



arts, culture,
sports & recreation

Department:
Arts, Culture, Sports and Recreation
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

760 Dr. James Moroka Drive
Gaabomotho Building
Private Bag X90
Mmabatho 2735

DIRECTORATE

SUPPLY CHAIN MANAGEMENT

Tell: +27 (0) 18 388 2676

E-Mail: ttsikwe@nwpg.gov.za

INVITATION TO BID

ACSR 108/2025: - MAINTENANCE OF LEHURUTSHE COMMUNITY LIBRARY: RAMOTSHERE MOILOA LOCAL MUNICIPALITY

- 1 You are invited to submit a bid for the services as indicated above.
- 2 The conditions contained in the General Conditions of Contract (GCC), Terms of Reference and any other conditions accompanying this bid document are applicable.
- 3 The work procedure the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the GCC.

The following documents will be attached to this bid document:

- a) Terms of Reference
- b) SBD 1: Invitation to bid
- c) SBD 4: Bidders disclosure
- d) SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
- e) General Conditions of Contract (GCC)
- f) Bill of Quantity (BOQ)



- 4 All the documents accompanying this invitation to bid must be fully completed in detail and signed where applicable.

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

- 5 Sealed bid documents to be deposited in the tender box situated at an entrance at Gaabomotho Building, 760 Dr. James Moroka Drive, Mmabatho, 2735 before closing date and time as follows:

Closing date: 22 August 2025

Closing Time: 11H00

- 6 Bidders should ensure that bids are delivered timeously to the correct address. If the bid document is late, it will not be accepted.



MR. I.S. MOGOROSI
HEAD OF DEPARTMENT

30/07/2015
DATE





**arts, culture,
sports & recreation**

Department:
Arts, Culture, Sports and Recreation
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

ANNEXURE A

TERMS OF REFERENCE





Department of Arts, Culture, Sports and
Recreation

North West Provincial Government

REPUBLIC OF SOUTH AFRICA

"TERMS OF REFERENCE"

**MAINTENANCE OF LEHURUTSHE
COMMUNITY LIBRARY: RAMOTSHERE
MOILOA LOCAL MUNICIPALITY**

BID NUMBER: ACSR 108/2025

CLOSING DATE: 22 AUGUST 2025

CLOSING TIME: 11H00

Coordinates: -25.486337, 25.982538



Physical Address :

Department of Arts, Culture, Sports and Recreation
Gaabomotho Building
760 Dr. James Moroka Drive
Mmabatho, 2735

Technical enquiries

**Contact person: Mr. M.S. Mosimane and Mr
T. Moilwa**

Telephone: 018 388 2850/51 or 3967

Email: bmosimane@nwpg.gov.za

tmoilwa@nwpg.gov.za

OR

Mr. K. Phelwane

018 388 2165

Email: kphelwane@nwpg.gov.za

SCM enquiries

Contact: Mr. T. Tsikwe

Telephone: 018 388 2968/2676

Email: ttsikwe@nwpg.gov.za

1. INTRODUCTION

As per Schedule 5 (a) of the Constitution of the Republic of South Africa, library services other than national, are provincial competency. Department of Arts, Culture, Sports and Recreation (ACSR) is mandated to provide library services to communities of the North West Province. The library services in the North West Province is a concurrent function of the Department of Arts, Culture, Sport and Recreation and Local Municipalities.

2. BACKGROUND

One of the responsibilities of ACSR in the provision of library services to the communities is to establish library services which include building new libraries, converting unused buildings to accommodate libraries and maintaining library buildings.

A need has been identified to maintain Lehurutshe Community Library, Ramotshere Local Municipality in Ngaka Modiri Molema District. The library is providing library services to the community of Lehurutshe which includes schools that are nearby and Taletso TVET College. Maintenance of the library is required to ensure that the building remains compliant to occupational health and safety standards.

3. SCOPE OF WORK

- preliminaries
- building work
- external works
- electrical works
- mechanical works

4. OUTCOME, DELIVERABLES AND PERFORMANCE STANDARDS

Maintenance to the community library that complies with health and safety standards. The deliverables of the project are also to provide electrical connection and provide COC for electrical works.

5. TERMS OF CONTRACT

- The successful bidder will enter into a Joint Built Contract Committee (JBCC) and/or Service Level Agreement (SLA) with the Department.
- The Joint Built Contract Committee (JBCC) and/or Service Level Agreement (SLA) is to be effected upon the date of the signatures on the contractual agreement between the Head of Department and the Service Provider and will be for the duration as specified by the Department for completion of project.

6. PAYMENTS AND PENALTIES

- Successful bidders will enter into an agreement with the Department which will detail payments and penalties.
- Payment to the Service Provider will be processed upon delivery of an order, certified payment certificate and invoice attached.
- 5% percentage of the contract amount will be held back for a period of 30 days after the completion of work (practical completion). On or before the 30 day retention period the contractor will be awarded final completion certificate and submit a close out report to allow the payment of final account.

7. CONTRACTUAL TERMS AND CONDITIONS

- Contractual terms and conditions for the project will be on the Joint Built Contract Committee (JBCC) and/or Service Level Agreement (SLA) and will detail the obligations of the service provider and other contractual agreements with the Department.
- General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) will apply to this project.
- The contractor will be expected to comply with the Occupational Health and Safety Act, Act 85 of 1993.

