MHSC

# MINE HEALTH AND SAFETY COUNCIL

## Supply and Installation of Acoustics, Glazing, Signage and Wallpaper for the Renovation of the MHSC Offices

**BID No.: MHSC 027/2025-26**

**ISSUED BY:**
**MINE HEALTH AND SAFETY COUNCIL**
**Western Woods Office Complex**
**145 Western Service Road, B7 Maple Place**
**Woodmead, 2191**
Contact: Supply Chain Management
Telephone: 011 656 1797
Email: tenders@mhsc.org.za

**NAME OF TENDERER:** .....

**CIDB REGISTRATION NUMBER:** .....

**CSD SUPPLIER NUMBER:** .....

**COMPANY REGISTRATION NUMBER:** .....

**TAX VERIFICATION PIN:** .....

**NB: FOR ATOTAL PRICE INCLUSIVE OF VALUE ADDED TAX, PLEASE REFER TO PART C1 (FORM OF OFFER AND ACCEPTANCE).**

## This tender closes at 11h00 on Thursday 19th March 2026

Completed tender documents are to be sealed and deposited in the Bid Box, at the offices of the Mine Health and Safety Council, Western Woods Office Park, B7, Maple North, 145 Western Service Road, Woodmead, 2191

**NO LATE SUBMISSIONS WILL BE CONSIDERED**

***The Mine Health and Safety Council reserves the right to cancel/not award this tender.***

**PROCUREMENT DOCUMENT FOR THE SUPPLY AND INSTALLATION OF ACOUSTICS, GLAZING, SIGNAGE AND WALLPAPER FOR THE RENOVATION OF THE MHSC OFFICES**

**JBCC Edition 6.2 (May 2018)**

**PLEASE NOTE: TENDERS MUST BE SUBMITTED ON THE TENDER DOCUMENTATION ISSUED. TENDER DOCUMENTATION MUST NOT BE REPRODUCED OR REARRANGED. ANY ADDITIONAL INFORMATION MUST BE SUBMITTED AS A SEPARATE ATTACHMENT TO THE TENDER DOCUMENT.**

**ALL PAGES OF THE SUBMISSION INCLUDING ATTACHMENTS MUST BE INITIALED AND NUMBERED.**

**TO ALL OUR STAKEHOLDERS**

**RE: THE CHANNELS OF REPORTING FRAUDULENT AND CORRUPT ACTIVITIES**

The **Mine Health and Safety Council** has a **zero-tolerance approach to Fraud, Theft, Corruption, Maladministration, and Collusion** by suppliers with employees. To reinforce this commitment, more channels have been added to report any Fraudulent and Corrupt activities.

All people doing business with the **MINE HEALTH AND SAFETY COUNCIL** are encouraged to report any corrupt or illegal practice.

**Anyone can report fraudulent and corrupt activities through one of the following channels.**

- Toll free number: 0800 005 924

**LET'S JOIN HANDS TO TAKE UP THE FIGHT AGAINST FRAUD AND CORRUPTION IN OUR SOCIETY.**

**NOTES TO TENDERERS:**

1. The Tender Document issued by MINE HEALTH AND SAFETY COUNCIL (The Employer) to contractors contain the following:
    - The Full Tender Document including the Priced Bill of Quantities.
    - The Returnables
    - Annexures

2. Submission of tender – The following needs to be submitted in a neatly bound file (each and every page of the submission, including attachments, must be initialled and numbered by the tenderer) and in the following order:
    - Cover page
    - All returnables, and
    - Supporting documentation
    - Completed Priced Bill of Quantities

    The above will form part of the Contract document.

3. The Employer's intention for further negotiation
    - The Employer reserves the right to follow a further negotiation procedure after the initial tender offers have been received.

4. The Employer's intention for due diligence
    - The Employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements that restrict or distort competition or have a discriminatory effect.

**PLEASE NOTE: TENDERS MUST BE SUBMITTED ON THE TENDER DOCUMENTATION ISSUED. TENDER DOCUMENTATION MUST NOT BE REPRODUCED OR REARRANGED. ANY ADDITIONAL INFORMATION MUST BE SUBMITTED AS A SEPARATE ATTACHMENT TO THE TENDER DOCUMENT.**

**MINE HEALTH AND SAFETY COUNCIL**

# Supply and Installation of Acoustics, Glazing, Signage and Wallpaper for the Renovation of the MHSC Offices

# BID No.: MHSC 027/2025-26

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## TENDER DOCUMENT CHECKLIST

Tenderers must complete this document checklist to ensure that all information is completed in the Tender Document.

| ITEMS | | CHECKED |
|---|---|---|
| | | Contractor |
| 1. | Correct Tender offer carried forward to the Cover Page and the Form of Offer and Acceptance in **Part C1.1** | |
| 2. | Tenderer's signature on the offer | |
| 3. | Priced Bill of Quantities | |
| 3.1 | Hard copy of Priced Bill of Quantities completed in pen | |
| 3.2 | Initialled on each page | |
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| | | |
|---|---|---|
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## PART T1: TENDERING PROCEDURES

### T1.1: TENDER NOTICE AND INVITATION TO TENDER

**MINE HEALTH AND SAFETY COUNCIL**

# Supply and Installation of Acoustics, Glazing, Signage and Wallpaper the Renovation of the MHSC Offices
# BID No.: MHSC 027/2025-26

Mine Health and Safety Council hereby invites suitably qualified Contractors Grade 3GB or Higher to provide construction services for the MHSC for the renovation and office fit out of the new MHSC building.

**Terms of Engagement**
The scope of work and the bid requirements are stipulated in the bid document.

It is estimated that the bidders should have a CIDB contractor grading designation of **3GB or Higher**. Joint ventures are eligible to submit tenders if they satisfy the criteria stated in the Tender Data.
The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3GB or higher class of construction work determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

**No physical tender document collection will be allowed**
Bid documents will only be available from CIDB website, MHSC website and National Treasury e-Tender portal.

All Queries relating to this tender may be addressed to SCM at e-mail: tenders@mhsc.org.za using the tender reference number **MHSC 027/2025-26.**

**A Compulsory Site/Tender Clarification Meeting** with representatives of the MHSC will take place at Section 8, Tuscany Office Park, 2 Coombe Pl, Rivonia, Sandton, 2128 on **02 March 2026 @11h00** on site. (https://maps.app.goo.gl/zrAn2Sspk4ftzrEA9)

**Tender Closing Date: 19 March 2026 at 11:00 am**

No Late, Faxed or emailed tender documents will be accepted.

