



sport, arts, culture & recreation

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

TENDER DOCUMENT

**SCM - INFRA 02 / 2024**

**FOR**

**REPAIRS AND RENOVATIONS AT SEDIBENG PUBLIC LIBRARY**

**PROJECT TEAM**

***IN-HOUSE:***

***DEPARTMENTAL INFRASTRUCTURE UNIT***

ZANA BUILDING

CORNER OF HILL STREET AND HENRY STREET

BLOEMFONTEIN

9301

TEL: (051) 410 3600

E-MAIL: [mzwakali.s@sacr.fs.gov.za](mailto:mzwakali.s@sacr.fs.gov.za)



**FREE STATE PROVINCIAL GOVERNMENT  
DEPARTMENT OF SPORTS, ARTS, CULTURE AND RECREATION  
REPAIRS AND RENOVATIONS AT SEDIBENG PUBLIC LIBRARY.**

**DEPARTMENTAL INFRASTRUCTURE UNIT**

Zana Building

Corner of Hill Street and Henry Street

Bloemfontein

Contact:

Name: Sifanele

Telephone 064 800 5577

**Tenderer** .....

.....

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

.....

**Preferences claimed for :** (tick relevant boxes)

**EQUITY:**

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

**FUNCTIONALITY:**

- Experience**
- Expertise**
- Work Quality**



**FREE STATE PROVINCIAL GOVERNMENT**  
**DEPARTMENT OF SPORTS, ARTS, CULTURE AND RECREATION**  
**REPAIRS AND RENOVATIONS AT SEDIBENG PUBLIC LIBRARY.**  
**SCM - INFRA 02 / 2024**

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**THE TENDER**

**PART T1: TENDERING PROCEDURES**

**T1.1 - Tender Notice and Invitation to Tender**

**FREE STATE PROVINCIAL GOVERNMENT**

**DEPARTMENT OF SPORTS, ARTS, CULTURE AND RECREATION**

**REPAIRS AND RENOVATIONS AT SEDIBENG PUBLIC LIBRARY.**

**SCM - INFRA 02 / 2024**

**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 SEDIBENG 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

<b>PRICE</b> .....	<b>80 Points</b>
<b>SPECIFIC GOALS</b> .....	<b>20 Points</b>
<b>FUNCTIONALITY</b> .....	<b>45 Points</b>
Experience.....	20 Points
Expertise.....	13 Points
Work Quality.....	12 Points

***The functionality assessment will be done separately from the 80/20 preference points system. As indicated in the document, bidders will be disqualified if they fail to achieve the minimum threshold of 32 points of functionality.***

The physical address for the collection of tender documents is:

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



Documents may be collected during working hours after 09:00 on the 01<sup>st</sup> November 2024.

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

SCM queries relating to the issue of these documents may be addressed to Mr Masisi, cell phone number 066 474 7494, email: masisi@sacr.fs.gov.za. Technical queries relating to the issue of these documents may be addressed to Mr S. Mzwakali Cell phone number: 0648005577 e-mail: mzwakali.s@sacr.fs.gov.za

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

Date: **08<sup>th</sup> November 2024**

Time: **11H00**

Venue: 2853 Corner Caswell Koe-Koe & Kobus Louw, Gelukwaarts, Kroonstad 9503.

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



## **PART T1: TENDERING PROCEDURES**

### **T1.2 - Tender Data**

#### **FREE STATE PROVINCIAL GOVERNMENT**

#### **DEPARTMENT OF SPORTS, ARTS, CULTURE AND RECREATION**

#### **REPAIRS AND RENOVATIONS AT SEDIBENG PUBLIC LIBRARY.**

**SCM - INFRA 02 / 2024**

### **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](http://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 the tender are:**

#### **Tender Data**

#### **Clause Number**

T.1.1 The employer is the DEPARTMENT OF SPORTS, ARTS, CULTURE AND RECREATION, and 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: DEPARTMENT OF SPORTS, ARTS, CULTURE AND RECREATION

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 before the evaluation of submissions are eligible to submit tenders:

- a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3GB class of construction work; and
- b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria
  - i) The Department, following an interview with the management of the enterprise, is satisfied that the enterprise has the potential to develop and qualify to be registered in a higher contractor grading designation and
  - ii) The Department, following a risk assessment, is able to provide the necessary supportive measures required to enable the enterprise to execute the contract successfully.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. three contractors each have a contractor grading designation in the 3GB or Higher class of construction work;

T.2.12 No alternative tender offers will be considered

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



T.2.13.5

T2.15.1 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: **22 November 2024**

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

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

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

T.2.16 The tender offer validity period is 120 days

T.2.18 The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff employed to supervise the labor-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

T.2.23 The tenderer is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board and a copy of a Tax Pin issued by the South African Revenue Services.

Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

T.3.1 Tenders will be opened immediately after the closing time for tenders at:

DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION

Zana Building

Corner of Henry and Hill Street

Bloemfontein

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

The financial offer will be scored using Formula 2 (option 1) where the value of W1 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 W1 tender evaluation points will be awarded to tenderers who complete the referencing schedule and who are found to be eligible for the preference claimed.

Preference will be granted as follows:



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

PRICE .....	80 Points
B-BBEE.....	20 Points
FUNCTIONALITY.....	45 Points
Experience.....	20 Points
Expertise.....	13 Points
Work Quality.....	12 Points

The functionality assessment will be done separately from the 80/20 preference points system. As indicated in the document, bidders will be disqualified if they fail to achieve the minimum threshold of 32 points of functionality.

T3.2.2 Tender offers will only be accepted if:

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

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



## Annex: Standard Conditions of Tender

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

### F.1 General

#### F.1.1 Actions

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

#### F.1.2 Tender Documents

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

#### F.1.3 Interpretation

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

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

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

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

#### F.1.4 Communication and employer's agent

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



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

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

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

## **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

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

### **F.2.2 Cost of tendering**

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

### **F.2.3 Check documents**

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

### **F.2.4 Confidentiality and copyright of documents**

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

### **F.2.5 Reference documents**

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

### **F.2.6 Acknowledge addenda**

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



### **F.2.7 Clarification meeting**

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

### **F.2.8 Seek clarification**

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

### **F.2.9 Insurance**

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

### **F.2.10 Pricing the tender offer**

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

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

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

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

### **F.2.11 Alterations to documents**

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

### **F.2.12 Alternative tender offers**

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

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



### **F.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

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

### **F.2.15 Closing time**

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

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



### **F.2.16 Tender offer validity**

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

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

### **F.2.17 Clarification of tender offer after submission**

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

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

### **F.2.18. Provide other material**

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

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

### **F.2.19. Inspections, tests and analysis**

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

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

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

### **2.21 Check final draft**

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

### **F.2.22 Return of other tender documents**

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

### **F.2.23 Certificates**



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

### **F.3 The employer's undertakings**

#### **F.3.1 Respond to clarification**

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

#### **F.3.2 Issue Addenda**

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

#### **F.3.3 Return late tender offers**

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

#### **F.3.4 Opening of tender submissions**

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

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

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

#### **F.3.5 Two-envelope system**

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

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



### **F.3.6 Non-disclosure**

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

### **F.3.7 Grounds for rejection and disqualification**

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

### **F.3.8 Test for responsiveness**

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

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

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

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

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



### F.3.9 Arithmetical errors

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

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

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

### F.3.10 Clarification of a tender offer

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

### F.3.11 Evaluation of tender offers

#### F.3.11.1 General

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

Method 1: Financial offer	1) Rank tender offers from the most favorable to the least favorable comparative offer.  2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer.  2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for Preferencing.  3) Calculate total tender evaluation points.  4) Rank tender offers from the highest number of tender evaluation points to the lowest.



	<p>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.</p>
<p>Method 3: Financial offer and quality</p>	<p>1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data.</p> <p>2) Score tender evaluation points for financial offer.</p> <p>3) Calculate total tender evaluation points.</p> <p>4) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>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.</p>
<p>Method 4: Financial offer, quality and preferences</p>	<p>1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data.</p> <p>2) Score tender evaluation points for financial offer.</p> <p>3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for Preferencing.</p> <p>4) Calculate total tender evaluation points.</p> <p>5) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>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.</p>

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



### F.3.11.2 Scoring Financial Offers

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

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

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

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

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

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

where:

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

$P$  = the comparative offer of tender offer under consideration.