8. SPECIFIC REQUIREMENTS

Refer to the attached Bills of Quantities (BOQ)

9. EVALUATION CRITERIA

The department will follow minimum standards or criteria that the bidder needs to meet in order to progress through evaluation and selection process.

9.1. PHASE 1: PRE-QUALIFICATION REQUIREMENTS

9.1.1. Administrative requirements

- SBD 1: Invitation to bid
- SBD 4: Bidders disclosure
- SBD 6.1: Preference Points Claim Form in terms of Preferential Procurement Regulations 2022
- CSD Registration Report

9.1.2. Mandatory requirements

All mandatory documents to be submitted must be valid on the closing date of the bid.

- Proof of Registration with CIDB Contractor Grading with a minimum of 3GB or higher;
- Letter of good standing for Compensation for Occupational Injuries and Diseases (COIDA)
- Joint Ventures: Bidders must submit a signed joint venture agreement as acceptable proof of the existence of joint venture.

Should any of the above mentioned mandatory requirement not be attached, the bid will be considered to be non-responsive and will be disqualified.

9.2. PHASE 2: TECHNICAL REQUIREMENTS (FUNCTIONALITY)

- Only bidders that have met the Pre-Qualification Criteria in Phase 1 will be evaluated in Phase 2 on technical requirements;
- The bidders' will be scored according to the technical criteria;
- The minimum qualifying will be 70%

No.	Criteria	Value	Weight
1.	Company experience		
	Five (05) infrastructure projects (maintenance, repairs, renovations, construction and upgrades) greater than R450 thousand successfully completed in the last 5 years. <i>As proof, attach practical or final completion certificates.</i>	5	70 points
	Four (04) building infrastructure projects (maintenance, repairs, renovations, construction and upgrades) greater than R450 thousand construction value successfully completed in the last 5 years. <i>As proof, attach practical or final completion certificates.</i>	4	
	Three (03) infrastructure projects (maintenance, repairs, renovations, construction and upgrades) greater than R450 thousand construction value successfully completed in the last 5 years. <i>As proof, attach final or practical completion certificates.</i>	3	
	Two (02) infrastructure projects (maintenance, repairs, renovations, construction and upgrades) greater than R450 thousand construction value successfully completed in the last 5 years. <i>As proof, attach practical or final completion certificates.</i>	2	
	One (01) infrastructure project (maintenance, repairs, renovations, construction and upgrades) greater than R450 thousand construction value successfully completed in the last 5 years. <i>As proof, attach practical or final completion certificates.</i>	1	
	No infrastructure projects (maintenance, repairs, renovations, construction and upgrades) greater than R450 thousand construction value	0	

2.	Locality		
	Proof of Residence (e.g. Municipal account or letter from the Tribal Authority) for a company within Ramotshere Moiloa Local Municipality (not older than 3 months from closing date of this bid)	5	30 points
	Company outside Ramotshere Moiloa Local Municipality	0	

Note: For a bid to be responsive, the minimum points for technical requirements (functionality) shall be seventy (70) points, which will be calculated after the information provided. Any bidders that scored below seventy (70) points, will be eliminated.

9.3. PHASE 3: PREFERENCE POINT SYSTEM

The qualifying bidder (after obtaining the minimum points for seventy (70) and above in Phase 2 of technical requirements) will be evaluated in terms of Preferential Procurement Policy of 2022 using 80/20 preference point system.

9.3.1. OBJECTIVE CRITERIA

The department reserves the right not to award the lowest scoring bid.

10. SUBMISSION OF BID DOCUMENTS

- 10.1. Bidders are advised to ensure their bids are submitted on time.
- 10.2. Bidders should deposit their sealed documents into the tender box situated next to the reception area at the following address:

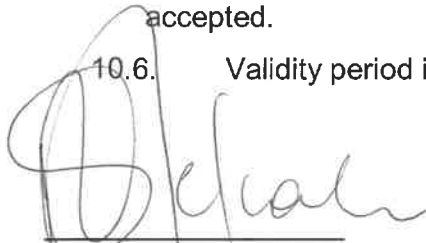
Department of Arts, Culture, Sports and Recreation
Gaabomotho Building
760 Dr. James Moroka Drive
Mmabatho, 2735

10.3. The name of the company must be clearly written at the back of the envelope.

10.4. The closing date of the bid will be on **22 August 2025**, at **11H00**.

10.5. Bid documents submitted after the closing date and time will not be accepted.

10.6. Validity period is 90 days from the closing date.



MR. A.R.P. SEKATI
BSC CHAIRPERSON

30/07/2025
DATE:

APPROVED / ~~NOT APPROVED~~



MR. I.S. MOGOROSI
HEAD OF DEPARTMENT

30/7/2025
DATE:



**arts, culture,
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Department:
Arts, Culture, Sports and Recreation
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

ANNEXURE B

SBD 1



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF ARTS, CULTURE, SPORT AND RECREATION							
BID NUMBER:	ACSR 108/2025	BID CLOSING DATE:	22 AUGUST 2025	BID CLOSING TIME:	11H00		
DESCRIPTION MAINTENANCE OF LEHURUTSHE COMMUNITY LIBRARY: RAMOTSHERE MOILOA LOCAL MUNICIPALITY							
BID RESPONSE DOCUMENTS MUST BE DELIVERED TO (STREET ADDRESS)							
760 DR JAMES MOROKA DRIVE							
MMABATHO							
2745							
SCM ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	MR. T. TSIKWE			CONTACT PERSON	MR. T. MOILWA		
TELEPHONE NUMBER	018 388 2968/2676			TELEPHONE NUMBER	018 388 2166		
E-MAIL ADDRESS	ttsikwe@nwpq.gov.za			E-MAIL ADDRESS	tmoilwa@nwpq.gov.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO							
DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO							
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO							
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO							
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO							
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BID MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 SERVICE PROVIDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 SERVICE PROVIDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE DEPARTMENT 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 TAX CLEARANCE CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TAX CLEARANCE CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TAX CLEARANCE 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 QUOTATION INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....



