



sport, arts, culture & recreation
Department of
Sport, Arts, Culture and Recreation
FREE STATE PROVINCE

TENDER NO: SCM - INFRA 03/2026 (3GB)

**INVITATION FOR TENDERS FROM
SUITABLE CONTRACTORS WITH
CIDB GRADING OF (3GB) OR HIGHER
FOR REPAIRS AND RENOVATIONS AT
REFENGKGOTSO PUBLIC LIBRARY,
DENEYSVILLE.**

OCTOBER 2026

FOR

REPAIRS AND RENOVATIONS AT REFENGKGOTSO PUBLIC LIBRARY

PROJECT TEAM

IN-HOUSE:

DEPARTMENTAL INFRASTRUCTURE UNIT

MR. S. MZWAKALI

ZANA BUILDING

CORNER OF HILL STREET AND HENRY
STREET

BLOEMFONTEIN

9301

TEL: 064 8005 577

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

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION

REPAIRS AND RENOVATIONS AT REFENGKGOTSO PUBLIC LIBRARY.

**DEPARTMENTAL INFRASTRUCTURE
UNIT**

Zana Building

Corner of Hill Street and Henry Street

Bloemfontein

Contact:

Name: Mr.S. Mzwakali

Telephone 064 800 5577

Tenderer
.....

Total of the prices inclusive of value added tax: R
.....

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION

REPAIRS AND RENOVATIONS AT REFENGKGOTSO PUBLIC LIBRARY.

SCM - INFRA 03 / 2026

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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

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T1.1 Tender Notice and Invitation to Tender

The DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION, Free State Provincial Government, invites tenders for **REPAIRS AND RENOVATIONS AT REFENGKGOTSO PUBLIC LIBRARY.**

Tenderers should have a CIDB contractor grading designation of **3GB** or higher. Joint Ventures with contractors with a 3GB or higher grading will also be considered.

Points will be allocated to 80/20 points system

Price80 Points

Specific goals.....20 Points

Functionality (total).....45 Points

Experience.....20 Points

Work Quality.....13 Points

Expertise.....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.

Documents can be downloaded online, the website for downloading is e-tender portal (<https://www.etenders.gov.za>).

Enquiry relating to the issue of these documents may be addressed to Mr RL Masisi, email address: masisi@sacr.fs.gov.za; cellphone number 066 474 7494.

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

Date: 22 October 2026

Time: 12H00

Venue: REFENGKGOTSO Public Library, Stand 2195, Phomolong, Refengkgotso, Deneysville , REFENGKGOTSO, DENEYSVILLE.

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

PART T1: TENDERING PROCEDURES

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION

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T1.2 Tender Data

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

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

The additional conditions of tender are:

Clause number	Tender Data
T.1.1	The employer is the DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION, Free State Provincial Government.

T.1.2 The tender documents issued by the employer comprise:

T1.1 Tender notice and invitation to tender

T1.2 Tender data

T2.1 List of returnable documents

T2.2 Returnable schedules

Part 1: Agreements and contract data

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Form of Guarantee

C1.4 Adjudicator's Contract

Part 2: Pricing data

C2.1 Pricing instructions

C2.2 Activity schedules / Bills of Quantities

Part 3: Scope of work

C3 Scope of work

Part 4 : Site information

C4 Site information

T.1.3 The employer's agent is:

Name: **IN-HOUSE DEPARTMENTAL INFRASTRUCTURE UNIT**

Address: **Zana Building**

Corner of Henry and Hill Street

Bloemfontein

Tel: 064 800 5577

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

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

- a) contractors who have a contractor grading designation equal to 3GB or higher.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. A CIDB JV calculator will be used to determine the overall joint venture grading

- T.2.2 The employer's agent address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: Entrance, Zana Building

Physical address: Zana Building, Corner of Henry and Hill Street, Bloemfontein.

Closing Date: 30 October 2026

Closing Time: 11H00

- T.2.3 A two-envelope procedure will **not** be followed.
- T.2.4 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
- T.2.5 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will **not** be accepted.
- T.2.6 The tender offer validity period is **120** days
- T.2.7 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 labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
- T.2.8 The tenderer is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board and a copy of a Tax Pin issued by the South African Revenue Services.
- Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

- T.3.1 **Tenders will be opened immediately after the closing time for tenders at:**
DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION
Zana Building
Corner of Henry and Hill Street
Bloemfontein

T.3.2.1 The procedure for the evaluation of responsive tenders is Method 4 (refer to page 23)

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
Specific goals.....	20 Points
Functionality (total).....	45 Points

Experience.....	20 Points
Work Quality.....	13 Points
Expertise.....	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.

T3.2.2 Tender offers will only be accepted if:

- a) the tenderer has in his or her possession an original valid Tax Pin issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- d) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
- e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

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

Annex: Standard Conditions of Tender

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

F.1 General

F.1.1 Actions

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **Comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the

detriment of the employer, including collusive practices intended to establish prices at artificial levels

- d) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

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

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18. Provide other material

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

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

F.2.19. Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

F.3.5.1 Were 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 favourable to the least favourable 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:	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.

Financial offer and preferences	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 favourable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Notice to unsuccessful tenderers

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

F.3.15. Prepare contract documents

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

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

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

REPAIRS AND RENOVATIONS AT REFENGKGOTSO PUBLIC LIBRARY.