### F.3.12 Insurance provided by the employer

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

### F.3.13 Acceptance of tender offer

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

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

### F.3.14 Notice to unsuccessful tenderers

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



### **F.3.15. Prepare contract documents**

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

- 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 SPORTS, ARTS, CULTURE AND RECREATION**

#### **REPAIRS AND RENOVATIONS AT SEDIBENG PUBLIC LIBRARY.**

#### **SCM - INFRA 02 / 2024**

#### **T2.1 List of Returnable Documents**

The tenderer must complete the following returnable documents:

#### **1 Returnable Schedules required only for tender evaluation purposes**

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

#### **2 Other documents required only for tender evaluation purposes**

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

#### **3 Returnable Schedules that will be incorporated into the contract**

Preferencing Schedule (direct preferences)

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

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

#### **6 C1.2 Contract Data (Part 2)**

#### **7 C2.2 Bills of quantities**



**Record of Addenda to tender documents**

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

	<b>Date</b>	<b>Title or Details</b>
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
- 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
- an official of any municipality or municipal entity
- 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 an accounting authority of any national or provincial public 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
- 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
- an official of any municipality or municipal entity
- 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 an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature



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

\*insert separate page if necessary

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

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

Signed

Date

Name

Position

Enterprise name



**PART T2: RETURNABLE DOCUMENTS**

**T2.2 - Returnable Schedules**

**Certificate of Authority for Joint Ventures**

This Returnable Schedule is to be completed by joint ventures.

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

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



**sport, arts, culture & recreation**

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

		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.

	<b>Name and address of proposed Subcontractor</b>	<b>Nature and extent of work</b>	<b>Previous experience with Subcontractor.</b>

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

*Tenderer* \_\_\_\_\_



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.



**sport, arts, culture & recreation**

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

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Attach additional pages if more space is required.

Signed

Date

Name

Position

*Tenderer*



### Schedule of the Tenderer's Experience

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

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



Signed

Date

Name

Position

*Tenderer*

---

### Schedule of the Tenderer's Experience



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

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

Signed

Date

Name

Position

Tenderer



**Proposed amendments and qualifications**

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

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

Page	Clause or item	Proposal
------	----------------	----------

Signed

Date

Name

Position

*Tenderer*



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

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

**2 Conditions associated with the granting of preferences**

The tenderer who claims a preference, undertakes to:

- 1) not subcontract more than 25% of the contract price, unless such contracting is undertaken in terms of a preference claimed.
- 2) maintain a HDI / Youth or youth equity ownership of not less than that upon which the preference is based for the duration of the Contract, or in the case of a joint venture, ensure that the percentage of the contract value managed or executed by HDI's and Youth is not less than that upon which the preference is based;
- 3) accept the sanctions set out in Section 3 below should conditions 1 or 2 be breached;
- 4) complete sections 4 to 7 below as relevant;



- 5) enter into written subcontract agreements in accordance with the provisions of the Construction Industry Development Board's Best Practice Guideline D1: Subcontracting Arrangements; and
- 6) complete the Declaration with regard to Equity Ownership contained in section 5 below.
- 7) provide proof of registration for regional levies if a preference is claimed for being registered in the Free State Province.

**3 Sanctions relating to breaches of 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 / youth enterprise status or structure of the tendering entity**

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

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

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

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

**Non-joint ventures**

HDI equity ownership percentage of ..... %

Youth equity ownership percentage of ..... %

**Joint Ventures**

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

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

**5 Tender preferences claimed**

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

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



Category of preference	Percentage of maximum evaluation points provided for in the Preferential Procurement Policy Framework Act (Act 5 of 2000)	Preference claimed for Category of Preference (Y=yes)
<b><u>SPECIFIC GOALS:</u></b>	<b>20</b>	
<b><u>FUNCTIONALITY:</u></b>		
Experience	<b>20</b>	
Expertise	<b>13</b>	
Work Quality	<b>12</b>	
Having a CIDB Contractor grading designation of a <b>3GB or higher</b>		
SMME status  Micro  Very small  Small  Medium		
Undertaking to subcontract the following to registered contractors:  40% of the contract price  30% of the contract price  10% of the contract price		
Having a head office in Free State Province		



**6 Declaration with regard to equity ownership**

6.1 How long has the Company been in existence? .....

6.2 Describe principal business activities:

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

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

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

6.4 In the case of a person with a disability:

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



**7 SMME criteria**

Provide the following information:

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

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

Signature : .....

Name : .....

Duly authorized to sign on behalf of : .....

Telephone : .....

Fax : .....

Date : .....



**THE CONTRACT**

**PART C1: AGREEMENT AND CONTRACT DATA**

**C1.1 - Form of Offer and Acceptance**

**FREE STATE PROVINCIAL GOVERNMENT**

**DEPARTMENT OF SPORTS, ARTS, CULTURE AND RECREATION**

**REPAIRS AND RENOVATIONS AT SEDIBENG PUBLIC LIBRARY.**

**SCM - INFRA 02 / 2024**

**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:

**REPAIRS AND RENOVATIONS AT SEDIBENG PUBLIC LIBRARY.**

**SCM - INFRA 02 / 2024**

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

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

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

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

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

Signature ..... Date .....

Name .....

Capacity .....



**for the tenderer**

(Name and .....

address of organization) .....

Name and signature of witness .....

**Acceptance**

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

The terms of the contract, are contained in:

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

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

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

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

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



Signature ..... Date .....

Name .....

Capacity .....

**for the Employer DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION**

**Corner of Hill and Henry Street,**

**Zana Building**

**Bloemfontein**

Name and .....

signature

of witness ..... Date .....

**Schedule of Deviations**

1 Subject .....

Details .....

.....

2 Subject .....

Details .....

.....

3 Subject .....

Details .....

.....

4 Subject .....

Details .....

.....

5 Subject .....

Details .....

.....

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

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



## **PART C1: AGREEMENT AND CONTRACT DATA**

### **C1.2 - Contract Data**

#### **FREE STATE PROVINCIAL GOVERNMENT**

#### **DEPARTMENT OF SPORTS, ARTS, CULTURE AND RECREATION**

#### **REPAIRS AND RENOVATIONS AT SEDIBENG PUBLIC LIBRARY.**

#### **SCM - INFRA 02/ 2024**

### **C1.2 Contract Data**

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

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

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

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

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

#### **Clause Additions, deletions and alterations**

- 1.1 Replace the following definitions in **DEFINITIONS AND INTERPRETATIONS** with the following wording:

**AGREEMENT** means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.

**BILLS OF QUANTITIES** means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data.

**CONSTRUCTION PERIOD** means the period commencing on the date that the Agreement made in terms of the Offer and Acceptance comes into effect and ending on the date of practical completion.

**CONTRACT DOCUMENTS** means the Agreement and all documents referenced therein.

**CONTRACT DRAWINGS** means the drawings listed in the Scope of Work.

**CONTRACT SUM** means the total of prices in the Form of Offer and Acceptance.



**SCHEDULE** means the variables listed in the Contract Data.

- 1.6.4 Delete sub-clause 1.6.4
- 3.5 Delete sub-clause 3.5
- 3.6 Delete sub-clause 3.6.
- 3.9 Delete sub-clause 3.9
- 3.10 Delete sub-clause 3.10
- 15.1.1 Delete sub-clause 15.1.1
- 21 Replace sub-clauses 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:  
  
The **contractor** and **principal agent** shall appoint a **selected subcontractor** in accordance with the provisions of the Scope of Work.
- 30.1 Replace reference to 36.3 at end of a sentence with 36.0
- 31.12 Delete "Payment shall be subject to the **employer** giving the **contractor** a **tax** invoice for the amount due."
- 32.12 Delete sub-clause
- 34.13 Delete the words in sub-clause 34.13 "subject to the **employer** giving the **contractor** a **tax** invoice for the amount due"
- 40.0 Delete in the Substitute Provisions (41.0 State Clauses) clause 40.2.1, 40.2.2 and 40.3/4/5/6 and replace with the following:  
(41)
  - 40.1# Should any dispute between the **employer**, his **agents** or **principal agent** on the one hand and the contractor on the other arises out of this **agreement**, such dispute shall be referred to adjudication
  - 40.2# Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4.



40.3# If provided in the **schedule**, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.

40.4# If the **schedule** provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.