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ANNEXURE C

SBD 4



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 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



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ANNEXURE D

SBD 6.1



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

This preference form must form part of all quotations and 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 equal to or below R50 million (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 million (all applicable taxes included).

1.2 To be completed by the organ of state

- a) The applicable preference point system for this quotations and tender is 80/20 and 90/10 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	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS and PRICE	100	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$		

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$		

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

TABLE 1 A (80/20 Preference Point System)

The specific goals allocated points in terms of this tender	ACHIEVEMENT AND OWNERSHIP LEVELS	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)
Historically Disadvantaged Individuals (Before 1994)	100% black ownership 51% - 99% black ownership Less than 50% black ownership (Maximum to be claimed = 06 points)	06 03 01	
Enterprises owned by Women (CSD to be attached)	100% women ownership 51% - 99% women ownership Less than 50% women ownership (Maximum to be claimed = 08 points)	08 04 02	
Enterprises owned by persons with disability (Medical Certificate to be attached)	100% owned by persons with disability 51% - 99% owned by persons with disability Less than 50% owned by persons with disability (Maximum to be claimed = 03 points)	03 02 01	
Enterprises owned by youth (CSD to be attached)	100% owned by youth 51% - 99% owned by youth Less than 50% owned by youth (Maximum to be claimed = 03 points)	03 02 01	
TOTAL		20	

TABLE 1 B (90/10 PREFERENCE POINT SYSTEM)

The specific goals allocated points in terms of this tender	ACHIEVEMENT AND OWNERSHIP LEVELS	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Historically Disadvantaged Individuals (Before 1994)	100% black ownership Less than 100% black ownership (Maximum to be claimed = 02 points)	02 01	
Enterprises owned by Women (CSD to be attached)	100% women ownership 51% - 99% women ownership Less than 50% women ownership (Maximum to be claimed = 04 points)	04 02 01	
Enterprises owned by persons with disability (Medical Certificate to be attached)	100% owned by persons with disability Less than 100% owned by persons with disability (Maximum to be claimed = 02 points)	02 01	
Enterprises owned by youth (CSD to be attached)	100% owned by youth Less than 100% owned by youth (Maximum to be claimed = 02 points)	02 01	
TOTAL		10	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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



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Arts, Culture, Sports and Recreation
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

ANNEXURE E

GENERAL CONDITIONS OF CONTRACT (GCC)

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

origin and which have the potential to harm the local industries in the RSA.

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

training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights

arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual

- (d) for each appropriate unit of the supplied goods; performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s)

within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities

or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

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

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

terms of the contract or any other contract or any other amount which may be due to him

**25. Force
Majeure**

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

**28. Limitation of
liability**

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

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

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

Js General Conditions of Contract (revised July 2010)



**arts, culture,
sports & recreation**

Department:
Arts, Culture, Sports and Recreation
North West Provincial Government
REPUBLIC OF SOUTH AFRICA



ANNEXURE F

BILL OF QUANTITY (BOQ)



BILL OF QUANTITY (BOQ) FOR MAINTENANCE OF LEHURUTSHE LIBRARY

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>BILL NO. 1</u> <u>ALTERATIONS</u> <u>SUPPLEMENTARY PREAMBLES</u> <u>View site</u> Before submitting his tender the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials salvageable from the alterations. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained <u>General</u> The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to tenants in the building and to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent Prices for taking out of doors, windows, etc. shall include for removal of all beads, architraves, ironmongery, etc. <u>OLD MATERIALS TO BECOME THE PROPERTY OF THE CONTRACTOR:</u> Old materials from alterations, except where described to be re-used or handed over, become the property of the Contractor who must allow credit for same in the final summary. <u>OLD MATERIALS TO BE CARTED AWAY:</u> Old materials from the alterations, except where described to be re-used or handed over, as well as all rubbish, etc..., must be regularly carted from the site and not be allowed to accumulate on or around the site, prices shall be deemed to include carting away to a dumping site which shall be located by the contractor. <u>General</u> Water supply pipes and other piping in ground that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings to the satisfaction of the principal agent Carried to Bill Summary				

Unless otherwise described all materials are to become the property of the contractor and are to be removed from the site			
<u>REMOVAL OF EXISTING WORK</u>			
<u>Taking out and removing doors, windows, etc.,</u>			
1	44mm aluminium double door with double action compression hinges of 1560 x 2032mm high	No	2
2	44mm Door 910mm x 2032mm high	No	3
3	44mm Single side right-hand swing door 1300mm x 2032mm high	No	6
4	44mm Door 813mm x 2032mm high	No	4
5	44mm Double door 1560 x 2032mm high	No	6
<u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc.</u>			
6	Acoustic tile suspended ceilings, including suspension grid, hangers, cornices, etc.	m²	150
7	Rhino board and badge ceilings, cornices, etc.	m²	500
8	Timber reception desk size 2000mm long x 600mm wide x 1100mm high	No	1
<u>Taking out and removing sundry joinery work, fittings, etc.</u>			
9	Timber skirting and quadrant	m	65
<u>Taking out and removing ironmongery</u>			
10	Mortice lockset from timber door	No	3
11	Remove steel on windows	No	12
12	Roller shutter door lock	No	1
13	Remove WC indicator bolt	No	6
14	Remove window stays	No	20
15	Remove strong room lockset	No	1
Carried to Bill Summary			