**Tenders must only be submitted using the tender documentation that is provided. The retyping of the tender document is not permitted.**
Sealed Bids marked "**BID No.: MHSC 027/2025-26**" and "**Supply and Installation of Acoustics, Glazing Signage and Wallpaper for the Renovation of the MHSC Offices** " must be deposited in the tender **BOX** located in the reception area, Mine Health and Safety Council, Western Woods Office Park, B7, Maple North, 145 Western Service Road, Woodmead.

Bidders must submit the original document plus one copy of the original document accompanied by an electronic version on a USB.

The MHSC selection of qualifying tenders will be at the MHSC sole discretion and will be final. The MHSC does not bind itself to accept any tender. Correspondence will be entered into with the successful tenderer.

"WE ENCOURAGE ALL PEOPLE DOING BUSINESS WITH US TO REPORT ANY CORRUPT OR ILLEGAL PRACTICE, USING THE ANTI-FRAUD HOTLINE NUMBER: 0800 005 924

## PART T1: TENDERING PROCEDURES

### T1.2 Tender Data

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, (July 2015) as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015. (see www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in interpreting any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each data item given below is cross-referenced to the clause in the Standard Conditions of Tender to which it applies.

| CLAUSE NUMBER | CLAUSE HEADING | DATA / WORDING |
|---|---|---|
| **F.1.1** | **The Employer** | Mine Health and Safety Council (MHSC) |
| **F.1.2** | **The Tender** | **PART T1: TENDERING PROCEDURES**<br>T1.1 Tender Notice and Invitation to Tender<br>T1.2 Tender Data<br>**PART T2 : RETURNABLE DOCUMENTS**<br>T2.1 List of Returnable Schedules and Documents<br>T2.2 Returnable Schedules and Documents |
| | **The Contract** | **PART C1: AGREEMENTS AND CONTRACT DATA**<br>C1.1 Form of Offer and Acceptance<br>C1.2 Contract Data<br>C1.3 Project Baseline Risk Assessment<br>C1.4 Site Specific Construction Health and Safety Specifications |
| | | **PART C2: PRICING DATA**<br>C2.1 Pricing Instructions<br>C2.2 Notes to Tenderer – Bill of Quantities<br>C2.3 Prices Bill of Quantities |
| | | **PART C3: SCOPE OF WORK** |
| | | **PART C4: SITE INFORMATION**<br>C4.1 Technical Specifications<br>C4.2 Drawings, Layouts and Plans |
| **F.2.1** | **Eligibility** | Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, are eligible to have their tenders evaluated.<br>Joint ventures are eligible to submit tenders provided that:<br>1. every member of the joint venture is registered with the CIDB; and the CIDB registration is active<br>2. The lead partner has a contractor grading designation in the GB class of construction work.<br>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3GB or higher class of construction work determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. |
| **F.2.7** | **Clarification Meeting** | The arrangements for a **compulsory** clarification meeting are as stated in the Tender Notice and Invitation to Tender.<br>Tenderers must sign the attendance list in the name of the tendering entity. |

| | | |
|---|---|---|
| | | **ADDENDA WILL ONLY BE ISSUED TO AND TENDERS WILL ONLY BE RECEIVED FROM THOSE TENDERING ENTITIES APPEARING ON THE ATTENDANCE REGISTER.** |
| **F.2.12** | **Alternative tender offers** | No alternative tender offers will be considered |
| **F.2.13.3** | **Number of copies of tender offers to be submitted to the Employer** | Parts of each tender offer communicated on paper shall be submitted as originals.<br>Bidders must submit the original document plus one copy of the original document accompanied by an electronic version on a memory stick/USB.<br>The hard copy written Bill of Quantities will, however, take precedence over the electronic copy |
| **F.2.13.5<br>F.2.15.1** | **Sealing and Delivery of tender offers** | The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:<br>Location of Tender Box: Reception Desk of the MINE HEALTH AND SAFETY COUNCIL<br>Physical Address: Mine Health and Safety Council<br>Western Woods Office Park, B7, Maple North<br>145 Western Service Road<br>Woodmead, 2191<br>Identification Details: MINE HEALTH AND SAFETY COUNCIL<br>SUPPLY AND INSTALLATION OF ACOUSTICS, , GLAZING, SIGNAGE AND WALLPAPER FOR THE RENOVATION OF THE MHSC OFFICES<br>CONTRACT NO.: BID No.: MHSC 027/2025-26<br>Closing Date: **19 March 2026**<br>Closing Time: **11h00** |
| **F.2.13.9** | **Telephonic** | Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will **NOT** be accepted. |
| **F.2.15** | **Closing time of tender offers** | The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. |
| **F.2.16** | **Tender offer validity** | The tender offer validity period is 90 days. |
| **F.1.6.2.2** | **Competitive negotiation procedure** | Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect. |
| **F.1.6.2.3** | | At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer. |
| **F.2.17** | **Clarification of tender offer after submission** | Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.<br>Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so. |

| | | |
|---|---|---|
| **F.2.23** | **Certificates** | The tenderer is required to submit with his tender:<br>a) A copy of a valid Tax Compliance Status pin. Any bidder whose tax matters are not in order with the South African Revenue Services (SARS), at the time of award will be disqualified.<br>b) Tenderers must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating. Certificates issued by either verification agencies accredited by the South African Accreditation System (SANAS) or certified sworn affidavits are accepted. **Copies must bear an original certification stamp. Failure to submit a B-BBEE status level certificate or sworn affidavit will result in the bidder scoring 0 points for B-BBEE".**<br>c) Documents and Schedules listed in Part T2. |
| **F.3.11.3** | **Evaluation of Tender Offers** | The procedure for the evaluation of responsive tenders is Method 2 (Price and Preference (Specific goals)), having completed an eligibility/mandatory and technical evaluation.<br><br>The Preference Point System assigns a score to each tenderer based on the tender price and on the tenderer's B-BBEE status. These scores are combined to determine an overall score for the tender. The tenderer with the highest score will be considered for acceptance.<br><br>The Preference Point System will be applied as follows:<br><br>• For tenders below R50 million<br>  ○ 80 points are assigned to price<br>  ○ Up to 20 points are assigned to specific goals<br><br>Points scored will be rounded off to the nearest 2 decimal places.<br><br>**ELIGIBILITY/MANDATORY EVALUATION**<br><br>Bidders must indicate if they comply or not comply. The mandatory requirements that must be met are as follows: |

| NO | REQUIREMENT | COMPLY | NOT COMPLY |
|---|---|---|---|
| 1 | **<u>CIDB REGISTRATION</u>**<br>Only those tenderers who are registered with the CIDB prior to the evaluation of submissions in a contractor grading designation equal to or higher than 3GB, are eligible to have their tenders evaluated.<br><br>For joint ventures:<br>• Every member of the joint venture must be registered with the CIDB; and the CIDB registration is active.<br>• The lead partner has a contractor grading designation in the GB class of construction work.<br>• The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than 3GB | | |

| | | | |
|---|---|---|---|
| | in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.<br><br>**(Valid CIDB registration to be provided)** | | |

