

SFF/2024/109

REQUEST FOR PROPOSAL (RFP) FOR THE APPOINTMENT OF A CONTRACTOR FOR THE INTERIOR BUILDING RENOVATIONS/PARTITIONING TO INCREASE OFFICE SPACE UTILIZATION. IT IS ESTIMATED THAT CONTRACTORS SHOULD HAVE A CIDB GRADING OF 3GB OR HIGHER

RFP Number	SFF/2024/109
Issue date	Friday, 16 February 2024
RFP Contact Person	Sandisiwe Ofozor (sffprocurement@strategicfuelfund.co.za)
Compulsory briefing session	Friday, 23 February 2024 at 11h00 @ 151 Frans Conradie Drive, Parow (PETRO SA BUILDING)
Closing Venue	Online submissions at www.etenders.gov.za Or The Tender Box situated at SFF MILNERTON - Cnr Platteklouf and Tygerberg Valley Rd (Opposite Richmond Mall) Cape Town, South Africa 7441
Closing Date & Time	Monday, 04 March 2024 at 11:00am
Bid Validity Period	12 weeks

Company Name:	
Trading as (if different from above)	
Contact Person:	
Contact Number:	
Email address:	
Physical Address:	

TENDERER TO NOTE:

- A. Conditions of tender apply (Annexure C2)
- B. Late/incomplete RFP/Tender will not be considered

TENDER SERIAL NO.:
SIGNATURES OF SFF OFFICIALS AT TENDER OPENING
1.
2.
3.

SFF/2024/109- REQUEST FOR PROPOSAL (RFP) FOR THE APPOINTMENT OF A CONTRACTOR FOR THE INTERIOR BUILDING RENOVATIONS/PARTITIONING TO INCREASE OFFICE SPACE UTILIZATION.

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LIST OF ACRONYMS

B-BBEE	Broad-Based Black Economic Empowerment
CEF	Central Energy Fund
EME	Exempted Micro Enterprise
GBC	General Tender Conditions
ID	Identity Document
JV	Joint Venture
LOA	Letter of Appointment
NDA	Non-Disclosure Agreement
PC	Procurement Committee
PPPFA	Preferential Procurement Policy Framework Act
PTN	Post-Tender Negotiations
QSE	Qualifying Small Enterprise
RFP	Request for Proposal
SME	Small Medium Enterprise
SOC	State Owned Company
VAT	Value-Added Tax
ZAR	South African Rand

PART T1: TENDERING PROCEDURE

Standard Tender Notice and Invitation to Tender

SFF Invites tenders for the appointment of a contractor for the Interior Building renovations/partitioning to increase office space utilization. It is estimated that contractors should have a CIDB grading of 3GB or higher

The Employer is The Strategic Fuel Fund ("SFF")

1.1 ISSUE AND COLLECTION DATE DEADLINE

This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge or from the CIDB website at www.cidb.org.za

The RFP may also be downloaded from the Strategic Fuel Fund ("SFF") website at www.strategicfuelfund.co.za free of charge.

No tender documents will be emailed and/or couriered to potential tenderers.

1.2 BRIEFING SESSION MEETING

A compulsory briefing session will be held at 151 Frans Conradie Drive, Parow on **Friday, 23 February 2024 @ 11:00am.**

PLEASE NOTE: Tenderers must bring with them ANNEXURE C3 – Compulsory Site Inspection/Briefing Session Certificate to obtain attendance sign off from an SFF Official. The completed Annexure C3 MUST be submitted with your proposal as evidence of attendance. THIS IS A MANDATORY.

1.3 PROPOSAL SUBMISSION

Proposals must be submitted in **two (2) sealed envelopes** addressed as follows:

Envelope 1: Technical Tender Proposal **and**

Envelope 2: Commercial Tender Proposal (to:

- a)** The TENDER BOX situated at SFF MILNERTON Cnr Platteklouf and Tygerberg Valley Rd
(**Opposite Richmond mall**)
Cape Town,
South Africa
7441

OR

- b)** Online submissions at www.etenders.gov.za

In this regard, Proposals must be submitted online utilising the National Treasury eTender Portal at www.eTenders.gov.za

NOTE: COMPANY REGISTRATION AND SUBMISSION of your tender proposal ONLINE should be done a few days BEFORE the closing date and NOT on the day of closing.

1.4 CLOSING DATE

The RFP will close on **Monday, 4 March 2024 at 11:00.** Tenderers must ensure that tenders are delivered timeously to the **correct physical address or uploaded** timeously to the correct National Treasury eTender Portal (www.etenders.gov.za). As a general rule, if a Tender is late or delivered to the incorrect address, it will not be accepted for consideration. Any additional information or clarification will be uploaded on the SFF website and the National Treasury e-tender publication portal.

1.5 ELIGIBILITY CRITERIA

The attention of Tenderers is drawn to the eligibility criteria listed below. Tenderers are required to familiarise themselves thoroughly with the Standard Conditions of tender (Annexure C2) which forms part of this document. Only Tenderers that are responsive to the eligibility criteria listed below are eligible to have their submissions prequalified:

Only those Tenderers who are registered with the Construction Industry Development Board, or are capable of being so registered within twenty-one (21) working days from the closing date for submission of tenders, in a contractor grading designation of **3GB or higher**, are eligible to have their submissions evaluated.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB not later than twenty-one (21) working days from the closing date for tenders;
2. the lead partner has a contractor grading designation in the **3GB or higher** class of construction work;
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than the required contractor grading designation they have a signed joint venture agreement

2 DELIVERY INSTRUCTIONS FOR RFP

2.2 Delivery by hand

If delivered by hand, the envelopes must be deposited in the SFF tender box which is located at the SFF facility, SFF Association

Cnr Platteklouf and Tygerberg Valley Rd (opposite Richmond Mall),
Cape Town,
South Africa
7441

It should also be noted that the above tender box is accessible to the public between **office hours 08h00 to 16h00** weekdays only.

2.3 Dispatch by courier

- 2.3.1. If dispatched by courier, the envelope must be addressed as above and delivered to the above address. Couriered documents must be in the tender box by the closing date and time.
- 2.3.2. If tender responses are not delivered as stipulated herein, such tender will not be considered.
- 2.3.3. No email or faxed Submissions will be considered, unless otherwise stated herein.
- 2.3.4. The tender responses to this RFP will be opened as soon as possible after the closing date and time. SFF association shall not, at the opening of Submissions, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- 2.3.5. Envelopes must not contain documents relating to any RFP other than that shown on the envelope.

3 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

3.1 SFF Association fully endorses and supports the Government's objective of Broad-Based Black Economic Empowerment and it is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.

3.2 B-BBEE Joint Ventures or Consortiums

Tenderers who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Tenderers must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by SFF association through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, conclusion of the service level agreement between the successful bidder/s will only be once a signed copy of a JV or consortium agreement is submitted to SFF Association.

3.3 Preference Points and Specific Goals

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and Preferential Procurement Regulations 2022, Tenderers are to note that the following preference point systems:

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

When SFF association invites prospective Service Providers to submit Proposals for its Specific Goals, it requires Tenderers to complete Annexure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of their documents as stipulated in the Claim Form in order to obtain Specific Goal Points.

Note: Failure to submit a valid and certified copy B-BBEE certificate or Sworn Affidavit or any other documents specified (as evidence for Specific Goals) at the Closing Date of this RFP will result in a score of zero being allocated for Specific Goals.

4 COMMUNICATION

4.1 Specific queries relating to this RFP can be submitted at sffprocurement@strategicfuelfund.co.za specifying the reference number "**SFF/2024/109**" on the subject line. The last day for submitting queries is 3 (three) days before the closing date of tender. **It should be noted that this e-mail address is not to be used for submission of tender proposals.**

4.2 Any correspondence with regards to this RFP must be in writing to the provided email address only. In the interest of fairness and transparency SFF's response to such a query will be published on the SFF website and the National Treasury e-tender portal. Tenderers are required to check the e-tender portal and/or SFF website prior to finalizing their tender submission for any changes and/or clarifications to the RFP. SFF will not be held liable if Tenderers do not receive the latest information

regarding this RFP with the possible consequence of either being disadvantaged and/or disqualified as a result thereof.

- 4.3 After the closing date of the RFP, a Tenderer may only communicate with the Procurement Unit, specific person for this RFP on any matter relating to its RFP.
- 4.4 Tenderers are to note that changes to its submission will not be considered after the closing date.
- 4.5 Tenderers are warned that a proposal will be liable to disqualification should any attempt be made by a Tenderer either directly or indirectly to canvass any officer or employee of SFF in respect of this RFP between the closing date and the date of the award of the business.
- 4.6 Furthermore, Tenderers found to be in collusion with one another will be automatically disqualified and restricted from doing business with SFF in the future.

5 INSTRUCTIONS FOR COMPLETING THE RFP

- 5.1. Proposals must be submitted as an original and 1 copy, unless an electronic submission is made.
- 5.2. Both sets of documents are to be submitted to the address specified above.
- 5.3. All returnable documents tabled in the Proposal Form [Part 5] must be returned with your proposal.
- 5.4. Unless otherwise expressly stated, all proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

6 COMPLIANCE

The successful Tenderer [hereinafter referred to as the Service Provider] shall be in full and complete compliance with any and all applicable laws and regulations.

7 DISCLAIMERS

Tenderers are hereby advised that SFF is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of Proposals. In particular, please note that SFF reserves the right to:

- 7.1. modify the RFP's Scope of Work and request Tenderers to re-tender on any such changes;
- 7.2. reject any Proposal which does not conform to instructions and scope of work which are detailed herein;
- 7.3. disqualify Proposals submitted after the stated submission deadline [Closing Date];
- 7.4. not necessarily accept the lowest priced Proposal or an alternative Tender;
- 7.5. validate any information submitted by Tenderers in response to this tender. This would include but not limited to, requesting the Tenderer to provide supporting evidence. By submitting a tender, the Tenderer hereby irrevocable grant the necessary consent to SFF to do so;
- 7.6. request audited financial statement or other documentation for the purposes of a due diligence exercise;
- 7.7. award a contract in connection with this Proposal at any time after the RFP's closing date;
- 7.8. award a contract for only a portion of the proposed Services which are reflected in the scope of this RFP;
- 7.9. split the award of the contract between more than one Service Provider, should it at SFF's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;

- 7.10. cancel the tender process.
- 7.11. exclude any Tenderer from the Tendering process who has been found guilty of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Tenderers are required to declare such serious breach of law during the past 5 [five] years in Part 10 [Breach of Law].
- 7.12. undertake post-tender negotiations [PTN] with selected Tenderers or any number of short-listed Tenderers, such PTN to include, at SFF's option, any evaluation criteria listed in this RFP document.
- 7.13. award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another Tenderer.
- 7.14. award the business to the next ranked tenderer, provided that he/she is still prepared to provide the required Services at the quoted price, should the preferred tenderer fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the tenders of the next ranked tenderer(s) will be deemed to remain valid, irrespective of whether the next ranked tenderer(s) were issued with a Letter of Regret. Tenderers may therefore be requested to advise whether they would still be prepared to provide the required Services at their quoted price, even after they have been issued with a Letter of Regret.

Kindly note that SFF association will not reimburse any Tenderer for any preparatory costs or other work performed in connection with its Proposal, whether or not the Tenderer is awarded a contract.

8 LEGAL REVIEW

A Proposal submitted by a Tenderer will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by SFF Legal Advisor, prior to consideration for an award of business.

9 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderers are required to self-register on National Treasury's Central Supplier Database ("CSD") which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Tenderers must register on the CSD prior to submitting their bids. Business may not be awarded to a Tenderer who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD.

For this purpose, the attached SBD1 form must be completed and submitted as a returnable document by the closing date and time of the bid (Please see annexure E).

10 TAX COMPLIANCE

Tenderers must be compliant when submitting a proposal to SFF and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

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

The Tax Compliance status requirements are also applicable to foreign Tenderers who wish to submit tenders.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

For this purpose, the attached SBD1 form must be completed and submitted as a *returnable* document by the closing date and time of the bid (Please see ANNEXURE E).

11 PROTECTION OF PERSONAL INFORMATION ACT, NO.4 OF 2013

SFF association acknowledges that the Tenderer may be required to process the personal information of SFF association and other relevant data subjects in connection with and for the purposes of this RFP.

The Tenderer shall–

- (a) only process such personal information for the purpose connected with this RFP, except to the extent specifically requested to do otherwise by SFF association in writing or required by the Protection of Personal Information Act, No.4 of 2013 (POPI) or other applicable laws;
- (b) comply with all directions and instructions which may be given by SFF association regarding the processing of such personal information;
- (c) only process personal information strictly in compliance with POPI;
- (d) secure the integrity and confidentiality of the personal information it processes pursuant to this RFP by taking appropriate, reasonably technical and organisational measures to prevent –
 - (i) loss of, damage to, or unauthorised destruction of such personal information; and/or
 - (ii) unlawful access to or unlawful processing of such personal information.

The Tenderer shall be liable to SFF for its failure to comply with any of its obligations, and shall indemnify SFF against all claims, damages, costs or administrative fines arising from the Tenderer's failure to comply with POPI, except to the extent caused by SFF association.

In evaluating the Tenderer's tender submission, the SFF will process the personal information of the Tenderer and other relevant data subjects in connection with and for the purposes of this RFP. The SFF shall process personal information in accordance with SFF's Privacy Policy which is available on the SFF website – the Tenderer is expected to familiar itself with this Privacy Policy. The SFF reserves the right and the Tenderer is hereby informed that external service providers may be appointed by the SFF to assist SFF in evaluating tender responses and suitability for appointment.

12 EXCHANGE AND REMITTANCE

If SFF is requested by the Tenderer to effect payment overseas direct to the Tenderer's principal or service provider, which is not a registered South African Company please complete the details below, using the rate of exchange published by the South African Reserve Bank 7 [seven] calendar days before the closing date of this RFP:

ZAR 1.00 [South African currency] being equal to _____ [foreign currency] _____ % in relation to tendered price(s) to be remitted overseas by SFF.

Beneficiary details:

Name [Account holder] _____
Bank [Name and branch code] _____
Swift code _____
Country _____

[Applicable base date of Exchange Rate used]

Tenderers should note that SFF should receive fixed price offers expressed in South African Rand [ZAR].

13 SERVICE LEVELS

An experienced account representative(s) is required to work with SFF procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.

SFF will have reviews with the Service Provider's account representative on an on-going basis.

SFF reserves the right to request that any member of the Service Provider's team involved on the SFF account be replaced if deemed not to be adding value for SFF.

The Service Provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:

- a) Random checks on compliance scope of requirements
- b) On-time deliverables:
 - The Service Provider must provide a telephone number for customer service calls.
 - Failure of the Service Provider to comply with stated service level requirements will give SFF the right to cancel the contract in whole, without penalty to SFF, giving 30 [thirty] days' notice to the Service Provider of its intention to do so.

Acceptance of Service Levels:

YES	
-----	--

NO	
----	--

14 RISK

Tenderers must elaborate on the control measures put in place by their entity, which would mitigate the risk to SFF pertaining to potential non-performance by a Service Provider, in relation to:

Quality of Services delivered:

Continuity of the provision of Services:

Part T2: Returnable documents

T2.1: List of Returnable Documents

Returnable Documents means all the documents, Parts and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

Mandatory Returnable Documents	<i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP <u>will</u> result in a Tenderer's disqualification.</i>
Returnable Documents Used for Scoring	<i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid <u>will not</u> result in a Tenderer's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i>
Essential Returnable Documents	<i>Failure to provide essential Returnable Documents <u>will</u> result in SFF affording Tenderers a further opportunity to submit by a set deadline. Should a Tenderer thereafter fail to submit the requested documents, this may result in a Tenderer's disqualification.</i>

(a) Mandatory Returnable Documents

Tenderers are urged to ensure that all these Documents are returned with their Proposal

Please confirm submission of the mandatory Returnable Documents detailed below by so indicating [Yes or No] in the table below:

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Proof of CIDB grading of 3GB or Higher	
Proof of CSD Registration No.	
Site inspection/Briefing Session Certificate (Annexure C3)	
Form of Offer & Acceptance	
Fully completed Bill of Quantities (Cost breakdown)	

(b) Returnable Documents Used for Scoring

In addition to the requirements of Part (a) above, Tenderers are further required to submit with their Proposals the following **Returnable Documents Used for Scoring** as detailed below.

Please confirm submission of these essential Returnable Documents by so indicating [Yes or No] in the table below:

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes/No]
Refer to Stage 2 Technical/Functional Evaluation which details the returnable documents (T2.2) to be used for the technical evaluation that will not result in disqualification but a score of zero for that aspect of the technical evaluation.	
Tenders must submit a copy of their B-BBEE certificate issued by an authorized body or person or a B-BBEE sworn affidavit to claim specific goal(s) points.	

(c) Essential Returnable Documents

In addition to the requirements of Part (a) and (b) above, Tenderers are further required to submit with their Proposals the following **essential Returnable Documents** as detailed below.

Please confirm submission of these essential Returnable Documents by so indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
PART 5: Proposal Form	
PART 6: Signing Power - Resolution of Board of Directors	
PART 7: Certificate of Acquaintance with RFP Documents	
PART 8: Certificate of Acquaintance with General Tender Conditions Services	
PART 9: RFP Declaration Form	
PART 10: Breach of Law Form	
PART 11: Certificate of Acquaintance with non-disclosure agreement	
Annexure A: Preference Points Claim Form	
Annexure B: Declaration of Interest	
Annexure C1: Certificate of Independent Bid Determination	
Annexure C2: Standard Conditions of tender	
Annexure D1: Declaration of Bidder's Past Supply Chain Management Practices	
ANNEXURE (E): SBD1	
APPENDIX (II): Safety Arrangements Ad Procedural Compliance With The Occupational Health And Safety Act (Act 85 Of 1993) And Applicable Regulations	
Tax Clearance Certificate/Pin	
ANEXXURE G – JBCC MWA Contract Data Edition 5.2 2018	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Tenderer will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFP. Should the Tenderer be awarded the contract **[the Agreement]** and fail to present SFF with such renewals as and when they become due, SFF shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which SFF may have for damages against the Tenderer.

By signing these RFP documents, the Tenderer is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof, and SFF will recognize no claim for relief based on an allegation that the Tenderer overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

Signed _____ on this _____ day of _____ 20 _____
at _____

Signature of tenderers authorised representative:

Name _____

Witness
1 _____

Address _____

Name _____

Witness
2 _____

Address _____

Name _____

PART 5: PROPOSAL FORM

I/We

[name of entity, company, close corporation or
partnership]

Of

[full address]

carrying on business
trading/operating as

represented by _____
in my capacity _____
as _____

being duly authorized thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as per Part 5 of this RFP (a certified copy of which is annexed hereto) hereby offer to provide the abovementioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

I/We agree to be bound by those conditions in SFF Association's:

- (i) Terms and Conditions of Contract – Services; to be provided on contract conclusion
- (ii) Standard Conditions For the tender (Annexure C2); and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

I/We accept that unless SFF association should otherwise decide and so inform me/us in the letter of appointment, this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence], together with SFF association's acceptance thereof shall constitute a binding contract between SFF association and me/us.

Should SFF association decide that a formal contract should be signed and so inform me/us in a letter of appointment [the Letter of Appointment], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with SFF Letter of appointment, shall constitute a binding contract between SFF and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the provision of Services within 4 [four] weeks thereafter, SFF may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

I/We accept that any contract resulting from this offer will be for a period of only. Furthermore, I/we agree to a penalty clause/s to be negotiated with SFF, which will allow SFF to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed provision of the Services due to non-performance by ourselves. In addition, I/we agree that noncompliance with any

of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide SFF with cause for cancellation.

I/We acknowledge that the SFF may be required to process my/our personal information (as such capitalised terms are defined in the Protection of Personal Information Act, No. 4 of 2013) in order to evaluate this RFP and facilitate my/our appointment as a service provider and that such processing shall be done in accordance with the SFF's Privacy Policy, which is available on its website or on request.

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Tenderer hereunder, at which all legal documents may be served on the Tenderer who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Tenderers shall, therefore, state hereunder the name of their authorized representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Tenderer to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity: _____

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Tenderer [**the Service Provider**] will be informed of the acceptance of its Proposal. Unsuccessful Tenderers will be advised in writing of the name of the successful Service Provider and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

VALIDITY PERIOD

SFF requires a validity period of **12 weeks** from the closing date of this RFP.

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Tenderer must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [**C.C.**] on whose behalf the RFP is submitted.

(i) Registration number of company / C.C.

(ii) Registered name of company / C.C.

(iii) Full name(s) of director/member(s)	Address/Addresses	ID Number(s)
---	-------------------	--------------

CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard Tenderers are required to complete and return a signed copy of Certificate of Acquaintance with the Non-Disclosure Agreement [Part 11]. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to SFF's business, written approval to divulge such information must be obtained from SFF association and such information must be disclosed in accordance with the provisions of the Protection of Personal Information Act, No 4 of 2013.

PART 6: SIGNING POWER

RFPRFP

SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS

NAME OF
ENTITY _____

It was resolved at a meeting of the Board of Directors held on _____ that

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

In his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to this Proposal and any subsequent Agreement for the provision of Services. A list of those person(s) authorised to negotiate on behalf of the abovementioned entity [if not the authorised signatories] is also submitted along with this Proposal together with their contact details.

_____	_____
FULL NAME	SIGNATURE CHAIRPERSON

PART 7: CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

NAME OF
ENTITY: _____

1. I/We _____ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by SFF association for the carrying out of the proposed supply/service/works for which I/we submitted my/our Proposal.
2. I/we furthermore agree that SFF shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/We accept that an obligation rests on me/us to clarify any uncertainties regarding this Tender which I/we may have, before submitting the Tender. I/We agree that I/we will have no claim based on an allegation that any aspect of this RFP was unclear but in respect of which I/we failed to obtain clarity.
4. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
5. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) Has been requested to submit a Tender in response to this Tender invitation;
 - b) Could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) Provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer
6. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive Tendering.
7. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) Tendering with the intention of not winning the Tender.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this RFP relates.
9. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

10. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Part 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 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20 _____

SIGNATURE OF WITNESS

SIGNATURE OF TENDERER

**PART 8: CERTIFICATE OF ACQUAINTANCE WITH THE
GENERAL TENDER CONDITIONS - SERVICES**

NAME OF ENTITY: _____

I/We _____ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the General Tender Conditions - Services as received on _____ [insert date] from SFF association for the carrying out of the proposed Services for which I/we submitted my/our Proposal.

