:
		PHONE: CELL: FAX:
		PHONE: CELL: FAX:
		PHONE: CELL: FAX:
		PHONE: CELL: FAX:

Agreement of employment as Liaison Officer

AGREEMENT OF TEMPORARY EMPLOYMENT AS COMMUNITY LIAISON OFFICER

File no: _____

tender no: _____

Location of Site: _____

AGREEMENT OF TEMPORARY EMPLOYMENT

made between the CONTRACTOR _____

And the COMMUNITY LIAISON OFFICER, who was nominated by the Community as per attached record:

Name _____

Address _____

Telephone _____

(should there be a problem with communication accessibility as referred in clause 2.4 below, the necessary arrangements are to be made in consultation with the Contractor).

THE PARTIES HAVE AGREED THAT:

The community Liaison Officer (hereafter also referred to as the CLO) will be employed by the Contractor from the date of signing of this agreement to the date of First Delivery as defined in the Conditions of Contract, subject to all the conditions set out below.

1. The duties and responsibilities of the community officer shall be:

- 1.1 To identify good unskilled workers from the Community and assist the Contractor in managing the recruitment of workers;
- 1.2 To assist and mediate between the Contractor and these workers with regard to conditions of employment, standard of work, productivity, code of conduct also subject to the conditions of Contract: Clause 5: Employees to be efficient, etc;
- 1.3 To keep the Community, as represented at the Nomination meeting and recorded in the attendance register, informed of the progress on the project and therefore the CLO shall attend all formal site meetings;
- 1.4 To keep the Contractor informed of relevant Community affairs and possible grievances

- 1.5 To assist the Contractor's supervisory staff in the management of the locally recruited workers;
- 1.6 To perform on site administration;
- 1.7 To control site visits from Community representatives.

2. The following conditions of employment shall apply:

The conditions of temporary employment of the CLO, as applicable to this Agreement, are as follows:

- 2.1 The rate of remuneration shall be R170.00 per working day.
- 2.2 The hours of work will be the site hours as determined by the Contractor. However, when required, the CLO will attend and give feedback at Community meetings after hours.
- 2.4 Should the Contractor decide not to work on site, due to inclement weather, the CLO must be available/contactable as necessary.
- 2.5 The CLO may face dismissal in the event of being found guilty of any of the following transgressions:
 - (i) undisciplined or unruly behaviour
 - (ii) insubordination to Representative/Agent as defined in the Conditions of Contract, Contractor's supervisors or management
 - (iii) abuse of intoxicating substances
 - (iv) criminal actions by the employees
 - (v) participation in strike action or political stayaways
 - (vi) wilful or negligent damage to or loss of machines, equipment or material
 - (vii) allowing unauthorised access to the works
 - Dismissal will be effected after two formal warnings.
 - The Contractor shall ensure that he has statements from at least two witnesses concerning any of the above situations.
 - The Contractor shall inform the Community within 24 hours of any warning issued.
 - The Community shall review such issues within 2 days.
- 2.6 Frequency of payment: the CLO will be paid on the last day of each month.
- 2.7 the CLO shall be given a statement with each payment on which is recorded
 - (i) the name of the contractor
 - (ii) the name of the CLO
 - (iii) the number of days worked by the CLO
 - (iv) the rate of pay per day
 - (v) the details of any deductions made – refer Clause 2.8
 - (vi) the actual amount paid to the CLO
- 2.8 No deduction shall be made from the remuneration, except where the CLO consents in writing or unless the Contractor is permitted or required to do so by law or the order of any competent court.

2.9 The CLO shall be supplied free of charge with all health and safety equipment required by the Occupational Health and Safety Act for personal use during the period of temporary employment.

The equipment shall remain the property of the Contractor.

2.10 The Contractor shall give the CLO at least one week's notice of the termination of the Agreement of Temporary Employment. Failing such notice, the CLO shall be paid the equivalent of the daily rate of remuneration for a period of five normal working days. This condition shall not apply if the CLO is dismissed in terms of Clause 2.5 above.