**TECHNICAL EVALUATION**

The technical evaluation is based on the following criteria.

| Variables | Total Points | Criteria | Description of criteria | Points |
|---|---|---|---|---|
| **Key Returnable documents** | 10 | Methodology (Method statement) **AND** Preliminary project plan | Points will only be allocated for key returnable documents.<br><br>Missing information will result in zero points. | 5 |
| | | Health and Safety Plan | | 5 |

| Variables | Total Points | Criteria | Description of criteria | Points |
|---|---|---|---|---|
| **Company Experience in internal fit-out/ Internal refurbishments/ outfitting/ Interior finishing/ Interior installations/ fit-out for offices. (REFER TO Form B9)**<br><br>***(attach Company profile or portfolio)*** | 15 | >10 years of experience | Years of experience of the company in internal fit-out/ Internal refurbishments/ outfitting/ Interior finishing/ Interior installations/ fit-out for offices. **(REFER TO Form B9)**<br><br>**YEARS OF EXPERIENCE SHOULD BE EXPLICITLY INDICATED ON THE PROFILE/ PORTFOLIO** | 15 |
| | | >5-10 years of experience | | 10 |
| | | 5 years of experience | | 5 |
| | | <5 years of experience | | 0 |

| Variables | Total Points | Criteria | Description of criteria | Points |
|---|---|---|---|---|
| **Proof of company experience of a similar nature on internal fit-out/ Internal refurbishments/** | 40 | Five projects completed | **Track Record.**<br><br>Points will only be allocated for internal fit-out/ Internal refurbishments/ outfitting/ Interior | 40 |
| | | Four projects completed | | 30 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | **outfitting/ Interior finishing/ Interior installations/ fit-out for offices.**<br><br>***(attach reference letter or reference form B3.1 or a completion certificate or a combination of the above.*** | | Three projects completed | finishing/ Interior installations/ fit-out Projects to the minimum value of R1 million, completed in the past seven (7) years. Please see Form B3 for criteria that must be met in the reference letter or reference form B3.1 or a completion certificate or a combination of these. Should all of these criteria not be met, the reference will not be considered. | 20 |
| | | | | Two projects completed | | 10 |
| | | | | One project completed | | 5 |
| | | | | Zero projects completed | | 0 |

| Variables | Total Points | Criteria | Description of criteria | Points |
|---|---|---|---|---|
| **Experience of proposed key personnel.**<br><br>***(attach copies of CVs)*** | 35 | Project manager with minimum five (5) years of experience in managing internal fit-out/ Internal refurbishments/ outfitting/ Interior finishing/ Interior installations/ fit-out/ acoustics installation/ wallpaper installation/ glazing installation/ construction project management | Clearly indicate required experience on the CV.<br><br>Points will not be allocated where copies of CVs are not provided.<br><br>For the CHSO, points will not be provided if CV and proof of certification is not provided. | 25 |
| | | SACPCMP registered Construction Health and Safety (CHS) Officer/ Manager with a minimum three (3) years of experience (post-registration with SACPCMP) as a CHS Officer. Provide proof of SACPCMP certification/ | | 10 |

| | | | | |
|---|---|---|---|---|
| | | registration with the CV. | | |

A risk analysis may be conducted on the bidders,

The Employer's choice of qualifying tender documents for nomination will be entirely at the discretion of the Employer and it is final. The Employer is not bound to accept any specific tender document, and any form of announcement will be communicated with the successful bidder.

**The tenderer will be required to achieve a minimum score of 70% in the technical evaluation to be considered further in the evaluation process.**

Shortlisted bidders may be requested to attend interviews should there be any need for clarity.

Unsuccessful bidders will have the opportunity to query the award or decision within 21 days from the day of notification.

Bidders are to note that MINE HEALTH AND SAFETY COUNCIL does not bind itself to accept the lowest priced bid.

**FORMULA FOR SCORING TENDER PRICE**

The following formula will be used to calculate the points for price.

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

Where
**$P_s$ =** Points scored for comparative price of tender under consideration
**$P_t$ =** Comparative price of tender under consideration
**$P_{min}$ =** Comparative price of lowest acceptable tender

**X** = Points assigned to price

**POINTS AWARDED FOR SPECIFIC GOALS**

The points allocated to a tenderer will be in accordance with the **Preferential Procurement Regulations, 2022**.

**Notes:**

- "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act (Act No.53 of 2003).

- Tenderers must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating. Certificates issued by either verification agencies accredited by the South African Accreditation System (SANAS) or certified sworn affidavits are accepted. **Copies must bear an original certification stamp. Failure to submit a B-BBEE status level certificate or sworn affidavit will result in the bidder scoring 0 points for B-BBEE".**
- The submission of such certificates must comply with the requirements of instructions and guidelines issued by the National Treasury and be in

| | | |
|---|---|---|
| | | accordance with notices published by the Department of Trade and Industry in the Government Gazette.<br>• A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.<br>• A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.<br><br>**TOTAL PREFERENCE POINTS**<br>The total preference points for a tender are calculated with the formula<br>**$PP = P_s + P_{bee}$** where<br>**PP** is the total number of preference points scored by the tenderer<br>**$P_s$** is the points scored for the comparative price of the tenderer, and<br>**$P_{bee}$** is the number of points awarded to the tenderer based on his certified B-BBEE status level |
| **F.3.13.1** | **Tender offers** | **Tender offers will only be accepted if:**<br>a) The tenderer submits a copy of a Tax Compliance Status Pin Number. Bidders' tax matters will be verified.<br>b) The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.<br>c) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. This will be verified.<br>d) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.<br>e) The tenderer has not:<br>i) abused the Employer's Supply Chain Management System; or<br>ii) failed to perform on any previous contract and has been given a written notice to this effect.<br>f) The tenderer has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.<br>g) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer.<br>h) The Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.<br><br>**BIDDERS WILL BE DISQUALIFIED FOR:**<br>• **FAILURE TO HAVE THEIR TAX MATTERS IN ORDER WITH THE SOUTH AFRICAN REVENUE SERVICES.**<br>• **FAILURE TO COMPLETE AND SIGN THE OFFER PAGE.**<br>• **FAILURE TO COMPLETE AND SUBMIT A PRICED BILL OF QUANTITIES IN FULL.** |