- 12.1 (41.0) Delete 12.1 in the Substitute Provisions (41.0 State Clauses) so that the provisions of 12.1 apply to the **state** and replace "**contractor**" in clause 10.1 in the Substitute Provisions (41.0 State Clauses) with "The party responsible in terms of 12.1"
- 12.2 (41.0) Amend the first part of the first sentence in clause 12.2 of the Substitute Provisions (41.0 State Clauses) to read "Where the **contractor** is responsible for insurances, the **contractor** shall ....."
- 11.1 (41.0) Delete clause 11.1 in the Substitute Provisions (41.0 State Clauses) so that the provisions of 11.1 apply to the **state**.
- 41.0 Delete the definitions for **CONSTRUCTION PERIOD** and **INTEREST** in clause 41.1.3 in the substitute provisions (Clause 41.0 State Clauses)
- 41.0 Delete in the **state** clauses sub-clauses 31.11.1 and 31.11.2. Sub-clause 31.11.1 of the non-**state** clauses will apply to the **contract**
- 41.0 Delete in the **state** sub-clause 10.3. Sub-clause 10.3 of the non-**state** clauses will apply to the **contract**
- 41.0 Add sub-clause 32.15 and 34.3 to 5.1.2
- 41.0 Add in the following clause to 41.0

Notwithstanding any clause to the contrary, on cancellation of this agreement either by the **employer** or the **contractor**, or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a stated date and withdraw himself from the **site**. The contractor shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.



## Part 1: Contract Data Completed by the Employer

- | Clause | Item and data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 42.1   | <b>CONTRACTING AND OTHER PARTIES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 42.1.1 | The Employer is the Department of Sports, Arts, Culture and Recreation, Free State Provincial Government                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| [1.2]  | The Employer's address is: <b>Corner of Hill Street and Henry Street, Bloemfontein.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|        | Telephone: <b>051-410-3679</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|        | Facsimile: <b>086-266-1683</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|        | Address (physical): <b>Zana Building, 54 Henry Street, Bloemfontein</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|        | Address (postal): <b>Private Bag X20606, Bloemfontein,9301</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 42.2   | Contact Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 42.2.1 | The <b>Works</b> comprise REPAIRS AND RENOVATIONS AT SEDIBENG PUBLIC LIBRARY.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 42.2.2 | The <b>Site</b> comprises <b>the existing premises. The tenderer should familiarize himself with the site before pricing the document.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|        | The Employer is an organ of <b>State</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 42.2.  | <ul style="list-style-type: none"><li>• 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.</li><li>• Lateral support insurance is <b>not</b> to be effected by the <b>contractor</b></li><li>• Payment will be made for materials and goods</li><li>• Dispute determinations shall be by arbitration</li><li>• Extended <b>defects</b> liability period will apply to the following elements:<ul style="list-style-type: none"><li>○ General building work: 3 months</li><li>○ Electrical installation : 12 months unless stated otherwise</li><li>○ Civil works : 12 months unless stated otherwise</li></ul></li></ul> |
|        | 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 <b>site</b> is to be given within three days after the contractor provided the employer with the construction guarantee in accordance with the provisions of 14.0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |



42.2.4 The works will commence after the **contractor** takes possession of the site, which is **7 working days**.

[41.0] For the **works** as a whole:

31.11. The date for **practical completion** is 3 (THREE) MONTHS AFTER THE DATE OF  
2 ACCEPTANCE INCLUSIVE OF ALL STATUTORY AND BUILDER'S HOLIDAYS

*The calendar-day penalty is R 1420.00 (One Thousand Four hundred and Twenty Rands).*

[11.2]

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

40.2.2

26.1.2

42.2.5

[15.2.  
1]

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

[1.2]

42.3 Insurances

42.3.1 Contract insurance to be effected by the contractor

[10.1,  
10.2,1  
2.1]

Contract works insurance is to be effected by the **contractor** for a sum not less than the **contract sum** with a deductible in an amount that the **contractor** deems appropriate.

42.3.1

[10.1,  
10.2,1  
2.1]



- 42.3. The supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association.
- 42.3.3 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.
- [11.1
- 42.3.4 **Support insurance to be effected by the contractor for the sum of .....N/A.....with a deductible in an amount that the contractor deems appropriate.**
- 11.2,
- 12.1
- 42.4 Documents
- 42.4.1 A waiver of the **contractor's** lien or right of continuing possession is required.
- 42.4. Three copies of the construction document are to be supplied to the **contractor** free of charge.
- 42.4.3 Bills of Quantities/lump sum documents schedule of rates is drawn up in accordance with Standard System of Measurement Building Work – 1999 edition
- 42.4.4
- 42.4.5 Bills of quantities/lump sum document are to be submitted with this tender. JBCC Engineering General Conditions **are not** to be included in the contract document.
- 42.4.6 **The contract value will be adjusted using CPAP indices.**
- [31.5.3 Where applicable the base month for the application of CPAP is the month in which the tender closed.]
- [31.3] There is no latest day of the month for the issue of an interim payment certificate.
- 14.5 The employer will not provide advanced payments against an advanced payment guarantee
- 14.2 The **construction guarantee** is to be a fixed guarantee in an amount of 10% of the contract sum.
- and
- 14.4

**Part 2: Contract Data completed by the Contractor**

**Clause Item and data**

1.2 The name of the Contractor is. ....

The address of the contractor is:

Telephone: .....

Facsimile: .....

Address (physical): .....

.....

.....

Address (postal): .....

.....

.....



**PART C1: AGREEMENT AND CONTRACT DATA**

**C1.3 - Construction Guarantee**

**FREE STATE PROVINCIAL GOVERNMENT**

**DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION**

**REPAIRS AND RENOVATIONS AT SEDIBENG PUBLIC LIBRARY.**

**SCM - INFRA 02 / 2024**

**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 .**

Contractor means .....

Works means **REPAIRS AND RENOVATIONS AT SEDIBENG PUBLIC LIBRARY TENDER NO: SCM - INFRA 02 / 2024**

Site means **ON THE PREMISES: 2853 CORNER CASWELL KOE-KOE & KOBUS LOUW, GELUKWAARTS, KROONSTAD, 9503.**

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 suretyship.

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 entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.

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

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

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



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

Signed at ..... Date .....

Guarantor's Signatory 1 ..... Guarantor's Signatory 2 .....

Witness 1 ..... Witness 2 .....

Guarantor's seal or stamp



**PART C1: AGREEMENT AND CONTRACT DATA**

**C1.4 - Adjudicator's Contract**

**FREE STATE PROVINCIAL GOVERNMENT**

**DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION**

**REPAIRS AND RENOVATIONS FOR SEDIBENG PUBLIC LIBRARY.**

**SCM - INFRA 02 / 2024**

**ADJUDICATOR'S CONTRACT**

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

This agreement is made on the ..... Day of ..... Between:

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

of .....

.....  
(address) and

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

of .....

.....  
(address)

(the Parties) and ..... (name)

of .....

..... (address)

(the Adjudicator).

Disputes or differences may arise/have arisen\* between the Parties under a Contract dated . .

..... and known as .....

.....



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

\* Delete as necessary

**IT IS NOW AGREED** as follows:

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

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

SIGNED  
by:

Name: \_\_\_\_\_

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

SIGNED by:

Name: \_\_\_\_\_

who warrants that he / she is duly authorized to sign for and 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**  
PROVIDE

DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION TO  
INFORMATION



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

\* Delete as necessary



## **THE CONTRACT**

### **PART C2: AGREEMENT AND CONTRACT DATA**

#### **C2.1 - Pricing Instructions**

#### **FREE STATE PROVINCIAL GOVERNMENT**

#### **DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION**

#### **REPAIRS AND RENOVATIONS FOR SEDIBENG PUBLIC LIBRARY.**

#### **SCM - INFRA 02 / 2024**

##### **C2.1 Pricing Instructions**

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



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



## BILL OF QUANTITIES

TEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>BILL 1: PRELIMINARIES</b>				
	<b>SECTION NO.1</b>				
	<b>NOTES</b>				
	The agreement is to be the JBCC Series 2000 Principal Building Agreement prepared by the Joint Building Contracts Committee, Edition 4.1, March 2005.				
	The preliminaries are to be the JBCC Series 2000 Preliminaries prepared by the Joint Building Contracts Committee, code 2103, May 2005, and shall be deemed to be incorporated herein.				
	Tenderers are referred to the above mentioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary.				
	Where standard clauses or alternatives are not entirely applicable to this contract, such modifications, corrections or supplements as will apply are given under each relevant clause heading.				
	Where any item is not relevant to this specific contract, such item is marked N/A (signifying "Not Applicable").				
	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.				
	<b>SECTION A: PRINCIPAL BUILDING AGREEMENT</b>				
	<b>Definitions (A1)</b>				
1	Definitions and interpretation (Clause 1). F:..... V:..... T:.....	Item			
	<b>Objective (A2)</b>				
2	Offer and acceptance and performance (Clause 2). F:..... V:..... T:.....	Item			
	<b>Preparation (A3 - A14)</b>				
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			
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			
	<b>Carried to collection</b>				
	<b>Execution (A15 - A23)</b>				
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			
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			
	<b>Carried to collection</b>				
	<b>Completion (A24- A30)</b>				
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			
	<b>Payment (A31 - A35)</b>				
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			