I/We furthermore agree that SFF association shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any terms and conditions of the General Tender Conditions or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the entire General Tender Conditions as confirmation in terms of the Returnable Schedule.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20 _____

SIGNATURE OF WITNESS

SIGNATURE OF TENDERER

PART 9: DECLARATION FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. SFF has supplied and we have received appropriate Submissions to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal [RFP];
3. at no stage have we received additional information relating to the subject matter of this RFP from SFF association sources, other than information formally received from the designated SFF association contact(s) as nominated in the RFP documents;
4. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by SFF association in issuing this RFP and the requirements requested from Tenderers in responding to this RFP have been conducted in a fair and transparent manner; and
5. Furthermore, we declare that a family, business and/or social relationship exists / Does not exist [delete as applicable] between an owner / member / director / partner / Shareholder of our entity and an employee or board member of the SFF association Group including any person who may be involved in the evaluation and/or adjudication of this Tender.
6. In addition, we declare that an owner / member / director / partner / shareholder of our entity is / is not [delete as applicable] an employee or board member of the SFF association Group.
7. If such a relationship as indicated in paragraph 5 and/or 6 exists, the Tenderer is to complete the following Part:

FULL NAME OF OWNER/MEMBER/DIRECTOR/ PARTNER/SHAREHOLDER: ADDRESS:

Indicate nature of relationship with SFF association:

[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Tenderer from doing future business with SFF]

8. We declare, to the extent that we are aware or become aware of any relationship between ourselves and SFF [other than any existing and appropriate business relationship with SFF association] which

could unfairly advantage our entity in the forthcoming adjudication process, we shall notify SFF association immediately in writing of such circumstances.

9. We accept that any dispute pertaining to this Tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought.
10. We further accept that SFF reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
11. We declare that our particulars as provided to be true and correct, and undertake to keep SFF association informed of any changes thereto and acknowledge that the company may be required to Process our Personal Information (as such capitalised terms are defined in the Protection of Personal Information Act, No. 4 of 2013) in order to evaluate this RFP and facilitate our appointment as a service provider and that such Processing shall be done in accordance with SFF association's Privacy Policy, which is available on request.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20 _____

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

PART 10 : BREACH OF LAW FORM

NAME OF
ENTITY:

I/We

do hereby certify that I/we have/have not been [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Tenderer is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

DATE OF BREACH:

Furthermore, I/we acknowledge that SFF association SOC Ltd reserves the right to exclude any Tenderer from the Tendering process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20 _____

SIGNATURE OF WITNESS

SIGNATURE OF TENDERER

PART 11: CERTIFICATE OF ACQUAINTANCE WITH NON-DISCLOSURE AGREEMENT

I/We _____ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Non-Disclosure Agreement [Part 11]] for the carrying out of the proposed supply for which I/we submitted my/our Proposal.

I/We furthermore agree that SFF association shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any provisions of the Non-Disclosure Agreement or failed to take it into account for the purpose of submitting my/our Tender.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the Non-Disclosure Agreement as confirmation in terms of the Returnable Schedule.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20 _____

SIGNATURE OF WITNESS

SIGNATURE OF TENDERER

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

SBD 6.1

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- i) Price; and
- ii) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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.)

The specific goals allocated points in terms	Number of points allocated (90/10 system) (To be completed by the Organ of State)	Number of points allocated (80/20 system) (To be completed by the Organ of State)	Number of points claimed (90/10) (To be completed by the tenderer)	Number of points claimed (80/20) (To be completed by the tenderer)
51% Black Owned Enterprise or more	5	10		
30% Black Women Owned or more	5	10		
TOTAL POINTS FOR SPECIFIC GOALS CLAIMED	10%	20%		

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:	
	
	
	

ANNEXURE B: SBD 4 DECLARATION OF INTEREST

No bid will be accepted from persons in the service of the state*.

1. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

3.6 Are you presently in the service of the state* **YES / NO**

3.6.1 If so, furnish particulars.

.....

.....

3.7 Have you been in the service of the state for the past **YES / NO**
twelve months?

3.7.1 If so, furnish particulars.

.....

3.8 Do you, have any relationship (family, friend, other) with **YES/NO**
persons in the service of the state and who may be involved

* "State" means –

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

with the evaluation and or adjudication of this bid?

3.8.1 If so, furnish particulars.

.....

.....

3.9 Are you, aware of any relationship (family, friend, other) **YES/NO**

between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

3.9.1 If so, furnish particulars

.....

.....

3.10 Are any of the company's directors, managers, principal **YES / NO**
shareholders or stakeholders in service of the state?

3.10.1 If so, furnish particulars.

.....

.....

3.11 Are any spouse, child or parent of the company's directors, **YES / NO**
managers, principal shareholders or stakeholders in service of the state?

3.11.1 If so, furnish particulars.

.....

.....

CERTIFICATION

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

Declare that my particulars as provided herein are both true and correct, and undertake to keep SFF association informed of any changes hereto. I acknowledge that SFF is required to process my personal information (as such capitalised terms are defined in the Protection of Personal Information Act, No. 4 of 2013), in order to facilitate my appointment and service as a supplier, and that such processing shall be done in accordance with SFF's privacy policy, which is available on its website and on request.

I accept that the state may act against me should this declaration prove to be false.

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

ANNEXURE C1: SBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

BID NUMBER:

in response to the invitation for the bid made by the SFF do hereby make the following statements that I certify to be true and complete in every respect :

I certify, on behalf of: _____ that:
(Name of Bidder/Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or
9. arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
10. 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.
11. 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.

SIGNED ON BEHALF OF TENDERER:

ANNEXURE D: SBD 8 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

(Note that in this document, the words bid and tender, bidder and tenderer, bidder's and tenderer's should be used interchangeably)

1. The bid of any bidder may be disregarded if the bidder, or any of its directors have-
 - a. abused the Department's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system, or
 - c. failed to perform on any previous contract.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
2.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).		
2.1.1	If so, furnish particulars		
2.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No12 of 2004?) To assess this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445		
2.2.1	If so, furnish particulars		
2.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?		
2.3.1	If so, furnish particulars:		
2.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) -----CERTIFY THAT MY PARTICULARS AS PROVIDED HEREIN ARE BOTH TRUE AND CORRECT, AND UNDERTAKE TO KEEP SFF INFORMED OF ANY CHANGES HERETO. I ACKNOWLEDGE THAT SFF ASSOCIATION IS REQUIRED TO PROCESS MY PERSONAL INFORMATION (AS SUCH CAPITALISED TERMS ARE DEFINED IN THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013), IN ORDER TO FACILITATE MY APPOINTMENT AND SERVICE AS A SERVICE PROVIDER, AND THAT SUCH PROCESSING SHALL BE DONE IN ACCORDANCE WITH SFF ASSOCIATION'S PRIVACY POLICY, WHICH IS AVAILABLE ON REQUEST.

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

Signature

Date

Position

Name of Bidder

ANNEXURE (E): SBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE INTERIOR BUILDING RENOVATIONS/PARTITIONING TO INCREASE OFFICE SPACE UTILIZATION.					
BID NUMBER:	SFF/2024/109	CLOSING DATE:	26 February 2024	CLOSING TIME:	11AM
DESCRIPTION	THE APPOINTMENT OF A CONTRACTOR FOR THE INTERIOR BUILDING RENOVATIONS/PARTITIONING TO INCREASE OFFICE SPACE UTILIZATION				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Cnr Platteklouf and Tygerberg Valley Rd (Opposite Richmond mall Cape Town, South Africa 7441)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Sandisiwe Ofozor		CONTACT PERSON	Sandisiwe Ofozor	
TELEPHONE NUMBER	+27 21 524 2700		TELEPHONE NUMBER	+27 21 524 2700	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	sffprocurement@strategicfuelfund.co.za		E-MAIL ADDRESS	sffprocurement@strategicfuelfund.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	C O D E		NU M B ER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	C O D E		NU M B ER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	16.1.1 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
--	---	---	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

APPENDIX (II): SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993) AND APPLICABLE REGULATIONS

1. General

- 1.1 The Contractor and SFF (hereinafter referred to as “the Client”) are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.
- 1.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. He shall, before commencement with the execution of the contract work, comply with the provisions set out in the Act, and shall implement and maintain a Health and Safety Plan as described in the Construction Regulations, 2003 and as approved by SFF, on the Site and place of work for the duration of the Contract.
- 1.3 The Contractor accepts his obligation to complying fully with the Act and applicable Regulations notwithstanding the omission of some of the provisions of the Act and the Regulations from this document.
- 1.4 SFF accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and Procurement Manager / SHEQ Manager / Technical Manager or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Works.
- 1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

2. Definitions

- 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -
- 2.2 **“competent person”** in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed:
Provided that where appropriate qualifications and training are registered as per the South African Qualifications Authority Act, 1995 these qualifications and training shall be deemed to be the required qualifications and training;
- 2.4 **“contractor”** means principal contractor and **“subcontractor”** means contractor as defined by the Construction Regulations, 2003.
- 2.5 **“fall protection plan”** means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods applied to eliminate the risk;³⁹
- 2.6 **“health and safety file”** means a file or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;
- 2.7 **“Health and Safety Plan”** means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;

- 2.8 **“Risk Assessment”** means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 2.9 **“the Act”** means the Occupational Health and Safety Act No. 85 of 1993.
3. The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Procurement Manager / SHEQ Manager / Technical Manager. Copies should also be retained on the health and safety file.
- 3.1 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Procurement Manager / SHEQ Manager / Technical Manager.
- 3.2 In the case of a self-employed Contractor or any subcontractor who has the appropriate competencies and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2003 will not be necessary. The Contractor shall in such a case execute and sign a declaration, as in Annexure 3, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.
- 3.3 The Contractor shall, before commencing any work, obtain from the Procurement Manager / SHEQ Manager / Technical Manager an access certificate as in Annexure 4 executed and signed by him, permitting and limiting access to the designated site or place of work by the Contractor and any subcontractors under his control.
- 3.4 Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Procurement Manager / SHEQ

Manager / Technical Manager with full particulars of such subcontractors and shall ensure that they comply with the Act and Regulations and safety requirements and procedures.

4. Special Permits

Where special permits are required before work may be carried out such as for hot work, isolation permits, work permits and occupations, the Contractor shall apply to the Procurement Manager / SHEQ Manager / Technical Manager or the relevant authority for such permits to be issued. The Contractor shall strictly comply with the conditions and requirements pertaining to the issue of such permits.

5. Health and Safety Programme

- 5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -
- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;
 - (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;

- (iv) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.
- 5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.
- 5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any **Construction Work** and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:
- The identification of the risks and hazards that persons may be exposed to;
 - the analysis and evaluation of the hazards identified;
 - a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
 - a monitoring and review plan.
- 5.4 The Health and Safety Plan shall include full particulars in respect of: -
- The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
 - the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
 - the safety equipment, devices and clothing to be made available by the Contractor to his employees;
 - the site access control measures pertaining to health and safety to be implemented;
 - The introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.
- 5.5 The Health and Safety programme shall be subject to the Procurement Manager / SHEQ Manager / Technical Manager's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Procurement Manager / SHEQ Manager / Technical Manager's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Procurement Manager / SHEQ Manager / Technical Manager or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.
- 5.6 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed to between the them, but at least once every month.

- 5.7 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.
- 5.8 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Procurement Manager / SHEQ Manager / Technical Manager, agent, subcontractor, employee, registered employee organization, health and safety representative or any member of the health and safety committee.
- 5.9 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.10 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.12 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

6. Fall Protection Plan

- 6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;
- 6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.
- 6.3 The fall protection plan shall include: -
- A Risk Assessment of all work carried out from an elevated position;
 - The procedures and methods to address all the identified risks per location;
 - The evaluation of the employees' physical and psychological fitness necessary to work at elevated positions;
 - The training of employees working from elevated positions; and
 - The procedure addressing the inspection, testing and maintenance of all fall protection equipment.

7. Hazards and Potential Hazardous Situations

The Contractor and the Procurement Manager / SHEQ Manager / Technical Manager shall immediately notify one another of any hazardous or potentially hazardous situations which may arise during performance of the Contract by the Contractor or any subcontractor and, in particular, of such hazards as may be caused by the design, execution and/or location and any other aspect pertaining to the contract work.

8. Health and Safety File

- 8.1 The Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Procurement Manager / SHEQ Manager / Technical Manager, or subcontractor upon request.
- 8.2 The Contractor shall ensure that a copy of the both his Health and Safety Plan as well as any subcontractor's Health and Safety Plan is available on request to an employee, inspector, contractor or the Procurement Manager / SHEQ Manager / Technical Manager.
- 8.3 The Contractor shall hand over a consolidated health and safety file to the Procurement Manager / SHEQ Manager / Technical Manager upon completion of the **Works** and shall in addition to documentation mentioned in the Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

Item	Deliverable
a	HSE philosophy
b	Emission, effluents and waste materials register
c	Environmental impact assessment support as required
d	Preliminary Material Safety Data Sheets (especially for hazardous substances).
e	Qualitative risk analysis
f	Hazard identification study

HSE philosophy

Inherent safety and protection of the environment is a prerequisite from the beginning of the design process. The HSE philosophy must be included in the design premise document, and should include considerations on waste reduction, minimisation of fugitive emissions, ground water pollution prevention, minimisation of manning levels for hazardous processes, hazardous materials handling, early detection systems and specific measures to reduce risks to ALARP levels.

Hazard identification study A systematic evaluation of all hazards shall be performed in the hazard study. The hazard study is the basis for the area classification drawings and may alter the location of for example buildings, process units on the plot plan or may lead to additional preventive measures (firewalls, other material types etc) being required.

ANNEXURE C2 -STANDARD CONDITIONS OF TENDER

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly, and transparently, comply with all legal obligations, and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect, or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance, or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;

ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving, or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications

from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if -

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Not used

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language

other than English, and the parts communicated electronically in the same format as they were issued by the employer.

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

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

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

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

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

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

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

C.2.16 Tender offer validity

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

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

C.2.19 Inspections, tests, and analysis

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

C.2.20 Submit securities, bonds, and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

C.3.5 Two-envelope system

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

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

C.3.6 non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions, and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments, and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing, and price, and least resources to effectively manage and control procurement processes.

a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing.
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

ANNEXURE C3 Site Inspection Certificate

MANDATORY RETURNABLE

SITE INSPECTION CERTIFICATE/ BRIEFING SESSION CERTIFICATE
SFF/2024/109- REQUEST FOR PROPOSAL (RFP) FOR THE APPOINTMENT OF A CONTRACTOR FOR THE
INTERIOR BUILDING RENOVATIONS/PARTITIONING TO INCREASE OFFICE SPACE UTILIZATION
Attendance

This is to certify that has/ have today attended the
site inspection/ tender briefing session to which this RFP relates.

.....
SIGNATURE OF SFF REPRESENTATIVE
(PRINT NAME)

DATE:

Acknowledgement

THIS IS TO CERTIFY THAT (NAME)

ON BEHALF OF

VISITED AND INSPECTED THE SITE ON(DATE)

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE
RENDERED.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME):

.....
DATE

T2.2 : Returnable Schedules

15 EVALUATION AND METHODOLOGY

SFF will utilise the following methodology and criteria in selecting a preferred Service Provider:

STAGE 1 TEST FOR RESPONSIVENESS

Step 1 - Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check

1. Whether the Tender has been received on time
2. Whether all Returnable Documents were completed and returned by the closing date and time
3. Verify the validity of all returnable documents

The test for administrative responsiveness [Step One] must be passed for a Tenderer's Proposal to progress to Step Two for further pre-qualification

Step 2 – Eligibility Criteria

The test for substantive responsiveness to this RFP will include the following:

Check for substantive responsiveness

1. Whether the Tenderer attended a compulsory briefing session
2. Whether the Tenderer meets the CIDB requirements (3GB or Higher)
3. Whether the Tenderer provided CSD registration no.
4. Submission of Completed Form of offer and Acceptance
5. Cost breakdown (Fully Completed Bill Of Quantities)

The test for eligibility [Step Two] must be passed for a Tenderer's Proposal to progress to Stage 2 for further evaluation

STAGE 2: TECHNICAL / FUNCTIONALITY EVALUATION CRITERIA

Step 3: Minimum Threshold is **70%** for the Technical/Functionality Criteria

Tenderers are to note that SFF will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

The minimum threshold for technical/functionality Step 3 must be met or exceeded for a Tenderer's Proposal to progress to Stage 4 for final evaluation.

In terms of Method 2 (functionality, price and preference) described in the Conditions of Tender for evaluation of this tender, the tenderer must complete this Functionality table. The information required must be provided as additional pages attached to this table, with the number of attached pages specified and the table signed by the authorised signatory in the spaces provided below. ALSO

NOTE: The information provided by the tenderer is subject to verification and if any form of falsification or misrepresentation of any of the required details is found, the tender will be disqualified.

The functionality table below shows the fully transparent criteria for functionality evaluation and scoring. PLEASE DO NOT score any items in the table, this will be done by SFF during tender adjudication upon scrutiny and verification of the information pages appended to this Schedule.

Definition of Functionality:

“Functionality” means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

Evaluation of the Tenders:

The evaluation of the tenders will be conducted in the following two stages:

Stage 1. Firstly, the assessment of functionality will be done in terms of information made available by the tenderer according to the criteria in the Functionality Table below, where a total of 100 points are awarded, broken down as per the items listed in the table. The minimum qualifying threshold will be **70%** of the 100 points awarded for functionality. Tenders failing to attain this threshold will be disqualified without consideration of the other criteria of the CIDB Method 2 evaluation (price and preference).

Stage 2. Thereafter, only the tenders qualifying with a score of **70%** and above will be evaluated in terms of points scored for financial offer and preferences in the applicable ratio as stated in the Conditions of Tender (80:20).

FUNCTIONALITY TABLE

Item No	Technical Evaluation Criteria	Proof	Evaluation	% Weighting	
1	Relevant Project Experience and Capability	References Provide favorable letters of reference from clients for the number of completed office accommodation refurbishment contracts up to a value of no less than R3m (three million rand).	5 letters	5	30%
			4 Letters	4	
			3 Letters	3	
			2 Letters	2	
			1 Letter	1	
			Non-responsive	0	
2	Company Organogram	Provide a detailed organogram of the leadership and management structure you intend to mobilize on a substantially full-time basis on this contract.	Organogram provided evidencing personnel to be mobilized on contract with a minimum of 2 site managers	5	20%
			Organogram provided evidencing personnel to be mobilized on contract with a 1 site managers	3	
			Organogram provided not evidencing leadership and management structure.	1	
			No organogram submitted	0	
3	Company Infrastructure	Provide detailed information about your proven maximum rate of work execution and delivery during past projects, expressed in monetary value earned and duration of past projects	4 x Completion Certificates stating the value of the project and duration	5	20%
			3 x Completion Certificates stating the value and duration	3	
			2 x Completion Certificates stating the value and duration	1	
			Non- Responsive	0	
4	CV's of key personnel	Provide CV's of the key personnel to be employed substantially full time on this contract and in key supporting roles	CV's provided of the appropriately qualified and experienced personnel responsible for Aluminum work Ceilings and Partitioning Overall project management and control	5	15%
			CV's provided of the appropriately qualified and experienced personnel responsible for Aluminum work Ceilings and Partitioning	3	
			No CV's provided of the appropriately qualified and experienced personnel responsible.	0	
5	Technical Approach	Provide a detailed project programme over the six-week duration for the execution of the works taking into account the procurement of materials and its lead times and quality control	Excellent	5	15%
			Good	3	
			Poor	1	
			Non - responsive	0	

TECHNICAL SCORING CRITERIA FOR BUILDING RENOVATION WORKS

Methodology to be used for building renovation works Criteria 5

A Methodology of the building renovation works Criteria will be scored using the following guidelines:

Excellent: Specifically tailored to address the specific project objectives with regards to intended operation by client. Proposed building renovation works methodology allows, sufficiently, flexibility to accommodate changes that may occur during intended operation of complete system. The quality plan and approach to managing risk etc. are specifically tailored to the critical characteristics of the project, i.e. be specific in the detail of the approach that will ensure the project is delivered in a six (6) week time frame.

Good: Generic and not necessarily tailored to address the specific project objectives. The approach does not meaningfully deal with the critical characteristics of the project. The quality plan, and approach to managing risk etc. are too generic.

Poor: Poor / is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.

Non-Responsive: Failed to address the criteria in any meaningful way.

TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS TABLE
--

Number of additional pages appended by the tenderer to this Table: _____.

STAGE 3 (WEIGHTED SCORING)

The following preference point systems are applicable to all bids:

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

the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

Preference point system for this bid:

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

Preference points for this bid shall be awarded for:

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

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals must not exceed	100

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEM

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

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

Where

P_s = Points scored for price of bid under consideration
 P_t = Price of tender under consideration
 $P_{\min}$ = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

5.1

SFF has identified in its Supply Chain Management Policy, specific goals, which will be used to promote transformation and empowerment.

A maximum of 20 points will be awarded to a tenderer for specific goals specified in the RFP as follows:

No	SPECIFIC GOAL	MAX SCORE	POINT ALLOCATION	EVIDENCE
1	At least 51% Black Owned	10	10 points= Yes 0 points = No	Valid BBBEE certificate to verify ownership
3	At least 30% Black Women Ownership	10	10 points= Yes 0 points = No	Valid BBBEE certificate to verify ownership

Tenders must submit their B-BBEE certificate issued by an authorized body or person or a B-BBEE sworn affidavit to claim specific goal(s) points.

IN RESPECT OF EME OR QSE:

Proof of documentation must be attached in the form of:

sworn affidavit that is valid for a period of 12 months from the date signed by the commissioner

SFF can only award points provided sufficient information and required documents are correctly completed and returned with the proposals.

POINTS OBTAINED FOR PRICE SHOULD BE ADDED TO POINTS OBTAINED FOR SPECIFIC GOALS.

TENDER MUST BE AWARDED TO THE TENDERER SCORING THE HIGHEST POINTS. HOWEVER, A CONTRACT MAY BE AWARDED TO A TENDERER THAT DID NOT SCORE THE HIGHEST POINTS ONLY IN ACCORDANCE WITH SECTION 2 (1)(F) OF THE PPPFA 05 OF 2000.

Part C1: Agreement and Contract Data

C1.1: FORM OF OFFER AND ACCEPTANCE

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

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is	R
(in words)	

This Offer of the offered total of the Prices ("the Offer Price") will be full consideration for the obligations and liabilities undertaken by the tenderer for carrying out the work activities necessitated by the Scope of Works, and may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed. The tenderer will become the party named as the *Contractor* in the Contract Agreement ("the Contract Agreement") to be executed by the Employer and the tenderer as soon as reasonably practicable after acceptance by the Employer of the Offer Price .

The Conditions of Contract are the Minor Works Agreement (Edition 5.2 of May 2018), published Joint Building Contracts Committee (JBCC).