	<u>Hacking up/off and removing ceramic tiles including removing mortar bed or adhesive from concrete or brickwork and preparing surfaces for new screed, plaster, tile finish, etc.</u>			
16	Floor tiles	m ²	90	
17	Tiles to walls	m ²	60	
	<u>Taking out/off and removing glass and mirrors</u>			
18	Glass from steel windows, including cleaning out rebates and preparing for new glass	m ²	31	
Carried to Bill Summary				

BILL NO. 1

ALTERATIONS

BILL SUMMARY PAGE

Totals Brought Forward from Page No.

PAGE

AMOUNT

1

2

3

Carried to Sectional Summary

BILL NO. 2**WATERPROOFING****SUPPLEMENTARY PREAMBLES****Waterproofing**

Waterproofing of roofs, basements, etc. shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc. with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs

SEALING OF ROOF COVERING**Damp proof**

1	Seal and apply one coat Daraflex on roof and two coats of Bitusilver uv protection roof paint.	m²	1 600
2	1 Year Guarantee Certificate maintained full year of rainy season and maintenance that include material and workmanship	Item	1
	<u>Derbigum or other approved 4mm thick bitumen polyester elastomeric waterproof sheeting laid torched in long lengths, with lapped sides and ends in strict accordance with manufacturers instructions</u>		
3	Flat roofs to falls, including dressing into and sealing outlets, turning up or down at ends and torch sealing with splayed ends exceeding 300mm.	m²	120
4	1 year guarantee certificate maintained full year of rainy seasons	Item	1

Carried to Sectional Summary

BILL NO. 3**CARPENTRY AND JOINERY****SUPPLEMENTARY PREAMBLES**

Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete

Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere

DOORS ETC.

Heavy wrought Mercanti doors hung to steel frames.

44mm thick, framed batten door of 813mm wide x 2032mm high of 44mm x 146mm top rail & stiles, 22mm x 146mm middle ledge and brace & 22mm x 222mm bottom rail filled in with 22mm V-jointed one side boarding & covered on other side with 3mm tempered hardboard with veneer to match door let into and including rebates all around **NB: Contractor to provide a sample of the door for approval.**

Solid laminated internal quality flush doors with veneer, hung to aluminium frames

2 40mm Single door 813 x 2032mm high

No 4

3 40mm Door 910 x 2032mm high

No 3

4 44mm Single side right-hand swing door 1300mm x 2032mm high

No 6

Sawn softwood

SKIRTINGS

Wrought softwood

5 10 x 75mm Skirtings, nailed

m 65

Carried to Bill Summary

FITTINGS

CUPBOARDS TO KITCHENS, ETC.

SUPPLEMENTARY PREAMBLES

General

The following cupboard fittings are given as complete units i.e. the components of the units have not been given separately. Descriptions of such units shall, therefore, be deemed to include all components, assembling, housing, notching, gluing, blocking, planting-on and screwing with countersunk screws, edge strips, thermosetting plastic laminate, glass, ironmongery, metalwork, paint or varnish finishes, etc. Prices are to include for all necessary filler pieces against walls etc.

References

References given in descriptions refer to the respective types of fittings detailed on the architect's drawing(s) numbered ? annexed to these bills of quantities (accompanying these bills of quantities?) for tender purposes

RECEPTION COUNTER

- 6 Construct new counter of 2m length x 1,1m height x 0,3m top x 0,6m width x including 0,4m x 0,75m cabinet with doors with 32mm particle board covered with formi laminated vaneer and 25mm post form bull nosing

item

1

Carried to Bill Summary

BILL NO. 3

CARPENTRY & JOINERY

BILL SUMMARY PAGE

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PAGE

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6

7

Carried to Sectional Summary

BILL NO. 4**CEILINGS, PARTITIONS AND ACCESS FLOORING****SUPPLEMENTARY PREAMBLES****Fixing**

Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete

Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere

Ceilings

Unless otherwise described ceilings shall be deemed to be horizontal

Bulkheads

Unless otherwise described bulkheads shall be deemed to be horizontal along the length

Steel components

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

NAILED-UP CEILINGS**6.4 mm "Rhino" gypsum plasterboard.**

Horizontal ceiling formed of 6.4 mm thick boards with open joints for & including pre-primed H-type pressed steel cover strips neatly mitred at intersections and screwed/ nailed to and including 38 x 38 mm sawn softwood branderling at 400 mm centres in one direction securely spiked/ nailed to undersides of roof timbers/ rafters and ceiling joints, free from cracks, twists, blemishes or other defects, complying with the requirements of the SABS 266. The boards shall be in 900 or 1200 mm widths, symmetrically arranged with narrow panels against the walls to suit the room sizes, nailed to the ceiling branderling with ivory surface to the underside using 2mm diameter x 38mm long galvanized clout headed nails n.e 100mm centres along the edges of the boards and n.e 150mm centres intermediately.