2.11 At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service, recording the name of the Contractor, the name and the address of the CLO, the period of service, the type of work carried out by the CLO, a reasonable assessment of performance and the rate of remuneration.

3. Termination of agreement

3.1 if the CLO can no longer perform the duties as detailed in the agreement, this agreement will be terminated without prejudice.

3.2 If the appointed CLO is, for any reason, no longer recognised by the Community, this agreement will be terminated without prejudice.

4. The condition of this agreement

4.1 the parties expressly declare that this agreement contains all the conditions negotiated between them, and no condition or stipulation not contained herein shall be binding upon the parties.

4.2 The terms and conditions of this agreement shall not be extended or altered in any way, except by means of written addendum signed by authorised representatives of the parties.

THUS AGREED AND SIGNED BY THE PARTIES:

COMMUNITY LIAISON OFFICER:

Name: _____

Signature: _____

CONTRACTOR:

Firm: _____

Name: _____

Capacity: _____

Signature: _____

Contractor's stamp

PART C5: ADDITIONAL RETURNABLE DOCUMENTS

C5.12: ANNEXURE E - HEALTH AND SAFETY SPECIFICATION

Health & Safety

Specification:

Department of sports arts and culture

Free State Province

**Project Name: Conversion of existing vacant rooms into a
recording studios**

1. DOCUMENT PURPOSE AND INTENT

The specifications contained in this document relate to the health and safety requirements pertaining to the associated works of the aforementioned client, so as to ensure the health and safety of persons on the following contract: **Conversion of existing vacant rooms into a recording studios.**

Compliance to the Occupational Health and Safety Act (Act 85 of 1993) and the Regulations shall not be limited to the specifications and definitions contained in this document.

A comprehensive, documented Health and Safety Plan is to be drawn up by the Principal Contractor, based on the results of Health and Safety Risk Assessments conducted by him, and the specifications provided, and presented to the agent for approval prior to commencement of work.

Monitoring of compliance on site shall be to the requirements of the OHS Act and Regulations as well as the contents of the H&S Plan(s) of the Principal Contractor and Contractors.

1. SPECIFICATION CONTROL SHEET

Conversion of existing vacant rooms into a recording studio

This original document has been prepared, reviewed and received by the undersigned:

ORIGINAL		CLIENT
Prepared by:	Reviewed by:	Commented on by:
Name:	Name:	Name:
Signature:	Signature:	Signature:
Date:	Date:	Date:
Capacity:	Capacity:	Capacity: Client

PRINCIPAL CONTRACTOR RECEIPT
Received by:
Name:
Signature:
Date:
Capacity:

2.2 REVISIONS

REVISION 1		COMPANY
Prepared by:	Reviewed by:	Received by:
Name:	Name:	Name:
Signature:	Signature:	Signature:
Date:	Date:	Date:
Capacity: Agent	Capacity: Agent	Capacity:

REVISION 2		COMPANY
Prepared by:	Reviewed by:	Received by:
Name:	Name:	Name:
Signature:	Signature:	Signature:
Date:	Date:	Date:
Capacity:	Capacity:	Capacity:

3. APPLICATIONS AND INTERPRETATION

This document is to be read and understood in conjunction with the following, inter alia:

- ☐ Occupational Health and Safety Act (Act 85 of 1993).
- ☐ All regulations published in terms of the Occupational Health and Safety Act.
- ☐ Construction Regulations, 2003.
- ☐ SABS codes referred to by the Occupational Health and Safety Act.
- ☐ Contract Documents
- ☐ Basic Conditions of Employment Act (Act 75 of 1997)

ABBREVIATIONS

- OHS: Occupational Health and Safety
- CEO: Chief Executive Officer
- CR: Construction Regulations
- HCS: Hazardous Chemical Substances
- MSDS: Material Safety Data Sheet
- AIA: Approved Inspection Authority
- HBA: Hazardous Biological Agents
- OEL: Occupational Exposure Limit

3.1 DEFINITIONS

The following definitions from the Occupational Health and Safety Act are listed as follows:

Chief Executive Officer

In relation to a body corporate or an enterprise conducted by the State, means the person who is responsible for the overall management and control of the business of such body corporate or enterprise.