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T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1 Returnable Schedules required only for tender evaluation purposes

- JV Agreement (where applicable)
- Compulsory Enterprise Questionnaire
- Record of Addenda to Tender Documents
- Proposed Amendments and Qualifications
- Schedule of Subcontractors
- Schedule of Plant and Equipment
- Schedule of the Tenderer's Experience

2 Other documents required only for tender evaluation purposes

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

3 Returnable Schedules that will be incorporated into the contract

Preferencing Schedule (direct preferences)

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

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

6 C1.2 Contract Data (Part 2)

7 C2.2 Bills of quantities

Record of Addenda to tender documents

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

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

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

*Insert separate page if necessary

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

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

Signed

Date

Name

Position

Enterprise
name

PART T2 : RETURNABLE DOCUMENTS

T2.2 - Retournable Schedule

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 AUTHORISED SIGNATORY
Lead partner		Signature. Name Designation
		Signature. Name Designation

		Signature. Name Designation
		Signature. Name Designation

Schedule of Proposed Subcontractors

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

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

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

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

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

Schedule of Plant and Equipment

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.
----------	-----------------------------------

--	--

Attach additional pages if more space is required.

Signed		Date	
Name	_____	Position	_____
<i>Tenderer</i>	_____		_____
	_____		_____

Schedule of the Tenderer's Experience

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

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

Signed

Date

.....
Name

.....
Position

.....
Tenderer

Schedule of the Tenderer's Experience

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

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

Signed

Date

Name

Position

Tenderer

Proposed amendments and qualifications

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

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

Page	Clause or item	Proposal

Signed	Date
Name	Position
<i>Tenderer</i>	

Referencing 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 / Black 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 black ownership 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 regarding 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 Referencing conditions

The sanctions for breaching the Referencing 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 / black ownership status or structure of the tendering entity

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

NOP = maximum tender evaluation points provided for HDI / Black ownership

EP = the percentage of equity ownership by an HDI / Black within the business enterprise or, in the case of a joint venture, the percentage of the contract value managed or executed by their HDI / Black 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)
<u>SPECIFIC GOALS:</u>	20	
<u>FUNCTIONALITY:</u>		
Experience	20	
Work Quality	13	
Expertise	12	
Having a CIDB Contractor grading designation of a 3GB or higher		
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 regarding 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

REPAIRS AND RENOVATIONS AT REFENGKGOTSO PUBLIC LIBRARY.

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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:

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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 fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature Date

Name

Capacity

for the

Employer DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION

Corner of Hill and Henry Street,

Zana Building

Bloemfontein

Name and

signature

of witness

.

Date

Schedule of Deviations

1 Subject	
Details	
2 Subject	
Details	
3 Subject	
Details	
4 Subject	
Details	

.....	
5 Subject	
.....	
Details	
.....	
.....	
.....	
.....	
.....	

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

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

PART C1: AGREEMENT AND CONTRACT DATA

C1.2 - Contract Data

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION

REPAIRS AND RENOVATIONS AT REFENKGOTSO PUBLIC LIBRARY.

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C1.2 Contract Data

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

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

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

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

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

Clause Additions, deletions and alterations

- 1.2.1 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.

- 1.2.2 The **contractor** and **principal agent** shall appoint a **selected subcontractor** in accordance with the provisions of the Scope of Work.

Part 1: Contract Data completed by the Employer

Clause	Item and data
1.1	CONTRACTING AND OTHER PARTIES The Employer is the DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION, Free State Provincial Government
1.2	The address of the Employer is: Corner of Hill Street and Henry Street, Bloemfontein. Cell phone: 066 474 7494 Email address: masisi@sacr.fs.gov.za Address (physical): Corner of Hill and Henry Street, Zana Building, Bloemfontein Address (postal): Private Bag X20606, Bloemfontein,9301
1.3	Contract Details
1.4	The Works comprise: REPAIRS AND RENOVATIONS AT REFENGKGOTSO PUBLIC LIBRARY.
1.5	The Site comprises: The existing premises, the tenderer should familiarize himself with the site before pricing the document.
1.6	The Works or installations to be undertaken by direct contractors comprises N/A

- 1.7 The Employer is an organ of **State**
- 1.8 • 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.
- 1.9 • Lateral support insurance is **not** to be effected by the **contractor**
- 1.10 • Payment will be made for materials and goods
- 1.10 • Dispute determinations shall be by arbitration
- 1.11 • 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
- 1.12 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.

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

The period for the commencement of the **works** after the **contractor** takes possession of the site is **7 working days**.

For the **works** as a whole:

The date for **practical completion** is 3 (three) MONTHS AFTER DATE OF ACCEPTANCE INCLUSIVE OF ALL STATUATORY AND BUILDER'S HOLIDAYS

- 1.13 ***The penalty per calendar day is R 6,500.00 (Six Thousand Five hundred Rands).***

For the **works** in sections: **N/A**

The law applicable to the agreement shall be that of the Republic of South Africa.

Insurances

Contract insurance to be effected by the contractor

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.

The supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association.