| | | |
|---|---|---|
| | | • **FAILURE TO DULY COMPLETE THE RECORD OF ADDENDA (IF ANY) THAT MAY HAVE BEEN ISSUED WHERE SUCH ADDENDA HAS A MATERIAL EFFECT ON THE PRICING OF THE TENDER.**<br>• **FAILURE TO BE REGISTERED AND ACTIVE WITH CIDB ON THE RELEVANT GRADING.**<br>• **FAILURE TO ATTEND THE COMPULSORY BRIEFING SESSION.**<br>• **FAILURE TO BE REGISTERED WITH THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE.**<br>• **COMPLETING TENDER DOCUMENT IN PENCIL.** |
| **F.3.18** | **Number of Paper Copies** | The number of copies of the signed contract to be provided by the Employer may be 1 (one) paper copy. |

## PART T2: RETURNABLE DOCUMENTS

### T2.1 LIST OF RETURNABLE SCHEDULES AND DOCUMENTS

#### T2.1.1 Returnable Schedules

**Form A1:** Authority to sign Tender
**Form A2:** Record of Addenda to Tender Documents (if any)
**Form A3:** Proposed Amendments and Qualifications (if any)
**Form A4:** Certificate of Authority for Joint Venture and Joint Venture Agreement (if applicable)
**Form A5:** A copy of a valid Tax Compliance Status letter
**Form A6:** SBD1 Invitation to Bid
**Form A7:** SBD4 Bidder's disclosure
**Form A8:** SBD6.1 Preference points claim forms
**Form B1:** Proof of CIDB Grading
**Form B2:** A valid original or certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating or an EME must submit an affidavit.
**Form B3:** Proof of Previous Experience of a similar nature
**Form B4:** Schedule of Current Contracts
**Form B5:** Schedule of Proposed Key Personnel and detailed CVs of all key personnel
**Form B6:** Methodology and Preliminary Project Plan/ programme
**Form B7:** Preliminary Health and Safety Plan
**Form B8:** COIDA Letter of Good Standing
**Form B9:** Company years of experience
**Form B10:** Priced Bill of Quantities

#### T2.1.2 SCM Compliance returnable documents.

- **Form A6:** SBD1 Invitation to Bid
- **Form A7:** SBD4 Bidder's disclosure
- **Form A8:** SBD6.1 Preference points claim forms
- **Form B2:** A valid original or certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating or an EME must submit an affidavit.

**T2.1.3 Returnable Documents and Schedules that are mandatory.**

- **Form C1.1**: Form of Offer and Acceptance
- **Form A1:** Authority to sign Tender
- **Form A2:** Record of Addenda to Tender Documents (if any)
- **Form A3:** Proposed Amendments and Qualifications (if any)
- **Form A4:** Certificate of Authority for Joint Venture and Joint Venture Agreement (if applicable)
- **Form B1:** Proof of CIDB Grading
- **Form B10:** Priced Bill of Quantities

**T2.1.3 Returnable Documents and Schedules that are required for tender evaluation purposes.**

- **Form C1.1**: Form of Offer and Acceptance
- **Form A2:** Record of Addenda to Tender Documents (if applicable)
- **Form B1:** Proof of CIDB Grading
- **Form B2:** A valid originally or certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating or an EME must submit an affidavit.
- **Form B3:** Proof of Previous Experience of a similar nature
- **Form B5:** Schedule of Proposed Key Personnel and detailed CVs of all key personnel
- **Form B6:** Methodology and Preliminary Project Plan/ Programme
- **Form B7:** Preliminary Health and Safety Plan
- **Form B9:** Company years of experience
- **Form B10:** Fully completed Priced Bill of Quantities

**T2.1.4 The preferred bidder will be required to submit the following documents, for approval by the MINE HEALTH AND SAFETY COUNCIL and its agents, prior to contracting of the Tender:**

- Letters of intent for guarantees and insurances
- COIDA Letter of Good Standing

## T2.2 RETURNABLE SCHEDULES AND DOCUMENTS

The tenderer to complete and sign all returnable schedules with supporting documents.

..... .....

**SIGNATURE** **DATE**

*(of person authorised to sign on behalf of the Tenderer)*

## FORM A1: AUTHORITY TO SIGN TENDER

Notes to tenderer:

1. The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.

2. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:
   - authority for signatory,
   - undertaking to formally enter into a joint venture contract should an award be made to the joint venture,
   - name of designated lead member of the intended joint venture, as required by tender condition F.2.13.4.

..... .....

**SIGNATURE** **DATE**

*(of person authorised to sign on behalf of the Tenderer)*

## FORM A2: RECORD OF ADDENDA TO TENDER DOCUMENTS (IF ANY)

We confirm that the following communications received from the Client before the submission of this tender offer, amending the tender documents, have been considered in this tender offer:

| | DATE | TITLE OR DETAILS |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |

…….. …….....

**Signature** **Date**

## FORM A3: PROPOSED AMENDMENTS AND QUALIFICATIONS (IF ANY)

### Proposed amendments and qualifications

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

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

| PAGE | CLAUSE OR ITEM | PROPOSAL |
|---|---|---|
| | | |
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**SIGNATURE** **DATE**

*(of person authorised to sign on behalf of the Tenderer)*

## FORM A4: CERTIFICATE OF AUTHORITY FOR JOINT VENTURE (IF APPLICABLE)

This Returnable Schedule is to be completed by joint ventures.
We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms

....., authorised signatory of the company

....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

| NAME OF FIRM | PERCENTAGE PARTICIPATION | ADDRESS | DULY AUTHORISED SIGNATORY |
|---|---|---|---|
| Lead Partner | | | Signature: |
| | | | Name: |
| CIDB registration no: ..... | | | Designation: |
| Partner | | | Signature: |
| | | | Name: |
| CIDB registration no: ..... | | | Designation: |
| Partner | | | Signature: |
| | | | Name: |
| CIDB registration no: ..... | | | Designation: |

..... .....

**SIGNATURE** **DATE**

*(of person authorised to sign on behalf of the Tenderer)*

## FORM A5: A COPY OF A VALID TAX COMPLIANCE STATUS PIN

The tenderer shall include as an attachment to their submission a copy of a valid Tax Compliance Status Pin, which shall be obtained by the tenderer from the South African Revenue Service (SARS).