Danger

Means anything that may cause injury or damage to persons or property.

Employee

Means, subject to the provisions of Subsection (2), any person who is employed by or works for any employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person.

Employer

Means, subject to the provisions of Subsection (2), any person who employs or provides work for any person or remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes a labour broker as defined in Section 1(1) of the Labour Relations Act, 1953 (Act No. 28 of 1956).

Healthy

Means free from illness or injury attributable to occupational causes.

Machinery

Means any article or combination of articles assembled, arranged or connected and which is used or intended to be used for converting any form of energy to performing work, or which is used or intended to be used, whether incidental thereto or not, for developing, receiving, storing, containing, confining, transforming, transmitting, transferring or controlling any form of energy.

Medical Surveillance

Means a planned programme of periodic examination (which may include clinical examinations, biological monitoring or medical tests) of employees by an occupational health practitioner or, in prescribed cases, by an occupational medicine practitioner.

Plant

Includes fixtures, fittings, implements, equipment, tools and appliances, and anything which is used for any purpose in connection with such plant.

Properly Used

Means used with reasonable care, and with due regard to any information, instruction or advice supplied by the designer, manufacturer, importer, seller or supplier.

User

In relation to plant or machinery, means the person who uses plant or machinery for his own benefit or who has the right of control over the use of plant or machinery, but does not include a lessor of, or any person employed in connection with, the plant or machinery.

Reasonably Practicable

Means practicable having regards to:

- (a) the severity and scope of the hazard or risk concerned,
- (b) the state of knowledge reasonably available concerning that hazard or risk and of any means to remove or mitigate that hazard or risk.
- (c) the availability and suitability of means to remove or mitigate that hazard or risk; and
- (d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving there from.

Risk

Means the probability that injury or damage will occur.

Safe

Means free from any hazard.

Standard

Means any provision occurring:

- (a) in a specification, compulsory specification, code of practice or standard method as defined in Section 1 of the Standards Act, 1993 (Act No. 29 of 1993); OR
- (b) in any specification, code or any other directive having standardization as its aim and issued by an institution or organization inside or outside the Republic which, whether generally or with respect to any particular article or matter and whether internationally or in any particular country or territory, seeks to promote standardization.

The following definitions from the Construction Regulations are listed as follows:

Agent

Means any person who acts as a representative for a client.

Competent Person

Means any person having the knowledge, training, experience and qualifications specific to the work or task being performed:

Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training.

Construction

Means any work in connection with:

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling, or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; OR
- (d) the moving of earth, clearing of land, the making of an excavation, piling or any similar type of work.

Contractor

Means an employer, as defined in Section 1 of the Act, who performs construction work and includes principal contractors.

Hazard Identification

Means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed.

Health and Safety File

Means a file, or other record in permanent form, containing the information required as contemplated in these regulations.

Health and Safety Plan

Means a documented plan, which addresses hazards, identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

Health and Safety Specification

Means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons.

Method Statement

Means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment.

Principal Contractor

Means an employer, as defined in Section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site.

Risk Assessment

Means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps to be taken to remove, reduce or control such hazard.

4. NOTIFICATION OF CONSTRUCTION WORK

- ☐ The principal Contractor shall notify by registered mail, the local relevant Provincial Director of the Department of Labour, before commencing with construction work, of the intended work in the form of Annexure A of the Construction Regulations.
- ☐ **A copy of the completed Annexure A of the Construction Regulations, as well as proof of notification shall be included in the Health and Safety Plan. (Proof of fax or proof of hand delivery)**
- ☐ A copy of the completed Annexure A is to be kept on site by the principal Contractor.