- 1.14 Public liability insurance to be effected by the **contractor** for the sum of R 10 000 000.00 per claim with a deductible in an amount of R 5, 000.00.
- 1.15 ***Support insurance to be effected by the contractor for the sum ofN/A.....with a deductible in an amount that the contractor deems appropriate.***
- Documents
A waiver of the **contractor's** lien or right of continuing possession is required.
Three copies of the construction document are to be supplied to the **contractor** free of charge.
- 1.16 Bills of Quantities/lump sum documents schedule of rates is drawn up in accordance with Standard System of Measurement Building Work – 1999 edition
- 1.17 Bills of quantities/lump sum document are to be submitted with this tender.
- JBCC Engineering General Conditions **are not** to be included in the contract document.
- 1.18 **The contract value will be adjusted using CPAP indices.**
- Where applicable the base month for the application of CPAP is the month in which the tender closed.
- 1.19 There is no latest day of the month for the issue of an interim payment certificate.
- 1.20 The employer will not provide advanced payments against an advanced payment guarantee
- 1.21 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	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

REPAIRS AND RENOVATIONS AT REFENGKGOTSO PUBLIC LIBRARY.

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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
.....

Works means **REPAIRS AND RENOVATIONS AT REFENGKGOTSO PUBLIC LIBRARY
TENDER NO: SCM - INFRA 03 / 2026**

Site means **ON THE PREMISES: Stand 2195, Phomolong, Refengkgotso, Deneysville.**

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

Amount in figures R

Amount in words
... (Rand)

Guaranteed Sum means the maximum aggregate amount of R
.....

Amount in words
... (Rand)

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

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

2 The Guarantor hereby acknowledges that:

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

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

- 3** Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:
- 3.1** A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2
- 3.2** A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.
- 3.3** A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.
- 4** Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:
- 4.1** The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or
- 4.2** A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.
- 5** It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.
- 6** Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 7** Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8** The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right

to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor

- 9** The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10** This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the guaranteed 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

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DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION

REPAIRS AND RENOVATIONS FOR REFENGKGOTSO PUBLIC LIBRARY.

SCM - INFRA 03 / 2026

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 Minor Works Agreement Adjudication Rules, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

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

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

SIGNED
by:

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

SIGNED by:

Name: _____
who warrants that he / she
is duly authorized to sign
for and 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
TO PROVIDE**

**DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION
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

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DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION

REPAIRS AND RENOVATIONS FOR REFENGKGOTSO PUBLIC LIBRARY.

SCM - INFRA 03 / 2026

C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
 - b) mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Mechanical Work, published by the South African Association of Quantity Surveyors, October 2005).
 - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July 2005).
- 2 The agreement is based on the JBCC Minor Works Agreement, prepared by the Joint Building Contracts Committee, Edition 5.1, March 2014. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the JBCC Minor Works Agreement, May 2005 Addition preliminaries for the use of JBCC Series 2000. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 5 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
- 6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 7 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
- 8 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities
- 9 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.
- 10 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
- 11 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but considering the revised period for completing the works.
- 12 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
 - a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for

which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).

- 13 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
 - a) 10 percent is fixed;
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related.
- 14 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

PART C3: SCOPE OF WORK

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION

REPAIRS AND RENOVATIONS AT REFENGKGOTSO PUBLIC LIBRARY. SCM – INFRA 03 / 2026

C3. Scope of Work

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

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

1.2 Extent of the works

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

1.3 Location of the works

The site is situated at the existing premises: Refengkgotso Public Library.

2 Drawings

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

- n/a

3 Procurement

3.1 Preferential procurement procedures

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

BILL OF QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION NO.1				
	PRELIMINARIES				
	NOTES				
	The agreement is to be the JBCC Series 2000 Principal Building Agreement prepared by the Joint Building Contracts Committee, Edition 4.1, and 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").				

	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.				
	Carried to collection				
	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			

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:.....	Item			
8	Works risk (Clause 8).	Item			
9	Indemnities (Clause 9). F:.....V:..... T:.....	Item			
	Carried to collection				
10	Works insurances (Clause 10). F:.....V:..... T:.....	Item			
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			
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			
	Carried to collection				
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:.....	Item			
	Completion (A24- A30)				
24	Practical completion (Clause 24).F:..... V:..... T:.....	Item			
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			
	Carried to collection				
	Payment (A31 - A35)				
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			
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			
	Cancellation (A36 - A39)				

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			
39	Cancellation - Cessation of the works (Clause 39). F:.....V:..... T:.....	Item			
	Carried to collection				
	Dispute (A40)				
40	Dispute settlement (Clause 40). F:.....V:..... T:.....	Item			
	State Provisions (A41)				
41	State Substitutions (Clause 41). F:.....V:..... T:.....	Item			
	Schedule (A42)				
42	Pre-Tender information (Clause 42). F:.....V:..... T:.....	Item			
	CONTRACTING AND OTHER PARTIES				

	42.1.1 Employer: Department of Sports, Arts, Culture and Recreation. Postal Address: Business Partners, Corner of Henry Street and East Burger Street. Email: mzwakali.s@sacr.fs.gov.za a. Contact Details: 064 800 5577				
	42.2 CONTRACT DETAILS				
	42.2.1 Works Description: Repairs and renovations at Sedibeng Public Library.				
	42.2.2 Site Description : The site is situated at the existing premises of Sedibeng Public Library in Kroonstad, Free State Province.				
	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: 4 months including builder's holidays.				
	Carried to collection				
	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 Calendar months after contract commencement including builders holidays Penalty: R1 420 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				
	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 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 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 ASAQs Standard System of Measuring Building Work: (YES) Sixth Edition, revision 2 2013.				
	Carried to collection				
	42.4.4 Number of days for submission of priced documents: Priced bills of quantities to be submitted with tender.				
	42.4.5 JBCC Engineering General Conditions are to be included in the documents: (No)				
	42.4.6 The contract value to be adjusted using CPAP: (NO)				
	42.4.7 Details of changes made to the provisions of JBCC standard documentation: (As stated)				
	<u>SECTION B: PRELIMINARIES</u>				
	Definitions (B1):				
43	Definitions and interpretation (B1) F:.....V:..... T:.....	Item			
	Documents (B2):				