Gypsum plasterboard cornices

1

m²

500

2

75mm Cornices, nailed

m

260

Carried to Bill Summary

SUSPENDED CEILINGS

SUPPLEMENTARY PREAMBLES

Proprietary suspended ceilings

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

Flush plastered gypsum plasterboard suspended ceilings

Ceilings shall comprise 9,5mm (12,5mm?) gypsum plasterboard boards screwed to and including screw-up suspension grid consisting of main tees at 1 200mm centres and galvanised steel capped cross tees at 400mm centres and with tape fixed over joints and the whole finished with gypsum plaster trowelled to a smooth polished surface

The grid shall be suspended by means of galvanised steel L-section hangers at suitable centres, securely shot-pinned or screwed to concrete, steel or wood

Flush plastered gypsum plasterboard suspended bulkheads

Bulkheads shall comprise galvanised steel studding of 63,5mm top and bottom tracks with vertical studs at maximum 400mm centres, pop-riveted to the top and bottom tracks with similar additional vertical studs as necessary at abutments, ends, etc. and covered as described with plasterboard screwed to studding with drywall screws at maximum 300mm centres. Boards shall be butt jointed and finished with tape and jointing compound and the whole finished with gypsum plaster trowelled to a smooth polished surface to the thickness recommended by the manufacturer

Descriptions shall be deemed to include any additional studs at ends and intersections, corner beads, cornices at junctions with ceilings, jointing compound, tape, etc.

1200 x 600 mm Gypsum plasterboard on screw-up tee suspension grid including hangers etc., with tape fixed over joints and the whole finished with gypsum plaster trowelled to a smooth polished surface

3 Ceilings suspended (exceeding 1.00m and not exceeding 2.00m below roof trusses

m²

150

Carried to Bill Summary

BILL NO. 4**CEILINGS, PARTITIONS AND ACCESS FLOORING****BILL SUMMARY PAGE****Brought Forward from****PAGE****AMOUNT****9****10****Carried to Sectional Summary**

BILL NO. 5**IRONMONGERY****SUPPLEMENTARY PREAMBLES****Notes:**

All ironmongery shall be of the best quality and should be approved prior to fixing

Mortice locks:

All Mortice locks shall comply with the requirements of SABS 4. Each lockset, including keys shall be delivered to the site in the manufacturer's packages bearing the SABS mark.

LOCKSETS, ETC.

"Dorma" or other approved or of equal standard.

1	Three levers Mortice lock set complete.	No	20
2	Window stay	No	2
3	Ultra security lock set	No	2
4	Lockset for roller shutter door	No	1
5	Lockset for strong room with all necessary fitting	No	1
	<u>Union" or similar approved</u>		
6	38mm Diameter aluminium door stop, plugged	No	6

Carried to Sectional Summary

BILL NO. 6
METALWORK

SUPPLEMENTARY PREAMBLES

Descriptions of bolts, anchors, etc.

Descriptions of bolts shall be deemed to include nuts and washers

Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete

Items described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described

Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres

ALUMINIUM FRAMED DOORS ETC.

Bronze anodised framed doors complete with sub frames, ironmongery including door closers, lockset, 25% silver reflective shatterproof glass, sealing, etc. and fixing to brickwork or concrete

1	Double door 1800 x 3100mm high	No	2
2	Swing double door 1200 x 2100mm high	No	3
3	Swing single door 800 x 2100mm high	No	1
4	Reception counter 2500 x 2100 mm high with Bronze anodised frame work fitted shatterproof glass including 800 x 2100mm high tinted door.	No.	1
5	Reception counter 2500 x 2100 mm high with Bronze anodised frame work fitted shatterproof glass.	No	3

Carried to Sectional Summary

BILL NO. 7
PLASTERING

SUPPLEMENTARY PREAMBLES

Panels

Granolithic shall be laid in panels not exceeding 14m² for monolithic finishes, not exceeding 9,5m² for bonded finishes and not exceeding 6m² for all external granolithic. Wherever possible, panels shall be square but at no time should the length of the panel exceed 1,5 times its width

Where possible joints between panels shall be positioned over joints in the floor slab and shall be at least 3mm wide through the full thickness of the finish, separated by strips of wood or fibreboard and finished with V-joints

Curing, seasoning and protection

Granolithic shall be covered with clean hessian with waterproof building foil over and kept wet for at least seven days after laying

Plaster to existing brick walls & newly build walls.

Plaster to walls shall be of 1:4:4 mixture cement mortar. The plaster shall be 19 mm thick & finished to a true & even surface with steel trowel, neatly finished on corners and reveals.

INTERNAL PLASTER

Cement plaster steel trowelled, on brickwork

1	On walls	m ²	63
2	On narrow widths not exceeding 300mm wide	m ²	27

Carried to Sectional Summary

BILL NO. 8**TILING****SUPPLEMENTARY PREAMBLES****Patterns**

Unless otherwise described, tiles shall be laid with continuous joints in both directions

Fixing

Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc. shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc. shall be deemed to include 1:3 plaster bedding

Tiling described as "fixed with adhesive on power floated concrete" shall be deemed to include for approved tiling key-coat

Ceramic, porcelain, marble and granite tiles are to be fixed and grouted with suitable adhesives and grouts as recommended by the manufacturer of the tiles

WALL TILING

300 x 600 x 5mm ceramic tiles on brickwork including cement plaster backing

1	On walls	m ²	60
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FLOOR TILING

600 x 600 x 5mm matt ceramic floor tiles on 5mm bedding on concrete and flush pointed with tinted grout

2	On floors	m ²	200
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SUNDRIES

Aluminium dividing strips

3	10 x 10 x 3mm L-section dividing strips on top skirting	m	30
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Carried to Sectional Summary

BILL NO. 9**GLAZING****SUPPLEMENTARY PREAMBLES****Float glass**

The term "float glass" is used for monolithic annealed glass

GLAZING TO STEEL WITH PUTTY**4mm Clear float glass**

1	Panes exceeding 0,1m ² and not exceeding 0,5m ²	m ²	31
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Carried to Sectional Summary

BILL NO. 10
PAINTWORK

SUPPLEMENTARY PREAMBLES

PREPARATORY WORK TO EXISTING WORK

Previously painted plastered surfaces.