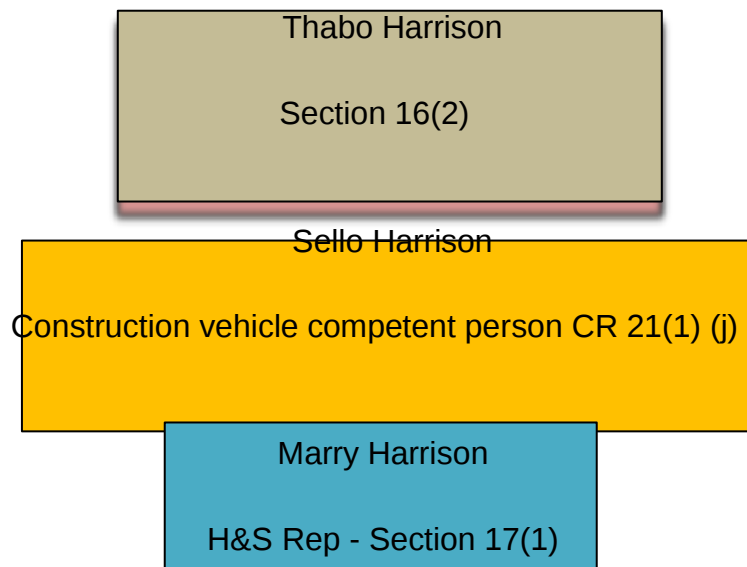
5. LEGAL DOCUMENTATION/APPOINTMENTS

The following documents must be provided in the Health and Safety Plan:

- ☐ Health and Safety Policy signed by CEO.
- ☐ Letter of good standing with the Compensation Commissioner, Federated Employers or similar insurer.

- Health and Safety Organogram (or table), outlining the Health and Safety Team, as well as the appointment(s) they have under the Act and Regulations (reference to specific section/regulation applicable to appointment)

Example:



- The competency of each member of the Health and Safety Team must be provided and should include knowledge, training, experience & qualifications specific to the work or task being performed.

Signed copies of the following legal appointments must be provided in the Health and Safety Plan:

APPOINTMENT	OHS-ACT / REGULATION REF
Section 16.2 appointment	Section 16.2
Health and Safety Representative (if necessary)	Section 17

Health and Safety Committee Members (if necessary)	Section 19
Incident Investigator	GAR 8(2)
First Aiders (Include training certificates)	GSR 3
Fire Fighters	ER 9 & CR 27(h)
Risk Assessor	HC (Incl. Asbestos & Lead); CR 7

The following information must be provided in the Health and Safety Plan:

- ☐ Indicate the estimated number of employees to be working on site.
- ☐ Indicate the expected number of contractors to be appointed by the Principal Contractor.

The following Competent Persons, **where applicable**, shall be appointed in writing by the Principal Contractor, prior to any work being carried out, and shall adhere to the requirements of the specific sub-regulations.

The competency of each of these appointed competent persons must be provided and should include knowledge, training, experience & qualifications specific to the appointment.

The table below indicates the applicability of the appointments but contractors should by no means be limited to these indications.

APPOINTMENT	OHS-ACT / REGULATION REF
Construction Supervisor	CR 6 (1)
Assistant Construction Supervisor	CR 6 (2)
Fall Protection Competent Person	CR 8 (1)
Formwork/ Support Work Competent Person	CR 10 (a)
Excavation Work Competent Person	CR 11 (1)
Demolition Work Competent Person	CR 12 (1)

Scaffolding Competent Person	CR 14 (2)
Explosive Powered Tools Competent Person	CR (b) 19
Construction Vehicle and Mobile Plant Competent Person	CR 21 (1)(j)
Electrical Installation Competent Person	CR 22 (d)
Stacking Competent Person	CR 26 (a)
Fire equipment Competent Person	CR 27 (h)
Confined Spaces Competent Person	GSR (5)
Blasting Competent Person	
Safety Officer	CR 6(6)
Traffic Safety Officer	CR 6(6)
General Machinery Competent Person	GMR (2)
Lifting Machines Operators	DMR 18(11)

- ☐ **Indicate in the H&S Plan, which of these listed appointments are applicable to the construction work in question.**
- ☐ No work involving any of the listed appointments may be performed without the knowledge and approval of an appointed competent person.
- ☐ The competent person shall be responsible to determine the level of supervision required for each activity.
- ☐ The agent must be informed of any changes made to the above appointments.
- ☐ The agent reserves the right to require from any contractor at any stage to appoint a full or part time construction health and safety officer.