44	Checking of documents (B2.1) These Bills of Quantities contain pages and annexures as indexed. The items in these Bills of Quantities are to be read and priced in conjunction with, and the descriptions regarded as amplified by the Model Preambles for Trades as recommended and published by the Association of South African Quantity Surveyors, 2008 edition, and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained. F:..... V:..... T:.....	Item			
45	Provisional Bills of Quantities (B2.2) The Quantities are Provisional (NO) F:..... V:..... T:.....	Item			
46	Availability of construction documentation (B2.3) F:..... V:..... T:.....	Item			
	Carried to collection				
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			
	The Site (B3)				

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			
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			
	Carried to collection				
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			
60	Inspection of adjoining properties (B3.11) F:.....V:..... T:.....	Item			
	Management of contract (B4)				
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	1		
63	Progress meetings (B4.3) F:.....V:..... T:.....	Item			

	Carried to collection				
64	Technical meetings (B4.4) F:.....V:..... T:.....	Item			
65	Labour and plant records (B4.5) F:.....V:..... T:.....	Item			
	Samples and shop drawings (B5)				
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			
	Temporary works and plant (B6)				
70	Deposits and fees (B6.1) F:.....V:..... T:.....	Item			

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			
	Carried to collection				
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			
76	Subcontractors notice board (B6.6) F:..... V:..... T:.....	Item			
	Temporary Services (B7)				

77	Location (B7.1) F:..... V:..... T:.....	Item			
78	Water (B7.2) Alternative chosen: AF:..... 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: AF:..... V:..... T:.....	Item			
	Prime cost amounts (B8)				
82	Responsibility for prime cost amounts (B8.1) F:..... V:..... T:.....	Item			
	Attendance on Nominated/Selected Subcontractors (B9)				
83	General Attendance (B9.1) F:..... V:..... T:.....	Item			
	Carried to collection				
84	Special Attendance (B9.2) F:..... V:..... T:.....	Item			

85	Commissioning - fuel, water and power (B9.3) F:.....V:..... T:.....	Item			
	Financial Aspects (B10)				
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			
	General (B11)				
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			
	Carried to collection				
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			
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			
	Schedule of Variables (B12)				

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.	Item			
	12.1.1 Provisional Bills of Quantities (B2.2) The quantities are provisional (NO).				
	Carried to collection				
	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.				
	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				
	Carried to collection				

	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)				
103	Post-tender information (B12.2) 12.2.1 Payment of Preliminaries (B10.2) Alternative chosen: A 12.2.2 Adjustment of Preliminaries (B10.3) Alternative chosen: A 12.2.3 Additional agreed Preliminaries items	Item			
	SECTION C: SPECIFIC PRELIMINARIES				

	Section C: Specific Preliminaries:				
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			
	Carried to collection				
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			

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			
	Carried to collection				
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			

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 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				
	Health and Safety:				
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).	Item			
	Carried to collection				

	SECTION NO. 1				
	BILL NO. 1				
	PRELIMINARIES				
	COLLECTION				
		Page No			Amount
	Total Brought Forward from Page No	1			
		2			
		3			
		4			
		5			
		6			
		7			
		8			
		9			
		10			
		11			
		12			
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		17			
		18			
		19			
	Carried to final Summary				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION NO.2				
	<u>BUILDING WORK</u>				
	<u>BILL NO.1</u>				
	<u>ALTERATIONS</u>				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	<u>View site</u>				
	Before submitting her/his tender the contractor shall visit the site and satisfy themselves 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.	Note			
	Contractors are required to inspect the site and acquaint themselves with all aspects of the works to be executed under this contract prior to the submission of their tender. No claim whatsoever will be entertained in the event of any unforeseen difficulties arising during the execution of the contract that could have been foreseen by a thorough investigation of the site and specifications.	Note			
	The Contractor shall carry out the whole of The Works with as little mess and noise as possible and with minimum of disturbance to adjoining premises and their tenants/occupants. She/he shall provide proper protection and provide, erect and maintain in position proper temporary tarpaulins that may be necessary to protect existing fixtures, fittings and furniture during the progress existing fixtures, fittings and furniture during the progress of the works and remove on completion or when directed, all to the satisfaction of the Project Manager/Client.	Note			

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 Project Manager/Client.	Note			
With regards to building up of openings in existing walls, cement screeds and paving, granolithic, tops of walls, etc. shall be levelled and prepared for raising of brickwork.	Note			
Making good finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary.	Note			
The contractor will be required to take all dimensions affecting the existing buildings on the site and he will held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (Doors, windows, fittings, etc.)	Note			
<u>Old materials the property of the Client</u>				
Old materials from alterations, except where described to be re-used stays property of the client	Note			
<u>Old material to be carted away</u>				
Old materials from alterations, except where described to be re-used or handed over, as well as all rubbish, etc, must be regularly carted from the site and not be allowed to accumulate on or around the site.	Note			
<u>Old material not to be re-used</u>				
None of the old materials are to be used for new work except where specifically described as being set-aside for re-use.	Note			
<u>PREPARATION FOR WORK TO COMMENCE</u>				