	<b>Cancellation (A36 - A39)</b>				
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			
	<b>Carried to collection</b>				
	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			
	<b>Carried to collection</b>				
	<b>CONTRACTING AND OTHER PARTIES</b>				
	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. Contact Details: 064 800 5577				
	<b>42.2 CONTRACT DETAILS</b>				
	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.				
	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				
	<b>42.3 INSURANCES</b>				
	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				
	<b>42.4 DOCUMENTS</b>				
	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.				
	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)				
	<b>SECTION B: PRELIMINARIES</b>				
	Definitions (B1):				
43	Definitions and interpretation (B1) F:.....V:..... T:.....	Item			



	<b>Carried to collection</b>				
	<b>Documents (B2):</b>				
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. 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			
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			
	<b>The Site (B3)</b>				
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 herewithF:.....V:.....T:.....	Item			
53	Existing premises occupied (B3.4) (YES) F:.....V:..... T:.....	Item			
54	Previous work - dimensional accuracy (B3.5) F:.....V:..... T:.....	Item			



55	Previous work - defects (B3.6) F:.....V:..... T:.....	Item			
56	Services - known (B3.7) Existing services and points of connection are unknown. F:.....V:..... T:.....	Item			
57	Services - unknown (B3.8) F:.....V:..... T:.....	Item			
58	Protection of trees (B3.9) F:.....V:..... T:.....	Item			
59	Articles of value (B3.10) F:.....V:..... T:.....	Item			
60	Inspection of adjoining properties (B3.11) F:.....V:..... T:.....	Item			
	<b>Carried to collection</b>				
	<b>Management of contract (B4)</b>				
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			
64	Technical meetings (B4.4) F:.....V:..... T:.....	Item			
65	Labour and plant records (B4.5) F:.....V:..... T:.....	Item			
	<b>Samples and shop drawings (B5)</b>				
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			



	<b>Temporary works and plant (B6)</b>			
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		
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		
	<b>Carried to collection</b>			
	<b>Temporary Services (B7)</b>			
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		
	<b>Prime cost amounts (B8)</b>			
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		
84	Special Attendance (B9.2) F:.....V:..... T:.....	Item		
85	Commissioning - fuel, water and power (B9.3) F:.....V:..... T:.....	Item		



	<b>Carried to collection</b>				
	<b>Financial Aspects (B10)</b>				
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			
	<b>General (B11)</b>				
90	Protection of the Works (B11.1) F:.....V:..... T:.....	Item			
91	Protection/isolation of existing/sectionally occupied works (B11.2) F:.....V:..... T:.....	Item			
92	Site security (B11.3) F:.....V:..... T:.....	Item			
93	Notice before covering work (B11.4) F:.....V:..... T:.....	Item			
94	Disturbance (B11.5) F:.....V:..... T:.....	Item			
95	Environmental disturbance (B11.6) F:.....V:..... T:.....	Item			
96	Works cleaning and clearing (B11.7) F:.....V:..... T:.....	Item			
97	Vermin (B11.8) F:.....V:..... T:.....	Item			
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			
	<b>Carried to collection</b>				



<b>Schedule of Variables (B12)</b>					
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).				
	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				
	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			
	<b>Carried to collection</b>				
	<b>SECTION C: SPECIFIC PRELIMINARIES</b>				
	<b>Section C: Specific Preliminaries:</b>				
104	Proprietary branded products The contractor shall take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturer's instructions after consultation with the manufacturer's authorised representative. F:..... V:..... T:.....	Item			
105	Overtime Tenderers will be allowed to work two shifts in order to meet the completion date. Any costs associated with this requirement will be priced under this item Should overtime be required to be worked for any other reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorised in writing, prior to the execution thereof, that costs for such overtime are to be borne by the employer. F:..... V:..... T:.....	Item			
106	As built drawings The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records. F:..... V:..... T:.....	Item			
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	<p>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:.....</p>	Item			
109	<p>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:.....</p>	Item			
110	<p>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:.....</p>	Item			
111	<p>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</p>	Item			
112	<p>Note: The CLO's rate of remuneration shall be R170 per working day F:.....V:..... T:.....</p>	Item			



113	<p>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.</p>	Item			
	<b>Health and Safety:</b>				
114	<p>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).</p>	Item			
	<b>Carried to collection</b>				



	<b>SECTION NO. 1</b>				
	<b>BILL NO. 1</b>				
	<b>PRELIMINARIES</b>				
	<b>COLLECTION</b>				
		Page No			Amount
	Total Brought Forward from Page No	83			
		84			
		86			
		87			
		89			
		91			
		93			
		94			
		96			
		98			
		101			
	<b>Carried to final Summary</b>				R

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b><u>BILL 2: ALTERATIONS</u></b>				
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>				
	<b><u>View site</u></b>				
	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 inferior or damaged materials will be entertained.	Note			



<p>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 will be entertained in the event of any unforeseen difficulties arising during the execution of the contract that a thorough investigation of the site and specifications could have foreseen.</p>	<p>Note</p>			
<p>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. He /She 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.</p>	<p>Note</p>			
<p>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.</p>	<p>Note</p>			
<p>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.</p>	<p>Note</p>			



	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			
	<b><u>REMOVAL OF EXISTING CEILINGS, PARTITIONING AND FLOORING</u></b>				
	<b><u>Taking down and removing ceilings, partitioning, and flooring, etc:</u></b>				
1	Gypsum ceilings including cornices, cover strips, etc.	m2	328		
2	Existing vinyl tiles including preparing the floor to receive new tiles (elsewhere measured).	m2	672		
3	Existing carpet tiles including preparing the floor to receive new tiles (elsewhere measured).	m2	33		
	<b><u>REMOVAL OF EXISTING CIRCULATION DESK.</u></b>				
4	Removal of existing circulation desk and prepare to receive new (elsewhere measured).	Item	1		
	<b><u>REMOVAL OF EXISTING JOINERY</u></b>				
	<b><u>Take out and set aside existing built in cupboard and sink from brickwork and set aside for re-use. Make good as necessary:</u></b>				
5	Timber built in cupboard not exceeding 5m <sup>2</sup> .	No	1		
6	Timber sink unit including removing sink, disconnecting services and permanently stopping off.	No	1		



	<b>REFIXING OF EXISTING JOINERY PREVIOUSLY SET ASIDE FOR RE-USE</b>				
7	Timber built in cupboard not exceeding 5m <sup>2</sup> .	No	1		
8	Timber sink unit including removing sink, disconnecting services and permanently stopping off.	No	1		
	<b>REMOVAL OF EXISTING SANITARY FITTINGS</b>				
	<i>Carefully taking out and setting aside sanitary fittings for re-use (elsewhere measured):</i>				
9	Vitreous china WC suite.	No	2		
10	Vitreous china double wash hand basin.	No	2		
	<b>REMOVAL OF EXISTING DOORS</b>				
11	Remove existing double door and prepare to receive new (elsewhere measured).	No	1		
	<b>DOORS</b>				
12	Supply and install new Swartland Winsters or similar approved weatherboard double timber door size 1612 x 2032mm	No	1		
	<b>REMOVAL OF BROKEN ROOF TILES</b>				
13	Removal of broken roof tiles	m2	250		
14	Replace broken tiles with new concrete roof tiles (to match existing).	m2	250		
	<b>Carried to summary</b>				



ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>BILL 3: PLUMBING</b>				
	<b>SANITARY FITTINGS</b>				
	<b><u>Wash hand basins fixed complete and connected to services:</u></b>				
1	Vaal Springbok (Code 7031) or other approved 550 x 400mm wash hand basin, two 15mm chromium plated pillar taps with star pattern handles, 32mm chromium plated waste union, vulcanite plug and chain, wall hung with two Vaal (code 8118Z0) semi-concealed cast iron brackets.	No	2		
	<b><u>TAPS</u></b>				
2	Supply and install Plastic garden hose bib tap.	No	2		
	<b><u>WC suites fixed complete in position and connected to services:</u></b>				
3	WC suite comprising white vitreous china pan with P or S trap, 11 litre Shires Lynx or other approved low-level black or white Duranite cistern complete with valveless syphonic fitting, ball valve, matching flush pipe and heavy duty white double flap seat and cover.	No	5		
	<b>REFIXING OF SANITARY FITTINGS PREVIOUSLY SET ASIDE FOR RE-USE</b>				
	<b><u>Refixing of sanitary fittings complete in position and connected to services:</u></b>				
4	Vitreous china WC suite.	No	2		
5	Vitreous china double wash hand basin.	No	2		



	<b>RAINWATER DISPOSAL</b>				
	<b><u>0,6mm Thick galvanised sheet iron eaves gutter including brackets:</u></b>				
6	100mm half round eaves gutter.	m	202		
7	Extra over 100mm half round eaves gutter for stopped end.	No	10		
	<b><u>0.7mm Baked enamel aluminium downpipe including holderbats:</u></b>				
8	76 x 64mm Rainwater pipe.	m	14		
	<b>Carried to summary</b>				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b><u>BILL 4: MECHANICAL WORK</u></b>				
	<b>AIR-CONDITIONING INSTALLATION</b>				
	<b><u>Descriptions of equipment such as window/wall unit and split airconditioning units shall be deemed to include all necessary and appropriate:</u></b>				
	(i) interconnecting insulated refrigerant piping and electrical wiring, drain piping, refrigerant charges, connections to electrical supply, and	Note			
	(ii) supply and return air plenums, diffusers and grilles, fitters, metal or PVC trunking, insulated ducting, controls, supports, mounting brackets, vibration isolators, painting, etc.	Note			
	<b><u>Standards:</u></b>				
	1. The installation of new equipment shall be carried out in strict accordance with:	Note			



1.1 The National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977).	Note			
1.2 The SABS Code of Practice 0400 for the Application of the National Building Regulations.	Note			
1.3 The Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).	Note			
1.4 SABS Code of Practice SABS 0142 for the Wiring of Premises.	Note			
1.5 SABS Code of Practice 0147 for Refrigeration Systems including Plants associated with Air conditioning Systems.	Note			
1.6 SABS Code of Practice 0173 for the Installation, Testing and Balancing of Air conditioning Duct Work.	Note			
1.7 SABS Specification 1125 for Room Air Conditioners and Room Heat Pumps.	Note			
1.8 SABS Specification 1238 for Air conditioning Duct Work.	Note			
1.9 SABS Specification 1424 for Filters for use in Air conditioning and General Ventilation.	Note			
1.10 SABS ISO 5151 for Testing and Performance Rating of Non-ducted Air conditioners and Heat Pumps.	Note			
1.11 SABS IEC 60335-2-4 Part 2 for Safety of Electrical Heat Pumps, Air conditioners and De-humidifiers.	Note			



	2. The Contractor shall provide all guards and protective devices, etc. and arrange for all inspections, tests, certificates, etc. necessary to comply with the abovementioned Acts, Codes of Practice, Specifications, etc.	Note			
	3. All electrical work is to be carried out by a registered electrician.	Note			
	<b><u>Wall mounted air conditioners and wall mounted heater:</u></b>				
1	Supply and install Fravega or similar approved 9000 BTU inverter split, remote controlled, heating and cooling including all necessary pipework + - 6m long pipes.	No	1		
2	Supply and install Fravega or similar approved 12000 BTU inverter split, remote controlled, heating and cooling including all necessary pipework + - 6m long pipes.	No	2		
3	Supply and install Fravega or similar approved 24000 BTU inverter split, remote controlled, heating and cooling including all necessary pipework + - 6m long pipes.	No	4		
4	Taurus or similar approved heater wall mount white 2 heat settings 1000 - 2000W	No	1		
5	Supply and install security cages for the above mentioned air conditioner outdoor unit, fit in properly to an appropriate size. And leave it in a perfect working condition.	No	7		
	<b>Carried to summary</b>				



ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b><u>BILL 5: ELECTRICAL WORK</u></b>				
	-				
	<b>MAINTENANCE</b>				
	Note: All work must comply with SABS 0142: Electrical Installation Wiring Systems: The Wiring of Premises.				
	<b><u>Existing Meter Boxes:</u></b>				
1	Replace door to outdoor meter box including replacing brass hinges and door catch.	No	1		
	<b><u>LIGHT FITTINGS</u></b>				
	<b><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></b>				
2	100W (LED), wall mounted outdoor lights	No	10		
3	Spot lights 60W (LED)	No	6		
4	Outdoor Decorative down lights	No	5		
5	Brightstar or similar approved LED ceiling light	No	17		
6	1200mm LED fluorescent lights	No	90		
	<b><u>SOCKET OUTLETS (PLUGS)</u></b>				
7	Replace damaged socket outlet (plugs) with new 16Amp single socket outlet 100mm x 100mm complete with cover plate	No	10		
8	Replace damaged socket outlet (plugs) with new 16Amp double socket outlet 100mm x 100mm complete with cover plate	No	15		



	<b><u>LIGHT SWITCH</u></b>				
9	Replace damaged light switch with new 2 lever switch complete with cover plate 5Amp	No	12		
10	Replace damaged light switch with new 4 lever switch complete with cover plate 5Amp	No	10		
	<b><u>CERTIFICATE OF COMPLIANCE</u></b>				
11	Contractor to provide a Certificate of Compliance (COC) once the service has been completed.	Item	1		
	<b>Carried to summary</b>				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b><u>BILL 6: HEALTH AND SAFETY</u></b>				
	<b>HEALTH AND SAFETY COSTING FOR MAINTENANCE PROJECTS</b>				
	Compensation procedure is to ensure that the appointed Contractors, Sub Contractors appointed by the Department of Sports, Arts, Culture and Recreation comply with the Construction Regulation 2014 5(1)(g), and related South African National Standards. This procedure will ensure that the contractors, sub-contractor, and suppliers' carry out all the activities in a safe manner on all Maintenance Construction Projects undertaken on Public Facilities.	Note			



	<b>Compensation will be paid for:</b>				
	Compiling of Health and Safety file to legislation requirements and submits to Health and Safety Officer to Assess and approve Health and Safety File.	Note			
	Weekly on-site Risk Assessments and Submitting to Chief Artisan on Site or Works Inspector.	Note			
	Provision of all necessary PPE and Safety Equipment to Contractors Employees.	Note			
	<b>Legal references for Health and Safety files and adherence:</b>	Note			
	OHS Act 85 of 1993				
	Construction Regulation 2014				
	General Safety Regulation				
	SANS 10085				
1	Health and Safety Compensation and compliance on site	Item	1		
	<b>Failure of contractors to comply will lead to termination of project and reporting of such Contractors to Department of Labour. No compensation will be paid if not complying.</b>	Note.			
	<b>Carried to summary</b>				



ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>BILL 7: PAINTWORK</b>				
	<b>ON PREVIOUSLY PAINTED METAL</b>				
	Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal.				
	<b><u>Clean down and apply one undercoat and one finishing coat of high gloss enamel paint on existing enamel painted steel:</u></b>				
1	Palisade fence (both sides measured)	m2	468		
2	On door frames	m2	8		
3	On window frames	m2	20		
4	On burglar bars and stone guards	m2	30		
5	On eaves gutters	m2	61		
6	On rainwater downpipes not exceeding 300mm girth	m2	6		
	<b>ON PREVIOUSLY PAINTED WOOD</b>				
	<b><u>Prepare and stop with tinted stopping and apply three coats of Spick and Span Woodcoat Clear Suede or other approved matt polyurethane finish, including burnishing with steel wool between coats on wood:</u></b>				
7	Doors.	m2	38		
8	General surfaces.	m2	80		
9	Frames and linings.	m2	10		
10	Skirtings	m	250		
11	On roof timbers at eaves and verges	m2	150		