6. GENERAL DUTIES OF PRINCIPAL CONTRACTOR

- ☐ The principal contractor will be responsible for co-operation between all contractors to ensure compliance to the OHS –Act and Regulations on site.
- ☐ To ensure the above, the Principal Contractor must carry out the following and provide proof of such in his H&S plan:
 - o Provide health and safety specifications to Contractors.
 - o Appoint Contractors in writing.

- o Proof that Contractors H&S Plan has been approved, implemented and maintained.
- o Proof that Contractors are registered with the Compensation Commissioner or similar insurer.
- o Proof that Contractors made provision for the cost of Health and Safety measures during the construction process.
- o A comprehensive & updated list of all contractors on site, also indicating the type of work being done.
- o Copies of Section 37(2) agreements with the relevant contractors.

7. SUPERVISION OF CONSTRUCTION WORK

- ☐ The agent must be informed if the Construction Work Supervisor is also appointed as a Construction Supervisor for another site.

8. RISK ASSESSMENT

- ☐ Risk assessments of all required activities shall form an integral part of the Health and Safety plan.
- ☐ All risk assessments shall be conducted in terms of an acceptable methodology, prior to commencement of work, according to the provisions of CR 7 and should cover at least the following:
 - o Movement of construction vehicles
 - o Bulk earth works
 - o Accommodation of traffic
 - o All work near overhead power lines and underground cables
 - o Locating underground cables/existing services
 - o Hand excavation of trenches
 - o Mechanical excavation of trenches
 - o All work carried out inside trenches, including compacting, pipe laying, backfilling etc.
 - o Temporary stockpiling and removal of excavated material
 - o Transporting material
 - o All work carried out on live electrical installations
 - o Working with hand tools

- o Working with portable electrical tools
 - o Activities in and around borrow pits
 - o Erection and dismantling of scaffolding
 - o Working from scaffolding
 - o Formwork / support work
 - o Casting of concrete
 - o Sinking of boreholes
 - o Asphaltting
 - o All health hazards that can be present during any of the above activities and should include individual dusts, gases, fumes, vapours, noise, extreme temperatures, illumination, vibration and ergonomic hazards due to any of the above activities.
- The above list is by no means exhaustive and should not be limited to these activities but must cover all activities that forms part of the said construction work. Each activity must be split down to individual tasks and all associated hazards identified and listed in the risk assessment. This ensures that critical tasks and subsequent critical hazards are not missed.
- The risk assessment to be included in the H&S Plan must clearly indicate:
- The methodology used to do the risk assessments by indicating frequency, likelihood and consequence.
 - Breakdown of processes and activities covered.
 - High risks anticipated.
- All risk assessments are to be conducted by a competent person as appointed under paragraph 5 of this document. The plan must include a declaration in this regard or the risk assessment must contain the signature(s) of this appointed persons.
- Risk assessments are to be handed to the agent prior to commencement of work.
- The agent reserves the right to stop any work if such work is not conducted in terms of the recommendations of the risk assessment.
- Risk assessments are to **cover safety as well as health hazards.**

9. SAFE WORK PROCEDURES

Safe Work Procedures are to form part of the H&S Plan and **must be compiled for all the above-identified activities.**

The safe work procedures must address the following elements:

- ☐ The work method to be followed to conduct work safely
 - ☐ Mitigation of identified risks
 - ☐ Reducing and controlling risks and hazards that have been identified
 - ☐ Responsibilities of competent persons
 - ☐ Required personal protective equipment
 - ☐ Correct equipment/tools/machinery to be used
 - ☐ Reference to relevant registers to be completed
 - ☐ Reference to applicable risk assessment
- ☐ **The following two tables provides information on all factors to be taken into account when the Risk Assessments and Safe Work Procedures are compiled:**