The JBCC Minor Works Agreement Contract Data form an integral part of this agreement. See section C1.2 Contract Data.

The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement (Edition 6.2 – May 2018) shall be deemed to be incorporated in the project specific preliminaries, amended as hereinafter described.

The contractor is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause. Copies of these documents may be obtained via www.jbcc.co.za or info@jbcc.co.za.

Preambles for Trades

The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in the Project Specific Preliminaries.

The contract sum shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the *Contractor* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s)

Name(s)

Capacity

for the Employer

Strategic Fuel Fund

Name & signature of witness (Insert name and address of organisation)

Date

C1.2 CONTRACT DATA (REFER TO ANNEXURE F, G, H, I)

Part C2: Pricing data

C2.1 PRICING ASSUMPTION

GENERAL

It will be assumed that prices included in the pricing schedule are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.

The Contractor is paid according to a bill of quantities for completed work i.e. work without Defects. The JBCC Minor Works Agreement (Edition 5.2 of May 2018) is a re-measurement contract and the bill comprises only items measured in terms of the standard method of measurement using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

The method of measurement is according to the Seventh Edition of the Standard System of Measuring Builder's Work, amended 2017, published by the Association of South African Quantity Surveyors as well as the General Preambles for Trades (2017 Edition) as recommended and published by the Association of South African Quantity Surveyors, and, where applicable, the latest release of the Civil Engineering Standard Method of Measurement: South African Edition.

Use is made of method related charges for Equipment applied to Providing the Works based on durations shown in the Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

Information in the bill of quantities is not Scope or Site Information. Accordingly, instructions to do work or how it is to be done are not included in the bill, but in the Scope as the Contractor Provides the Works in accordance with the Scope. The bill of quantities is only a pricing document.

The bill of quantities needs to be read in conjunction with the drawings identified in the Scope.

In the event of any ambiguity or inconsistency between the statements in the method of measurement and this section, the interpretation given in these pricing assumptions, the latter shall prevail.

The units of measurement described in the bill of quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre

km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

For the purpose of the pricing schedule, the following words have the meanings hereby assigned to them:

- Unit: The unit of measurement for each item of work as defined in the relevant Standards or Specifications stated in the Scope of this document.
- Quantity: The number of units of work for each item.
- Rate: The agreed payment per unit of measurement.
- Amount: The product of the quantity and the agreed rate for an item.
- Sum or Lump sum: An agreed amount for an item, the extent of which is described in the pricing schedule but the quantity of work of which is not measured in any units.

Descriptions in the pricing schedule are abbreviated and comply generally with those in the Standards or Specifications stated in Scope of this document.

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

The Prices and rates stated for each item in the bill of quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.

An item against which no Price is entered will be treated as covered by other Prices or rates in the bill of quantities.

All Prices in the bill of quantities exclude VAT, while the total of Prices reflected in the Form of Offer and Acceptance includes VAT.

Where the Scope requires detailed shop drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.

Those parts of the contract to be constructed using labour-intensive methods (if applicable) have been marked as such in the pricing schedule and Scope. The works, or parts of the works so designated are to be constructed using labour-intensive methods only, and pricing for such items must make provision for this accordingly. The use of equipment to provide such works, other than Equipment specifically provided for in the Scope, is not allowed and in contravention of the contract. The items designated as labour-intensive are not necessarily an exhaustive list of all the activities which must be done labour-intensively, and this instruction does not override any of the requirements in the general labour-intensive specification in the Scope.

C2.2 PRICING SCHEDULES / PROVISIONAL BILLS OF QUANTITIES (REFER TO ANNEXURE J)

Part C3: Scope of Work & SFF Specification

Executive Summary:

The SFF Head Office is looking to utilize office space of the “Petro SA Parow Main Building 3rd floor Administrative offices” and, to maximize the efficient space utilization, SFF requires the services of a **Qualified General Building Contractor** to renovate/partition the current office space (refer to floor layout) to comfortably house the entire SFF Head Office staff and future staff additions (in line with the proposed floor layout).

The CIDB classification of the works will be General Building (GB) and the grading will be grade (3GB or Higher).

Background

SFF, a subsidiary of CEF group, owns and operates the Milnerton, Saldanha Crude oil storage terminal. SFF manages South Africa’s Inventory of crude oil and provides storage capacity for the third-party clients.

The SFF Head Office will be relocating all of their Head Office staff to the “Petro SA, Parow Main Building, 3rd floor Administrative offices” and part of the occupancy requirement is that the current office space be upgraded/partitioned with drywalls and Aluminum to make allowance for the comfortable occupancy of all the HO staff members and any future staff additions.

The Supplier must be able to plan, prepare and execute the work independently of the SFF Service Coordinator/Project Engineer.

Scope of Work

SFF is seeking to appoint a qualified General Building Contractor to upgrade the current office space to make allowance all the HO staff members and any future staff additions.

- Partitioning of the Petro SA Parow Main Building 3rd floor administrative offices for the occupancy to accommodate all staff members and potential future staff.
- Office partitioning to meet all required and relevant building standards for human occupancy and document storage requirements.

SFF will also provide the current “As built” drawings of the 3rd floor of the Petro SA Parow Main Building Administrative offices (**Refer to Annexure K**) and will also provide the proposed layout (**Refer to Annexure L**).

The proposed partitioning works must take into consideration the current setup of lighting and electrical connections and must factor in the incorporation of the current setup i.e. moving of light fixtures and electrical points must be kept to a minimum.

The Petro SA main building has a centralized aircon unit and the partitioning must take this into consideration, i.e. there will be no new aircon installation with the partitioning to be done and therefore all partitioning that will be at ceiling level must make allowance for efficient aircon distribution to all offices.

All new offices to be supplied with locks and 3 spare keys.

Working Hours

SFF has committed to allow 24/7 access to the successful tenderer in order to achieve the project duration objectives, Tenderers are advised to be mindful and make appropriate allowance for this in their costings as well as the project plan/programme.

The tenderer must appoint a construction safety officer, in writing, who will also facilitate the safety requirements required outside normal working hours/ on a shift basis. The tenderer must make provision for the cost of these services in their proposal.

Duration

The duration for the implementation of the Scope of Works will be **6 WEEKS** from site handover.

Application

The appointed contractor shall perform all work in strict accordance with the latest approved edition of the applicable "SABS / SANS" standards.

All civils work shall be performed in strict accordance with the PetroSA Work Practice and Policies. PetroSA will share the applicable procedures with the appointed Contractor.

Price

This is a fixed price contract

Site Camp/ Lay down Area

Contractor to arrange with SFF the site camp in a way to allow proper access for trucks etc and not to disrupt any other surrounding businesses, Allowance should be made for traffic control.

Training

The Contractor shall be responsible for training all its personnel, including casual labour, to the minimum required level of competency to perform his / her duties safely and effectively.

In addition, the relevant workers must be trained in the following:

- Confined space entry
- Working at heights
- First Aid and
- Firefighting

All personnel shall be suitably qualified and have the necessary experience to perform the Services. SFF will have the right to evaluate, test and interview all personnel designated to perform the Services.

Equipment and tools

The Contractor will maintain a register of all the tool that will be used for the civils work and SFF SHEQ Officer will inspect the equipment on a regular basis to ensure it is in good condition and safe to use.

Safety plan/ file

The Contractor will provide to SFF a safety Plan/ File that will include:

1. Valid Letter of Good Standing
2. Risk Assessment
3. PPE Register
4. Health and Safety Policy
5. Legal Appointments
6. Training Records
7. Medical Surveillance Records
8. Tool box Talk Record
9. Incident Reporting and Investigation Procedures

Environmental plan

The Contractor shall describe in this plan how his / her Company will comply with environmental regulations of SFF. Any hazardous waste must be disposed of in a safety responsible manner and where required SFF may request a disposal certificate.

Returnable Documents to be submitted by the Contractor with the RFP:

In responding to this proposal, the following must be submitted:

- *The Priced Provisional Bill of Quantities (BOQ)*
- *Provide a works program for the construction works within a **6-week period** (Allowance for Night Shift to be clearly indicated in the works program).*

Please note that a Close out report will be required at the Handover of the Completed works.

Strategic Fuel Fund – Existing specification to be used for the renovations to increase office space utilization

Carpentry and Joinery

All doors shall be from Amdoor (Pty) Ltd or similar approved.

- SABS 1301 Particle board: interior type
- Decorative laminate finish: Laminate finish shall be glued under pressure. Edge strips shall be butt jointed at junctions with adjacent similar finish.

Veneer Doors in Solid Cherry VOE All sizes as per Bill of quantities.

Ceilings & Partitions

Rhino-Drywall partition systems or similar approved.

Rhino-Drywall partitions shall comprise 63,5mm top and bottom galvanised steel tracks with 63,5mm. galvanised steel vertical studs at maximum 600mm centres, friction fitted or pop-riveted to the top and bottom tracks with similar additional vertical studs as necessary at abutments, ends, etc. and covered as described with wallboard screwed to studding with "Drywall" screws at maximum 220mm centres. Boards shall be butt jointed and finished with "Rhino" tape and "Ready-mix D" jointing compound, all in accordance with the manufacturer's instructions, complete with flat section aluminium skirtings. Intersections and abutments are measured separately, and descriptions shall be deemed to include any additional studs, corner beads, jointing compound.

Product specification or similar approved.

GYPROC wall classic dry wall system 63 consisting of 12.5mm rhinoboard board one layer fixed to framework both side consisting of GYPFRAME™ULTRASTEEL® studs friction fitted into top and bottom GYPFRAME™ULTRASTEEL® track at 600mm centres fixed to the wall using GYPROC galvanised angle 25mm x 25mm with 63mm is over cavitybatt". insulation inserted into cavity of partitioning, apply Gyproc RHINOTAPE® to all joints and internal corners, install GYPFRAME™ corner bead to all external corners.

Ironmongery

All Ironmongery to be similar approved.

Finishes to Ironmongery.

Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following lists

- SBL Satin bronze lacquered
- CP Chromium plated
- SC Satin chromium plated
- SE Silver enamelled
- GE Grey enamelled
- AS Anodised silver
- AB Anodised bronze
- AG Anodised gold

- ABL Anodised black
- PB Polished brass
- PL Polished and lacquered
- PT Epoxy coated
- SD Sanded

Locks & Closers

- QS Roller Bolt and Keep Adjustable PB QS6001PB or similar approved.
- Cylinder Euro Dead Lock D037D S/steel Dtl 60303734 Dorma or similar approved.
- Cylinder Double 66mm Np Lk106 B3159 or similar approved.
- Cylinder Profile Escutcheon Ss B3106 or similar approved.

Handles

- Pull Handle Stainless Steel 1.8m Back-To-Back. or similar approved.
- Dorma approved. Door Closer Ts91b/gsremf1 Hold Open Silver Dorma or similar approved.

Fire Escape

- Panic Latch PHA2000 Pha1/s Silver Dorma or similar approved.
- Door Closer TS91B/2-S Standard Dorma or similar approved.

Aluminium Windows

6.38mm Purpose-made anodized powder coated window, glazed with "PG" SmartGlass soundproof glass, clear laminated sound control safety glass complying with SANS 1263 part 1, with name of manufacturer permanently marked on each sheet visible after glazing, glazed in accordance with SANS 10400-part N schedule 1 and SANS 0137:2011 all in accordance with SANS 10400 parts B, N, XA (All windows will include existing vinyl print) or similar approved.

Aluminium Door Frame

90mm Thick single rebated frame in partition including all support.

Aluminium Ventilation Louver

Standard natural anodise aluminium to window/door/partitions specified size on site.

Galvanised Metal Door Frame

1.6mm Thick "Durowin" double rebated hot dipped galvanised mild steel door frames for one brick wall or similar approved.

Paint Work

All painting shall be done in accordance with "Plascon" approved specifications or similar approved.

On Partition walls

- One coat Plaster primer and two coats high quality washable emulsion paint with a 10-year guarantee

On metal Surfaces (Door Frame)

- One coats Epiwash, one coat metal primer and two coats Satin Polyurethan

On Wood

- One coat "Woodoc" woodcare pretreatment, and three coats Woodoc 25 Satin sealer to match existing colour or similar approved.

PART C4 – Site information

Petro SA Parow Main Building 3rd floor administrative offices for the occupancy to accommodate all staff members and potential future staff

**151 Frans Conradie Drive , Parow
Cape Town,
South Africa
7441**

<https://maps.app.goo.gl/m28RT551eMYBj53LA>



ANNEXURES

- ANEXXURE F – JBCC MWA Edition 5.2 2018
- ANEXXURE G – JBCC MWA Contract Data Edition 5.2 2018
- ANEXXURE H - JBCC MWA Waiver of Contractor's Lien
- ANEXXURE I - JBCC MWA Guarantee for Construction
- ANEXXURE J – Provisional Bills of Quantities
- ANEXXURE K – As Built Layout
- ANEXXURE L – Proposed Layout



MINOR WORKS AGREEMENT

Project RENOVATIONS TO INCREASE OFFICE SPACE UTILIZATION

Employer STRATEGIC FUEL FUND

Contractor

Contract Date

File Code

The Joint Building Contracts Committee® - NPC Minor Works Agreement Edition 5.2 – May 2018

JBCC®

The Joint Building Contracts Committee® NPC (JBCC®) is representative of building owners and developers, professional consultants and general and specialist contractors who contribute their knowledge and experience to the compilation of the JBCC® documents. The JBCC® documents portray the consensus view of the constituent members and are published in the interests of standardisation and good practice with an equitable distribution of contractual risk

For more information about the JBCC®, frequently asked questions, where documents may be purchased as well as training courses visit www.jbcc.co.za. The JBCC® does not sell directly to users but may be contacted at info@jbcc.co.za

Minor Works Agreement structure

The agreement clauses follow the project execution sequence. The documents aim to set out clear, balanced and enforceable procedures, rights and obligations which, when competently managed and administered, protect the employer, contractor and subcontractors alike. The following additional documents form part of the suite of contract agreements:

- The JBCC® Minor Works Agreement Contract Data that incorporates specific employer and contractor requirements
- The JBCC® General Preliminaries that covers all aspects of preliminaries for most types of projects

This agreement is intended for use where:

- The works are not complex

The employer appoints:

- A principal agent to administer the agreement and or other agents for specific aspects of the works
- Direct contractors for specialised work or installation not undertaken by the contractor

This agreement is suitable but not limited for use where:

- The contractor is a small to medium enterprise
- The employer carries the major liabilities related to the works
- The employer is responsible for the primary insurances related to the works

This agreement is *not* suitable where the works requires:

- The appointment of nominated or selected subcontractors
 - Cost fluctuations
- and is *not* considered suitable where:
- The anticipated construction period is longer than nine months
 - The necessary contract documentation is not complete and available at tender stage
 - Completion in sections is required

Warning!

The JBCC® Minor Works Agreement Edition 5.2 has been coordinated with the JBCC® General Preliminaries and the JBCC® certificate forms and support documents. Forms from previous editions are not compatible with the JBCC® Minor Works Agreement Edition 5.2

Persons entering into or preparing contracts using the JBCC® suite of contract agreements and support documents are warned of the dangers inherent in modifying any part of it

Experience has shown that changes drafted by others, including members of the building professions, often have results that may be prejudicial to either, or both, parties

Disclaimer

While the JBCC® aims to ensure that its publications represent best practice, it does not accept or assume any liability or responsibility for any events or consequences which derive from the use of the JBCC® documents

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Actions by the parties / principal agent within a given time

Clause	Time period	Action	Purpose
2.4	1WD-7 CD	parties or principal agent,	notices deemed to be received
5.4	5 WD	contractor > PA > employer	non-performance of an agent i.t.o. this agreement
5.5	10 WD	employer	inability to act, replace/appoint another agent i.t.o. this agreement
5.5	5 WD	contractor > employer	not appoint agent on reasonable objection
8.0	before start	employer	works risk/public liability/supplementary insurance
9.3.1	15 WD	parties	provide securities
9.3.2	20 WD	parties	provide replacement securities
9.3.3		parties	adjust security value if contract value increased by 10%+
9.3.4	10 WD	parties	return original security form on expiry
11.1	15 WD	contractor	provide security/priced document/programme
11.2.6	10 WD	contractor	commence works
12.0	before start	principal agent + agents	setting out information
14.3	5 WD	contractor	carry out a contract instruction, where practical
15.2.2	5 WD	contractor > principal agent	notice to inspect for practical completion
15.3		principal agent > contractor	list for practical completion after inspection
15.4	5 + 5 WD	contractor > principal agent	no 'list' > notice > deemed practically complete
16.3	5 WD	principal agent > contractor	updated list for final completion after inspection
17.4.1	10 WD	principal agent	revised date for practical completion
17.4.2	10 WD	principal agent	adjustment of the contract value
19.2	date [CD]	PA > contractor/employer	issue payment certificate and support forms
19.9	14 CD	employer pay contractor	make payment from date of payment certificate
19.10	21 CD	contractor pay employer	i.t.o. schedule from principal agent
19.11	3 WD notice	contractor > employer	no payment, notice to suspend/call on security/termination
19.12	5 WD	principal agent > contractor	final 'pay' certificate after certificate of final completion/accept final account
20.5	notice	contractor > principal agent	notice of possible expense and loss
20.8	30 WD	principal agent	prepare final account after date of practical completion
20.9	15 WD	contractor	accept final account
20.10	10 WD	contractor > principal agent	notice dispute final account/resolve issues and issue final account
21.2	5 WD notice	employer (PA) > contractor	list of defaults to be remedied > suspend works
21.4	5 WD notice	employer > contractor	intention to terminate if default not remedied
21.5	forthwith	employer > contractor	termination
21.7	10 WD	contractor > employer	intention to suspend/terminate if defaults not remedied
21.14.1	10 WD	contractor	remove construction equipment after termination
21.20	20 WD	principal agent (+ contractor?)	prepare status report
21.22	30 WD	principal agent (+ contractor?)	complete and agree final account
22.1	notice	either party	notice of a disagreement
22.2	10 WD	either party	disagreement not resolved > dispute
22.5.4	10 + 10 WD	either party	no determination > notice, no determination > arbitration

MINOR WORKS AGREEMENT

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INTERPRETATION

1.0 DEFINITIONS and INTERPRETATION

1.1 Definitions

A word or phrase in bold type in this agreement shall have the meaning assigned to it in these definitions

A word or phrase not in bold type shall be interpreted in the context of its usage

AGENT: An entity [CD] appointed by the **employer** to deal with specific aspects of the **works**

AGREEMENT: The JBCC® Minor Works Agreement and the JBCC® **contract data**, the **contract drawings**, the specification, the **priced document** and any other documents reduced to writing and signed by the authorised representatives of the **parties**

BILLS OF QUANTITIES: The document drawn up in accordance with the measuring system [CD]

CALENDAR DAYS: Twenty-four (24) hour days commencing at midnight (00:00) which include Saturdays, Sundays, proclaimed public holidays and recorded **contractor's** annual holiday periods [CD]

CERTIFICATE of FINAL COMPLETION: A certificate issued by the **principal agent** to the **contractor** with a copy to the **employer** stating the date on which **final completion** of the **works** was achieved

CERTIFICATE of PRACTICAL COMPLETION: A certificate issued by the **principal agent** to the **contractor** with a copy to the **employer** stating the date on which **practical completion** of the **works** was achieved

CONSTRUCTION EQUIPMENT: Equipment and/or plant provided by or belonging to the **contractor** used during the **construction period**

CONSTRUCTION INFORMATION: All information issued by the **principal agent** and/or **agents** including this **agreement**, specifications, drawings, schedules, **notices** and **contract instructions** required for the execution of the **works**

CONSTRUCTION PERIOD: The period commencing on the date [CD] of possession of the **site** by the **contractor** and ending on the date of **practical completion**

CONTRACT DATA: The document listing the project specific information

[CD]: The notation used where additional information is recorded in the **contract data**

CONTRACT DRAWINGS: The drawings listed [CD]

CONTRACT INSTRUCTION: A written instruction issued by or under the authority of the **principal agent** to the **contractor** which may include drawings, photographs and other **construction information**

CONTRACT MINUTES: A comprehensive set of minutes prepared by the **principal agent** in which all pertinent contractual information that arises at meetings is progressively recorded

CONTRACT SUM: The accepted tender amount, inclusive of **tax** [CD] that is not subject to adjustment

CONTRACT VALUE: A monetary value initially equal to the **contract sum**, inclusive of **tax** that is subject to adjustment in terms of this **agreement**

CONTRACTOR: The **party** [CD] contracting with the **employer** for the execution of the **works**

DEFAULT INTEREST: Interest at six (6) percentage points per annum above the ruling rate of **interest** where payment has not been received within the stipulated period compounded monthly from the due date for payment until the date of payment

DEFECT: Any aspect of materials and workmanship forming part of the **works** that does not conform to the **agreement** and/or **construction information**

DIRECT CONTRACTOR: An entity appointed under separate agreement by the **employer** to do work on **site** prior to **practical completion** [CD]

EMPLOYER: The **party** [CD] contracting with the **contractor**

EMPLOYER'S ALLOWANCE: An amount including the **contractor's** mark-up included in the **contract sum** for work intended for execution by the **contractor**, or by others, the extent of which is identified but not detailed

FINAL ACCOUNT: The document prepared by the **principal agent** that reflects the final **contract value** of the **works** at **final completion** or termination

FINAL COMPLETION: The stage of completion of the **works** as certified by the **principal agent** where the **works** has been completed and is free of **defects**

FINAL PAYMENT CERTIFICATE: The certificate issued by the **principal agent** after the issue of the **certificate of final completion** after the **final account** has been agreed

FORCE MAJEURE: An exceptional event or circumstance that:

- Could not have been reasonably foreseen
- Is beyond the control of the **parties**, and
- Could not reasonably have been avoided or overcome

Such an event may include but is not limited to:

- Acts of war (declared or not), invasion and/or hostile acts of foreign enemies
- Insurrection, rebellion, revolution, military or usurped power and terrorism
- Civil commotion, disorder, riots, strike, lockout by persons other than the **contractor's** employees or his subcontractors
- Sonic shock waves caused by aircraft or other aerial devices and ionising or radioactive contamination
- Explosive materials, except where attributable to the **contractor's** use of such technology
- Natural catastrophes including earthquakes, floods, hurricanes or volcanic activity

FREE ISSUE: **Materials and goods** provided at no cost to the **contractor** by the **employer** for inclusion in the **works** [CD]

GUARANTEE for ADVANCE PAYMENT: A **security** in terms of the **JBCC®** Guarantee for Advance Payment form, obtained by the **contractor** from an institution approved by the **employer**

GUARANTEE for CONSTRUCTION: A **security** in terms of the **JBCC®** Guarantee for Construction form, obtained by the **contractor** from an institution approved by the **employer**