Surfaces shall be thoroughly washed down & allowed to dry completely, before any paint is applied. Blistered or peeling paint shall be completely removed, cracks shall be opened, filled with a suitable filler and finished to smooth.

Previously painted metal surfaces.

Surfaces shall be thoroughly rubbed & cleaned down. Blistered or peeling paint shall be completely removed down to bare metal.

Previously painted metal surfaces

Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal

PAINT SPECIFICATIONS

All painting shall be done in accordance with SABS specifications unless otherwise described

ON INTERNAL FLOATED PLASTER SURFACES AND NON-PLASTERED

One coat alkali resistant primer and two coats PVA emulsion paint for interior use

1	On walls	m ²	1000
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ON RHINO CEILING BOARD

One coat alkali resistant primer and two coats PVA emulsion paint for interior use

2	Ceilings and cornices	m ²	560
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ON METAL SURFACES

Prepare and apply one coat zinc phosphate primer, one coat universal undercoat and two finishing coats of high gloss enamel paint on metal

3	On roof	m ²	1 600
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Carried to Bill Summary

4	Window frames	m²	30	
5	Door frames	m²	45	
6	Rails, bars, pipes, etc. not exceeding 300mm girth	m²	10	
7	Burglar bars	m²	30	
	<u>ON WOOD</u>			
	<u>Three coats superior quality clear gloss varnish</u>			
8	To doors	m²	50	
Carried to Bill Summary				

BILL NO. 10

PAINTWORK

BILL SUMMARY PAGE

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Carried to Sectional Summary

BUILDING WORKS			
BUILDING WORK SECTIONAL SUMMARY			
	Brought Forward from	PAGE	AMOUNT
ALTERATIONS		4	
WATERPROOFING		5	
CARPENTRY AND JOINERY		8	
CEILINGS, PARTITIONS AND ACCESS FLOORING		11	
IRONMONGERY		12	
METALWORK		13	
PLASTERING		14	
TILING		15	
GLAZING		16	
PAINTWORK		19	
Carried to Final Summary			

<u>EXTERNAL WORKS</u>			
<u>BILL NO. 1</u>			
<u>INSTALLATION CLEAR VIEW FENCE</u>			
<u>EARTHWORKS</u>			
<u>SITE CLEARANCE</u>			
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc. and trees exceeding 200mm girth not exceeding 500mm girth	m	288
<u>EXCAVATIONS ETC.</u>			
<u>Excavation in earth not exceeding 2m deep</u>			
2	Holes	m ³	10
<u>Extra over all excavations for carting away</u>			
3	Surplus material from excavations and/or stock piles on site, to a dumping site to be located by the contractor	m ³	10
<u>Keeping excavations free of water</u>			
4	Keeping excavations free of all water other than subterranean water	Item	1
<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>			
<u>REINFORCED CONCRETE CAST ON/IN FORMWORK</u>			
<u>15MPa/19mm concrete</u>			
5	Surface beds	m ³	10
<u>FENCING</u>			
<u>Fence</u>			
<u>Clear view welded mesh fence anti-cut fully galvanised at a Minimum of 275g/m2 Zinc coated</u>			
6	2515mm x 4200mm high Clear view welded mesh fence panel fully galvanised at a Minimum of 275g/m2 Zinc coated with 100 x 8mm clamp	m	120
7	4mm Thick x 100 x 100 x 5200mm high Zincalume corner post	No.	8
Carried to Bill Summary			

8	4mm Thick x 100 x 100 x 5200mm high Zinalume intermediate post	No.	46	
9	5030mm x 1800mm High double sliding motor gate of 2515mm x 4200mm high Clear view welded mesh fence panel fully galvanised at a Minimum of 275g/m2 Zinc coated with 100 x 8mm clamp including excavation and concrete for sliding.	No.	1	
10	900mm x 1800mm High double sliding motor gate of 2515mm x 4200mm high Clear view welded mesh fence panel fully galvanised at a Minimum of 275g/m2 Zinc coated with 100 x 8mm clamp including excavation and concrete for sliding.	No.	1	
Carried to Bill Summary				