Physical	Chemical	Biological	Mechanical	Psycho-social
Noise	Liquids	Insects	Guards	Stress
Vibration	Dusts	Fungi	Hand tools	Work pressure
Ionising radiation	Fumes	Bacteria	Machinery	Monotony
Non-ionising radiation	Fibers	Viruses		Unsociable hours
Health and cold	Mists			Ergonomical:
Electricity	Gases			• Posture
Pressure	Vapours			• Movement
				• Repetitive tasks

System	Stress/Agency	Illness/Disease
Musculoskeletal	Lifting/loads Repetitive strain Abnormal postures	Muscular pain syndromes Tenosynovitis Bursitis
Sensory	Noise	Hearing loss
Skin	Cement (chromates), rubber Thinners, epoxies Tar, pitch	Allergic contact dermatitis Irritant contact dermatitis Acne, Skin cancer
Respiratory	Silica Asbestos Spray paints, woods, epoxies Irritant dusts,	Silicosis, TB Asbestosis, Cancer Asthma Bronchitis
Psychosomatic	Physical stress Psychosocial stress	Head aches Depression Fatigue Substance abuse
Nervous System	Lead Organic solvents	Peripheral and central neuropathy Headaches, Dizziness, Mood

10. SAFETY OF PUBLIC/PEDESTRIANS

Access to the construction site must be controlled as much as possible in all work areas. All excavations are to be fenced / barricaded to prevent access by public / pedestrians/ animals. Work must be planned in such a manner as to ensure that the minimum amount of trenches are left open after hours or during weekends.

No trenches are to be left open during the December shut down period.

11. REGISTERS

- ☐ Examples of the registers listed below must be provided in the Health and Safety Plan.
- ☐ All registers must be available at the site offices at all times for inspection by the agent.
- ☐ The list of registers to be kept is by no means exhaustive and the H&S Plan should list all the registers that are applicable and at what frequency they are going to be maintained.

ACTIVITY	FREQUENCY	FORMAT
Form work / Support work	Daily, prior to any shift	
Excavation Work	Daily, prior to any shift, after rain or blasting or after unexpected fall of ground	
Scaffolding	Daily, prior to any shift, after rain or blasting.	
Material Hoist	Daily	
Batch Plants	Daily	
Explosive Powered Tools	Daily Before Use	
Crane(s) Logbook	As per DMR 18	
Construction Vehicles and Mobile Plant	Daily	
Temporary Electrical Installation	Weekly	
Stacking	Weekly	
Fire Extinguishers	Bi – Monthly	
Ablution Facilities	Weekly	
Ladders	Weekly	
Incident Register in terms of GAR 9	As Required	Annex 1 of GAR
Fall Protection Equipment	Daily	
Portable electrical tools	Weekly	
Suspended Platforms	Daily	
Accommodation of traffic	Daily	
Fire fighting equipment	Monthly	

12. TRAINING

Each Health and Safety Plan shall indicate the following regarding training:

- ☐ Name and contents of the following training courses which have to be conducted:
 - ☐ Induction Training
 - ☐ Training regarding hazards identified and any corrective measures in place
 - ☐ Training regarding all safe work procedures
 - ☐ Specific training regarding applicable competencies
- ☐ Attendance registers must be kept as proof of training provided
- ☐ Method of informing visitors and other persons entering the site of hazards prevalent on site.
- ☐ Method of providing personal protective equipment to visitors and non-employees.
- ☐ An example of ID training card for each employee (if used).
- ☐ Methodology to be used in the issuing and communication of written instructions/safe work procedures.

13. AGENT HEALTH AND SAFETY INSTRUCTION REGISTER

- ☐ All Health and Safety instructions will be given via the resident engineer in writing
- ☐ The Principal Contractor shall be required to sign the register at the end of each day to acknowledge any instructions issued.

14. GENERAL REQUIREMENTS

1. *Personal Protective Equipment*

The procedures for issuing and control over PPE shall be indicated in the Health and Safety Plan, as well as the enforcement for the wearing thereof.

2. *Hired Plant*

The responsibility for the safe condition and use of all hired plant shall be that of the contractor.