GUARANTEE for PAYMENT: A **security** in terms of the **JBCC®** Guarantee for Payment form, obtained by the **employer** from an institution approved by the **contractor**

INTEREST: The bank rate applicable from time to time to registered banks borrowing money from the Central or Reserve Bank of the country [CD]. The ruling bank rate on the first **calendar day** of each month shall be used in calculating the interest due for such month

JBCC®: The Joint Building Contracts Committee® NPC

LATENT DEFECT: A **defect** that a reasonable inspection of the **works** by the **principal agent** and/or **agents** would not have revealed

LAW: The law of the country [CD]

LIST FOR COMPLETION: A list that may include marked up drawings and photographs issued by the **principal agent** where **practical completion** has been certified, listing **defects** and/or outstanding work to be completed

LIST FOR FINAL COMPLETION: A list that may include marked up drawings and photographs issued by the **principal agent** after the inspection of the **works** for **final completion**, where **final completion** has not been achieved, listing **defects** and/or outstanding work to be completed to achieve **final completion**

LIST FOR PRACTICAL COMPLETION: A comprehensive and conclusive list that may include marked up drawings and photographs issued by the **principal agent** after the inspection of the **works** for **practical completion**, where **practical completion** has not been achieved, listing the **defects** and/or outstanding work to be completed to achieve **practical completion**

MATERIALS AND GOODS: Unfixed materials, goods and/or items prefabricated for inclusion in the **works** whether stored on or off the **site** or in transit

NOTICE: A written communication, excluding social media, issued by either **party**, the **principal agent** and/or **agents** to the other **party**, the **principal agent** and/or **agents** to, inter alia, record an event, request for outstanding **construction information** and/or where **suspension** and/or resumption of the **works** and/or termination of this **agreement** is contemplated

PARTY: The **employer** and/or the **contractor** and “**parties**” shall refer to both of them

PAYMENT CERTIFICATE: A certificate issued at regular agreed intervals [CD] by the **principal agent** to the **parties** certifying the amount due and payable in terms of the **JBCC®** Payment Certificate format

PAYMENT REDUCTION: The **security** selected by the **contractor** as a payment reduction from the value certified in a **payment certificate**. The **principal agent** shall withhold ten per cent (10%) of each **payment certificate** until five per cent (5%) of the **contract sum** is reached. Half this amount is released at **practical completion** and the remainder included in the **final payment certificate**

PENALTY: The stipulated amount per **calendar day** [CD] payable by the **contractor** to the **employer** where the date or the revised date for **practical completion**, whichever is the later, has not been met

PRACTICAL COMPLETION: The stage of completion as certified by the **principal agent** where the **works** has been completed and is free of patent **defects** other than minor **defects** identified in the **list for completion** and can be used for the intended purpose [CD]

PRELIMINARIES: The **JBCC®** General Preliminaries and/or the items listed in the preliminaries section of the **priced document**

PRICED DOCUMENT: The document incorporating quantities and/or rates used in the compilation of the **contract sum** such as **bills of quantities**, **preliminaries** and schedules of rates

PRIME COST AMOUNT: An amount included in the **contract sum** for the delivered cost of **materials and goods** obtained from a supplier as instructed by the **principal agent**

PRINCIPAL AGENT: The entity [CD] appointed by the **employer** with full authority and obligation to act in terms of this **agreement**

PROGRAMME: A diagrammatic representation of the planned execution of units of work or activities indicating the dates for commencement and completion prepared and maintained by the **contractor**

SECURITY: A monetary guarantee [CD] provided by the **employer** to the **contractor**, or vice versa, in terms of this **agreement** [CD] from which either **party** may recover expense and loss in the event of default

SITE: The land, or place, where the **works** is to be executed [CD]

STATUS REPORT: A report compiled by the **principal agent** and/or **agents** in the event of termination of the **agreement**, or where the **works** has been suspended due to a **force majeure** event, to record the state of completion or otherwise of the **works**. Such **status report** may include marked up drawings and photographs

SUSPENSION: The temporary cessation of the **works** by the **contractor**

TAX: Value-added tax, general sales tax or similar consumption tax applicable by **law**

WORKING DAYS: **Calendar days** which exclude Saturdays, Sundays, proclaimed public holidays and recorded annual **contractor's** holiday periods [CD]

WORKS: The extent of work to be executed by the **contractor** described in the **agreement** and **contract instructions**, which includes **free issue**, and **materials and goods**. Work or installations to be executed by **direct contractors** and others responsible to the **employer** are excluded [CD]

1.2 Interpretation

- 1.2.1 The words 'accept, allow, appoint, approve, authorise, certify, decide, demand, designate, grant, inform, instruct, issue, list, **notice**, notify, object, record, reduce, refuse, request, state' and their derivatives require such acts to be in writing
- 1.2.2 The masculine gender includes the feminine and neuter genders and vice versa, the singular includes the plural and vice versa and a person includes juristic or artificial persons
- 1.2.3 The headings of clauses are for information only and shall not be used in interpretation
- 1.2.4 Reference to a clause number written as [54.3.2] means that specific clause; or clause [54.3.2-4] means sub-clauses 2 to 4 inclusively; or clause [54.3.2 & 4] means sub-clauses 2 and 4 only
- 1.2.5 The word 'deemed' shall be conclusive that something is fact, regardless of the objective truth

2.0 LAW, REGULATIONS AND NOTICES

- 2.1 The **parties** shall comply with the **law** [CD], obtain permits, licences and approvals required and pay related charges for the execution of the **works**. The **employer** shall obtain permits, planning, building or similar permissions and pay charges for the **works** other than those which are the responsibility of the **contractor**
- 2.2 All communication or **notices** between the **parties** shall be in the language of this **agreement** and in a form that can be read, copied and recorded
- 2.3 Legal processes arising out of or concerning this **agreement** may validly be delivered to and served on the **parties** at the physical address of the **parties** recorded in this **agreement**. Either **party** may, at any time, by **notice** to the other, change its physical address provided it is in the same country
- 2.4 **Notices** given in terms of this **agreement** shall be deemed to have been received where:
- 2.4.1 Delivered by hand - on the day of delivery
- 2.4.2 Sent by electronic mail, excluding social media - within one (1) **working day**
- 2.4.3 Sent by registered post - within seven (7) **calendar days** after posting

3.0 OFFER, ACCEPTANCE AND ASSIGNMENT

- 3.1 The objective of this **agreement** is the execution of and payment for the **works** for which there has been an offer by the **contractor** and an acceptance by the **employer**
- 3.2 The currency applicable to this **agreement** is as recorded [CD]
- 3.3 This **agreement** shall come into force on the date of acceptance by the **employer** and continue to be of force and effect until the end of the **latent defects** liability period [16.0] notwithstanding termination [21.0] or the certification of **final completion** [16.2.2] and final payment [19.8]
- 3.4 Should any provision of this **agreement** be unenforceable the **parties** shall in good faith agree alternative provisions in terms of this **agreement**
- 3.5 Failure or omission by a **party** to enforce any provision of this **agreement** shall not constitute a waiver of such provision or affect such **party's** rights to require the performance of such provision in the future
- 3.6 Neither **party** shall assign or cede rights or assign rights or obligations under this **agreement** without the prior written consent of the other **party**, which consent shall not be unreasonably withheld

4.0 DOCUMENTS

- 4.1 Documents referred to in this **agreement** shall mean the current edition thereof with all amendments thereto as at the date of submission of the **contractor's** tender
- 4.2 The **parties** shall sign the original **agreement** and shall each be issued with a copy thereof. The original signed **agreement** shall be held by the **principal agent** [CD]
- 4.3 The **priced documents** shall not be used as a specification of **materials and goods** or methods
- 4.4 The content of this **agreement** shall not be published or disclosed or used for any purpose other than that specified in this **agreement**
- 4.5 The **principal agent** and/or **agents** shall timeously provide the number of copies of drawings, un-priced **bills of quantities** and other **construction information** at no cost to the **contractor** [CD]

5.0 EMPLOYER'S AGENTS

- 5.1 The **employer** warrants that the **principal agent** has full authority and obligation to act and bind the **employer** in terms of this **agreement**. The **principal agent** has no authority to amend this **agreement**
- 5.2 The **employer** may appoint **agents** to deal with specific aspects of the **works** in terms of this **agreement** [CD]. The **principal agent** shall give **notice** to the **contractor** where such authority is delegated to issue **contract instructions** and perform duties for specific aspects of the **works**

- 5.3 The **principal agent** and/or **agents** shall declare any interest or involvement in the **works** other than a professional interest, where applicable [CD]
- 5.4 Where the **principal agent** fails to act in terms of this **agreement** and/or any **agent** fails to act in terms of delegated authority, the **contractor** shall give **notice** to the **principal agent**, with a copy to the **employer**, to rectify such default within five (5) **working days**. Where such default has not been rectified, the **contractor** may give **notice** to suspend the **works**
- 5.5 Where the **principal agent** or any **agent** fails to act or is unable to act or ceases to be the **principal agent** or an **agent** in terms of this **agreement**, the **employer** shall appoint another **principal agent** or **agent** within ten (10) **working days** of the date of such **notice** from the **contractor**. The **employer** shall not appoint a **principal agent** or an **agent** against whom the **contractor** makes reasonable objection within five (5) **working days** of receipt of **notice** of intention to make such an appointment
- 5.6 The **employer** shall not interfere with or prevent the **principal agent** or an **agent** from exercising fair and reasonable judgement when performing their obligations in terms of this **agreement**

6.0 PRINCIPAL AGENT

- 6.1 The **principal agent** shall:
- 6.1.1 Administer this **agreement**
- 6.1.2 Meet regularly with the **contractor** and **agents** to monitor progress of the **works**, and to deal with technical and coordination matters. The **principal agent** shall record and timeously distribute the **contract minutes** of such meetings
- 6.1.3 Issue **construction information** timeously
- 6.1.4 Give the **contractor** interpretations and direction on the standard of work and the state of completion of the **works** required of the **contractor** to achieve **practical completion** and **final completion**
- 6.1.5 Revise the date for **practical completion** [17.0]
- 6.1.6 Issue a **certificate of practical completion** and a **certificate of final completion** where the **works** has reached the specified standard of completion [15.3.3; 16.2.2]
- 6.1.7 Issue interim **payment certificates** to the **contractor** by the due date [CD] with a copy to the **employer** until the issue of the **final payment certificate** [19.2]
- 6.1.8 Adjust the **contract value** and prepare the **final account** [20.0]

7.0 DESIGN RESPONSIBILITY

- 7.1 The **contractor** shall not be responsible for the design of the **works** other than the **contractor's** temporary works. The **contractor** shall not be responsible for the coordination of design elements

INSURANCES AND SECURITIES

8.0 RISKS, INDEMNITIES AND INSURANCES

- 8.1 The **employer** shall be at risk for and indemnifies and holds the **contractor** harmless from claims or proceedings for damages, expenses and/or loss (including legal fees and expenses) in respect of or arising from or out of the execution of the **works** or occupation of the **site** by the **contractor** due to:
- 8.1.1 Physical loss and repairing damage to the **works** including existing structures and the contents thereof
- 8.1.2 The support of structures being altered or added to and/or the removal of or weakening of or interference with the support of land and/or property adjacent to or within the **site**
- 8.1.3 A defect in **free issue** and/or work to be executed and/or installed in the **works** by a **direct contractor**
- 8.1.4 Design of the **works** (other than **contractor's** temporary works)

8.1.5 **Force majeure**

8.2 The **employer** shall effect and keep in force in the joint names of the **parties** the following insurances from the date of possession of the **site** until the issue of the **certificate of practical completion**

8.2.1 Contract works insurance [CD] for the **works** that shall make provision for **direct contractors** [CD], **free issue** [CD], **materials and goods**, professional fees, temporary works, the clearing away and removing of all debris, any other costs to reinstate the **works** and where required and damage to **employer** owned surrounding property [CD]

8.2.2 Supplementary insurance [CD] for the **works** against loss or damage caused by civil commotion, riot, strike, labour disturbances and lockout to the extent not insured under the contract works insurance

8.2.3 Public liability insurance [CD] providing indemnity in respect of accidental death or injury to any person and accidental loss of or physical damage to tangible property to remain in force to **final completion**

8.2.4 Removal of lateral support insurance [CD] where the **employer** considers that the execution of the **works** could cause the removal of or weakening of or interference with the support of land or property adjacent to or within the **site** (including **employer** owned surrounding property) and the consequences thereof. The **employer** shall appoint an **agent** to design and monitor appropriate support structures for use in excavations and/or in an existing property that forms part of the **works** and/or the **site**

8.2.5 Other insurances [CD]

8.3 The **employer** shall provide the **contractor** with the entire policy wording of such policies

8.4 The **employer** shall give **notice** to the insurers of any relevant changes in respect of this **agreement**

8.5 The **contractor** shall effect and keep in force until the **contractor's** responsibility has ended insurances in respect of his:

8.5.1 Employees

8.5.2 **Construction equipment**

8.6 The **contractor** shall be responsible for the policy deductibles [CD] in respect of the insurances arranged by the **employer** where an action or inaction by the **contractor** is the cause of a claim

8.7 Should any incident or event occur which could give rise to a potential claim in terms of the insurances arranged by the **employer**, the **contractor** shall give **notice** to the **principal agent**

9.0 **SECURITIES**

9.1 The **contractor** shall offer one of the following to the **employer**:

9.1.1 A **guarantee for construction**

or...

9.1.2 **Payment reduction**

9.2 The **employer** shall provide to the **contractor** a **guarantee for payment** where required in the accepted tender [CD]. On receipt of such **security** the **contractor** shall waive his lien or right of continuing possession of the **works**, where this has not been waived

9.3 The **parties** shall:

9.3.1 Provide to the other **party** the **security** [CD] within fifteen (15) **working days** of acceptance of the tender

9.3.2 Provide to the other **party** a replacement **security** where the date for **practical completion** is extended to suit the revised **construction period** for an appropriate value at least twenty (20) **working days** prior to its expiry date

9.3.3 Where the **contract value** exceeds the **contract sum** by more than ten per cent (10%), provide an adjusted **security** at the **employer's** expense and provide written proof of such adjustment to the respective **parties**

9.3.4 Return the original (adjusted) **security** form within ten (10) **working days** after its expiry date

- 9.4 Where an advanced payment is required for work prior to installation or for **materials and goods** stored off **site**, the **contractor** shall provide a **guarantee for advance payment** equal in value to the aggregate amount of all such advanced payments [CD]
- 9.5 Where a **party** makes an unjustified call on a **security**, the amount paid and **default interest** shall be paid to the other **party**

EXECUTION

10.0 OBLIGATIONS OF THE EMPLOYER

- 10.1 The **employer** shall:
- 10.1.1 Appoint **agents** to deal with specific aspects of the **works** in terms of this **agreement**
 - 10.1.2 Ensure the **principal agent** and/or **agents** provide all **construction information** timeously to the **contractor**
 - 10.1.3 Record specific requirements [CD] where the existing premises will be in use and occupied during the execution of the **works** including restriction of working hours [CD]
 - 10.1.4 Record and describe relevant natural features and known services [CD] where the **contractor** shall be responsible for their preservation
 - 10.1.5 Define any restrictions to the **site** or areas that the **contractor** may not occupy [CD]
 - 10.1.6 Give possession of the **site** to the **contractor** on the agreed date [CD]
 - 10.1.7 Effect and keep in force insurances in the joint names of the **parties** [CD]
 - 10.1.8 Provide a **guarantee for payment** [9.2], where applicable [CD]
 - 10.1.9 Make payments by the due date [19.9] [CD]
 - 10.1.10 Make advance payment(s), where required [9.4] [CD]
 - 10.1.11 Permit reasonable access to the **works** by the **contractor** subsequent to **practical completion** to fulfil outstanding obligations [15.6]
 - 10.1.12 Supply **free issue** to suit the **programme** [CD]
 - 10.1.13 Define the extent of work to be carried out by a **direct contractor** [13.0] [CD]
- 10.2 The **employer** may employ:
- 10.2.1 **Direct contractors** [CD]
 - 10.2.2 Others to rectify any default of the **contractor** and recover expense and loss resulting from such action

11.0 OBLIGATIONS OF THE CONTRACTOR

- 11.1 The **contractor** shall submit to the **principal agent** within fifteen (15) **working days** of acceptance of tender:
- 11.1.1 The **priced document** [CD]
 - 11.1.2 A **programme** for the **works** in sufficient detail to monitor the progress of the **works**
 - 11.1.3 A **guarantee for construction** [9.1.1] [CD]
 - 11.1.4 A **JBCC®** format waiver of lien, where applicable [CD]
- 11.2 The **contractor**, on appointment, shall:
- 11.2.1 Forthwith submit statutory notices for the **works**

- 11.2.2 Designate a competent person to continuously administer and control the **works** as the **contractor's** representative. A **contract instruction** given to the **contractor's** representative shall be deemed to be given to the **contractor**
- 11.2.3 Maintain daily records in compliance with the **law** and provide regular copies to the **principal agent**
- 11.2.4 Provide everything necessary for the proper execution of the **works** in compliance with the **agreement** using materials and workmanship of the quality and standards specified to the approval of the **principal agent**
- 11.2.5 Provide, maintain and remove on completion any temporary structures and **construction equipment**
- 11.2.6 Commence the **works** within ten (10) **working days** and proceed with due diligence, regularity, expedition, skill and appropriate resources to bring the **works** to **practical completion** and to **final completion**
- 11.2.7 Keep on **site** a copy of all **construction information** required for execution of the **works** to which the **employer** and **principal agent** and/or **agents** shall have reasonable access
- 11.2.8 Assist the **principal agent** in the preparation of **payment certificates** [19.1]
- 11.2.9 Allow the **employer** and **agents** reasonable access to the **works**, workshops and other places where work is being prepared, executed or stored
- 11.2.10 On achievement of **practical completion** hand over to the **principal agent** all information for the preparation of 'as built' documentation and applicable statutory/regulatory approval certificates
- 11.2.11 On achievement of **final completion** hand over to the **principal agent** all operating and instruction manuals, product guarantees and the like

12.0 SETTING OUT

- 12.1 The **principal agent** or an **agent** with delegated authority shall:
 - 12.1.1 Point out boundary pegs or beacons identifying the **site** and the datum level
 - 12.1.2 Define the setting out points and levels required for the execution of the **works**
- 12.2 The **contractor** shall:
 - 12.2.1 Be responsible for the accurate setting out of the **works** notwithstanding checking by others
 - 12.2.2 Be responsible for the preservation and the reinstatement of boundary pegs, beacons and other survey information
 - 12.2.3 Not be responsible for incorrect setting out if incorrect information was issued to the **contractor**
- 12.3 The **contractor** shall immediately suspend affected work to an appropriate extent where encroachments of adjoining structures occur and where undocumented services, natural features, articles of value or relics are uncovered on the **site** and notify the **principal agent** who shall issue a **contract instruction** on how to proceed with the **works**. Any relics or other articles of value found on the **site** shall remain the property of the **employer**

13.0 DIRECT CONTRACTORS

- 13.1 The **contractor** shall:
 - 13.1.1 In accordance with a **contract instruction** from the **principal agent** permit **direct contractors** [CD] to execute and/or install work as part of the **works**. Such access to the **works** shall not constitute deemed achievement of **practical completion** or occupation by the **employer**
 - 13.1.2 Make reasonable allowance in the **programme** for such work or installation
 - 13.1.3 Be entitled to claim expense and/or loss caused by **direct contractors** [20.0]
- 13.2 Payment of **direct contractors** shall be the responsibility of the **employer** outside this **agreement**
- 13.3 There shall be no privity of contract between the **contractor** and a **direct contractor** appointed by the **employer**

14.0 CONTRACT INSTRUCTIONS

- 14.1 The **principal agent** may issue **contract instructions** to the **contractor** regarding:
- 14.1.1 Rectification of discrepancies, errors in description or quantity or omissions in this **agreement** other than in the **JBCC®** Minor Works Agreement
 - 14.1.2 Alteration to design, quality or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**
 - 14.1.3 The **site** [12.0]
 - 14.1.4 Compliance with the **law**, regulations and bylaws [2.1]
 - 14.1.5 Provision and testing of samples of **materials and goods** and/or finishes or assemblies of elements of the **works**
 - 14.1.6 Opening up of work for inspection, removal or re-execution
 - 14.1.7 Removal or re-execution of work
 - 14.1.8 Removal or substitution of any **materials and goods**
 - 14.1.9 Protection of the **works**
 - 14.1.10 Making good physical loss and repairing damage to the **works** [8.0]
 - 14.1.11 Rectification of **defects** [16.4, 16.8]
 - 14.1.12 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion** and a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**
 - 14.1.13 Expenditure of **employer allowances** and/or **prime cost amounts**
 - 14.1.14 Work by **direct contractors** [13.0]
 - 14.1.15 Access by other or previous contractors to remedy defective work
 - 14.1.16 Removal from the **site** of any person employed on the **works**
 - 14.1.17 Removal from the **site** of any person not engaged on or connected with the **works**
 - 14.1.18 On **suspension** or termination, protection of the **works**, removal of **construction equipment** and surplus **materials and goods** [21.6.1]
- 14.2 The **contractor** shall comply with and duly execute all **contract instructions**
- 14.3 Should the **contractor** fail to proceed with a **contract instruction** with due diligence, the **principal agent** may give **notice** to the **contractor** to proceed within five (5) **working days** of receipt of such **notice**. Where the **contractor** remains in default, the **employer** may engage others to carry out such **contract instruction** and may recover expense and/or loss incurred [20.7]
- 14.4 The **contractor** shall not be obliged to carry out a **contract instruction** for additional work issued after the certified date of **practical completion**
- 14.5 Oral instructions shall be of no force or effect

COMPLETION

15.0 PRACTICAL COMPLETION

- 15.1 The **principal agent** shall:
- 15.1.1 Inspect the **works** at appropriate intervals to give the **contractor** interpretations and direction on the standard of work and the state of completion of the **works** that the **contractor** will be required to achieve for **practical completion** [CD]