	Provide, erect and maintain temporary stair access scaffolding without damaging the existing ground surface or surrounding area to be provided with and including establishment, operations and de-establishment all to the Health Safety specifications and the approval of the Project Manager (Scaffolding needed for the entire construction period) (Any other scaffolding needed to be priced under P&G's)	Note			
	REMOVAL OF EXISTING WORK				
	<u>Taking down and removing roofs.</u>				
1	Take down and remove IBR/Corrugated roof sheeting	m2	700		
2	Take down and remove ridge flashings not exceeding 500mm girth	m	75		
3	Take down and remove side wall flashings not exceeding 500mm girth	m	300		
4	Take down and remove head wall flashings not exceeding 500mm girth	m	150		
5	Take down and remove valley flashings not exceeding 500mm girth	m	250		
	REMOVAL OF TREES, ETC.				
	<u>Cut down and remove:</u>				
6	Cut down and remove branches or limbs of tree exceeding 200mm and not exceeding 500mm girth.	No	5		
	REMOVAL OF EXISTING CEILINGS, PARTITIONING AND FLOORING				
	<u>12.5mm Thick Gypsum Rhinodek or other approved ceiling tiles 1200 x 600 on T38 exposed Tee suspension grid of prepainted aluminium components:</u>				
7	Suspended ceiling with Fissured ceiling tiles, suspended not exceeding 1.0m below bearing.	m2	450		
	Carried to summary				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SECTION NO.2</u>				
	<u>BUILDING WORK</u>				
	<u>BILL NO.2</u>				
	<u>ROOF COVERINGS, ETC (PROVISIONAL)</u>				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	NOTE: Tenderers are advised to study the Model Preambles for Trades 2008 before pricing this bill.				
	NOTE: The contractor is to submit a certificate signed by the Merchant, stating that the galvanised roof covering have been erected in accordance to the supplier specifications, that the roof is water tight.				
	<u>GALVANIZED STEEL PROFILED SHEETS ETC</u>				
	Galvanized steel profiled sheets, ridge and hip coverings, etc. shall be coated with a minimum of 275 g zinc per m ² and shall be free of white rust				
	<u>LAPS</u>				
	Sheet metal flashings shall have minimum 100mm laps and linings to valleys, secret gutters, etc minimum 225mm laps				
	<u>GENERAL</u>				
	Rates for profiled sheet roofing and rolled edges, ridge and hip coverings, flashing pieces, etc. of metal, fibre cement, plastic, etc. shall include fixing accessories				
	<u>PROFILED METAL SHEETING AND ACCESSORIES</u>				

	<u>Global Roofing Solution 700mm cover Klip-Tile profile roll formed incontinuos lengths from 0.58mm thick Z275 spelter ISQ55 Chromadeck steel roof sheeting, fixed to purlin using KL700 plus clips fixed with approved fasteners, all following the manufacturer's specifications by a GRS approved contractor. (Colour: To match existing).</u>				
1	Roof sheeting with pitch not exceeding 25 degrees	m2	700		
2	Extra over roof sheeting for circular cutting and waste	m	50		
	<u>0.6mm Chromadek sheet iron</u>				
3	Back flashing 925mm girth	m	300		
4	Standard steel iron head wall flashing 462mm girth including 185mm girth counter flashing	m	150		
5	Standard sheet iron sloping side wall flashing 462mm girth including 185mm girth counter flashing	m	300		
6	Ridge flashing 660mm girth with and including poly closures	m	75		
8	Valley flashing 66mm girth	m	250		
	<u>ROOF AND WALL INSULATION</u>				
	<u>"Sisilation FR 430 (Fire retardant) Heavy Industrial grade aluminium foil based insulation</u>				
9	Insulation laid taut under purlins and fixed concurrent with roof covering including galvanised steel straining wires.	m2	700		
	<u>RAINWATER DISPOSAL</u>				
	<u>Half round galvanised sheet iron</u>				
10	100 x 125mm Eaves gutters	m	150		

11	100 x 125mm Eaves gutters circular on plan	m	20		
12	Extra over eaves gutter for stop ends	No	20		
13	Extra over eaves gutter for corners	No	8		
14	Extra over eaves gutter for 110mm diameter outlet	No	19		
15	100mm Diameter rainwater pipes	m	150		
16	Extra over rainwater pipe for eaves or plinth offset 500mm projection	No	19		
17	Extra over rainwater pipe for shoe	No	19		
	<u>MAINTENANCE OF EXISTING RAINWATER GOODS</u>				
	<u>Cleaning out of rainwater goods:</u>				
18	Clean out existing valley linings of all vegetation and debris.	m	125		
	Carried to Summary				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SECTION NO.2</u>				
	<u>BUILDING WORK</u>				
	<u>BILL NO.4</u>				
	<u>FINISHES</u>				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	Ceiling boards shall be in long lengths symmetrically arranged with necessary smaller panels, closely butted and secured at 150mm centres to brandering with galvanised or cadmium-plated clout-headed nails.				
	<u>SUSPENDED CEILINGS</u>				
	<u>12.5mm Thick BPB Gypsum ceiling tiles 1200 x 600 on T38 exposed Tee suspension grid of repainted aluminium components:</u>				
1	Suspended ceiling with Fissured ceiling tiles, suspended not exceeding 1.0m below bearing.	m2	450		
	<u>GLAZING TO STEEL WITH PUTTY</u>				
	<u>Replace damaged window panes with 4 mm Clear float glass:</u>				
2	Panes exceeding 0,5m ² and not exceeding 2m ² .	m2	21		
	<u>TOILETS</u>				
3	Replace damaged flushing system with new Mech Universal CCFront Flush Cistern Mechanism, including unblocking drainage pipes and sealing all leakages, leave everything in perfect working condition.	No	3		