	<b>ON PLASTER, ETC.</b>				
	<b><u>Prepare and apply one under coat and two finishing coats of interior quality PVA emulsion paint as SABS Specification 1586 Grade 1 of semi-gloss designation on:</u></b>				
12	Plastered walls internally.	m2	325		
13	Previously painted columns externally	m2	115		
14	Gypsum plasterboard ceilings, cover strips, cornices, etc., internally and externally including priming and stopping up nail heads.	m2	698		
15	General surfaces.	m2	20		
	<b><u>Clean down with 10% solution of spirit of salts and wire brush, rinse thoroughly with clean water and apply two coats Plascon or similar approved Thermoplastic Brick Dressing on:</u></b>				
16	Facebrick walls with satin finish.	m2	700		
	<b><u>Prepare and apply two coats of natural stone sealer as SABS specification on:</u></b>				
16	Quarry tiles (Wall Cladding)	m2	160		
	<b>Carried to summary</b>				



ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>BILL 8: METAL WORK</b>				
	<b>METALWORK</b>				
	<b>Burglar guards</b>				
	Supply and install stone guard burglar bars to existing windows.				
1	Window size 2500 x 1000mm	No	1		
2	Window size 1000 x 1000mm	No	1		
3	Window size 3500 x 1000mm	No	1		
4	Window size 1000 x 2000mm	No	1		
5	Window size 500 x 500mm	No	10		
	<b>RETRACTABLE SECURITY GATES AND SCREENS</b>				
	Trellidor or equally approved				
6	Supply and install security "slamlock" gate size 1800 x 2150mm high	No	1		
	<b>WHITE BOARD</b>				
7	Supply and install Parrot or similar approved magnetic whiteboard size 3000 x 1200mm	No	5		
8	Supply Parrot products or similar approved 6 x Bullet tip white board markers - assorted.	No	50		
9	Supply a Parrot product or similar approved white board eraser and white board cleaning fluid.	No	3		



	<b>TOPS, SHELVES, DOORS, MIRRORS, ETC.</b>				
	<b><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></b>				
10	Mirror 600 x 600mm high with four screws.	No	6		
11	Supply and install built-in book shelves size 2000 x 2000mm (match existing)	No	8		
	<b><u>LIBRARY NAME</u></b>				
12	Supply and fix on brickwork library name: SEDIBENG	No	1		
	<b>Carried to summary</b>				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>BILL 9: FLOOR COVERING</b>				
	<b><u>TILING</u></b>				
	<b><u>WALL TILING</u></b>				
	<b><u>152 x 152 x 5mm First quality, white glazed, cushion edged, ceramic tiles fixed with an approved adhesive to plastered walls:</u></b>				
1	Staff Kitchen.	m2	3		
	<b><u>VINYL FLOOR COVERINGS</u></b>				
	<b><u>300 x 300 x 2,0mm Marleyflex or other approved vinyl tiles on floors:</u></b>				
2	Foyer	m2	72		
3	Activity Hall	m2	81		
4	Main Library	m2	480		
5	Staff Kitchen	m2	23		
6	New Toilets	m2	8		



	<b>SKIRTINGS</b>				
7	Wrought Meranti				
8	19 x 70mm Skirting nailed	m		286	
9	19mm quadrant bead nailed	m		286	
	<b>ANTI-SLIP TAPE/STRIP</b>				
10	Anti-slip safety ramp tape.	m		10	
	<b>CARPET TILES</b>				
	<b><i>500 x 500 x 8mm Thick Van Dyck Graveltex or other approved enduroback carpet tiles laid with an approved adhesive:</i></b>				
11	On floors.	m2		33	
	<b>Carried to summary</b>				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>BILL 10: CEILINGS &amp; PARTITIONS</b>				
	<b>NAILED UP CEILINGS</b>				
	<b><i>6,4mm Thick Gypsum plasterboard ceilings with 9 x 45mm wrought meranti cover strips over joints:</i></b>				
1	Ceilings including 38 x 50mm sawn softwood brandering at 450mm centres in one direction.	m2	328		
	<b>TOILET PARTITIONS</b>				



	<b>Note:</b>				
	All toilet partitions are to be manufactured in a one-piece construction. No horizontal or vertical will be permitted.				
	<b><u>Vitraflex" or similar approved toilet partitioning with 20mm thick vitreous enamelled steel sheet faced particle board bonded panels and natural anodised aluminium edging and top rails including fixing components and standard ironmongery comprising of indicator bolts, coat hooks/door stops and anti-theft chrome plated single toilet roll holders.</u></b>				
2	Partition 1200 x 2000mm high	No	5		
3	Full stile 200 x 2000mm high	No	8		
4	Wall stile 105mm wide x 2000mm high	No	5		
5	End stile 140mm wide x 2000mm high	No	6		
6	Door 794 x 1800mm high	No	7		
7	Supply and install urinal divider	No	1		
	<b><u>PELMETS AND CURTAIN TRACKS</u></b>				
	<b><u>Aluvert or other approved vertical louvre blinds on milled finish aluminium track, wall mounted or soffit fixed to manufacturers specification to:</u></b>				
8	Window size 500 x 2000mm high.	No	2		
9	Window size 1000 x 1000mm high.	No	1		
10	Window size 2000 x 1000mm high.	No	7		
11	Window size 4000 x 1000mm high.	No	1		
12	Window size 2000 x 5000mm high.	No	1		
13	Window size 3500 x 2000mm high.	No	3		
14	Window size 2500 x 2000mm high.	No	10		
	<b>Carried to summary</b>				



ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>BILL 11: WATERPROOFING</b>				
	-				
	Waterproofing to roofs shall be laid to even falls to outlets etc. with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn ups and turn downs not exceeding 300mm girth.	Note			
	Waterproofing of roof shall be laid under a ten year guarantee and such guarantee is to be provided by the appointed contractor.	Note			
	Waterproofing to roofs, basements, etc. to comply with SABS 021 as applicable.	Note			
	The whole concrete roof area to be waterproofed, full-bore outlets and rainwater downpipes in the concrete columns must be cleaned and unblocked.	Note			
	All holes in the roof drilled by previous electricatal and mechanical contractors must be plugged and sealed with an approved ABE product	Note			
	Prepare and thoroughly clean all surfaces to receive new waterproofing including removing all loose contaminants.	Note			
1	Apply 2 coats ABE SILVACOAT in strict accordance with manufacturers specifications to the tiled roof area:	m2	1231		



	<b>Carried to summary</b>				
<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>
	<b><u>BILL 12: MASONRY</u></b>				
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>				
	<b><u>Brick work</u></b>				
	<b><u>Size and description</u></b>				
	Where sizes in descriptions are given in brick units, One brick shall represent length and Half brick the width of a brick.	Note			
	<b><u>Face bricks</u></b>				
	Bricks shall be ordered timeously to obtain uniformity in size and colour	Note			
	<b><u>Pointing</u></b>				
	Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc.	Note			
	<b><u>FACEBRICK</u></b>				
	<b><u>Facebrick pointed with recessed horizontal and vertical joints.</u></b>				
1	Half brick wall in Soldier bond pointed both sides (to match existing)	m2	8		
	<b><u>BRICKWORK</u></b>				
	<b><u>Brickwork of NFX bricks (14Mpa nominal comprehensive strength) in class II mortar</u></b>				
2	Half brick walls	m2	4		



	<b>INTERNAL PLASTER</b>				
	<b><u>One coat 5:1 cement plaster on brickwork:</u></b>				
3	On walls.	m2	8		
	<b><u>WALL CLADDING</u></b>				
4	Supply and install ceramic slate tiles rich autumn in various sizes including mortar bed or backing with quarry grout dove grey and suitable adhesive on 8mm sure stip spacers.	m2	160		
5	Apply natural stone sealer	m2	160		
	<b>Carried to summary</b>				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b><u>BILL 13: PROVISIONAL SUMS</u></b>				
	Note: All provisional sums are for further application for delivery to site of all articles concerned.	Note.			
	<b><u>Supply and installation of reception desk</u></b>				
1	Allow for provisional sum of R 20 000,00 (Twenty Thousand Rands) for new reception desk size 21000 x 750 x 1160mm with mobile pedestal - 1 pen & pencil drawer, 1 drawer and deep filer.	Item	1		
2	Profit 10% on above item	Item	1		
3	Attendance 5% on above item	Item	1		