- 15.1.2 Issue a **contract instruction** [14.0] consequent on such inspection, where necessary
- 15.2 The **contractor** shall:
- 15.2.1 Inspect the **works** in advance of the anticipated date for **practical completion** to confirm that the standard of work required and the state of completion of the **works** for **practical completion** [CD] has been achieved
- 15.2.2 Give at least five (5) **working days notice** to the **principal agent** of the anticipated date for the inspection for **practical completion** of the **works** to meet the anticipated date for **practical completion**
- 15.3 The **principal agent** shall inspect the **works** within the period stated [CD] and forthwith issue to the **contractor**:
- 15.3.1 A comprehensive and conclusive **list for practical completion** [14.1.12] where the **works** has not reached **practical completion** specifying the **defects** to be rectified and work to be completed to achieve **practical completion**
- 15.3.2 An updated **list for practical completion** limited to items on the **list for practical completion** that have not been attended to satisfactorily. The **contractor** shall repeat the procedure until all items on the **list for practical completion** have been attended to satisfactorily before the **certificate of practical completion** is issued by the **principal agent**
- or ...
- 15.3.3 A **certificate of practical completion** with a copy to the **employer** stating the date on which **practical completion** of the **works** was achieved
- 15.3.4 A **list for completion** with a copy to the **employer** of items to be rectified and work to be completed
- 15.4 Should the **principal agent** not issue a **list for practical completion** or the updated list within five (5) **working days** after the inspection period, [15.3] the **contractor** shall give **notice** to the **employer** and the **principal agent**. Should the **principal agent** not issue such list within a further five (5) **working days** of receipt of such **notice**, **practical completion** shall be deemed to have been achieved on the date of such **notice** and the **principal agent** shall issue the **certificate of practical completion** forthwith
- 15.5 Where the **employer** takes possession of the whole or a portion of the **works** by agreement with the **contractor**, **practical completion** shall be deemed to have occurred [15.3.3-4]
- 15.6 On issue of the **certificate of practical completion** the **employer** shall be entitled to possession of the **works** and the **site** subject to the **contractor's** lien, or right of continuing possession of the **works**, where this has not been waived

16.0 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION

- 16.1 The defects liability period for the **works** shall commence on the **calendar day** following the date of **practical completion** and end at midnight (00:00) ninety (90) **calendar days** from the date of **practical completion** [CD] or when work on the **list for completion** has been satisfactorily completed [16.4], whichever is the later
- 16.2 On expiry of the **defects** liability period the **principal agent** shall inspect the **works** and forthwith issue:
- 16.2.1 A **list for final completion** specifying all outstanding work to be completed and/or **defects** to be rectified to achieve **final completion** where the **works** has not reached **final completion**. The **contractor** shall promptly attend to the items listed, and repeat the procedure until the **certificate of final completion** is issued by the **principal agent**
- or...
- 16.2.2 A **certificate of final completion** to the **contractor** with a copy to the **employer** where the **works** has reached **final completion**
- 16.3 Where the **principal agent** has not issued the **list for final completion** or the updated list within five (5) **working days** after the inspection period, [16.2.1] the **contractor** shall forthwith give **notice** to the **employer** and the **principal agent**. Should the **principal agent** not issue such list within a further five (5) **working days** of receipt of such **notice**, **final completion** shall be deemed to have been achieved on the date of expiry of the **notice**
- 16.4 A **certificate of final completion** shall be conclusive as to the sufficiency of the **works** and that the **contractor's** obligations [11.2.6] have been fulfilled other than for **latent defects**

- 16.5 The latent defects liability period for the **works** shall commence at the start of the **construction period** and end five (5) years from the date of **final completion** [16.2.2]
- 16.6 Where termination of this **agreement** occurs before the date of **final completion**, the latent defects liability period shall end:
- 16.6.1 Five (5) years from the date of termination [21.11]
- or...
- 16.6.2 On the date of termination where execution of the **works** has become impossible due to circumstances beyond the control of either **party** [21.17], or on the date of termination by the **contractor** due to default by the **employer**, the **principal agent** and/or **agents** [21.6]
- 16.7 Where the **contractor** or a supplier is required to give a guarantee, warranty or indemnity, other than a **security** to the **contractor**, the rights under such guarantee, warranty or indemnity shall be ceded to the **employer** on the date of issue of the **certificate of final completion**. This cession shall not prejudice any other rights the **employer** may have
- 16.8 The **contractor** shall make good all **latent defects** that appear up to the date of expiry of the latent **defects** liability period [3.3]

17.0 REVISION OF THE DATE FOR PRACTICAL COMPLETION

- 17.1 The **contractor** is entitled to a revision of the date for **practical completion** by the **principal agent** without an adjustment of the **contract value** for a delay to **practical completion** caused by one or more of the following events:
- 17.1.1 Adverse weather conditions
- 17.1.2 Inability to obtain **materials and goods** where the **contractor** has taken reasonable steps to avoid or reduce such delay
- 17.1.3 Making good physical loss and repairing damage to the **works** [8.0] where such risk is beyond the reasonable control of the **parties**
- 17.1.4 Exercise of statutory power by a body of state, public or local authority that directly affects the execution of the **works**
- 17.1.5 **Force majeure**
- 17.2 The **contractor** is entitled to a revision of the date for **practical completion** by the **principal agent** with an adjustment of the **contract value** [20.0], for a delay to **practical completion** caused by one or more of the following events:
- 17.2.1 Delayed possession of the **site** [10.1.6]
- 17.2.2 Making good physical loss and repairing damage to the **works** where the **contractor** is not at risk
- 17.2.3 **Contract instructions** [14.0] not occasioned by the **contractor's** default
- 17.2.4 Opening up [14.1.6] and testing of work and **materials and goods** [14.1.5] where such work is in accordance with the **agreement**
- 17.2.5 Late or incorrect issue of **construction information** [10.1.2; 12.1; 14.1]
- 17.2.6 Late supply of **free issue, materials and goods** for which the **employer** is responsible
- 17.2.7 An act or omission of a **direct contractor** [13.0]
- 17.2.8 **Suspension of the works**
- 17.3 Where the circumstances in 17.1 or 17.2 do not apply or due to any other cause beyond the **contractor's** control the **contractor** may give **notice** of a possible claim to the **principal agent** on becoming aware of such delay
- 17.4 The **contractor** shall give **notice** at the next site meeting of the cause of such delay and the **working days** claimed and expense and loss incurred where applicable

- 17.5 The **principal agent** shall:
- 17.5.1 Determine the revised date for **practical completion** by granting, reducing or refusing each extension claimed at intervals no greater than ten (10) **working days**
- 17.5.2 Determine the adjustment of the **contract value** where claimed at intervals no greater than ten (10) **working days**
- 17.5.3 Record the details of the delay and adjustment to the **contract value** in the **contract minutes**
- 17.6 Where the **contractor** disagrees with such a decision, the **principal agent** shall give reasons for his decision to revise the date for **practical completion** and/or to adjust the **contract value** and shall record such information in the **contract minutes**. The **contractor** may dispute such reasons and the effects thereof

18.0 PENALTY FOR LATE OR NON-COMPLETION

- 18.1 Where the **contractor** fails to bring the **works** to **practical completion** by the date for **practical completion**, or the revised date for **practical completion**, the **contractor** shall be liable to the **employer** for the **penalty** [CD]
- 18.2 Where the **employer** elects to levy such **penalty** the **employer**, or the **principal agent** on instruction from the **employer**, shall give **notice** thereof to the **contractor**. The **principal agent** shall determine the **penalty** due from the later of the date for **practical completion** [CD], or the revised date for **practical completion**, up to and including the earlier of:
- 18.2.1 The actual or deemed date of **practical completion** of the **works** [15.3.3]
- 18.2.2 The date of termination [21.6]
- 18.3 The **principal agent** shall include the **penalty** in regular interim **payment certificates** from the date on which the **employer's** entitlement to **penalties** commences

PAYMENT

19.0 PAYMENT

- 19.1 The **contractor** shall cooperate with and assist the **principal agent** in the preparation of payment valuations by providing all required documents and quantified amounts of work duly executed. Where the **contractor** has not provided such information the **principal agent** shall make a fair estimate of the work executed
- 19.2 The **principal agent** shall regularly by the due date [CD] issue **payment certificates** to the **contractor** with a copy to the **employer** until and including the issue of the final **payment certificate**. A **payment certificate** may be for a nil or negative amount
- 19.3 Each **payment certificate** shall separately include:
- 19.3.1 A fair estimate of the value of work executed
- 19.3.2 A fair estimate of **materials and goods** [CD]
- 19.3.3 **Security** adjustment [9.1.2]
- 19.3.4 The gross amount certified
- 19.3.5 The amount previously certified
- 19.3.6 Amounts due to either **party**
- 19.3.7 **Tax**
- 19.3.8 Interest due [19.9]
- 19.3.9 Other non-taxable amounts
- 19.3.10 The net amount certified due to the **contractor** or the **employer**

- 19.4 The value of **materials and goods** [19.3.2] (excluding **materials and goods** off **site** or in transit) shall be included in the amount certified only where:
- 19.4.1 Not prematurely delivered or offered for delivery in terms of the **programme**
- 19.4.2 Stored and suitably protected against loss and damage
- 19.5 The value of **materials and goods** [19.3.2] stored off **site** and/or in transit shall be included in the amount certified only where covered by a **guarantee for advance payment** or such other **security** as may be acceptable to the **employer** [CD]
- 19.6 **Materials and goods** when certified [19.4] and paid for shall become the property of the **employer** and shall not be removed without the written authority of the **principal agent**
- 19.7 An interim **payment certificate** shall not be evidence that the **works** and **materials and goods** are in terms of the **agreement**
- 19.8 The **principal agent** shall certify one hundred per cent (100%) of the amount of the **final account** including adjustments in the **final payment certificate**
- 19.9 The **employer** shall pay the **contractor** the amount certified in an issued **payment certificate** including **default interest**, if due, within fourteen (14) **calendar days** of the date of issue of the **payment certificate** [CD]
- 19.10 The **contractor** shall pay the **employer** the amount certified in an issued **payment certificate** including **default interest**, if due, within twenty-one (21) **calendar days** of the date of issue of the **payment certificate** [CD]
- 19.11 Where the **employer** has made a partial or no payment of the amount due in an issued **payment certificate** by the due date or where the **principal agent** fails to issue a **payment certificate**, the **contractor** may give three (3) **working days notice** to comply, failing which the **contractor** may:
- 19.11.1 **Suspend the works** [21.1]
- 19.11.2 Exercise the lien, or right of continuing possession of the **works**, where this has not been waived
- 19.11.3 Call up the **guarantee for payment** [9.2]
- 19.12 The **principal agent** shall issue the **final payment certificate** to the **contractor** with a copy to the **employer** within five (5) **working days** of acceptance of the **final account** by the **contractor**, but not before the issue of the **certificate of final completion**, other than on termination [20.8]
- 19.13 Where the **contractor** disputes the correctness of the **final account** within the period allowed [20.9], the **principal agent** shall issue interim **payment certificates** to the **contractor** with a copy to the **employer** by the due date [CD] for the undisputed amount(s)
- 19.1.4 For the purposes of provisional sentence in relation to a **payment certificate** only, the **parties** consent to the jurisdiction of any court of **law** of the country [CD]

20.0 ADJUSTMENT TO THE CONTRACT VALUE AND FINAL ACCOUNT

- 20.1 The **principal agent** shall determine the value of adjustments to the **contract value** in cooperation with the **contractor** in the preparation of the **final account**. Where such adjustments require measurement on **site**, the **contractor** shall have the right to be present
- 20.2 The **principal agent** shall rectify discrepancies, errors in description or quantity, or omission of items in the **agreement** other than in this **agreement** [14.1.1]
- 20.3 The **principal agent** shall adjust the **contract value** resulting from a **contract instruction** [14.1.2] determined as follows:
- 20.3.1 Work of a similar character executed under similar conditions shall be priced at the rates in the **priced document**
- 20.3.2 Work not of a similar character shall be priced at rates based on those in the **priced document** and adjusted to suit the changed circumstances
- 20.3.3 If the above methods do not apply, work shall be priced at rates based on the necessary use of labour, **construction equipment** and/or **materials and goods** for executing the work plus an allowance of ten per cent (10%) mark-up

- 20.4 Where the **contractor** has made payment for items not included in the **priced document**, the actual amounts paid plus a ten per cent (10%) mark-up shall be added to the **contract value** limited to:
- 20.4.1 Charges by authorities
- 20.4.2 The cost of opening up and testing [14.1.6] where the work is according to the **agreement**
- 20.5 The **contractor** shall give **notice** to the **principal agent** of becoming aware of expense and/or loss for which provision was not required in the **contract sum**
- 20.6 The **principal agent** shall:
 - 20.6.1 Omit **employer allowances** [14.1.13] and **prime cost amounts** from the **contract sum** and determine the actual value of such work to be added to the **contract value**
 - 20.6.2 Prorate the **contractor's** allowances for profit and attendance on **employer allowances** and **prime cost amounts**
 - 20.6.3 Adjust the **preliminaries** in the **priced document**
- 20.7 Where the **employer** has incurred expense and loss arising from an insurance claim for which the **contractor** was responsible the **employer** shall provide details thereof to the **principal agent** for adjustment of the **contract value** in the amount stated
- 20.8 The **principal agent** shall prepare and issue the **final account** to the **contractor** within thirty (30) **working days** of the date of **practical completion**
- 20.9 The **contractor** shall accept the **final account** or object with substantiated reasons within fifteen (15) **working days** of receipt thereof failing which the **final account** shall be deemed to be accepted
- 20.10 Should the **contractor** give **notice** objecting to the correctness of the **final account** within the period [20.9] and such objection not be resolved within ten (10) **working days**, or such an extended period as the **principal agent** may allow on request from the **contractor**, the **contractor** may give **notice** of a disagreement

SUSPENSION OR TERMINATION

21.0 SUSPENSION OR TERMINATION

Suspension or termination by the contractor

- 21.1 The **contractor** may give **notice** of intention to suspend or terminate this **agreement** where the **employer** has failed to timeously:
 - 21.1.1 Provide and/or maintain a **guarantee for payment** [CD] [9.2]
 - 21.1.2 Give possession of the **site** to the **contractor** [10.1.6]
 - 21.1.3 Pay the amount certified [19.11.1]
 - 21.1.4 Appoint another **principal agent** and/or **agents** [5.5]
 - 21.1.5 Allow the **principal agent** and/or **agents** to exercise fair judgement [5.6]
 - 21.1.6 Effect insurances [8.2]
 - or ...
- 21.1.7 Where the **principal agent** has failed to timeously issue to the **contractor construction information** [10.1.2] or a **payment certificate** [19.2]
- 21.2 Where the **employer** or **principal agent** is in default [21.1.1 – 7] the **contractor** may give five (5) **working days notice** to the **employer** of intention to suspend the **works**. Where a specified default in terms of the **notice** has not been remedied the **contractor** may suspend execution of the **works** until such default has been remedied without prejudice to any rights the **contractor** may have
- 21.3 Where the **works** has been suspended [21.1] the **principal agent** shall revise the date for **practical completion** on resumption of the **works** [17.2.8]

- 21.4 Where the **contractor** decides to terminate this **agreement** the **contractor** shall give **notice** to the **employer** and/or the **principal agent** of a specified default [21.1.1-7] to be remedied within five (5) **working days** of the date of receipt of such **notice**
- 21.5 Where a specified default has not been remedied within such period [21.4] the **contractor** may give **notice** to the **employer** and the **principal agent** of the termination of this **agreement** forthwith
- 21.6 Where this **agreement** is terminated:
- 21.6.1 The **contractor** shall remove temporary structures, **construction equipment** and surplus **materials and goods** from the **site** within ten (10) **working days**, or such period agreed by the **principal agent**
- 21.6.2 The latent defects liability period for the completed portion of the **works** shall end on the date of termination [16.5]
- 21.6.3 The **contractor** may be entitled to damages
- 21.6.4 The **guarantee for payment**, where applicable [CD], shall expire on payment of the **final payment certificate**
- 21.6.5 The **guarantee for construction** shall expire on the date of termination
- 21.6.6 The **guarantee for advance payment**, where applicable [CD], shall expire on repayment of amounts due to the **employer**
- 21.7 Termination of the **works** shall not prejudice any rights the **contractor** may have
- 21.8 The right to terminate may not be exercised where the **contractor** is in material breach of this **agreement**
- Termination by the employer**
- 21.9 The **employer** may give **notice** of intention to terminate this **agreement** where the **contractor** has failed to:
- 21.9.1 Provide and/or maintain a **guarantee for construction** [CD] [9.1.1]
- 21.9.2 Proceed with the **works** [11.2.6]
- 21.9.3 Comply timeously with a **contract instruction** [14.3]
- 21.10 Where the **employer** contemplates terminating this **agreement** the **principal agent** shall give **notice** to the **contractor** of a specified default [21.9.1-3] to be remedied within ten (10) **working days** of the date of receipt of such **notice**
- 21.11 Where a specified default has not been remedied within such period [21.10] the **employer** may give **notice** to the **contractor** of termination of this **agreement** forthwith
- 21.12 The **employer** may:
- 21.12.1 Employ others to safeguard the **works**, complete the outstanding work and rectify defects in that portion of the **works** executed by the **contractor** [10.2.2]
- 21.12.2 Use **materials and goods** and temporary structures on the **site** for which payment shall be included in the **final account**
- 21.12.3 Sell temporary structures or **construction equipment** belonging to the **contractor** where the **contractor** fails to remove such items on **notice** to do so, without being responsible for any loss or damage
- 21.12.4 Recover damages from the **contractor** from the date of termination including, but not limited to, additional costs incurred in the completion of the **works**
- 21.12.5 Apply the **penalty** [18.2] up to the date of termination where the initial or revised date for **practical completion** has passed
- 21.13 The **employer** has the right of recovery against the **contractor**, where applicable, [CD], from the:
- 21.13.1 **Guarantee for construction** until the final payment has been made
or ...
- 21.13.2 **Payment reduction**

or ...

21.13.3 **Guarantee for advance payment** until the outstanding balance has been repaid to the **employer**

21.14 The latent defects liability period for the completed portion of the **works** shall end [16.6] five (5) years from the date of termination

21.15 Termination of the **works** shall not prejudice any rights the **employer** may have

21.16 The right to terminate may not be exercised where the **employer** is in material breach of this **agreement**

Termination due to impossibility of performance

21.17 Either party may terminate this **agreement** where the **works** is:

21.17.1 Stopped for forty-five **calendar days** due to circumstances beyond the control of either **party**

21.17.2 Substantially damaged or destroyed

21.18 Where either **party** decides to terminate this **agreement** the party seeking termination shall give **notice** to the other **party**

21.19 The **contractor** shall:

21.19.1 Cease work and ensure that the **works** is safe in terms of the **law**

21.19.2 Remain responsible for the **works** [11.2] until possession is relinquished to the **employer**

21.20 Termination shall take effect from the date recorded by the **principal agent** [21.19.2]

21.21 The **securities**, where applicable, shall expire and be returned to the **contractor** or **employer**:

21.21.1 The **guarantee for payment** shall expire on payment of the **final payment certificate** or on payment in full of the guaranteed sum or on the **security** expiry date, whichever is the earlier

21.21.2 The **guarantee for construction** shall expire on the date of termination

21.21.3 The **guarantee for advance payment** shall expire on repayment of amounts due to the **employer**

21.22 The **principal agent**, in consultation with the **contractor** where possible, shall within twenty (20) **working days** of the date of termination compile and issue to the **parties** a **status report** of the **works** including marked up drawings and photographs recording completed and incomplete work on the date of termination of the **works**

21.23 The **principal agent** shall continue to certify the value of the work executed and **materials and goods** until the issue of the **final payment certificate** [19.2; 19.8]

21.24 The **principal agent** shall commence and complete the **final account** [20.0] within thirty (30) **working days** of the date of termination including the cost of **materials and goods** and those ordered before termination that the **contractor** is bound to accept and make payment for

21.25 This clause [21.0] shall, to the extent necessary to fulfil its purpose, exist independently of this **agreement**

DISPUTE RESOLUTION

22.0 DISPUTE RESOLUTION

22.1 Should any disagreement arise between the **employer** (or the **principal agent** or an **agent**) and the **contractor** out of or concerning this **agreement**, its validity or termination, either **party** may give **notice** of disagreement. The **parties** shall attempt to resolve such disagreement between them and record such resolution in writing signed by them

22.2 Where the disagreement is not resolved within ten (10) **working days** of receipt of the **notice** of disagreement, such disagreement shall be deemed to be a dispute and may be referred to adjudication by either **party**

22.3 The **notice** of adjudication shall clearly define the scope of the dispute and the relief sought by adjudication

- 22.4 Failure to comply with the procedure described [22.5] shall cause the dispute to be resolved by arbitration and not by adjudication
- 22.5 Where a dispute is referred to adjudication:
- 22.5.1 The adjudicator shall be nominated by the nominating body [CD] and shall be deemed to have been appointed by the **parties**
- 22.5.2 The applicable rules shall be stated [CD] or shall be by agreement between the **parties** and the adjudicator, failing which the rules shall be determined by the adjudicator. Neither **party** shall be entitled to legal representation, unless otherwise agreed in writing by the **parties**
- 22.5.3 A determination given by the adjudicator shall be immediately binding upon and implemented by the **parties** notwithstanding that either **party** may give **notice** to refer the determination to arbitration
- 22.5.4 Where the adjudicator has not given a determination within the time period allowed or an extended time period provided in the applicable rules for adjudication either **party** may give **notice** to the other **party** and to the adjudicator that if such determination is not received within ten (10) **working days** of receipt of this **notice** his appointment is thereupon automatically terminated and such dispute shall be referred to further adjudication or arbitration, at the option of the claimant
- 22.5.5 The adjudicator shall not be eligible for subsequent appointment as the arbitrator
- 22.6 Where the dispute is referred to arbitration:
- 22.6.1 Arbitration shall not be construed as a review or appeal from any adjudicator's determination and that any such determination by the adjudicator shall remain in force and continue to be implemented until overturned by an arbitration award
- 22.6.2 The resolution of the dispute shall commence anew
- 22.6.3 The referring **party** in the adjudication shall be the claimant in the arbitration
- 22.6.4 The arbitrator shall be nominated by the nominating body [CD] and shall be deemed to have been appointed by the **parties**
- 22.6.5 The applicable rules shall be stated [CD] or shall be by agreement between the **parties** and the arbitrator, failing which the rules shall be determined by the arbitrator
- 22.6.6 The arbitrator shall have the authority to finally determine the dispute including the power to make, open up and revise any certificate, opinion, decision, determination, requisition or **notice** relating to the dispute as if no such certificate, opinion, decision, determination, requisition or **notice** had been issued or given
- 22.6.7 The arbitrator's award shall be final and binding on the **parties**
- 22.7 Where the body to nominate an adjudicator [CD] or an arbitrator [CD] is not specified the referring **party** shall be entitled to stipulate the body that is to nominate the adjudicator or the arbitrator binding the other **party** to accept such nomination
- 22.8 Notwithstanding the provisions relating to the resolution of a disagreement, adjudication or arbitration [22.5; 22.6], the **parties** may, by agreement and at any time, refer a dispute to mediation, in which event:
- 22.8.1 The provisions relating to adjudication and/or arbitration shall be deemed to be suspended from the time of such agreement until **notice** by either **party** that they be resumed
- 22.8.2 The appointment of a mediator, the procedure and the status of the outcome shall be agreed between the **parties**
- 22.8.3 Regardless of the outcome of a mediation the **parties** shall bear their own costs concerning the mediation and equally share the costs of the mediator and related expenses
- 22.9 The **parties** shall continue to perform their obligations in terms of this **agreement**, notwithstanding that a disagreement or dispute exists between them
- 22.10 This clause [22.0] shall, to the extent necessary to fulfil its purpose, exist independently of this **agreement**

AGREEMENT

This **agreement** comprises the entire contract between the **parties**. No representations, terms, conditions or warranties not contained in this **agreement** shall be binding on the **parties**. No agreement or addendum varying, adding to, deleting or terminating this **agreement** including this clause shall be effective unless reduced to writing and signed by the duly authorised representatives of the **parties**

The contracting **parties**

The parties	Employer	Contractor
Business name		
Business type		
Business registration		
Tax number (VAT/GST)		
Contact person		
Telephone		
Mobile number		
E-mail		
Address: Building name		
Address: Street		
Address: Suburb		
Address: City		
Address: P O Box		
Address: Post Office		
Address: Province		
Address: Country		
Project name		
Project location		
Currency		
Accepted contract sum including tax		
Accepted contract sum including tax in words		
Signed – who by signature hereto warrants authority		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of witness		

ANEXXURE G – JBCC MWA Contract Data Edition 5.2 2018



MINOR WORKS AGREEMENT: CONTRACT DATA

Project RENOVATIONS TO INCREASE OFFICE SPACE UTILIZATION

Employer STRATEGIC FUEL FUND

Contractor

Contract Date

File Code

The Joint Building Contracts Committee® - NPC
CONTRACT DATA
Minor Works Agreement
Edition 5.2 - May 2018

JBCC®

The Joint Building Contracts Committee® NPC (JBCC®) is representative of building owners and developers, professional consultants and general and specialist contractors who contribute their knowledge and experience to the compilation of the JBCC® documents. The JBCC® documents portray the consensus view of the constituent members and are published in the interests of standardisation and good practice with an equitable distribution of contractual risk

For more information about the JBCC®, frequently asked questions, where documents may be purchased as well as training courses visit www.jbcc.co.za

Application of JBCC® agreements

The definitions contained in the JBCC® Minor Works Agreement apply to this document. A word or phrase in bold type in the text has the same meaning assigned to it in the definitions of such agreement. Where a word or phrase is not in bold type it has the meaning consistent with the context of its use

This contract data contains unique requirements applicable to the project and variables referred to in the JBCC® Minor Works Agreement and the JBCC® General Preliminaries. The information provided in this document by the principal agent is complete and accurate at the time of calling for tenders. Where additional information becomes available, all tenderers will be informed in writing. Reference to clause numbers in the JBCC® Minor Works Agreement are shown in [square brackets] in this contract data eg [3.2.1]. Spaces requiring information must be filled in, or marked as 'not applicable' but not left blank

This contract data, when completed and submitted by the contractor, becomes the form of tender. Where the contractor is appointed, the contract documents comprise the signed JBCC® Minor Works Agreement, this completed contract data, the priced document, drawings and other listed documents

Warning!