In the event of a joint venture each member shall comply with the above requirement.

..... .....

**SIGNATURE** **DATE**

*(of person authorised to sign on behalf of the Tenderer)*

**FORM A6: SBD 1**

## PART A
## INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MINE HEALTH AND SAFETY COUNCIL | | | | | |
|---|---|---|---|---|---|
| **BID NUMBER:** | **MHSC 027/2025-26** | **CLOSING DATE:** | **19 MARCH 2026** | **CLOSING TIME:** | **11:00am** |
| **DESCRIPTION** | **Supply and Installation of Acoustics, Glazing, Signage and Wallpaper for the renovation of the MHSC Offices** | | | | |
| **RFQ RESPONSE DOCUMENTS MAY BE SENT TO THE TENDER BOX AT THE BELOW ADDRESS** | | | | | |
| **Western Woods Office Complex** | | | | | |
| **145 Western Service Road, B7 Maple Place** | | | | | |
| **Woodmead, 2191** | | | | | |
| | | | | | |

| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** | | **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:** | |
|---|---|---|---|
| CONTACT PERSON | **SCM** | CONTACT PERSON | **SCM** |
| TELEPHONE NUMBER | | TELEPHONE NUMBER | |
| FACSIMILE NUMBER | | FACSIMILE NUMBER | |
| E-MAIL ADDRESS | tenders@mhsc.org.za. | E-MAIL ADDRESS | tenders@mhsc.org.za. |

| **SUPPLIER INFORMATION** | | | | | |
|---|---|---|---|---|---|
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | | NUMBER | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | | NUMBER | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | **OR** | CENTRAL SUPPLIER DATABASE No: | MAAA |
| **a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?** | ☐Yes ☐No [IF YES ENCLOSE PROOF] | | **b) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?** | | ☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] |

| **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS** |
|---|
| |

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

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

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

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

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

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

# PART B
# TERMS AND CONDITIONS FOR BIDDING

| 1. BID SUBMISSION: |
|---|
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.<br>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.**<br>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.<br>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.<br>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.<br>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.<br>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.<br>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.<br>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.<br>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: ……

**FORM A7: SBD 4**

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise, employed by the state? **YES/NO**

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

| **Full Name** | **Identity Number** | **Name of State institution** |
|---|---|---|
| | | |
| | | |
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| | | |

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

2.2.1 If so, furnish particulars:

……

……

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

2.3.1 If so, furnish particulars:

…….

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

…….

## 3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……
Signature Date

…… ……
Position Name of bidder

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

**FORM A8: SBD 6.1**

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

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

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

---

### 1. GENERAL CONDITIONS

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

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

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

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

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:

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

| GOALS | |
|---|---|

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 PREFERENCE POINT SYSTEMS

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

**80/20**

$$\boldsymbol{Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

**GENERATING PROCUREMENT**

### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points allocated (example) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|---|
| Black owned enterprises "*enterprises owned by black people".* Persons historically disadvantaged on the basis of race: | **Total Points: 10**<br>100% black ownership = 10<br>76% to 99% black ownership = 8<br>61% to 75% black ownership = 6<br>41% to 60% black ownership = 4<br>20% to 40% black ownership = 2<br>0 to 19% black ownership = 0 | For example, if the bidder's Black Ownership is between 61% and 75%, it will score/claim **6** points for 80/20 | |
| *Black women owned enterprises*<br>*"Enterprises owned by women"*<br>Persons historically disadvantaged on the basis of gender: | **Total Points: 5**<br>100% black women ownership = 5<br>76% to 99% black women ownership = 4<br>61% to 75% black women ownership = 3<br>41% to 60% black women ownership = 2<br>20% to 40% black women ownership = 1<br>0 to 19% black women ownership = 0 | For example, if the bidder is 61 to 75% owned by Women, it will score/claim **3** points for 80/20. | |
| *Enterprises owned by Youth* Persons historically disadvantaged on the basis of youth. | **Total Points: 5**<br>100% owned by youth = 5<br>76% to 99% owned by youth = 4<br>61% to 75% owned by youth = 3<br>41% to 60% owned by youth = 2<br>20% to 40% owned by youth = 1<br>0 to 19% owned by youth = 0 | For example, if the bidder is 61 to 75% owned by Women, it will score/claim **3** points for 80/20. | |
| **Total Points for Specific Goals** | **20.00** | | |

## 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:

ii) The information furnished is true and correct;

iii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iv) 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;

v) 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**: ……

……

……

**FORM B1: CIDB GRADING**

The tenderer shall include as an attachment to their submission the proof of CIDB grading.

In the event of a joint venture each member shall comply with the above requirement.

..... .....

**SIGNATURE** **DATE**

*(of person authorised to sign on behalf of the Tenderer)*

## FORM B2: B-BBEE CERTIFICATE

The tenderer shall include as an attachment to their submission a valid original or certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating, or certified sworn affidavits are accepted. Failure to submit a valid originally certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating, or certified sworn affidavits, will result in 0 points.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.

..... .....

**SIGNATURE** **DATE**

*(of person authorised to sign on behalf of the Tenderer)*

## FORM B3: PROOF OF PREVIOUS EXPERIENCE OF A SIMILAR NATURE

Note for Bidders:

The reference forms/ letters/completion certificate or a combination of these are required for the evaluation of the contract.

**Reference forms/letters/completion certificate or a combination of these that will be considered must meet the following three (3) criteria (1-3):**

1. The Reference Form B3.1 (an example of a reference form)/reference letter/completion certificate or a combination of these:
    a. is on the client letterhead or has a client stamp or client logo.
    b. is dated and signed by the client.
    c. describes the scope of works.
    d. has contactable client details.
    e. indicates that the work has been completed.
    f. indicates the contract value.
    g. indicates that the work was at minimum of an acceptable standard/ met the requirements.

2. Only projects completed in the past 7 years, with a minimum value of R1 million including VAT, will be considered for the previous experience of a similar nature. The information above must be included in the proof provided.

3. Examples of experience of a similar nature involves, but is not limited to projects where one or more of the following works were undertaken in a commercial/ office/ residential for construction projects:
    Internal refurbishments, interior fit-out, outfitting, Interior finishing, Interior installations, fit-out

A **maximum** of 5 references will be considered.

..... .....