	<b>MECHANICAL INSTALLATION</b>				
4	Provide the amount of R60 000, 00 (Sixty Thousand Rands) for mechanical installation; ventilation for toilets complete.	Item	1		
5	Profit 10% on above item	Item	1		
6	Attendance 5% on above item	Item	1		
	<b>BUDGETARY ALLOWANCES</b>				
	<b><u>Additional demolitions and alteration works:</u></b>				
7	Budgetary Allowance of R120 000, 00 (One Hundred and Twenty Thousand Rand) for additional demolition and alteration works to be utilised in whole or in part.	Item	1		
	<b><u>Plumbing Maintenance:</u></b>				
8	Allow for provisional sum of R 15 000,00 (Fifteen Thousand Rands) for the plumbing maintenance and connection to the newly installed sanitary fittings.	Item	1		
	<b><u>Joinery Fittings</u></b>				
9	Provide an amount of R 100,000.00 (One Hundred Thousand Rand) for kitchen fittings, counters, bookshelves, etc.	Item	1		
10	Profit 10% on above item	Item	1		
11	Attendance 5% on above item	Item	1		
	<b><u>Electrical maintenance</u></b>				
	Provide an amount of R 60,000.00 (Sixty Thousand Rand) for electrical re-wiring and lightning protection installation, etc.	Item	1		
12	Profit 10% on above item	Item	1		
13	Attendance 5% on above item	Item	1		
	<b>Carried to summary</b>				



## SUMMARY PAGE

ITEM NO	SUMMARY	AMOUNT
BILL 1	Preliminaries	
BILL 2	Alterations	
BILL 3	Plumbing	
BILL 4	Mechanical Work	
BILL 5	Electrical Work	
BILL 6	Health and Safety	
BILL 7	Paintwork	
BILL 8	Metalwork	
BILL 9	Floor Covering	
BILL 10	Ceilings & Partitions	
BILL 11	Waterproofing roof	
BILL 12	Masonry	
	TOTAL BUILDING WORK	
BILL 13	TOTAL PROVISIONAL SUMS	
	<b>NOTE: TOTALS TO BE CARRIED TO THE FINAL SUMMARY PAGE.</b>	

## FINAL SUMMARY PAGE

FINAL SUMMARY	AMOUNT
PRELIMINARIES (BILL 1)	
BUILDING WORK (BILL 2-12)	
PROVISIONAL SUMS (BILL 13)	
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%	
<b>CARRIED TO FORM OF TENDER</b>	



## **PART C3: SCOPE OF WORK**

### **FREE STATE PROVINCIAL GOVERNMENT**

#### **DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION**

#### **REPAIRS AND RENOVATIONS AT SEDIBENG PUBLIC LIBRARY. SCM – INFRA 02 / 2024**

### **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: 2853 Corner Caswell Koe-Koe & Kobus Louw, Gelukwaarts, Kroonstad, 9503.

#### **2 Drawings**

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

- **Not applicable**

#### **3 Procurement**

##### **3.1 Preferential procurement procedures**

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



**sport, arts, culture & recreation**

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

**FREE STATE PROVINCIAL GOVERNMENT**

**DEPARTMENT OF SPORTS, ARTS, CULTURE AND RECREATION  
REPAIRS AND RENOVATIONS AT SEDIBENG PUBLIC LIBRARY.**

**SCM-INFRA 02/2024**

**C4 Site Information**

**Tenders 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 SBD FORMS.**

#### **REQUEST FOR QUOTATION FOR REPAIRS AND RENOVATIONS AT SEDIBENG PUBLIC LIBRARY.**

The department requests your quotation on the goods and/or works services listed hereunder and /or on the available RFQ forms. Please furnish all information as requested and return your quotation on the date stipulated on **SBD1**. Late and incomplete submissions will invalidate the quotation submitted.

#### **REQUIREMENTS:**

##### **1. BID REQUIREMENTS**

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

##### **2. REQUIRED DOCUMENTATION**

The prospective bidders are required to provide the following documentation:

- 2.1 Original completed and signed applicable Bid Documents (**SBD1, 3.1, 4, 6.1**)
- 2.2 Company Registration Certificate from the Registrar of Companies (CK2)
- 2.3 Original Valid Tax Clearance Certificates or SARS PIN
- 2.4 Joint Venture Agreement signed by both parties where applicable
- 2.5 SANAS BBBEE Certificate or DTI SWORN Affidavit
- 2.6 Consolidated BBBEE Certificate in case of a Joint Venture
- 2.7 Originally Certified Copies of Identity Documents of the main shareholders / Directors of the Company
- 2.8 Central Suppliers Database (CSD) report of the business

##### **3. EVALUATION CRITERIA AND PROCESSES TO BE USED**

- 3.1 The evaluation process will entail the following phases:
  - i. Phase 1 — Evaluation on Legal requirements
  - ii. Phase 3 — 80/20 Points preference system

##### **4. QUOTATIONS MUST HAVE THE FOLLOWING.**

QUOTATION NUMBER  
QUOTATION VALIDITY DATE  
COMPANY BANKING DETAILS



## INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SPORT, ARTS, CULTURE AND RECREATION)</b>					
BID NUMBER:	SCM – INFRA 02/2024	CLOSING DATE:	22/11/2024	CLOSING TIME:	11:00
DESCRIPTION	REPAIRS AND RENOVATIONS AT SEDIBENG PUBLIC LIBRARY.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
ZANA BUILDING					
34 CORNER HILL AND HENRY STREET					
BLOEMFONTEIN					
9300					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	TIEHO HANS RABODINYANE		CONTACT PERSON	SIFANELE MZWAKALI	
TELEPHONE NUMBER	066 217 8316		TELEPHONE NUMBER	064 800 5577	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	hrabodinyane@sacr.fs.gov		E-MAIL ADDRESS	mzwakali.s@sacr.fs.gov.za	
<b>SUPPLIER INFORMATION</b>					
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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
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.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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: .....



### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....	BID NUMBER: <b>SCM – INFRA 02/2024</b>
Closing Time <b>11:00</b>	Closing date <b>22 NOVEMBER 2024</b>

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

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

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

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

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



## 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 interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

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



**3 DECLARATION**

I, the undersigned, (name).....

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be accurate 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 consortium<sup>2</sup> 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, or 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 The bidder did not consult, communications, agree to, or make arrangements with any official of the procuring institution prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; the bidder was not involved in drafting the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, suspicious bids 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

<sup>2</sup> 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.



## 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 **90/10** preference point system.
- b) 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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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 points is allocated for price on the following basis:

#### 80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender



#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (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)
Women	5		<ul style="list-style-type: none"> <li>• RSA identity document</li> <li>• Valid RSA driver's license issued by relevant authority</li> </ul>
Youth	5		<ul style="list-style-type: none"> <li>• RSA Identity document</li> <li>• Valid RSA driver's license issued by relevant authority</li> </ul> <p>NB : Youth is defined as any South African citizen with the age between 18 and 35 years)</p>
Free State and based company	5		<ul style="list-style-type: none"> <li>• Municipal Account</li> <li>• Lease agreement               <ul style="list-style-type: none"> <li>• Title deeds</li> </ul> </li> <li>• Permission to occupy land signed by the traditional authority</li> <li>• A letter of confirmation of address signed by the ward councilor</li> </ul>
<p>Historically Disadvantaged Individual (HDI) means a South African citizen.-</p> <p>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</p>	5		<p>RSA identity document</p> <p>Valid RSA driver's license issued by the relevant authority.</p>



**ECLARATION WITH REGARD TO COMPANY/FIRM**

4.2. Name of company/firm.....

4.3. Company registration number: .....

4.4. 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]

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

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

SIGNATURE(S) OF TENDERER(S)	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....



## PART C5: ADDITIONAL RETURNABLE DOCUMENTS

### C5.2 FUNCTIONALITY

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

#### FUNCTIONALITY

**NOTE:**

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

Bidders must score a minimum of 32 points to qualify.