The JBCC® Minor Works Agreement Edition 5.2 has been coordinated with the JBCC® General Preliminaries and the JBCC® certificate forms and support documents. Forms from previous editions are not compatible with the JBCC® Minor Works Agreement Edition 5.2

Persons entering into or preparing contracts using the JBCC® suite of contract agreements and support documents are warned of the dangers inherent in modifying any part of it

Experience has shown that changes drafted by others, including members of the building professions, often have unintended results that may be prejudicial to either, or both, parties

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A PROJECT INFORMATION

A 1.0 Works [1.1]

Project name	
Reference number	
Works description	

A 2.0 Site [1.1]

Erf / stand number	
Township / Suburb	
Site address	
Local authority	

A 3.0 Employer [1.1]

Name			
Legal entity of above		Contact person	
Business registration number		Telephone number	
VAT/GST number		Mobile number	
Country		E-mail	
Postal address		Postal code	
Physical address		Postal code	

A 4.0 Principal agent [1.1; 5.1]

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal code	
Physical address		Postal code	

A 5.0 Agent [1.1; 5.2]

Discipline

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 6.0 Agent [1.1; 5.2]

Discipline

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 7.0 Agent [1.1; 5.2]

Discipline

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 8.0 Agent [1.1; 5.2]

Discipline

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

B 5.0 Employer's agents [5.0]

Authority is delegated to the following **agents** to issue **contract instructions** and perform duties for specific aspects of the **works** [5.2]

Principal agent's and **agents'** interest or involvement in the **works** other than a professional interest [5.3]

B 6.0 Insurances [8.0]

Insurances by employer		Amount including tax	Deductible amount including tax
Contract works insurance:			
	New works [8.2.1] (contract sum or amount)		
or	Works with alterations and additions [8.2.1] (reinstatement value of existing structures with or including new works)		
	Direct contractors [13.0] where applicable, to be included in the contract works insurance		
	Free issue [10.1.12] where applicable, to be included in the contract works insurance		
	Escalation, professional fees and reinstatement costs if not included above		
Total of the above contract works insurance amount			
Supplementary insurance [8.2.2]			
Public liability insurance [8.2.3]			
Removal of lateral support insurance [8.2.4]			
Other insurances [8.2.5]			
Yes/no?		If yes, description 1	
Yes/no?		If yes, description 2	

B 7.0 Obligations of the employer [10.1]

Existing premises will be in use and occupied [10.1.3]	Yes/no?	
If yes, description		
Restriction of working hours [10.1.3]	Yes/no?	
If yes, description		
Natural features and known services to be preserved by the contractor [10.1.4]	Yes/no?	
If yes, description		
Restrictions to the site or areas that the contractor may not occupy [10.1.5]	Yes/no?	
If yes, description		
Supply of free issue [10.1.12]	Yes/no?	
If yes, description		

B 8.0 Direct contractors [13.0]

Extent of work [10.1.13]	
Extent of work [10.1.13]	
Extent of work [10.1.13]	
Extent of work [10.1.13]	
Extent of work [10.1.13]	

B 9.0 Possession of site [10.1.6] practical completion[15.0;17.0] and penalties [18.0]

Practical completion for the works as a whole	Intended date of possession of the site [10.1.6]	Period for inspection by the principal agent [15.3]	Date for practical completion [15.1.1]	Penalty [18.1]
	Date	working days	Date	Penalty amount per calendar day

Criteria to achieve practical completion not covered in the definition of practical completion

B 10.0 Payment [19.0]

Date of month for issue of regular payment certificates [19.2]	
---	--

B 11.0 Dispute resolution [22.0]

Adjudication [22.5.1] Name of nominating body	
Applicable rules for adjudication [22.5.2]	
Arbitration [22.6.4] Name of nominating body	
Applicable rules for arbitration [22.6.5]	

B 12.0 JBCC® General Preliminaries – selections

Provisional bills of quantities [P2.2]	Yes/no?		
Availability of construction information [P2.3]	Yes/no?		
Previous work - dimensional accuracy - details [P3.1]			
Previous work - defects - details [P3.2]			
Inspection of adjoining properties - details [P3.3]			
Handover of site in stages - specific requirements [P4.1]			
Enclosure of the works - specific requirements [P4.2]			
Geotechnical and other investigations - specific requirements [P4.3]			
Existing premises occupied - details [P4.5]			
Services - known - specific requirements [P4.6]			
Water [P8.1]	By contractor	Yes/no?	
	By employer	Yes/no?	
	By employer – metered	Yes/no?	
Electricity [P8.2]	By contractor	Yes/no?	
	By employer	Yes/no?	
	By employer – metered	Yes/no?	
Ablution and welfare facilities [P8.3]	By contractor	Yes/no?	
	By employer	Yes/no?	
Communication facilities - specific requirements [P8.4]			
Protection of the works - specific requirements [P11.1]			

Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]	
Disturbance - specific requirements [P11.5]	
Environmental disturbance - specific requirements [P11.6]	

B 13.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this agreement

C TENDER CLOSING

Tender closing date	Monday, 04 March 2024	Time	at 11:00am
Tender submission address	The Tender Box situated at SFF MILNERTON - Cnr Platteklief and Tygerberg Valley Rd (Opposite Richmond Mall) Cape Town, South Africa 7441		
Tender may be submitted by e-mail	yes/no ?	Online submissions at www.etenders.gov.za	E-mail _____

D TENDERER'S SELECTIONS

D 1.0 Securities [9.0]

Guarantee for construction: Select Option A or B ☐

Option A	Guarantee for construction (variable) by contractor [9.1.1]	
Option B	Payment reduction [9.1.2]	
Guarantee for payment by employer [9.2]	Amount	
Advance payment, subject to a guarantee for advance payment [9.4]	Amount	

D 2.0 Contractor's annual holiday periods during the construction period

Year 1 contractor's annual holiday period	start date		end date	
Year 2 contractor's annual holiday period	start date		end date	
Year 3 contractor's annual holiday period	start date		end date	

D 3.0 Payment of preliminaries [19.0]

Contractor's selection

Select Option A or B ☐

Where the contractor does not select an option, Option A shall apply

Payment methods

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum, which contract sum shall exclude the amount of preliminaries. Contingency sum(s) shall be excluded for the calculation of the aforesaid ratio
Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works

Lump sum contract

Where the amount of preliminaries is not provided it shall be taken as 7.5% (seven and a half per cent) of the contract sum, excluding contingency sum(s)

D 4.0 Adjustment of preliminaries [20.6.3]

Contractor's selection

Select Option A or B ☐

Where the **contractor** does not select an option, Option A shall apply

Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment , establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme

Adjustment methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**

Option A	The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor Fixed - An amount which shall not be varied Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries and contingency sum(s) Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [17.2; 17.3] as compared to the number of calendar days in the initial construction period [20.6.3]
Option B	The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [17.2; 17.3] as compared to the number of calendar days in the initial construction period [20.6.3] The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred

Failure to provide particulars within the period stated

Option A	Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply: Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)
Option B	Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s)

E FORM OF TENDER

E 1.0 Tenderer's details

Name			
Legal entity of above		Contact person	
Business registration number		Telephone number	
VAT/GST number		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

E 2.0 Acceptance of tender conditions

By submission of this tender to the **employer** the tenderer offers and agrees to execute and complete the **works** and to remedy any **defects** in conformity with the specification for the tender amount stated

The tender shall remain in full legal force for forty-five (45) **calendar days** from the closing date of the tender. The tenderer accepts liability for loss or damages that may be suffered by the **employer** should the tender validity period not be honoured

The lowest or any tender will not necessarily be accepted by the **employer** nor will reasons be given for such a decision

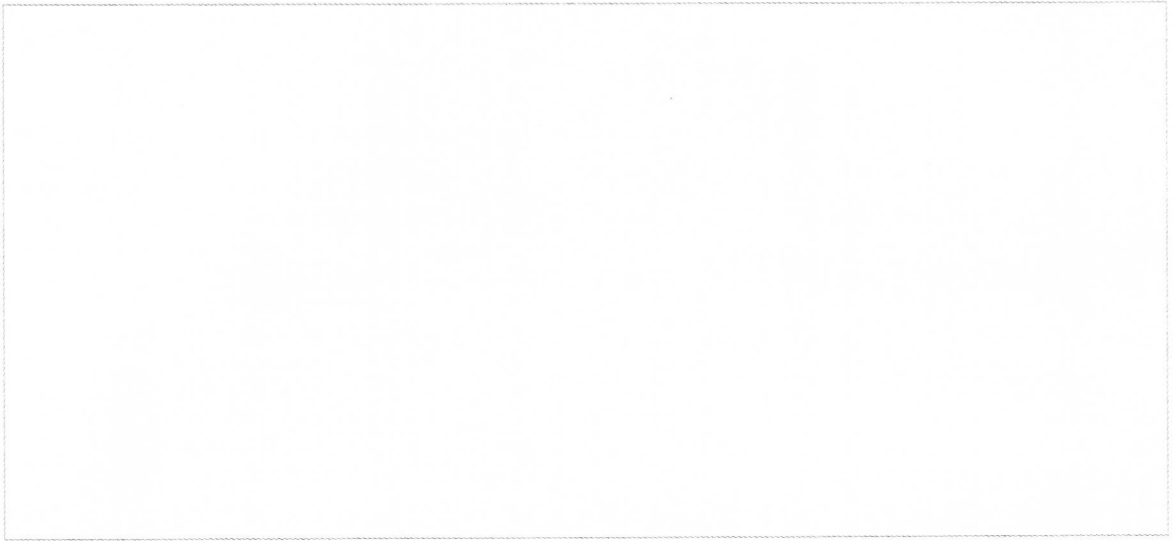
E 3.0 Tender amount compilation

	Amount
Tenderer's work excluding tax	
Tax	%
Total tender amount including tax	
Total tender amount including tax , in words	

Signature	Tenderer who by signature hereto warrants authority	Place	
Name	Capacity	Date	

Signature	Witness	Place	
Name		Date	

E 4.0 Tender qualifications



ANEXXURE H - JBCC MWA Waiver of Contractor's Lien



® Waiver of the Contractor's Lien

for use with the ...

Principal Building Agreement

Edition used ?

Minor Works Agreement

Edition used ?

Contractor

Employer

Works

Site

AGREEMENT

The **contractor** waives in favour of the **employer** any lien or right of retention that is or may be held in respect of the **works** to be executed on the **site**

This waiver shall only come into effect on provision by the **employer** of a **security for payment** in fulfilment of obligations in terms of the identified **agreement**

This done and signed at

Date

Name of Signatory

Capacity

For and on behalf of the **contractor** who by signature
hereto warrants such authorisation

Signature of Witness

Contractor

Street Address

Postal Address

E-mail

Fax

Code

Code

Mobile

Telephone

ANEXXURE I - JBCC MWA Guarantee for Construction



MWA Guarantee for Construction

For use with the JBCC® Minor Works Agreement

edition/ date

GUARANTOR DETAILS AND DEFINITIONS

Guarantor:			
Physical Address:			
Guarantor's signatory 1:		Capacity	
Guarantor's signatory 2:		Capacity	
Employer:			
Contacting:			
Principal Agent:			
Works:			
Site:			
Contract Sum:	Accepted amount inclusive of tax	Currency	
Amount in words:			
Guaranteed Sum:	The maximum aggregate amount	Currency	
Guarantee Expiry Date:			

AGREEMENT DETAILS

Principal Agent issues: JBCC® format Interim Payment Certificates, the Final Payment Certificate, the Certificate of Practical Completion and the Certificate of Final Completion

1.0 The Guarantor's liability shall be limited to the diminishing amounts of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY

1.1.1 Maximum Guaranteed Sum (not exceeding 6.0% of the contract sum) in the amount of:

Amount in words:

1.1.2 Reducing to the Guaranteed Sum (not exceeding 4.0% of the contract sum) in the amount of:

Amount in words:

1.1.3 Reducing to the Guaranteed Sum (not exceeding 2.0% of the contract sum) in the amount of:

PERIOD OF LIABILITY

From and including the date of issue of this MWA Guarantee for Construction and up to and including the date of Certificate of Practical Completion

From and including the day after the date of the Certificate of Practical Completion and up to and including the date of the Certificate of Final Completion

From and including the day after the date of the Certificate of Final Completion and up to and including the date of issue of the Final Payment Certificate where payment is due to the Contractor, whereupon this MWA Guarantee for Construction shall expire. Where the Final Payment Certificate reflects payment due to the Employer, this MWA Guarantee for Construction shall expire on payment of the full amount

Amount in words:

--

- 2.0 The Guarantor's liability limits set out in clauses 1.1 to 1.3 shall apply in respect of any claim received by the Guarantor during the guarantee validity period.
- 3.0 The Guarantor acknowledges that:
- 3.1 Any reference in this MWA Guarantee for Construction to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
- 3.2 Its obligation under this MWA Guarantee for Construction is restricted to the payment of money.
- 3.3 Reference to a Certificate of Practical Completion or to a Certificate of Final Completion shall mean such certificate as issued by the Principal Agent.
- 4.0 Subject to the Guarantor's maximum liability referred to in 1.0, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
- 4.1 A copy of a first written demand notice issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an Interim or Final Payment Certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A written demand notice issued by the Employer to the Guarantor at the Guarantor's Physical Address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the date of issue of the first written demand notice in terms of 4.1 and that the sum certified has not been paid to date. The Employer herewith calls up this MWA Guarantee for Construction and demands payment of the sum certified from the Guarantor; and
- 4.3 A copy of the applicable payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in 4.0.
- 5.0 Subject to the Guarantor's maximum liability referred to in 1.0, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's Physical Address calling up this MWA Guarantee for Construction stating that:
- 5.1 The Agreement has been terminated due to the Contractor's default and that the MWA Guarantee for Construction is called up in terms of 5.0. The demand notice shall enclose a copy of the notice of termination, or
- 5.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the MWA Guarantee for Construction is called up in terms of 5.0. The demand notice shall enclose a copy of the court order.
- 6.0 The aggregate amount of payments to be made by the Guarantor in terms of 4.0 and 5.0 shall not exceed the Guarantor's maximum liability in terms of 1.0.
- 7.0 Where the Guarantor is a registered insurer and has made payment in terms of 5.0, the Employer shall within one hundred and twenty (120) calendar days of receipt of payment submit an expense account to the Guarantor showing how all monies received in terms of this MWA Guarantee for Construction have been expended or will be expended, and shall refund to the Guarantor any surplus amount. All monies refunded to the Guarantor in terms of this MWA Guarantee for Construction shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment by the Guarantor to the Employer until the date of refund.
- 8.0 Payment by the Guarantor in terms of 4.0 or 5.0 shall be made within seven (7) calendar days upon receipt of the first written demand notice to the Guarantor.
- 9.0 The Employer shall have the absolute right to arrange its affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim its release from this MWA Guarantee for Construction on account of any conduct alleged to be prejudicial to the Guarantor.
- 10.0 The Guarantor chooses the Physical Address stated above for all notices and correspondences in relation to the Guarantee.
- 11.0 This MWA Guarantee for Construction is neither negotiable nor transferable and shall expire in terms of either 1.1.3, or payment in full of the Guaranteed Sum or on the Guarantee Expiry Date, whichever is the earlier, whereafter no claims will be considered by the Guarantor. The original of this MWA Guarantee for Construction shall be returned to the Guarantor after it has expired.

- 12.0 This MWA Guarantee for Construction, with the required demand notices in terms of 4.0 or 5.0, shall be regarded as a liquid document for the purpose of obtaining a court order
- 13.0 Where this MWA Guarantee for Construction is issued in the Republic of South Africa this MWA Guarantee shall be governed by the laws of the Republic of South Africa. A competent court in the Republic of South Africa shall have sole jurisdiction in terms of this MWA Guarantee. Where this MWA Guarantee is issued outside the Republic of South Africa, the laws of the guarantor who issued this MWA Guarantee shall prevail. A competent court, in the jurisdiction in which the guarantor is domiciled shall prevail.

Signed at:

Date:

Guarantor's Signatory 1: -----

Guarantor's Signatory 2: -----

Witness: -----

Witness: -----

Guarantor's seal or stamp

ANEXXURE J – Provisional Bills of Quantities

BILL NO. 1

PRELIMINARIES AND GENERAL

PREAMBLES FOR TRADES

Carried Forward

R

Section No. 1
Bill No. 1
Preliminaries

STRATEGIC FUEL FUND
RENOVATIONS TO INCREASE OFFICE SPACE UTILIZATION
C2.2 PROVISIONAL BILLS OF QUANTITIES

	Brought Forward	R	
	Supplementary preambles and/or specifications are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles The contractor's prices for all items throughout these bills of quantities shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications <u>STRUCTURE OF THIS PRELIMINARIES BILL</u> Section A : A recital of the headings of the individual clauses in the aforementioned JBCC Minor Works Agreement Section B : A recital of the headings of the individual clauses in the aforementioned JBCC General Preliminaries Section C : Any special clauses to meet the particular circumstances of the project <u>PRICING OF PRELIMINARIES</u> Should the contractor select Option A in the contract data for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T) <u>SECTION A: MINOR WORKS AGREEMENT</u> <u>Interpretation (A1-A7)</u> 1 Clause 1.0 - Definitions and interpretation Pricing of bills of quantities The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated on the summary page of these bills of quantities		
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	Section No. 1 Bill No. 1 Preliminaries		

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	Brought Forward	R	
	Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained Prices for all construction equipment, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary Abbreviated descriptions The items in these bills of quantities utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the contractor shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of international best practice Legal status of contractor If the contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then: 1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement 2. These persons shall notify the employer of their leader who has assigned authority to bind the contractor and each of these persons 3. The contractor shall not alter its composition or legal status without the prior written consent of the employer F:..... V:..... T:.....		
2	Clause 2.0 - Law , regulations and notices		
3	NHBRC levies The employer shall allow for and pay any levies required by the National Home Builders Registration Council (NHBRC). The contractor warrants that he is registered and will maintain registration with the NHBRC for the duration of this agreement [2.1] F:..... V:..... T:.....	Item	
		Item	
	Carried Forward	R	
	Section No. 1 Bill No. 1 Preliminaries		

STRATEGIC FUEL FUND
RENOVATIONS TO INCREASE OFFICE SPACE UTILIZATION
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		Brought Forward	R	
4	Clause 3.0 - Offer, acceptance and assignment F:..... V:..... T:.....			Item
5	Clause 4.0 - Documents Value Added Tax Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT) <u>User note</u>			
6	Electronic issue of drawings All drawings for this project will be issued electronically and the contractor shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [4.5] F:..... V:..... T:.....			Item
7	Clause 5.0 - Employer's agents			
8	1. <u>Architect</u> 1.1 Duties [5.2] : The architect is responsible for the architectural design, functional design and quality inspection of the works 1.2 Contract instructions [5.2; 14.1] : 1.2.1 Rectification of discrepancies, errors in description or quantity or omissions of items in this agreement other than in the JBCC Minor Works Agreement 1.2.2 Alteration to design, quality or quantity of the works provided that such contract instructions shall not substantially change the scope of the works 1.2.3 The site [12.0] 1.2.4 Compliance with the law, regulations and bylaws [2.1] 1.2.5 Provision and testing of samples of materials and goods and/or finishes or assemblies of elements of the works			
		Carried Forward	R	
	Section No. 1 Bill No. 1 Preliminaries			