BILL NO. 1

INSTALLATION CLEAR VIEW FENCE

BILL SUMMARY PAGE

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BILL NO. 1				
ELECTRICAL WORK				
RECEPTION				
1	Remove all damaged and old light fittings including emergency red light, light switches, socket outlets and old wornout electric power skirtings.	Item	Item	
LIGHT FITTINGS				
Supply, deliver to site, store & install below SANS approved light fittings complete with tubes. Allowance must be made in the rates for all required fixing material & accessories.				
2	1.5m X 58W double fluorescent fitting-complete with tubes	No.	14	
LIGHT SWITCHES				
Supply & install SANS approved 16A flush type light switch Allowance must be made in the rates for all required fixing material & accessories.				
3	4 X 2 16A 1 lever 1 way	No.	1	
SWITCH-SOCKET OUTLETS				
POWER SKIRTING				
Power Skirting x 2.5m with straight covers & splices, complete with the following where necessary (90 degrees horizontal elbow, 45 degrees horizontal elbow, horizontal tee piece, 90 degrees vertical elbow, vertical tee piece and end cap. The Power Skirting shall be finished with rust-proof primer and two coats of baked enamel				
4	supply, install below SANS approved Power Skirting 40mm x 40mm complete with end caps	m	12	
5	16A 3 Pin dedicated switch socket outlets (singles) to be mounted in to the Power Skirting	No	11	
Supply, delivery to site, storage and installation of SABS approved switched & un-switched type flush & surface mounted type 16A socket outlets suitable for mounting flush steel wall boxes on surface complete with accessories and add an extra Industrial duple plug together with accessories				
Carried to Bill Summary				

6	16A Double flush switched socket type	No	6	
7	16A Double Industrial switched socket type together with accessories	No	4	
OFFICE 003, 006, 007, Store Room, 010, 012				
LIGHT FITTINGS				
Supply, deliver to site, store & install below SANS approved light fittings complete with tubes. Allowance must be made in the rates for all required fixing material & accessories.				
8	1.5m X 58W double fluorescent fitting-complete with tubes	No.	20	
LIGHT SWITCHES				
Supply & install SANS approved 16A flush type light switch Allowance must be made in the rates for all required fixing material & accessories.				
9	4 X 2 16A flush type 1 lever 1 way	No.	14	
SWITCH-SOCKET OUTLETS				
Supply, delivery to site, storage and installation of SABS approved switched & un-switched type flush & surface mounted type 16A socket outlets suitable for mounting flush steel wall boxes on surface complete with accessories				
10	16A Double flush switched socket type	No	12	
11	16A Single switched industrial socket type	No	3	
KITCHEN, MAIN TOILETS, PUBLIC TOILETS PASSAGE & OFFICE 008				
12	Remove all damaged and light fittings, light switches and socket outlets	Item	Item	
LIGHT FITTINGS				
Supply, deliver to site, store & install below SANS approved light fittings complete with tubes. Allowance must be made in the rates for all required fixing material & accessories.				
13	1.5m X 58W double fluorescent fitting-complete with tubes	No.	19	
Carried to Bill Summary				

14	2D light fitting with shiny glass cover complete with lamps	No.	10	
	LIGHT SWITCHES			
	Supply & install SANS approved 16A flush type light switch Allowance must be made in the rates for all required fixing material & accessories.			
15	4 X 2 16A flush type 1 lever 1 way	No.	7	
16	4 X 2 16A flush type 1 lever 2 way	No.	4	
	SOCKET OUTLETS			
	Supply, delivery to site, storage and installation of SABS approved switched & un-switched type flush & surface mounted type 16A socket outlets suitable for mounting flush steel wall boxes on surface complete with accessories and ADD an extra industrial double plug together with its accessories.			
17	16A Double switched Industrial socket type	No	8	
18	16A Double flush switched socket type	No	4	
	STOVE ISOLATOR			
19	40A double pole Stove isolator including 20mm sprague tubing	No	1	
	ADULT SECTION, CHILDREN SECTION & JUVENILE SECTION			
20	Remove all damaged and old light fittings, light switches and socket outlets	Item	Item	
	LIGHT FITTINGS			
	Supply, deliver to site, store & install below SANS approved light fittings complete with tubes. Allowance must be made in the rates for all required fixing material & accessories.			
21	1.5m X 58W double fluorescent fitting-complete with tubes	No.	104	
Carried to Bill Summary				

	SOCKET OUTLETS				
	Supply, delivery to site, storage and installation of SABS approved switched & un-switched type flush & surface mounted type 16A socket outlets suitable for mounting flush steel wall boxes on surface complete with accessories and ADD an extra industrial double plug together with its accessories.				
22	16A Double switched Industrial socket type	No	8		
23	16A Double flush switched socket type	No	4		
	Security lights				
	Supply, delivery to site, storage and installation of SANS approved below specified security light fittings complete with lamps. Provision must be made in rates charged for accessories.				
24	2,5mm ² 3 core suffix cable	m	100		
25	18A Photocell to control the security lights	No	2		
26	80w energy saver flood light fittings complete with accessories	No	5		
27	20A, 5kA circuit breaker	No.	1		
	Attend to outdoor lamp post, fix them and install new bulbs together with ballasts and starters				
28	Outdoor grey lamp posts	No.	9		
	CABLING				
29	16mm ² x 4 Core underground armoured cable	m	100		
30	Cable Gland (Size No. 2)	No	2		
31	Cable shrouds (Size No. 2)	No	2		
	DISTRIBUTION BOARD				
	Attend to the fault on wiring of lights and plugs fix it.				
32	Remove and replace old worn out circuit breakers on the Distribution Board.	Item	Item		
33	60A, 5kA Earth Leakage (Three phase)	No.	10		
34	60A, 5kA circuit breaker	No.	11		
35	60A, 5kA circuit breaker(3pole)	No.	4		
36	40A, 5kA circuit breaker	No.	2		
	Carried to Bill Summary				