	<u>TAPS</u>				
4	Replace damaged tap with new plastic garden hose pipe tap.	No	1		
	TOPS, SHELVES, DOORS, MIRRORS, ETC.				
	<u>5mm Silvered float glass copper backed mirrors with polished edges holed for and fixed with chromium plated dome capped mirror screws with rubber buffers to plugs in brickwork or concrete:</u>				
5	Mirror 600 x 600mm high with four screws.	No	6		
	Carried to summary				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SECTION NO.2</u>				
	<u>BUILDING WORK</u>				
	<u>BILL NO.5</u>				
	<u>ELECTRICAL WORK</u>				
	<u>MAINTENANCE</u>				
	Note: All work must comply with SANS 10142-1: Electrical Installation Wiring Systems: The Wiring of Premises - Part 1: Low-voltage installations).				
	<u>LIGHT FITTINGS</u>				
	<u>Take out and remove existing lamp and replace with new lamp to SABS approval as described below, including taking off and replacing bowl or diffuser as necessary:</u>				
1	1200mm 36/40W cool white SS fluorescent lamp.	No	360		
2	Down lights	No	20		
3	Outdoor LED 200W wall mounted lights fitted and secured with weather guard and security cage.	No	16		
	<u>PLUGS</u>				
4	Replace damaged plugs with new double outlet plugs size 100 x 100mm and leave them in perfect working condition.	No	69		
	<u>HAND DRYER</u>				
5	Supply and install including all necessary electrical connection; radiant polished hand dryer 550-650 W	No	2		
	Carried to Summary				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SECTION NO.2</u>				
	<u>BUILDING WORK</u>				
	<u>BILL NO.6</u>				
	<u>PAINTWORK</u>				
	<u>Plastered surfaces etc.</u>				
	Plastered surfaces shall be thoroughly inspected and, if necessary, washed down and brushed in order to remove any traces of efflorescence and allowed to dry completely before any paint finish is applied. Before any paint is applied, holes, cracks and irregularities in plaster and other surfaces shall be filled with a suitable filler and finished smooth. Unfinished concrete surfaces shall have all projections rubbed off and shall be thoroughly cleaned with a spirits-of-salts solution (1 part concentrated spirits of-salts to 4 parts water)				
	Metal surfaces				
	Metal surfaces shall be sanded, where necessary, washed with a suitable cleaning agent and left smooth				
	Protective coatings applied by manufacturers to galvanized metal surfaces shall be removed with a suitable agent and the surfaces washed down				
	Rust, grease and defective factory primers on metal surfaces, as well as pitch on cast iron pipes, shall be removed				
	Wood surfaces				
	Knots in woodwork shall be treated with knotting. Minor blemishes shall be filled with a suitable filler. Wood surfaces shall be sanded smooth				

	APPLICATION OF PAINT				
	Primers to wood surfaces shall be applied by brush. Primers to other surfaces may be applied by roller with the approval of the Principal Agent. Undercoats and finishing coats may be applied by brush or roller				
	Before subsequent coats of paint are applied the previous coat shall be properly dry and shall be sanded down where necessary				
	Colour Scheme				
	A colour scheme comprising colours and the blending of colours approved by the Principal Agent shall be used for the paintwork. The tints of the undercoats shall closely match the finishing coat but nevertheless differ sufficiently to indicate the number of undercoats. Colour samples of the finishing coats shall be provided in all cases				
	General				
	Paintwork shall include the preparation of surfaces, filling, stopping, sanding and priming of nail heads and screws. Where windows, sashes, etc are to be painted, the rebates of the openings to be glazed shall be primed				
	-				
	<u>Prepare, touch up manufacturers priming coat and apply one undercoat and two finishing coats of enamel paint on steel to match existing:</u>				
1	Palisade fence (both sides measured)	m2	731		
	<u>Clean down with 10% solution of spirit of salts and wire brush, rinse thoroughly with clean water and apply two coats Thermoplastic Brick Dressing on:</u>				
2	Face brick walls with satin finish.	m2	120		

	<u>Prepare and apply one under coat and two finishing coats of interior quality PVA emulsion paint to match existing:</u>				
3	Previously painted wall surfaces	m2	973		
	<u>Prepare and stop with tinted stopping and apply three coats of Spick and Span Wood coat Clear Suede or other approved matt polyurethane finish, including burnishing with steel wool between coats on wood:</u>				
4	Skirting and quadrant bead not exceeding 300mm girth.	m	451		
	<u>Prepare, touch up factory primer, paint one coat zinc chromate primer, one undercoat and two coats high gloss enamel paint.</u>				
5	On downpipes	m2	45		
6	On gutters and downpipes etc. not exceeding 300mm girth	m	160		
	<u>PAINTWORK, ETC TO PREVIOUSLY PAINTED WORK</u>				
	<u>ON WOOD</u>				
	<u>Prepare, stop and paint one undercoat and two coats egg shell enamel paint.</u>				
7	On roof trusses	m2	25		
	<u>Prepare and stop with tinted stopping and apply three coats of Spick and Span Wood coat Clear Suede or other approved matt polyurethane finish, including burnishing with steel wool between coats on wood:</u>				
8	Doors.	m2	58		