**SIGNATURE** **DATE**

*(of person authorised to sign on behalf of the Tenderer)*

**FORM B3.1: EXAMPLE OF PROOF OF PREVIOUS EXPERIENCE OF A SIMILAR NATURE - CONTACTABLE REFERENCE – FORM TO BE COMPLETED BY THE CLIENT/ PRINCIPAL AGENT OR PROJECT MANAGER**

**Reference for**
(insert name of the bidder) : _____

**Name of Project** : _____

**Description of Scope of Works:**_____

**Contract Value**
(excluding VAT) : _____

**Contract Period**
(insert the start and end date) : _____

**Completion date**
(insert the start and end date) : _____

| | **ASSESSMENT** | | |
|---|---|---|---|
| | **Needs Improvement** | **Met Requirement** | **Exceeded Requirement** |
| **OVERALL QUALITY/PERFOMANCE RATING** | | | |

**Would you use the provider again? YES / NO**

Completed By : _____ Signature : _____

Company Name: _____

_____

Contact Details:_____

COMPANY STAMP/ COMPANY LETTERHEAD/CLIENT LOGO

**FORM B4: SCHEDULE OF CURRENT CONTRACTS (IF ANY)**

The Tenderer shall list below the contracts not yet completed. (In the event of insufficient space, attach supplementary documentation)

| **COMPANY** (Name & Tel No) | **LOCATION** | **NATURE OF WORK** | **VALUE OF WORK** | **EXPECTED DATE OF COMPLETION** |
|---|---|---|---|---|
| | | | | |
| | | | | |
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…….. …….....

**Signature** **Date**

*(of the person authorised to sign on behalf of the Tenderer)*

**FORM B5: PROPOSED KEY PERSONNEL**

The Tenderer shall list below the key personnel whom he proposes to employ on the contract should his offer be accepted, together with their qualifications, experience and positions held. (In the event of insufficient space, attach supplementary documentation)

**NOTE:** A detailed curriculum vitae of proposed candidates must be provided, clearly indicating qualifications and experience in the relevant field.

| LOCATION | DESIGNATION | NAME AND NATIONALITY OF PROPOSED CANDIDATE | SUMMARY OF QUALIFICATIONS & EXPERIENCE |
|---|---|---|---|
| **ON - SITE** | Project manager | | |
| | SACPCMP registered Construction Health and Safety Officer | | |

.

…….. …….....

**Signature** **Date**

(of the person authorised to sign on behalf of the Tenderer)

## FORM B6: METHODOLOGY AND PRELIMINARY PROJECT PLAN

The tenderer shall attach the methodology and preliminary project programme/ plan for the works to their submission, showing all major items with sufficient detail including activities and timelines that comply with the overall construction duration of 12 working weeks. The project plan should take into consideration that there will be multiple construction work on site (eg. Electrical, HVAC, drywall installations, ceiling and flooring work and that the work for this project might only be required towards the end to mid-way through the 12 weeks. **Contractors are allowed to work after hours.**

..... .....

**SIGNATURE** **DATE**

*(of person authorised to sign on behalf of the Tenderer)*

## FORM B7: PRELIMINARY HEALTH AND SAFETY PLAN

The tenderer shall attach the health and safety plan for the works to their submission.

..... .....

**SIGNATURE** **DATE**

*(of person authorised to sign on behalf of the Tenderer)*

## FORM B8: COIDA LETTER OF GOOD STANDING

The tenderer shall include their COIDA Letter of Good Standing (CLASS V – Building Construction etc.) as an attachment to their submission.

In the event of a joint venture, each member shall comply with the above requirement.

..... .....

**SIGNATURE** **DATE**

*(of person authorised to sign on behalf of the Tenderer)*

## FORM B9: COMPANY EXPERIENCE

The tenderer shall include, as an attachment to their submission, a company profile/ Company Portfolio clearly indicating the company experience in delivering Internal refurbishments, interior fit-out, outfitting, Interior finishing, Interior installations, fit-out projects. The number of years that bidders have provided the services must be stated explicitly.

..... .....

**SIGNATURE** **DATE**

*(of person authorised to sign on behalf of the Tenderer)*

**FORM B10: PRICED BILL OF QUANTITIES**

The PRICED BILL OF QUANTITIES included in the tender documentation must be completed by hand in pen (hard copy). The priced bill of quantities must include OHS Costs.

..... .....

**SIGNATURE** **DATE**

*(of person authorised to sign on behalf of the Tenderer)*

## PART C1: AGREEMENT AND CONTRACT DATA

### C1.1 Form of Offer and Acceptance

**Offer**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract
In respect of the following works:

**Supply and Installation of Acoustics, Glazing, Signage and Wallpaper for the Renovation of the MHSC Offices**
**BID No.: MHSC 027/2025-26**

The tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules and, by submitting this Offer, has accepted the Conditions of the Tender.

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 INCLUSIVE OF VALUE-ADDED TAX IS:

…….....……

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

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

| **TENDERER:** | **WITNESS:** |
|---|---|
| _____ | _____ |
| Signature | Signature |
| _____ | _____ |
| Name | Name |
| _____ | _____ |
| Capacity | Capacity |
| _____ | _____ |
| Date | Date |

**Name and address of organisation:**

_____

_____

**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 the following:

| | |
|---|---|
| Part C1 | Agreements and Contract Data, (which includes this Agreement) |
| Part C2 | Pricing Data |
| Part C3 | Scope of Work |
| Part C4 | Site Information |

and drawings and documents (or parts thereof), which may be incorporated by reference into the above-listed Parts 1 to 4 above.

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 Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

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 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.

| **EMPLOYER:** | **WITNESS:** |
|---|---|
| Signature | Signature |
| Name | Name |
| Capacity | Capacity |
| Date | Date |

Name and address of organisation:
Mine Health and Safety Council
Western Woods Office Complex, 145 Western Service Road, B7 Maple Place
Woodmead
2191

**Schedule of Deviations**

**Notes:**

1. The extent of deviations from the tender documents issued by the Employer before the tender closing date is limited to those permitted in terms of the Conditions of Tender,
2. A Tenderer's cover letter shall not be included in the final contract document. Should any matter in such letter which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here,
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract,

1 Subject .....
Details

.....
.....

2 Subject .....
Details .....

.....

3 Subject .....
Details

4 Subject .....
Details .....

.....

5 Subject .....

Details .....

.....