STRATEGIC FUEL FUND
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	Brought Forward	R	
1.2.6	Opening up of work for inspection, removal or re-execution		
1.2.7	Removal or re-execution of work		
1.2.8	Removal or substitution of any materials and goods		
1.2.9	Protection of the works		
1.2.10	Making good physical loss and repairing damage to the works [17.2.2]		
1.2.11	Rectification of defects [16.4; 16.8]		
1.2.12	A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion and a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion		
1.2.13	Expenditure of employer allowances and/or prime cost amounts		
1.2.14	Work by direct contractors [13.0]		
1.2.15	On suspension or termination, protection of the works , removal of construction equipment and surplus materials and goods [21.6.1]		
F:..... V:..... T:.....		Item	
9	Clause 6.0 - Principal Agent		
F:..... V:..... T:.....		Item	
10	Clause 7.0 - Design responsibility		
F:..... V:..... T:.....		Item	
	<u>Insurances and securities (A8-A9)</u>		
11	Clause 8.0 - Risks, indemnities and insurances		
F:..... V:..... T:.....		Item	
12	Clause 9.0 - Securities		
F:..... V:..... T:.....		Item	
	Carried Forward	R	
Section No. 1 Bill No. 1 Preliminaries			

STRATEGIC FUEL FUND
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	Brought Forward	R	
	Execution (A10 - A14)		
13	Clause 10.0 - Obligations of the employer F:..... V:..... T:.....	Item	
14	Clause 11.0 - Obligations of the contractor F:..... V:..... T:.....	Item	
15	Notice board The contractor shall erect in a position approved by the principal agent, maintain and remove on practical completion a notice board recommended by the South African Institute of Architects and as approved by the principal agent listing the names and logos of the employer, the contractor and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the principal agent for such notice boards to be erected [11.2.5] Statutory and other notices The contractor shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the works by the contractor. The contractor shall pay all deposits or fees in this regard It is, however, specifically recorded that the employer shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto F:..... V:..... T:.....	Item	
16	Clause 12.0 - Setting out F:..... V:..... T:.....	Item	
17	Clause 13.0 - Direct contractors Attendance on direct contractors In respect of direct contractors the contractor shall: 1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials 2. Allow the use of personnel welfare facilities, where provided		
	Carried Forward	R	
	Section No. 1 Bill No. 1 Preliminaries		

STRATEGIC FUEL FUND
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	3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation 4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right, while it remains erected on the site [13.1] F:..... V:..... T:.....		
18	Clause 14.0 - Contract instructions Site instructions Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor F:..... V:..... T:..... <u>Completion (A15 - A18)</u>	Item	
19	Clause 15.0 - Practical completion F:..... V:..... T:.....	Item	
20	Clause 16.0 - Defects liability period and final completion F:..... V:..... T:.....	Item	
21	Clause 17.0 - Revision of the date for practical completion Substitution of materials and goods The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [14.1.8; 17.1 & 2] F:..... V:..... T:.....	Item	
22	Clause 18.0 - Penalty for late or non-completion F:..... V:..... T:..... <u>Payment (A19 - A20)</u>	Item	
23	Clause 19.0 - Payment		
	Carried Forward	R	
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STRATEGIC FUEL FUND
RENOVATIONS TO INCREASE OFFICE SPACE UTILIZATION
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	Brought Forward	R	
	Prices submitted Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing F:..... V:..... T:.....		
24	Clause 20.0 - Adjustment of the contract value and final account Cost of claims All costs incurred by the contractor in the preparation of claims shall be borne by the contractor. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this agreement [22.5 & 6] from making a determination on costs F:..... V:..... T:.....	Item	
	<u>Suspension or termination (A21)</u>		
25	Clause 21.0 - Suspension or termination F:..... V:..... T:.....	Item	
	<u>Dispute resolution (A22)</u>		
26	Clause 22.0 - Dispute resolution F:..... V:..... T:.....	Item	
27	<u>Agreement</u> The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties F:..... V:..... T:.....	Item	
28	<u>Contract data</u> Tenderer's selections Before submission of his tender the contractor is to complete the tenderer's selections in the contract data		
	Carried Forward	R	
	Section No. 1 Bill No. 1 Preliminaries		

STRATEGIC FUEL FUND
RENOVATIONS TO INCREASE OFFICE SPACE UTILIZATION
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		Brought Forward	R	
	F:..... V:..... T:.....		Item	
	<u>SECTION B: GENERAL PRELIMINARIES</u>			
	<u>Definitions and interpretation (B1)</u>			
29	Clause 1.1 - Definitions			
	F:..... V:..... T:.....		Item	
30	Clause 1.2 - Interpretation			
	F:..... V:..... T:.....		Item	
	<u>Documents (B2)</u>			
31	Clause 2.1 - Checking of documents			
	F:..... V:..... T:.....		Item	
32	Clause 2.2 - Provisional bills of quantities			
	F:..... V:..... T:.....		Item	
33	Clause 2.3 - Availability of construction information			
	F:..... V:..... T:.....		Item	
34	Clause 2.4 - Ordering of materials and goods			
	F:..... V:..... T:.....		Item	
	<u>Previous work and adjoining properties (B3)</u>			
35	Clause 3.1 - Previous work - dimensional accuracy			
	F:..... V:..... T:.....		Item	
36	Clause 3.2 - Previous work - defects			
	F:..... V:..... T:.....		Item	
37	Clause 3.3 - Inspection of adjoining properties			
	F:..... V:..... T:.....		Item	
		Carried Forward	R	
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STRATEGIC FUEL FUND
RENOVATIONS TO INCREASE OFFICE SPACE UTILIZATION
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		Brought Forward	R	
	<u>The site (B4)</u>			
38	Clause 4.1 - Handover of site in stages F:..... V:..... T:.....		Item	
39	Clause 4.2 - Enclosure of the works F:..... V:..... T:.....		Item	
40	Clause 4.3 - Geotechnical and other investigations F:..... V:..... T:.....		Item	
41	Clause 4.4 - Encroachments F:..... V:..... T:.....		Item	
42	Clause 4.5 - Existing premises occupied F:..... V:..... T:.....		Item	
43	Clause 4.6 - Services - known F:..... V:..... T:.....		Item	
	<u>Management of contract (B5)</u>			
44	Clause 5.1 - Management of the works F:..... V:..... T:.....		Item	
45	Clause 5.2 - Progress meetings F:..... V:..... T:.....		Item	
46	Clause 5.3 - Technical meetings F:..... V:..... T:.....		Item	
	<u>Samples, shop drawings and manufacturer's instructions (B6)</u>			
47	Clause 6.1 - Samples of materials F:..... V:..... T:.....		Item	
		Carried Forward	R	
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STRATEGIC FUEL FUND
RENOVATIONS TO INCREASE OFFICE SPACE UTILIZATION
C2.2 PROVISIONAL BILLS OF QUANTITIES

		Brought Forward	R	
48	Clause 6.2 - Workmanship samples			
	F:..... V:..... T:.....		Item	
49	Clause 6.3 - Shop drawings			
	F:..... V:..... T:.....		Item	
50	Clause 6.4 - Compliance with manufacturer's instructions			
	F:..... V:..... T:.....		Item	
	<u>Deposits and fees (B7)</u>			
51	Clause 7.1 - Deposits and fees			
	F:..... V:..... T:.....		Item	
	<u>Temporary services (B8)</u>			
52	Clause 8.1 - Water			
	F:..... V:..... T:.....		Item	
53	Clause 8.2 - Electricity			
	F:..... V:..... T:.....		Item	
54	Clause 8.3 - Ablution and welfare facilities			
	F:..... V:..... T:.....		Item	
55	Clause 8.4 - Communication facilities			
	F:..... V:..... T:.....		Item	
	<u>Prime cost amounts (B9)</u>			
56	Clause 9.1 - Responsibility for prime cost amounts			
	<i>Where details of materials for which prime cost amounts are to be allowed <u>are</u> readily available, the quantity surveyor may elect to insert the relevant prime cost amounts in measured items, which measured items shall contain sufficient detail for the contractor to price for fixing and installation, waste, etc</i>			
	F:..... V:..... T:.....		Item	
		Carried Forward	R	
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STRATEGIC FUEL FUND

RENOVATIONS TO INCREASE OFFICE SPACE UTILIZATION

C2.2 PROVISIONAL BILLS OF QUANTITIES

	Brought Forward	R
	<u>Attendance on subcontractors (B10)</u>	
57	Clause 10.1 - General attendance	N/A
58	Clause 10.2 - Special attendance	N/A
	<u>General (B11)</u>	
59	Clause 11.1 - Protection of the works F:..... V:..... T:.....	Item
60	Clause 11.2 - Protection/isolation of existing works and works occupied in sections F:..... V:..... T:.....	Item
61	Clause 11.3 - Security of the works F:..... V:..... T:.....	Item
62	Clause 11.4 - Notice before covering work F:..... V:..... T:.....	Item
63	Clause 11.5 - Disturbance	
64	Clause 11.6 - Environmental disturbance	
65	Clause 11.7 - Works cleaning and clearing F:..... V:..... T:.....	Item
66	Clause 11.8 - Vermin F:..... V:..... T:.....	Item
67	Clause 11.9 - Overhand work F:..... V:..... T:.....	Item
68	Clause 11.10 - Tenant installations F:..... V:..... T:.....	Item
	Carried Forward	R
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STRATEGIC FUEL FUND
RENOVATIONS TO INCREASE OFFICE SPACE UTILIZATION
C2.2 PROVISIONAL BILLS OF QUANTITIES

	Brought Forward	R	
69	Clause 11.11 - Advertising F:..... V:..... T:..... SECTION C: SPECIFIC PRELIMINARIES The warranty will not be enforced if the work is damaged by defects in the execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor F:..... V:..... T:.....	Item	
70	Overtime Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the contractor unless the principal agent has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the employer F:..... V:..... T:.....	Item	
71	Cooperation of the contractor for cost management It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the contract value does not exceed the budget F:..... V:..... T:.....	Item	
72	Overloading The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works eg scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense F:..... V:..... T:.....	Item	
	Carried Forward	R	
	Section No. 1 Bill No. 1 Preliminaries		

STRATEGIC FUEL FUND
RENOVATIONS TO INCREASE OFFICE SPACE UTILIZATION
C2.2 PROVISIONAL BILLS OF QUANTITIES

	Brought Forward	R	
73	Propping of floors below The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor F:..... V:..... T:.....	Item	
74	Testing of flat roof waterproofing for water tightness Flat roof waterproof areas shall be flooded and kept "ponded" for at least forty eight (48) hours as a test to ensure the water tightness of the waterproofing and before any further construction work is carried out above the waterproofing F:..... V:..... T:.....	Item	
75	Health and safety Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [2.1] F:..... V:..... T:.....	Item	
76	Advertising rights The employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The contractor shall not prevent such an arrangement and will assist in the facilitation of same. The position and type of advertising structure to be agreed with the principal agent so as not to hinder the contractor in meeting his obligations under this agreement F:..... V:..... T:.....	Item	
	Carried Forward	R	
	Section No. 1 Bill No. 1 Preliminaries		

STRATEGIC FUEL FUND
RENOVATIONS TO INCREASE OFFICE SPACE UTILIZATION
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	Brought Forward	R
77	Confidentiality The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works No information regarding this project shall be published or disclosed without the prior written consent of the employer F:..... V:.....T:.....	Item
78	Media releases All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the employer The contractor together with his subcontractors shall not, without the prior written consent of the employer , cause any statement or advertisement connected with this project to be printed, screened or aired by the media F:..... V:.....T:..... SUMMARY OF CATEGORIES Category : Fixed R..... Category : Value R..... Category : Time R.....	Item
	Carried to Final Summary	R
Section No. 1 Bill No. 1 Preliminaries		

Item No	Unit	Quantity	Rate	Amount
<u>SECTION NO 2: BUILDERS WORK</u>				
<u>BILL NO 1</u>				
<u>CARPENTRY AND JOINERY</u>				
<u>PREAMBLES</u>				
The Model Preambles for Trades (2017 edition), as published by the Association of South African Quantity Surveyors, shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items, fully described in the said Model Preambles, will be entertained				
<u>SUPPLEMENTARY PREAMBLES</u>				
<u>SUPPLEMENTARY PREAMBLES</u>				
Decorative laminate finish				
Laminate finish shall be glued under pressure. Edge strips shall be butt jointed at junctions with adjacent similar finish				
<u>Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc</u>				
All doors shall be in accordance with the existing doors on site from Amdoor (Pty) Ltd Contact person: Karin De Wit & Sale Rep : Rob 071 877 9299 & 021-701 4566 or similar approved.				
<u>NOTE:</u>				
<u>The use of trade names is an indication of a standard acceptable to the Project Manager/Supervisor. Any other equal alternative product / brand may be used with prior written approval of the Project Manager/Supervisor</u>				
Carried Forward				R
Section No. 2 Bill No. 1 Carpentry and Joinery				

STRATEGIC FUEL FUND
RENOVATIONS TO INCREASE OFFICE SPACE UTILIZATION
C2.2 PROVISIONAL BILLS OF QUANTITIES

Brought Forward				R
<u>TIMBER DOORS, ETC</u>				
<u>VENEER DOORS</u>				
1	Solid Cherry VOE 2 370mm x 810mm x 40mm	No	33	
2	Solid Cherry VOE 2 100mm x 810mm x 40mm	No	6	
3	Solid Cherry VOE 2 370mm x 990mm x 40mm	No	5	
4	Solid Cherry VOE 2 343mm x 1 758mm x 44mm Equal Leaves RMS with 300mm x 100mm Cut Out Positioned 470mm from top down and 485mm from Stile, Fitted with 6.38mm safety glass to one leaf only, with cherry beading.	No	3	
Carried Forward to Summary of Section No. 2				R
Section No. 2				
Bill No. 1				
Carpentry and Joinery				

Item No	Unit	Quantity	Rate	Amount
<u>SECTION NO 2: BUILDERS WORK</u>				
<u>BILL NO 2</u>				
<u>CEILINGS, PARTITIONS</u>				
<u>PREAMBLES</u>				
The Model Preambles for Trades (2017 edition), as published by the Association of South African Quantity Surveyors, shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items, fully described in the said Model Preambles, will be entertained				
<u>SUPPLEMENTARY PREAMBLES</u>				
<u>Descriptions</u>				
Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete				
Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted", the bolts are measured elsewhere				
<u>Proprietary suspended ceilings</u>				
Electric light fittings, diffusers, panels, etc generally are "lay in" units of the same dimensions as the suspension grid described and allowance shall be made accordingly for their support, inclusive of any flexibility in setting out that may be required (ceiling panels have not been deducted and pricing shall take cognisance thereof)				
Carried Forward			R	
Section No. 2 Bill No. 2 Ceilings, Partitions				

STRATEGIC FUEL FUND
RENOVATIONS TO INCREASE OFFICE SPACE UTILIZATION
C2.2 PROVISIONAL BILLS OF QUANTITIES

	Brought Forward			R
	<u>"Rhino-Drywall" partition systems</u> "Rhino-Drywall" partitions shall comprise 63,5mm top and bottom galvanised steel tracks with 63,5mm galvanised steel vertical studs at maximum 600mm centres, friction fitted or pop-riveted to the top and bottom tracks with similar additional vertical studs as necessary at abutments, ends, etc and covered as described with wall board screwed to studding with "Drywall" screws at maximum 220mm centres. Boards shall be butt jointed and finished with "Rhino" tape and "Ready mix" jointing compound all in accordance with the manufacturer's instructions, complete with flat section aluminium skirtings. Intersections and abutments are measured separately and descriptions shall be deemed to include any additional studs, corner beads, jointing compound <u>"Donn Vanguard" partition systems</u> Demountable partitions are to be "Donn Vanguard" with an overall thickness of 76mm, comprising 50mm wide galvanised steel tracks and studs with one layer of 12,7mm gypsum plasterboard in 1,20m modules on each side and flat section aluminium skirtings and recessed aluminium cornices. The panels shall be covered with "Donn" paper backed vinyl wall cladding wrapped around edges. Aluminium door frames and glazing sections, skirtings, cornices, etc shall be natural anodised aluminium. The partitions shall be erected in accordance with the manufacturer's instructions <u>CEILINGS ETC</u> <u>SUSPENDED CEILINGS - REPLACEMENT DAMAGES BOARD</u> <u>Replacement of ceiling tiles in existing ceiling grid</u>			
1	Ceilings suspended not exceeding 1m below concrete soffits	m2	37	
	Carried Forward			R
	Section No. 2 Bill No. 2 Ceilings, Partitions			

STRATEGIC FUEL FUND
RENOVATIONS TO INCREASE OFFICE SPACE UTILIZATION
C2.2 PROVISIONAL BILLS OF QUANTITIES

Brought Forward			R
<u>PARTITIONS ETC</u>			
<u>GYPROC wall classic dry wall system 63 consisting of 12.5mm rhinoboard board one layer fixed to framework both side consisting of GYPFRAME™ULTRASTEEL® studs friction fitted into top and bottom GYPFRAME™ULTRASTEEL® track at 600mm centres fixed to the wall using GYPROC galvanised angle 25mm x 25mm with 63mm is over cavitybatt". insulation inserted into cavity of partitioning, apply gyproc RHINOTAPE® to all joints and internal corners, install GYPFRAME™ corner bead to all external corners.</u>			
2	Partitioning 2 370mm high with bottom and top tracks plugged	m	385
3	Extra over partition 2 370mm high for T - Intersections	No	19
4	Extra over partition 2 370mm high for aluminium fair end	No	20
5	Extra over for door openings 813mm x 2 370mm High including all support for fixing of door frame: (doors & frame measured elsewhere)	No	25
6	Extra over for door openings 813mm x 2 100mm High including all support for fixing of door frame: (doors & frame measured elsewhere)	No	6
7	Extra over for corner aluminium - 90 degree corner	No	17
8	Extra over for abutments	m	418
<u>Sundries</u>			
9	75mm High aluminium skirting fixed with drywall screws	m	443
Carried Forward to Summary of Section No. 2			R
Section No. 2			
Bill No. 2			
Ceilings, Partitions			

STRATEGIC FUEL FUND
RENOVATIONS TO INCREASE OFFICE SPACE UTILIZATION
C2.2 PROVISIONAL BILLS OF QUANTITIES

Item No		Unit	Quantity	Rate	Amount
	<u>SECTION NO 2: BUILDERS WORK</u>				
	<u>BILL NO 3</u>				
	<u>IRONMONGERY</u>				
	<u>PREAMBLES</u>				
	The Model Preambles for Trades (2017 edition), as published by the Association of South African Quantity Surveyors, shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items, fully described in the said Model Preambles, will be entertained				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	<u>Finishes to ironmongery</u>				
	Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered CH Chromium plated SC Satin chromium plated SE Silver enamelled GE Grey enamelled AS Anodised silver AB Anodised bronze AG Anodised gold ABL Anodised black PB Polished brass PL Polished and lacquered PT Epoxy coated SD Sanded				
	All Ironmongery shall be in accordance with the existing Ironmongery on site from HHL Claremont (WB Hardware) Contact person: Fahiem Valentine (021) 670 7270 or similar approved.				
	<u>Fixing</u>				
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs in brickwork or concrete				
	Carried Forward			R	
	Section No. 2 Bill No. 3 Ironmongery				

STRATEGIC FUEL FUND
RENOVATIONS TO INCREASE OFFICE SPACE UTILIZATION
C2.2 PROVISIONAL BILLS OF QUANTITIES

Brought Forward				R
<u>NOTE:</u> <u>The use of trade names is an indication of a standard acceptable to the Project Manager/Supervisor. Any other equal alternative product / brand may be used with prior written approval of the Project Manager/Supervisor</u>				
<u>LOCKS & CLOSERS</u>				
1	QS Roller Bolt and Keep Adjustable PB QS6001PB	No	46	
2	Cylinder Euro Dead Lock D037D S/steel Dtl 60303734 Dorma	No	46	
3	Cylinder Double 66mm Np Lk106 B3159	No	46	
4	Cylinder Profile Escutcheon Ss B3106	No	46	
<u>HANDLES</u>				
5	Pull handle stainless steel 1 800mm back to back	No	46	
<u>DOOR CLOSERS</u>				
<u>Dorma or similar approved.</u>				
6	Door Closer Ts91b/gsremf1 Hold Open Silver	No	3	
<u>FIRE ESCAPE</u>				
<u>Dorma or similar approved.</u>				
7	Panic Latch PHA2000 Pha1/s Silver	No	1	
8	Door Closer TS91B/2-S Standard	No	1	
Carried Forward to Summary of Section No. 2				R
Section No. 2				
Bill No. 3				
Ironmongery				

STRATEGIC FUEL FUND
RENOVATIONS TO INCREASE OFFICE SPACE UTILIZATION
C2.2 PROVISIONAL BILLS OF QUANTITIES

Item No	Unit	Quantity	Rate	Amount
<u>SECTION NO 2: BUILDERS WORK</u>				
<u>BILL NO 4</u>				
<u>METALWORK</u>				
<u>PREAMBLES</u>				
The Model Preambles for Trades (2017 edition), as published by the Association of South African Quantity Surveyors, shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items, fully described in the said Model Preambles, will be entertained				
<u>SUPPLEMENTARY PREAMBLES</u>				
Descriptions				
Descriptions of bolts shall be deemed to include nuts and washers				
Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete				
Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described				
Carried Forward				R
Section No. 2 Bill No. 4 Metalwork				

STRATEGIC FUEL FUND
RENOVATIONS TO INCREASE OFFICE SPACE UTILIZATION
C2.2 PROVISIONAL BILLS OF QUANTITIES

Brought Forward Subcontractor executing aluminium work to be a registered AAAMSA member, manufacturer and installation to include ironmongery scheduled. Extrude aluminium to be fabricated from alloy 6063 in temper T6 in accordance with the latest addition of BS 1474. Glazing to be selected, fixed and marked in accordance with SANS 50572. Warranty against delamination and or colour delidation of safety glass and or hermetically sealed glazing to be provided, valid for a minimum of five years. Frames to receive glazing capable of withstanding the wind loads to be determined by a competent person, but shall not be less that 100Pa. Windows assembly to be stainless steel screws through out, contact between steel and aluminium to be prevented by means of example double sided tape. Compatibility between sealant and frame surface to be confirmed in writing before application. Fixing of aluminium windows to steel window linings to be with stainless steel, self tapping screws. Wire glass, if used as safety glass, to conform to SANS 1263 part 1. Glazed installations to be protected during construction and to be handed over perfect. AAAMSA test certificate A1, and SAGGA certificate of conformance to be provided for all aluminium work installed. Full detailed shop drawings to be provided for approval by the Architect prior to manufacture. <u>NOTE:</u> <u>The use of trade names is an indication of a standard acceptable to the Project Manager/Supervisor. Any other equal alternative product / brand may be used with prior written approval of the Project Manager/Supervisor</u>					R
Carried Forward Section No. 2 Bill No. 4 Metalwork					R