	<u>PAINTWORK ON STEEL POLES.</u>				
	<u>Clean down existing steel poles and apply one undercoat, and one finishing coat of high gloss enamel paint on existing enamel painted steel poles:</u>				
9	On existing steel poles.	m2	2		
	Carried to Summary				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SECTION NO.2</u>				
	<u>BUILDING WORK</u>				
	<u>BILL NO.7</u>				
	<u>EXTERNAL WORKS</u>				
	<u>PROJECTOR</u>				
1	Supply and install projector, mount in the hall properly, connect and leave it in perfect working condition.	No	1		
	<u>CCTV AND CAMERA INSTALLATION</u>				
	<u>Note: All rates to include sundries, installation and commission.</u>	Note.			
2	Carefully remove existing camera system at Refengkgotso Public Library, secure properly and deliver them to the department.	Item	1		
	<u>10 Channel NVR with 4 x SATA HDD storage</u>				
3	Supply and install 4TB Surveillance HDD Seagate or similar approved product	No	2		
4	Supply and install 32" monitor CCTV for viewing with 5m HDMI extensions.	No	2		
5	Supply and install mountable brackets and fix perfectly in safe areas.	No	10		
6	Supply wireless mouse and USB extension to be used on monitor.	No	1		

7	Supply and install 12U Wall mountable server cabinet for server room with 2 fans and power duct and power duct.	No	1		
8	Supply and install 2KVA or similar approved online rack mountable UPS for main server cabinet.	No	1		
9	Supply and install 12 port smart managed switch with 2 SFP slots	No	1		
10	Supply and install 8 Port PoE switch with GiG uplinks or similar approved product.	No	2		
11	Supply and install 4U server cabinets for switches.	No	2		
12	Supply and install mounting boxes for cameras (CA21), fix properly and leave them in perfect working condition.	No	10		
13	Supply and install 4MP Hikivision EXIR or similar approved bullet camera with DF Technology and 30m IR Range.	No	10		
14	Supply and connect CAT5E network cable - Green.	No	1		
	<u>FIRE APPLIANCES</u>				
	<u>Complete service, repairs and pressure test including spares and powder if needed, and 1 year pressure test for powder extinguishers of 9kg stored pressure fire extinguishers and hose reels.</u>	Note.			
15	5 KG POWDER		9		
	<u>CARPORTS</u>				
	Metal Roof Sheeting Carport				

16	Supply and install steel carport to fit area of 20m x 5m with IBR roof sheeting and steel purlins 1.4m apart at centres. Carport to have rainwater disposal kit & be finished in colour painting stated by client.	No	1		
	<u>DEPARTMENTAL NAME BOARDS FOR: REFENGKGOTSO PUBLIC LIBRARY.</u>				
	Material: Chromadek. Measurements: 2450mm x 1225mm main sign on steel poles (Poles are available already and they are 75mm 'square tubing'. The Chromadek material/board is also available).	Note			
	Branding: Departmental logo in full colour printed with non-reflective vinyl on a white background. Navy background: vinyl code 6692. Navy text: vinyl code 6695. White text: vinyl code code 6692. Text: The name of the institution and other text will be communicated to the approved supplier.	Note			
	Name of institution: Upper case typeface. Humanst21XBd BT EB. White information on sign: Humanst531 Blk BT B.	Note			
	NB: Code must include site visits, traveling and removal of old branding and installation of replenished boards. The Areas of installation: All Free State Towns.	Note			
17	Supply Chromadek or equally approved sign boards size 2450 x 1225mm and install on existing steel poles.	No	1		

18	Supply and install steel poles for mounting the above mentioned name board, size 100x100mm x 2100mm high.	No	2		
	Carried to Summary				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>SECTION NO.2</u>				
	<u>BUILDING WORK</u>				
	<u>BILL NO.1</u>				
	<u>PROVISIONAL SUMS</u>				
	Note: All provisional sums are for further application for delivery to site of all articles concerned.	Note.			
	<u>MECHANICAL INSTALLATION</u>				
1	Provide the amount of R60 000, 00 (Sixty Thousand Rands) for mechanical installation; ventilation for toilets complete.	Item	1		
2	Profit 10% on above item	Item	1		
3	Attendance 5% on above item	Item	1		
	<u>BUDGETARY ALLOWANCES</u>				
	<u>Additional demolitions and alteration works:</u>				
4	Budgetary Allowance of R50 000, 00 (Fifty Thousand Rand) for additional demolition and alteration works to be utilised in whole or in part.	Item	1		
	<u>PLUMBING MAINTENANCE</u>				
5	Allow for provisional sum of R 2 000, 00 (Two Thousand Rands) for the plumbing maintenance; repairing of damaged outside pipe.	Item	1		
	<u>CLEANING OF THE LIBRARY</u>				
6	Provide an amount of R 10,000.00 (Ten Thousand Rand) for cleaning dusting off and polishing of the library.	Item	1		
	Carried to summary				

ITEM NO	FINAL SUMMARY	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1				
Bill 1	Preliminaries				
	SECTION 2				
BILL 1	Alterations				
BILL 2	Roof Covering				
BILL 3	Carpentry & Joinery				
BILL 4	Finishes				
BILL 5	Electrical Works				
BILL 6	Paintwork				
BILL 7	External Works				
	SECTION 3				
BILL 1	Provisional Sums				
	Sub Total 1				
	Contingencies 10%				
	Sub Total 2				
	Vat 15%				
	Grand Total				