.....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

| **TENDERER:** | **EMPLOYER:** |
|---|---|
| _____ | _____ |
| Signature | Signature |
| _____ | _____ |
| Name | Name |
| _____ | _____ |
| Capacity | Capacity |
| Name and address of organisation: | Name and address of organisation: |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| **WITNESS:** | **WITNESS:** |
| _____ | _____ |
| Signature | Signature |
| _____ | _____ |
| Name | Name |
| _____ | _____ |
| Date | Date |

**CONFIRMATION OF RECEIPT**

The Tenderer, (now Contractor), identified in the Offer part of this Agreement, hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the _____(day) of_____(month)_____(year)

at_____(place)

| **CONTRACTOR:** | **WITNESS:** |
|---|---|
| _____ | _____ |
| Signature | Signature |
| _____ | _____ |
| Name | Name |
| _____ | _____ |
| Capacity | Capacity |
| _____ | _____ |
| Date | Date |

## C.1.2 CONTRACT DATA
## PART 1: DATA PROVIDED BY THE EMPLOYER
## CONDITIONS OF CONTRACT

The Conditions of Contract are the JBCC Principal Building Agreement (Edition 6.2, May 2018), published by the Joint Building Contracts Committee. Copies of these documents may be obtained from the Association of South African Quantity Surveyors (011 315 4140), the Master Builders Association (011 205 9000), the South African Association of Consulting Engineers (011 463 2022) or the South African Institute of Architects (011 486 0684).

Each data item given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

# A PROJECT INFORMATION

## A 1.0 Works [1.1]

| | |
|---|---|
| Project name | Supply and Installation of Acoustics, Glazing, Signage and Wallpaper for the Renovation of the MHSC Offices |
| Reference number | MHSC 027/2025-26 |
| Tender number | BID No.: MHSC 027/2025-26 |
| **Works** description | The Mine Health and Safety Council (MHSC) seeks to appoint a qualified service provider to Supply and Install Acoustics, Wallpaper, Glazing and Signage for the renovation of its new premises, in accordance with the specified layout and approved designs. |

## A 2.0 Site [1.1]

| | |
|---|---|
| Erf No / Stand number | 00000073 |
| Township / Suburb | Rivonia, Sandton, Johannesburg |
| Local authority | City of Johannesburg |
| **Site** address | Section 8, Tuscany Office Park, 2 Coombe Place, Rivonia, Sandton, 2128 |

# B CONTRACT INFORMATION

## B 1.0 Definitions [1.1]

| | |
|---|---|
| **Bills of quantities**: System/Method of measurement | Priced Bill of Quantities<br>Standard System of Measuring Building Work published and issued by the ASAQS, Seventh Edition (2015) |

## B 2.0 Law, regulations and notices [2.0]

| | |
|---|---|
| **Law** applicable to the **works**, state country [2.1] | South Africa |

## B 3.0 Offer and acceptance [3.0]

| | |
|---|---|
| Currency applicable to this **agreement** [3.2] | South African Rands |

## B 4.0 Documents [5.0]

| | |
|---|---|
| The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom | Principal Agent / Client (electronic copy) |
| Number of copies of construction information issued to the contractor at no cost [5.6] | Electronic copy |

| Documents comprising the **agreement** | Page numbers |
|---|---|
| The **JBCC**® Principal Building Agreement, Edition 6.2 May 2018 | 1 to 30 |
| The **JBCC**® Principal Building Agreement - Contract Data, Edition 6.2 May 2018 | 1 to 14 |
| The **JBCC**® General Preliminaries for use with the **JBCC**® Principal Building Agreement, Edition 6.2 May 2018 | 1 to 7 |
| Pricing Instructions and Priced Activity Schedule | |
| The Tender Document, including Health & Safety Specification | |
| General and Special Conditions of Tender | |
| Agreed Construction Program (baseline program) | |
| Drawings, Specifications and Scope of Works | |

| **Contract Drawings** – Description | Number | Revision | Date |
|---|---|---|---|
| Refer to the tender document. | | | |

## B 5.0 Employer's Agents [6.0]

| |
|---|
| Authority is delegated to the following **agents** to issue **contract instructions** and perform duties for specific<br>aspects of the **works** [6.2] |
| Appointed Principal Agent with approval from the Client |

| |
|---|
| **Principal agent's** and **agents**' interest or involvement in the **works** other than a professional interest [6.3] |
| N/A |

**B 6.0 Insurances** [10.0]

| Insurances by **employer** | | | Amount including **tax** | Deductible amount including **tax** |
|---|---|---|---|---|
| Contract works insurance: | | | | |
| | New **works** [10.1.1] (**contract sum** or amount) | | N/A | N/A |
| or | **Works** with **practical completion** in **sections** [10.2] (**contract sum** or amount) | | N/A | N/A |
| or | **Works** with alterations and additions [10.3] (reinstatement value of existing structures with or including new **works)** | | N/A | N/A |
| | **Direct contractors** [10.1.1; 10.2] where applicable, to be included in the contract works insurance | | N/A | N/A |
| | **Free issue** [10.1.1; 10.2] where applicable, to be included in the contract works insurance | | N/A | N/A |
| | Escalation, professional fees and reinstatement costs if not included above | | N/A | N/A |
| Total of the above contract works insurance amount | | | N/A | N/A |
| Supplementary insurance [10.1.2; 10.2] | | | N/A | N/A |
| Public liability insurance [10.1.3; 10.2] | | | N/A | N/A |
| Removal of lateral support insurance [10.1.4; 10.2] | | | N/A | N/A |
| Other insurances [10.1.5] | | | N/A | N/A |
| Yes/no? | No | If yes, description 1 | N/A | N/A |

**and/or**

| Insurances by **contractor** | | | Amount including **tax** | Deductible amount including **tax** |
|---|---|---|---|---|
| Contract works insurance: | | | For the sum of, Contract Sum plus 30% | R20 000.00 |
| | New **works** [10.1.1] (**contract sum** or amount) | | | |
| | **Direct contractors** [10.1.1; 10.2] where applicable, to be included in the contract works insurance | | | |
| | **Free issue** [10.1.1; 10.2] 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 [10.1.2; 10.2] | | | SASRIA | R10 000.00 |
| Public liability insurance [10.1.3; 10.2] | | | R10 000 000.00 | R10 000.00 |
| Removal of lateral support insurance [10.1.4; 10.2] | | | | |
| Other insurances [10.1.5] | | | | |
| Yes/no? | | If yes, description 1 | | |
| | | | | |