#### **1.1 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 ( <i>Each completed project must be above R1 million including all applicable taxes and completed within the past 5 years</i> )		<b>NB: Supporting documentation to substantiate the claims will be appointment letters and completion certificates and must be of the same project.</b>
• 1 Completed project	5	
• 2 Completed projects	10	
• 3 Completed projects	15	
• 4 Completed projects	20	

#### **1.2. QUALITY (13 POINTS).**

**Disclaimer of the Free State Department of Sport, Arts, Culture & Recreation: The Department reserves the right to confirm all the references.**

Number of reference letters	Points allocated	Indicate whether you are claiming the allocated points Yes/No
		<b>Supporting documentation to substantiate the above claims, e.g. recommendation letters from previous clients on similar projects completed must be attached to be considered for points claimed.(NOTE: ALL REFERENCE LETTERS SHOULD BE ALIGNED PROJECTS USED FOR CLAIMING POINTS ON THE ABOVE ITEM 1.1)</b>
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	



**2. EXPERTISE (12 POINTS)**

<b>Number of staff</b>	<b>Points allocated</b>	<b>Indicate whether you are claiming the allocated points Yes/No</b>
		<b>NB: Supporting documentation to substantiate the above claims will be qualification certificates of qualified personnel, CV with contactable references must be attached.</b>
1 Qualified Construction Manager with a qualification in Built Environment (minimum of NQF Level 6) and experience of 5 years and above	3	
1 Qualified Construction Manager with a qualification in Built Environment (minimum of NQF Level 6) and experience of 3 to 5 years	2	
1 Qualified Site Agent with a qualification in Built Environment (minimum of NQF Level 6) and experience of 5 years and above	3	
1 Qualified Site Agent with a qualification in Built Environment (minimum of NQF Level 6) and experience of 3 to 5 years	2	
1 General Foreman with experience of 5 years and above	1	
1 Qualified Health and Safety Officer with Health and Safety certificates (minimum of NQF Level 6) and experience of 3 to 5 years within the Building Environment.	1	



## **PART C5: ADDITIONAL RETURNABLE DOCUMENTS**

### **C5.3 ATTACHMENTS**

ATTACH:

- PROOF OF REGISTRATION ON CSD  
(PRINT OUT REPORT OF CSD)

ATTACH CIDB:

- PRINT OUT THAT REFLECTS YOUR CIDB GRADING

ATTACH:

#### **PROJECT#1**

- APPOINTMENT LETTERS
- COMPLETION CERTIFICATE
- REFERENCE LETTERS

ATTACH:

#### **PROJECT#2**

- APPOINTMENT LETTERS
- COMPLETION CERTIFICATE
- REFERENCE LETTERS

ATTACH:

#### **PROJECT#3**

- APPOINTMENT LETTER
- COMPLETION CERTIFICATE
- REFERENCE LETTER

ATTACH:

#### **PROJECT#4**

- APPOINTMENT LETTER
- COMPLETION CERTIFICATE
- REFERENCE LETTER



## **PART C5: ADDITIONAL RETURNABLE DOCUMENTS**

### **C5.4: GENERAL CONDITIONS OF CONTRACT – ANNEXURE C**

#### **GENERAL CONDITIONS OF CONTRACT**

#### **Annexure A**

# **GOVERNMENT PROCUREMENT**

## **GENERAL CONDITIONS OF CONTRACT**

### **(i) (ii) NOTES**

The purpose of this document is to:

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

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

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



## **TABLE OF CLAUSES**

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



**(b) General Conditions of Contract**

<p><b>1. Definitions</b></p>	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7 “Day” means calendar day.</p> <p>1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.</p> <p>1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of</p>
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	<p>origin and which have the potential to harm the local industries in the RSA.</p>
1.12	<p>“Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p>
1.13	<p>“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p>
1.14	<p>“GCC” means the General Conditions of Contract.</p>
1.15	<p>“Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p>
1.16	<p>“Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his sub bidders) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p>
1.17	<p>“Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.</p>
1.18	<p>“Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p>
1.19	<p>“Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p>
1.20	<p>“Project site,” where applicable, means the place indicated in bidding documents.</p>
1.21	<p>“Purchaser” means the organization purchasing the goods.</p>
1.22	<p>“Republic” means the Republic of South Africa.</p>
1.23	<p>“SCC” means the Special Conditions of Contract.</p>



	<p>1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
<b>2. Application</b>	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
<b>3. General</b>	<p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
<b>4. Standards</b>	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
<b>1. Use of contract documents and information; inspection.</b>	<p>5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all</p>



	<p>copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
<b>6. Patent rights</b>	<p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>
<b>7. Performance security</b>	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque</p> <p>7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
<b>8. Inspections, tests and analyses</b>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or bidder shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p>



	<p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
<b>9. Packing</b>	<p>9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>
<b>10. Delivery and documents</b>	<p>10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
<b>11. Insurance</b>	<p>11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>



<b>12. Transportation</b>	12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
<b>13. Incidental services</b>	13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:  (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.  13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
<b>14. Spare parts</b>	14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:  (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
<b>15. Warranty</b>	15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.



	<p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p>
<p><b>16. Payment</b></p>	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
<p><b>17. Prices</b></p>	<p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
<p><b>18. Contract amendments</b></p>	<p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
<p><b>19. Assignment</b></p>	<p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
<p><b>20. Subcontracts</b></p>	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>



<p><b>21. Delays in the supplier's performance</b></p>	<p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p>
	<p>21.2 If at any time during performance of the contract, the supplier or its subbidder(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p>
	<p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p>
	<p>21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
<p><b>22. Penalties</b></p>	<p>22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
<p><b>23. Termination for default</b></p>	<p>23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p>



	<p>(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> <p>(b) if the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p>
<p><b>24. Anti-dumping and countervailing duties and rights</b></p>	<p>24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the bidder to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the bidder in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him</p>
<p><b>25. ForceMajeure</b></p>	<p>25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
<p><b>26. Terminationfor insolvency</b></p>	<p>26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>



<b>27. Settlement of Disputes</b>	<p>27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <ul style="list-style-type: none"><li>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</li><li>(b) the purchaser shall pay the supplier any monies due the supplier.</li></ul>
<b>28. Limitation of liability</b>	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
<b>29. Governing language</b>	<p>29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
<b>30. Applicable law</b>	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
<b>31. Notices</b>	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>



<b>32. Taxes and duties</b>	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
<b>33. National Industrial Participation (NIP) Programme</b>	<p>33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</p>
<b>34. Prohibition of Restrictive practices</b>	<p>34.1 In terms of Section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is /are or a contractor (s) was/were involved in collusive bidding (or bid rigging).</p> <p>35. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998.</p> <p>36. If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor (s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.</p>



## ANNEXURE A

### **SACR 1/21/22 : RENDERING OF EVENT MANAGEMENT SERVICES FOR ALL FREE STATE PROVINCIAL GOVERNMENT DEPARTMENTS IN ALL FREE STATE TOWNS FOR THREE YEARS**

#### **IN CASE OF A CONSORTIUM/JOINT VENTURE/SUB-CONTRACTOR CONCERN:**

I/we certify that this is a bona fide bid.

I/we also certify that I/we have not done and I/we undertake that I/we shall not do any of the following acts at any time before the hour and date specified for the closure of submission of Bid for this Contract.

1. Fixed or adjusted the amount of this bid by, or under, or in accordance with any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting;
2. Communicate to a person outside this consortium/joint venture/sub-contracting other than the person calling for these bids, the amount or approximate amount of the proposed bid, except where the disclosure, in confidence, of the approximate amount of the bid was necessary to obtain insurance premium quotations required for the preparation of the bid;
3. Caused or induced any other person outside this consortium/joint venture/sub-contracting to communicate to me/us the amount or approximate amount of any rival bid for this contract;
4. Entered into any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting to induce him/her to refrain from bidding for the contract, or as to the amount of any bid to be submitted or the conditions on which a bid is made, nor caused or induced any other person to enter to any sub agreement or arrangement; and
5. Officer or paid or given or agreed to pay or given any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any bid or proposed bid for this contract, any act or thing of the sort described above.
6. Certified that a joint bank account will be open in the name of the Consortium/Joint/Venture/Sub-Contractor's Names.

In this certificate, the term "person" includes any persons, body of persons or association, whether corporate or not; and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not and the term "person outside this consortium/joint venture/sub-contracting means, when the consortium/joint venture/sub-contracting is a partnership, a person other than a partner or an employee of such partnership, or when the consortium/joint venture/sub-contracting is a company, a person other than a person or company holding shares in the consortium/joint venture/sub-contracting, or any employee of such a person, consortium/joint venture/sub-contracting.

#### **SIGNED ON BEHALF OF BIDDER**

Date: \_\_\_\_\_