	FINAL SUMMARY PAGE	AMOUNT
	PRELIMINARIES	
	BUILDING WORK	
	PROVISIONAL SUMS	
	SUB TOTAL (Excluding contingencies and Value Added Tax)	
	Contingencies 10%	
	SUB TOTAL including contingencies, but excluding Value Added Tax (VAT)	
	ADD: Value Added Tax (VAT) calculated at the rate of 15%	
	Carried to Form of Tender	

PART C4: SITE INFORMATION

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION

REPAIRS AND RENOVATIONS OF REFENKGOTSO PUBLIC LIBRARY

SCM – INFRA 02/2026

C4 Site Information

Tenderers are required to acquaint themselves with the conditions of the site during the scheduled compulsory site inspection.

PART C5: ADDITIONAL RETURNABLE DOCUMENTS

C5.1: INVITATION TO TENDER – SBD1**SBD 1****INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SPORT, ARTS, CULTURE AND RECREATION)					
BID NUMBER:	SCM – INFRA 02/2026	CLOSING DATE:	30 OCTOBER 2026	CLOSING TIME:	11:00
DESCRIPTION	REPAIRS AND RENOVATIONS AT REFENGKGOTSO PUBLIC LIBRARY (DENEYSVILLE).				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
ZANA BUILDING					
34 CORNER HILL AND HENRY STREET					
BLOEMFONTEIN					
9300					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR RL MASISI		CONTACT PERSON	SIFANELE MZWAKALI	
TELEPHONE NUMBER	066 474 7494		TELEPHONE NUMBER	064 800 5577	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	masisi@sacr.fs.gov.za		E-MAIL ADDRESS	mzwakali.s@sacr.fs.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NO					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
SPECIFIC GOALS STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		SPECIFIC GOALS STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
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 THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					☐ YES ☐ NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE					

STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

BILL OF QUANTITY SPECIFICATION

NB: ATTACH THE QUOTATION ON THE COMPANY LETTER HEAD

NB: SEE ATTACHED BILL OF QUANTITIES.

PART C5.3 - SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any

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

person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **80/20** preference point system.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable,

corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)		Number of points claimed (80/20 system) (To be completed by the tenderer)	Evidence to be submitted by supplier to substantiate the points claimed / allocated per specific goal (NB: Any of the evidence indicated below per specific goal should be regarded as sufficient)
Free State and based company	10			CK2
Historically Disadvantaged Individual (HDI) means a South African citizen. - Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to introduction of constitution of the Republic of South Africa , 1983 or the one of 1993: Black and Indians	Achievement level	Total number of points that may be claimed		- B-BBEE Certificate - Sworn Affidavit
	100% black ownership	10		
	75%-99% black ownership	8		
	60%-74% black ownership	6		
	51% -59%black ownership	3		
	0-50% black ownership	0		

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
☐ One-person business/sole propriety
☐ Close corporation

- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ non-profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

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

PART C5. 5: FUNCTIONALITY

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

FUNCTIONALITY

NOTE:

The maximum score for functionality is 45 points. Bidders must score a minimum of 32 points to qualify.

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

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

1.1 EXPERIENCE (20 POINTS)

Category	Points allocated	Indicate whether you are claiming the allocated points Yes/No
Capacity of the contractor to execute infrastructure projects of similar nature and complexity (Each completed project must be R1 million & above including all applicable taxes) 20 pts		
• 1 Completed project	5	
• 2 Completed projects	10	
• 3 Completed projects	15	
• 4 Completed projects	20	

NB: Supporting documentation to substantiate the above claims will be appointment letters and completion certificates and must be of the same project. Only a completion certificate will be accepted, not a reference letter. Failure to submit a completion certificate will result to points not being awarded.

1.2. WORK QUALITY (13 POINTS).

Number of staff	Points allocated	Indicate whether you are claiming the allocated points Yes/No
Corresponding reference letters to the project above and completion certificates of projects indicated above as per contractual agreement. NB: Projects listed in 1.1 (above).		
Maximum of Four (4) reference letters	13	
Maximum of Three (3) reference letters	10	
Maximum of Two (2) reference letters	6	
Maximum of One (1) reference letter	3	

NB: Supporting documentation to substantiate the above claims will be corresponding reference letters to the appointment letters and completion certificates submitted on the above category on Experience

2. EXPERTISE (12 POINTS)

Number of staff	Points allocated	Indicate whether you are claiming the allocated points Yes/No
1 Qualified Site Agent with a qualification in Built Environment and experience of 5 years and above	5	
1 Qualified Site Agent with a qualification in Built Environment and experience of 3 to 5 years	3	
1 General Foreman with experience of 5 years and above	2	
1 Qualified Health and Safety Officer with Health and Safety certificates and experience of 3 to 5 years	2	

NB: Supporting documentation to substantiate the above claims will be qualification certificates of qualified personnel (Minimum: National Diploma in Built Environment/SAQA NQF Level 6). CV with contactable references must be attached together with the qualification certificates, where a company does not have permanent, qualified and experienced personnel, they must provide an affidavit signed by the Site Agent, Foreman and Health & Safety Officer giving the company consent to utilize their personal information for the purposing of responding to this bid. failure to submit either one of these documents will result to bidder forfeiting allocated points.