STRATEGIC FUEL FUND
RENOVATIONS TO INCREASE OFFICE SPACE UTILIZATION
C2.2 PROVISIONAL BILLS OF QUANTITIES

[illegible]

STRATEGIC FUEL FUND
RENOVATIONS TO INCREASE OFFICE SPACE UTILIZATION
C2.2 PROVISIONAL BILLS OF QUANTITIES

	Brought Forward			R
2	1 800mm x 1 400mm High window x 600mm high with vinyl printed design as per existing			
	2,1 Lyndia			
	2,2 Vinolia			
	2,3 Finance			
	2,4 GM Trading			
	2,5 Commercial Accounting Manag			
	2,6 Office.1			
	2,7 Office.2			
	2,8 CPE			
	2,9 HR			
	2,10 HR &IR			
	2,11 Khanya			
	2,12 C.W			
	2,13 G.A			
	2,14 J.A			
	2,15 K.B			
	2,16 Proj. Manager			
	2,17 K.B. office 1			
	2,18 K.B. office 2			
	2,19 Audit			
	2,20 Audit Manager			
	2,21 Procumt Manager			
	2,22 CFO PA			
	2,23 Open plan office at fin Manag			
	2,24 GC			
	2,25 Store next to CFO PA			
	2,26 I.T office 1			
	2,27 I.T office 2			
	2,28 Procurement office	No	28	
	<u>ALUMINIUM VENTILATION LOUVERS ABOVE WINDOWS AND DOORS</u>			
3	900 wide x 300mm high x 20mm thick louvre, including all fittings and installation	No	36	
4	1800 wide x 300mm high x 20mm thick louvre, including all fittings and installation	No	56	
	Carried Forward			R
	Section No. 2 Bill No. 4 Metalwork			

STRATEGIC FUEL FUND
RENOVATIONS TO INCREASE OFFICE SPACE UTILIZATION
C2.2 PROVISIONAL BILLS OF QUANTITIES

Brought Forward				R
<u>ALUMINIUM DOOR FRAME</u>				
<u>90mm Thick single rebated frame in partition including all support</u>				
5	Door frame for 810mm x 2 370mm high door	No	33	
6	Door frame for 810mm x 2 100mm high door	No	8	
7	Door frame for 990mm x 2 100mm high door	No	5	
<u>1.6mm Thick "Durowin" single rebated hot dipped galvanised mild steel door frames for one brick wall</u>				
8	Door frame for 1 820mm x 2 980mm high	No	3	
Carried Forward to Summary of Section No. 2				R
Section No. 2				
Bill No. 4				
Metalwork				

STRATEGIC FUEL FUND
RENOVATIONS TO INCREASE OFFICE SPACE UTILIZATION
C2.2 PROVISIONAL BILLS OF QUANTITIES

Item No	Unit	Quantity	Rate	Amount
<u>SECTION NO 2: BUILDERS WORK</u>				
<u>BILL NO 5</u>				
<u>PAINTWORK</u>				
<u>PREAMBLES</u>				
The Model Preambles for Trades (2017 edition), as published by the Association of South African Quantity Surveyors, shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items, fully described in the said Model Preambles, will be entertained				
<u>SUPPLEMENTARY PREAMBLES</u>				
<u>DESCRIPTIONS</u>				
Descriptions of paintwork shall be deemed to include for all cutting in				
<u>PAINT SPECIFICATIONS</u>				
All painting shall be done in accordance with "Plascon" approved specifications or similar approved.				
All painting shall be done in accordance strictly with "Plascon" specifications or similar approved and including a "Certificate of Compliance"				
Note: Surface to be dry, sound and clean and cured for a minimum of 14 days, with a moisture content measured with a doser hygrometer (or equivalent) of BD 2 scale - 8% or less.				
Carried Forward				R
Section No. 2 Bill No. 5 Paintwork				

STRATEGIC FUEL FUND
RENOVATIONS TO INCREASE OFFICE SPACE UTILIZATION
C2.2 PROVISIONAL BILLS OF QUANTITIES

Brought Forward				R
<u>PAINTWORK, ETC TO NEW WORK ON</u>				
<u>FLOATED PLASTER</u>				
<u>Gypsum skim-coat smooth render and one coat plascon prime PP700 with an over coating time of 16 hours and finish with two coats Douuble Velvet or similar approved with 2 hours drying time between coats, for a maintenance cycle of 10 years in a C5 - coastal/marine environment:</u>				
1	On Partition	m2	2 218	
<u>METAL SURFACES</u>				
<u>One coat "Epiwash" chromate free primer (AW 1225) and two coats "Plascothane polyurethane" enamel paint or similar approved.</u>				
2	Door frames	m2	8	
<u>WOOD</u>				
<u>One coat "Woodoc" woodcare pretreatment , and three coats Woodoc 25 Satin sealer or similar approved to match exsiting colour: on sample approval</u>				
3	On Timber cherry veneer doors	m2	171	
Carried Forward to Summary of Section No. 2				R
Section No. 2				
Bill No. 5				
Paintwork				

[illegible]

STRATEGIC FUEL FUND
RENOVATIONS TO INCREASE OFFICE SPACE UTILIZATION
C2.2 PROVISIONAL BILLS OF QUANTITIES

Brought Forward		R
<u>Frameless Door Automation including tag reader (By Others)</u>		
7	Provide the Amount of R30 000,00 (Thirty Thousand) for Frameless Door Automation, executed complete	30 000,00
8	Profit	%
9	Allow for general attendance	%
Carried Forward to Summary of Section No. 2		R
Section No. 2		
Bill No. 6		
Provisional Sums		

STRATEGIC FUEL FUND
RENOVATIONS TO INCREASE OFFICE SPACE UTILIZATION
C2.2 PROVISIONAL BILLS OF QUANTITIES

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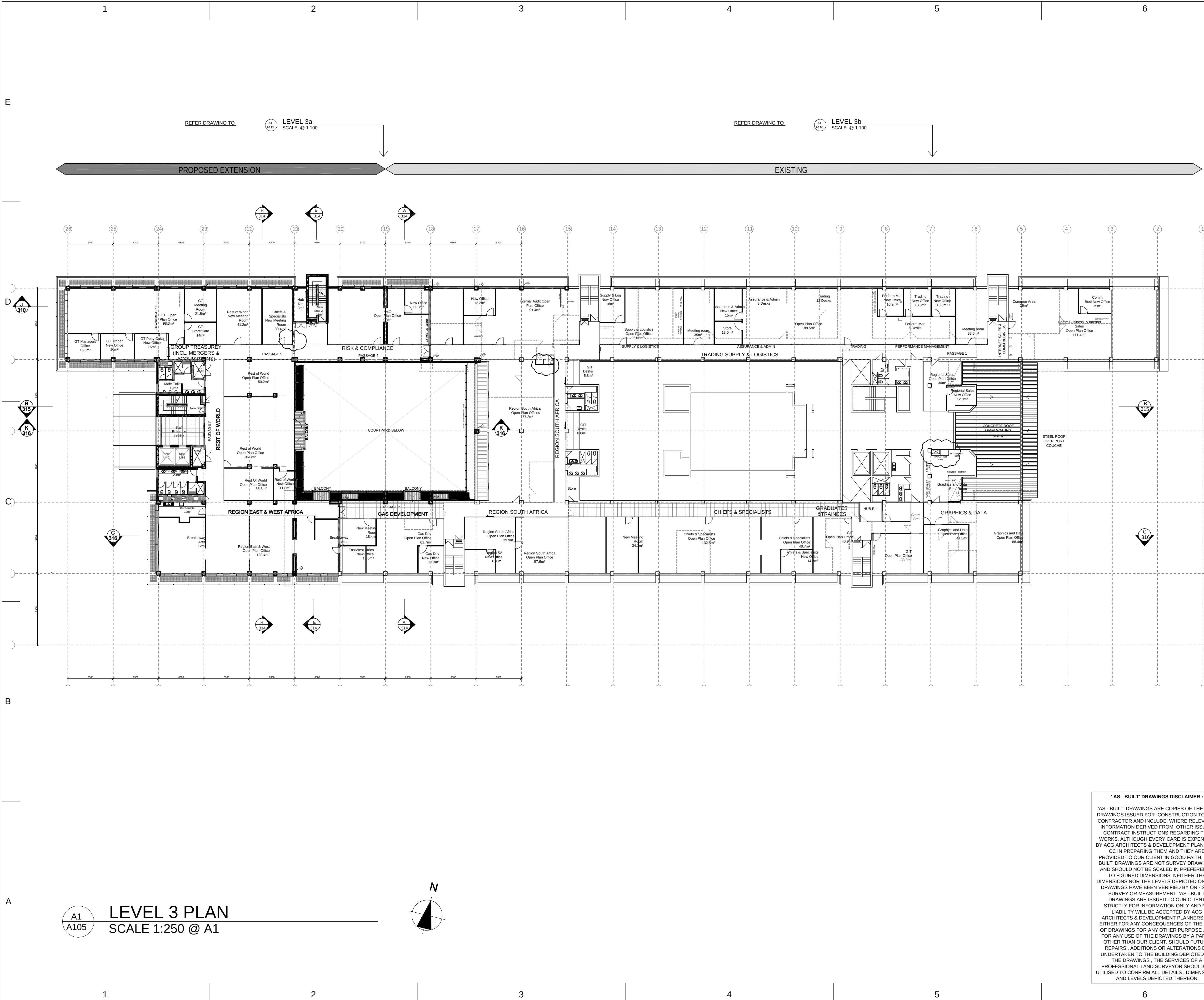
STRATEGIC FUEL FUND
RENOVATIONS TO INCREASE OFFICE SPACE UTILIZATION
C2.2 PROVISIONAL BILLS OF QUANTITIES

Item No	Unit	Quantity	Rate	Amount
<u>SECTION NO 3: ELECTRICAL WORK</u>				
<u>BILL NO 1</u>				
<u>PREAMBLES</u>				
Tenderers are referred to the General Preamble For Trades – 2017 as published by The Association of South African Quantity Surveyors as well as the Supplementary preambles under the section “Works Information-Specifications, standards & workmanship”				
<u>NOTE:</u>				
<u>The use of trade names is an indication of a standard acceptable to the Project Manager/Supervisor. Any other equal alternative product / brand may be used with prior written approval of the Project Manager/Supervisor</u>				
1		Item		20 000,00
Provide the Amount of R20 000,00 (Twenty Thousand) for Electrical Works, executed complete				
<u>ELECTRICAL</u>				
2			%	
Profit				
3			%	
Allow for general attendance				
Carried to Final Summary				R
Section No. 3				
Bill No. 1				
Electrical Works				

STRATEGIC FUEL FUND
RENOVATIONS TO INCREASE OFFICE SPACE UTILIZATION
C2.2 PROVISIONAL BILLS OF QUANTITIES

Section No	Page No	Amount
1 Section 1 - Preliminaries	15	
2 Section 2 - Building Work	32	
3 Section 3 - Electrical Work	33	
TOTAL OF BUILDING WORKS		R
<u>CONTINGENCIES</u> Allow the sum of R 55,000.00 (Fifty Five Thousand Rand) for contingencies to be expended as directed by the Principal agent or deducted in whole or in part from the Contract amount		
TOTAL OF BUILDING WORK & CONTINGENCIES		R
Carried to Form of Tender		R

ANEXXURE K – As Built Layout



NOTE:

1. THIS DESIGN IS COPYRIGHT AND REMAINS THE PROPERTY OF THE ARCHITECT.
2. ALL WORK TO BE CARRIED OUT IN STRICT ACCORDANCE TO MUNICIPAL AND NATIONAL BUILDING REGULATIONS.
3. ALL RELEVANT DETAILS, LEVELS AND DIMENSIONS TO BE CHECKED ON SITE BEFORE COMMENCING WITH ANY WORK.
4. ALL DISCREPANCIES TO BE REPORTED TO THE ARCHITECT IMMEDIATELY. WORK TO PROCEED ONCE THE PROBLEM HAS BEEN RESOLVED.
5. DRAWING NOT TO BE SCALED.

REVISIONS

REV	DATE	REVISION DETAILS	BY
A	07.12.12	GRIDS RE-NUMBERED	NB
B	08.01.17	LIFTS & STAIRS MOVED, NEW ENTRANCE & BUILDING ENVELOPE DEVELOPED.	GG
C	08.01.24	LIFTS, STAIRS & TOILETS MOVED, ENTRANCE LOBBY UPDATED.	GG
D	08.01.29	LIFTS, STAIRS & TOILETS UPDATED, MECHANICAL & ELECTRICAL DUCTS ADDED, COLUMNS ON GRID 21 UPDATED, OFFICE LAYOUTS ADDED.	LR
E	08.02.01	LIFTS, STAIRS, TOILETS & ENTRANCE UPDATED, MECHANICAL LOBBY IS MOVED TO NEW LOCATION.	KT
F	08.02.06	HUB ROOM & PENETRATIONS ADDED AT GRID 21, ELECTRICAL DUCT UPDATED & DUCT DOORS ADDED IN TOILET, LOUVER SCREENS, BALCONIES & SUPPORTS IN COURTYARD ADDED.	GG
G	08.02.13	HUB ROOM DOOR RELOCATED AT GRID 21,	LR
H	08.03.03	NEW KITCHENETTE, STAFF ENTRANCE LOBBY UPDATED, NEW GLASS CURTAIN WALL, COLUMNS UPDATED AS PER STRUCTURAL ENGINEER'S DWG, BALCONIES RELOCATED, SECTIONS H-H & K-K, GRID DIMENSIONS ADDED.	LR
J	08.03.18	CURTAIN WALL, LOUVRES & BALCONY INTERNAL COURTYARD UPDATED, DIMENSION ADDED, EXISTING DOOR SYMBOL CHANGED.	LR
K	08.04.16	STAIRCASE 1 UPDATED NEW DOORS IN ALL FIRE HOSE REELS, FLOOR FINISH ADDED.	LR
L	08.04.25	COLUMNS AROUND LEVEL 4 BOARDROOM ARE REWORKED AND TAKEN ALL THE WAY DOWN TO LEVEL 1 PARKING.	KT
M	08.05.12	DOOR AND WINDOW TAGS ADDED & ROOM NUMBERS ADDED.	LR
N	08.05.29	ROOF ABOVE WAITING AREA AT EXISTING EXPANDED ENTRANCE CHANGED TO CONCRETE. PORT COUCHE ADDED TO ENTRANCE AREA.	LR
P	08.07.08	INTERNAL OFFICE LAYOUTS RECONFIGURED FOLLOWING SPACE PLANNING WORKSHOPS, MEETING ROOM NEXT TO CAFE PORTE COUCHE ENLARGED, NEW SAFE IN TRADING SUPPLY AND LOGISTICS.	KT
Q	08.10.11	RISK & COMPLIANCE, INTERNAL AUDIT, GROUP TREASURY AND MERGERS AND ACQUISITIONS DEPARTMENTS MOVED DOWN TO LEVEL 2. PARTITIONS READJUSTED TO ACCOMMODATE MORE NEW VENTURES UPSTREAM LAYOUT.	KT
R	09.02.03	NEW VENTURES LAYOUT IS REVISED, TRADE SUPPLY & LOGISTICS LAYOUT IS REVISED, INTERNAL AUDIT AND RISK AND COMPLIANCE LAYOUTS ARE REVISED.	KT

'AS - BUILT' DRAWINGS
BP NO. 0666/2008
ERF NO. 19801(3471)

acg architects

398 ALBERT ROAD
SALT RIVER CIRCLE
PO BOX 70 WOODSTOCK 7925
TEL.: +27 21 448 6615
FAX.: +27 21 448 6621
E-MAIL: acg@archplan.co.za

CLIENT:
PETRO SA

PROJECT:
PETRO SA
OFFICE EXTENSION

PROJECT NO.:
0628

DRAWING TITLE:
LEVEL 3 PLAN
EXTENSION & EXISTING

DRAWN:
LR

CHECKED:
GG

DATE FIRST ISSUED:
07/11/29

DOCUMENT STATUS:
FOR INFORMATION

DISCIPLINE:
A

DRAWING NUMBER:
105

REVISION:
R

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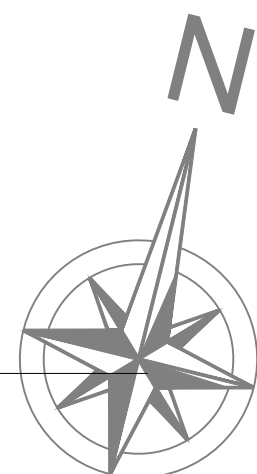
ANEXXURE L – Proposed Layout



A1
A105

LEVEL 3 PLAN

SCALE 1:250 @ A1



NOTE:
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4. ALL DISCREPANCIES TO BE REPORTED TO THE ARCHITECT IMMEDIATELY. WORK TO PROCEED ONCE THE PROBLEM HAS BEEN RESOLVED.
5. DRAWING NOT TO BE SCALED.

REVISIONS

REV.	DATE	REVISION DETAILS	BY
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Courtesy Plans

ERF NO. 19801(3471)



Colab Concepts (PTY) Ltd
Cell - 0825797958
Email: trevor@colabconcepts.co.za

CLIENT: **PETRO SA**

PROJECT: PETRO SA	PROJECT NO.: SFF-2024-109
SFF - REFURBISHMENT	

DRAWING TITLE:
**LEVEL 3 PLAN
PROPOSED REFURBISHMENT**

DRAWN: THA	CHECKED: THA	DATE FIRST ISSUED: 15-02-2024
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DOCUMENT STATUS:

FOR CONSTRUCTION

DISCIPLINE: A	DRAWING NUMBER: ARC-PETROSA-SFF-200	REVISION: 0
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'AS - BUILT' DRAWINGS ARE COPIES OF THE LAST DRAWINGS ISSUED FOR CONSTRUCTION TO THE CONTRACTOR AND INCLUDE, WHERE RELEVANT, INFORMATION DERIVED FROM OTHER ISSUED CONTRACT INSTRUCTIONS REGARDING THE WORKS. ALTHOUGH EVERY CARE IS EXPENDED BY COLAB CONCEPTS (PTY) LTD ARCHITECTS IN PREPARING THEM AND THEY ARE PROVIDED TO OUR CLIENT IN GOOD FAITH, 'AS - BUILT' DRAWINGS ARE NOT SURVEY DRAWINGS AND SHOULD NOT BE SCALED IN PREFERENCE TO FIGURED DIMENSIONS. NEITHER THE DIMENSIONS NOR THE LEVELS DEPICTED ON THE DRAWINGS HAVE BEEN VERIFIED BY ON - SITE SURVEY OR MEASUREMENT. PN- DRAWINGS ARE ISSUED TO OUR CLIENT STRICTLY FOR INFORMATION ONLY AND NO LIABILITY WILL BE ACCEPTED BY COLAB CONCEPTS (PTY) LTD ARCHITECTS EITHER FOR ANY CONSEQUENCES OF THE USE OF DRAWINGS FOR ANY OTHER PURPOSE, OR FOR ANY USE OF THE DRAWINGS BY A PARTY OTHER THAN OUR CLIENT. SHOULD FUTURE REPAIRS, ADDITIONS OR ALTERATIONS BE UNDERTAKEN TO THE BUILDING DEPICTED ON THE DRAWINGS, THE SERVICES OF A PROFESSIONAL LAND SURVEYOR SHOULD BE UTILISED TO CONFIRM ALL DETAILS, DIMENSIONS AND LEVELS DEPICTED THEREON.

[illegible]

DISCIPLINE:	DRAWING NUMBER:	REVISION:
A	ARC-PETROSA-SFF-201	0

SCALE 1/100

SCALE 1/100

"AS-BUILT DRAWINGS ARE COPIES OF THE LAST DRAWINGS ISSUED FOR CONSTRUCTION TO THE CONTRACTOR AND INCLUDE, WHERE RELEVANT, ANY CHANGES ORDERED BY THE CLIENT. THE CONTRACT INSTRUCTIONS REGARDING THE WORKS, ALTHOUGH EVERY CARE IS EXPENDED BY COLAB CONCEPTS (PTY) LTD ARCHITECTS TO BE CORRECT, ARE NOT GUARANTEED TO BE PROVIDED TO OUR CLIENT IN GOOD FAITH. 'AS-BUILT' DRAWINGS ARE NOT SURVEY DRAWINGS AND SHOULD NOT BE SCALED IN PREFERENCE TO A SURVEYOR'S DRAWING. THE DIMENSIONS AND LEVELS DEPICTED ON THE DRAWINGS HAVE BEEN VERIFIED BY ON - SITE SURVEY OR MEASUREMENT. NO LIABILITY FOR INFORMATION ONLY AND NO LIABILITY WILL BE ACCEPTED BY COLAB CONCEPTS (PTY) LTD ARCHITECTS FOR EITHER THE QUALITY OF THE USE OF DRAWINGS FOR ANY OTHER PURPOSE, OR FOR ANY USE OF THE DRAWINGS BY A PARTY OTHER THAN OUR CLIENT. SHOULD FUTURE REVISIONS OR ADDITIONS BE UNDERTAKEN TO THE BUILDING DEPICTED ON THE DRAWINGS, THE SERVICES OF A PROFESSIONAL LAND SURVEYOR SHOULD BE UTILISED TO DETERMINE THE DIMENSIONS AND LEVELS DEPICTED THEREON.

NOTE:

1. THIS DESIGN IS COPYRIGHT AND REMAINS THE PROPERTY OF THE ARCHITECT.
2. ALL WORK TO BE CARRIED OUT IN STRICT ACCORDANCE TO MUNICIPAL AND NATIONAL BUILDING REGULATIONS.
3. ALL RELEVANT DETAILS, LEVELS AND DIMENSIONS TO BE CHECKED ON SITE BEFORE COMMENCING WITH ANY WORK.
4. ALL DISCREPANCIES TO BE REPORTED TO THE ARCHITECT IMMEDIATELY, WORK TO PROCEED ONCE THE PROBLEM HAS BEEN RESOLVED.
5. DRAWING NOT TO BE SCALED.

REVISIONS

Courtesy Plans

ERF NO. 19801(3471)



Colab Concepts (PTY) Ltd
Cell - 0825797958
Email: trevor@colabconcepts.co.z

CLIENT	
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PETRO SA

PROJECT:	PROJECT NO.:
PETRO SA	SFF-2024-109
SFF - REFURBISHMENT	

DRAWING TITLE:

LEVEL 3 PLAN
PROPOSED REFURBISHMENT

DRAWN: THA	CHECKED: THA	DATE FIRST ISSUED 15-02-2024
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DOCUMENT STATUS

FOR CONSTRUCTION

DISCIPLINE:	DRAWING NUMBER:	REVISION:
A	ARC-PETROSA-SFF-202	0