37	20A, 5kA circuit breaker	No.	16	
38	10A, 5kA circuit breaker	No.	23	
39	Surge arrestor (Three Phase)	No.	4	
EARTHING AND BONDING				
All metal parts of roofs, gutters and down pipes shall be earthed. One bare 10mm ² copper conductor shall be installed over the full length of the ceiling void, fixed to the top purline and connected to the main earth conductor at each Distribution Board. The roof and gutters shall be connected at 15mm X 0,8mm copper strapping (not conductor) and galvanized bolts & nuts.				
40	10mm ² copper conductor	m	30	
41	Copper strapping complete with galvanized bolts & nuts	m	30	
42	1m earth spike complete with clamps & terminals	No	1	
ELECTRICAL TEST THREE (3) PHASE SUPPLY				
43	Provision for the required inspections, tests and commissioning of the complete installation and the issuing of the required certificates of compliance.	Item	1	
Carried to Bill Summary				

BILL NO. 1**ELECTRICAL WORK****BILL SUMMARY PAGE**

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PAGE**AMOUNT****24****25****26****27****28****Carried to Final Summary**

BILL NO.1**MECHANICAL WORK: AIR CONDITIONING****AIR CONDITIONING**

Supply, delivery to site, storage and installation of SABS approved midwall split air conditioner units with all fittings and accessories similar to below specified. The power supply should be from the main distribution board. The mounting brackets should be SABS approved.

FOYER

1	Remove existing air conditioners	No.	1
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2	Supply, install and commission 36000Btu/hr under ceiling split R32 Air Conditioner, indoor and outdoor unit, complete with anti-vibration mountings, wall mounted controller, etc.	No.	1
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LIBRARY ADULT SECTION

3	Remove existing air conditioners	No.	2
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4	Supply, install and commission 60000Btu/hr under ceiling split R32 Air Conditioner, indoor and outdoor unit, complete with anti-vibration mountings, wall mounted controller, etc.	No.	2
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LIBRARY JUVENILE SECTION

5	Remove existing air conditioners	No.	1
---	----------------------------------	-----	---

6	Supply, install and commission 60000Btu/hr under ceiling split R32 Air Conditioner, indoor and outdoor unit, complete with anti-vibration mountings, wall mounted controller, etc.	No.	1
---	--	-----	---

LIBRARY CHILDREN SECTION

7	Remove existing air conditioners	No.	1
---	----------------------------------	-----	---

8	Supply, install and commission 36000Btu/hr under ceiling split R32 Air Conditioner, indoor and outdoor unit, complete with anti-vibration mountings, wall mounted controller, etc.	No.	1
---	--	-----	---

OFFICE NO.2

9	Remove existing air conditioners	No.	2
---	----------------------------------	-----	---

Carried to Bill Summary

10	Supply, install and commission 12000Btu/h Midwall split Inverter R32 Air Conditioner, indoor and outdoor unit, complete with anti-vibration mountings, wall mounted controller, etc.	No.	2		
<u>AIR CONDITIONING</u>					
COMPUTER ROOM					
11	Remove existing air conditioners	No.	1		
12	Supply, install and commission 18000Btu/h Midwall split Inverter R32 Air Conditioner, indoor and outdoor unit, complete with anti-vibration mountings, wall mounted controller, etc.	No.	1		
LIBRARIAN'S OFFICE					
13	Remove existing air conditioners	No.	1		
14	Supply, install and commission 18000Btu/h Midwall split Inverter R32 Air Conditioner, indoor and outdoor unit, complete with anti-vibration mountings, wall mounted controller, etc.	No.	1		
STOREROOM					
15	Remove existing air conditioners	No.	1		
16	Supply, install and commission 12000Btu/h Midwall split Inverter R32 Air Conditioner, indoor and outdoor unit, complete with anti-vibration mountings, wall mounted controller, etc.	No.	1		
19	20A 1- Pole circuit breaker	No	1		
20	20A Isolators	No	1		
21	Allow for ø 20 mm PVC pipe (Drain Pipe)	m	2		
22	Cantelliver 450mm	No	1		
23	40m x 2.5mm x 3 cores Surfex cable	m	50		
Carried to Bill Summary					

LEHURUTSHE LIBRARY

Service, supply, delivery to site, and installation of SABS approved fire fighting equipment according to SANS 1475 with all fittings and accessories similar to below specified.

LIBRARY

- | | | | |
|---|--|-----|----|
| 1 | Supply and install of 4.5kg DCP fire extinguisher | No. | 12 |
| 2 | Service of Fire Hose Reel: Lubricate the hose reel bearings, swivels, and shut-off nozzle moving parts. Clean the hose reel, cabinet, and nozzle using a mild detergent and soft cloth or sponge. Measure the flow rate of the water from the nozzle using a flow meter. | No. | 1 |
| 3 | Service of Fire Hydrant: Check for hydrant leakage, checking for ease of operation, remove buildup and promote better operation. If lubrication or stem replacement is required, schedule the necessary work. | No. | 1 |

Service conducted by trained and accredited technical staff (SAQCC)

Carried to Bill Summary

BILL NO. 1

MECHANICAL WORK

BILL SUMMARY PAGE

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FINAL SUMMARY	PAGE	AMOUNT
PRELIMINARIES	30 (Prelim)	
BUILDING WORK	20	
EXTERNAL WORKS	23	
ELECTRICAL WORKS	29	
MECHANICAL WORKS	33	
SUB-TOTAL (Excluding Contingencies and Value Added Tax)		
ADD: Value Added Tax (VAT) calculated at the rate of 15%		
Carried to Form of Tender		