3. *Transport of Employees*

Transport of employees shall be carried out in terms of the National Road Ordinances. The Health and Safety Plan shall detail the arrangements and methods of the transportation of workers.

4. *Signs*

The Principal Contractor shall indicate in his Health and Safety Plan the arrangements regarding the posting of danger signs.

5. *Certificates of fitness*

The Principal Contractor shall include in his H&S Plan copies of all employees that require medical fitness certificates under the following regulations where applicable:

- ☐ **CR 20 – Crane Operators**
- ☐ **CR 21 - Construction vehicles and Mobile plant operators**
- ☐ **CR 8 – Fall Protection (roof work or working from scaffolding/working at heights)**

6. *Site Visitors Register*

- ☐ A site visitor's register is to be kept on site and steps are to be taken to ensure that all visitors sign the visitors' register before entering the site.
- ☐ A sign should also be provided directing all visitors to report to
- ☐ the site officer.

7. *Night Work*

- ☐ All night work is to be conducted under supervision of a construction supervisor.
- ☐ The provision of lighting shall be in accordance with the Environmental Regulations for Workplaces.

15. HAZARDOUS CHEMICAL SUBSTANCES (including Asbestos and Lead)

In addition to the requirements in the HCS Regulations, the principal contractor must provide proof in the H&S Plan that:

- ☐ Material Safety Data Sheets (MSDS's) of the relevant materials/hazardous chemical substances are available prior to use by the contractor. Mention should be made how the principal contractor is going to act according to special/unique requirements made in the relevant MSDS's. All MSDS's shall be available for inspection by the agent at all times.
- ☐ Risk assessments are done at least once every two years.
- ☐ Exposure monitoring is done according to OESSM and by an AIA and that the medical surveillance programme is based on the outcomes of the exposure monitoring.
- ☐ How records are going to be kept safe for the stipulated period of 30 years.
- ☐ How the relevant HCS's are being/going to be controlled by referring to:
 - Limiting the amount of HCS
 - Limiting the number of employees
 - Limiting the period of exposure
 - Substituting the HCS
 - Using engineering controls
 - Using appropriate written work procedures
- ☐ The correct PPE is being used.
- ☐ HCS are stored and transported according to SABS 072 and 0228.
- ☐ Training with regards to these regulations was given.
- ☐ The H&S plan should make reference to the disposal of hazardous waste on classified sites and the location thereof (where applicable).

16. ASBESTOS

Should asbestos be identified as a hazard **before/whilst work is carried out**, the following must be included in the health and safety plan?

- ☐ Notification to the Provincial Director in writing, prior to commencement of asbestos work.
- ☐ Proof of a structured medical surveillance programme, drawn up by an occupational medicine practitioner.

- ☐ Proof that an occupational health practitioner carried out an initial health evaluation within 14 days after commencement of work.
- ☐ Copies of the results of all assessments, exposure monitoring and the written inventory of the location of the asbestos at the workplace.
- ☐ Only proof that medical surveillance has been conducted and not the actual records itself since these areas of a confidential nature.
- ☐ How records are going to be kept safe for the stipulated period of 40 years.
- ☐ Proof that asbestos demolition (if applicable) is going to be done by a registered asbestos contractor and provide proof that a plan of work for such demolition is submitted to an Approved Asbestos Inspection Authority 30 days prior to commencement of the demolition.
- ☐ Provide proof that the plan of work was approved by the asbestos AIA and submitted to the provincial director 14 days prior to commencement of demolition work together with the approved standardised procedures for demolition work

17. NOISE INDUCED HEARING LOSS

Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included/ referred to in the Health and Safety Plan:

- ☐ Proof of training with regards to these regulations.
- ☐ Risk assessment done within 1 month of commencement of work.
- ☐ That monitoring carried out by an AIA and done according to SABS 083.
- ☐ Medical surveillance programme established and maintained for the necessary employees.
- ☐ Control of noise by referring to:
 - Engineering methods considered
 - Admin control (number of employees exposed) considered
 - Personal protective equipment considered/decided on
- ☐ Describe how records are going to be kept for 40 years.

- END OF DOCUMENT

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