**B 6.0 Obligations of the employer [12.1]**

| | | | |
|---|---|---|---|
| Existing premises will be in use and occupied [12.1.2] | | Yes/no? | **YES** |
| If yes, description | All vehicle and pedestrian entrances will still be operational at all times.<br>It is an office park with a live environment.<br>Contractor to work in designated areas ONLY. | | |
| Restriction of working hours [12.1.2] | | Yes/no? | **NO** |

| | | | |
|---|---|---|---|
| If yes, description | | | |
| Natural features and known services to be preserved by the **contractor** [12.1.3] | | Yes/no? | **YES** |
| If yes, description | Building and office park entrances, along with all associated infrastructure, including connections to adjacent buildings, landscaping, finishes, and related elements. | | |
| Restrictions to the **site** or areas that the **contractor** may not occupy [12.1.4] | | Yes/no? | **YES** |
| If yes, description | NB! The Contractor is to work in designated areas ONLY.<br>It is an office park with a live environment.<br>The contractor is to work only in designated areas. | | |
| Supply of **free issue** [12.1.10] | | Yes/no? | **NO** |
| If yes, description | N/A | | |

**B 8.0 Nominated subcontractors [14.0]**

| | |
|---|---|
| Specialisation 1 | |
| Specialisation 2 | |
| Specialisation 3 | |

**B 9.0 Direct contractors [16.0]**

| | |
|---|---|
| Extent of work [12.1.11] | |
| Extent of work [12.1.11] | |
| Extent of work [12.1.11] | |

**B 10.0 Description of sections [20.1]**

| | |
|---|---|
| Section 1 | N/A |
| Section 2 | N/A |

**B 11.0 Possession of site [12.1.5], practical completion [19.0;20.0] and penalties [24.0]**

| | | | | |
|---|---|---|---|---|
| **Practical completion** for the **works** as a whole | Intended date of possession of the **site** [12.1.5] | Period for inspection by the **principal agent** [19.3] | Date for **practical Completion** [12.2.7; 24.1] | **Penalty** [24.1] |
| | Date | **working days** | Date | Penalty amount per **calendar day** |
| | The contract period for the completion and delivery of the works as a whole is 14 (Fourteen) Weeks (including builders' break, etc., if any) | | | R5'000.00 |

or where **sections** are applicable

| | | | | |
|---|---|---|---|---|
| **Practical completion** for the **works** as a whole | Intended date of possession of the **site** [12.1.5] | Period for inspection by the **principal agent** [19.3] | Date for **practical Completion** [12.2.7; 24.1] | **Penalty** [24.1] |
| | Date | **working days** | Date | Penalty amount per **calendar day** |
| Section 1 – | N/A | N/A | N/A | N/A |
| Section 2 – | N/A | N/A | N/A | N/A |
| Remainder of the **works** | N/A | N/A | N/A | N/A |
| Criteria to achieve **practical completion** not covered in the definition of **practical completion** | | | | |

| |
|---|
| Completion of all the work as intended and fit for use without any hindrance or defect, including connection, testing, commissioning of all services, etc., approved by the Principal Agent and Client<br>In addition, a complete set of all maintenance and operating manuals, together with all workmanship and material warranties, guarantees and all certificates of compliance in accordance with the requirements of this contract. |

**B 12.0 Payment [25.0]**

| | | |
|---|---|---|
| Date of month for issue of regular **payment certificates** [25.2] | to be advised/agreed at site handover | |
| Cost fluctuations [25.3.4; 26.9.5] | Yes/no? | No |
| If yes, method to calculate | N/A | |

**B 13.0 Dispute resolution [30.0]**

| | |
|---|---|
| Adjudication [30.6.1; 30.10]<br>Name of nominating body | To be agreed by the parties |
| Applicable rules for adjudication [30.6.2] | Determined by the Adjudicator |
| Arbitration [30.7.4; 30.10]<br>Name of nominating body | Association of Arbitrators (Southern Africa) |
| Applicable rules for Arbitration [30.7.5] | Determined by the Arbitrator |

**B 14.0 JBCC® General Preliminaries – selections**

| | | | | |
|---|---|---|---|---|
| Provisional bills of quantities [P2.2] | | Yes/no? | No | |
| Availability of construction information [P2.3] | | Yes/no? | Yes | |
| Previous work - dimensional accuracy - details of previous contract(s) [P3.1] | | Contractor to verify dimensional accuracy | | |
| Previous work - **defects** - details of previous contract(s) [P3.2] | | N/A | | |
| Inspection of adjoining properties - details [P3.3] | | Yes, the contractor must document (including photographs) before starting work on site. | | |
| Handover of **site** in stages - specific requirements [P4.1] | | N/A | | |
| Enclosure of the **works** - specific requirements [P4.2] | | Yes, 1.8m Safety net fencing for all works and site camp, maintained and removed upon completion | | |
| Water [P8.1] | By **employer** | Yes/no? | Yes | free of charge Contractor to Connect with a meter |
| Electricity [P8.2] | By **employer** | Yes/no? | Yes | free of charge Contractor to Connect with a meter |
| Ablution and welfare facilities [P8.3] | By **contractor** | Yes/no? | Yes | Contractor cost<br>As per regulations |
| Communication facilities - specific requirements [P8.4] | | Yes/no? | Yes | Contractor cost |
| | | Email and mobile communication of contractor's representative on and off-site. | | |
| Protection of the **works – s**pecific requirements [P11.1] | | All existing landscaping, services, finishes, etc., must not be disturbed and must be protected. | | |
| Protection/isolation of existing **works** and **works** occupied in **sections –** specific requirements [P11.2] | | Yes | | |
| Disturbance - specific requirements [P11.5] | | Disturbance of the adjacent building to be kept to a minimum during office hours | | |
| Environmental disturbance – specific requirements [P11.6] | | The site camp will be rehabilitated at completion at the contractor's cost | | |

**B 15.0 Changes made to JBCC® documentation**

| |
|---|
| Reference may be made to other documents forming part of this **agreement.** |
| Refer to "Amendments to JBCC" part of this document Part C.1.2.2 |

**C TENDER CLOSING**

| | | | | |
|---|---|---|---|---|
| Tender closing date | Refer to the tender document | Time | Refer to the tender document | |
| Tender submission address | Refer to the tender document | | | |
| Tender may be submitted by e-mail | yes/no? | No | E-mail | N/A |

# D TENDERER'S SELECTIONS

## D 1.0 Securities [11.0]

**Guarantee for construction:** Select Option ~~A~~ or B B

| | |
|---|---|
| ~~Option A~~ | ~~**Guarantee for construction** (variable) by **contractor** [11.1.1]~~ |

| | |
|---|---|
| Option B | **Guarantee for construction** (Fixed) by **contractor** [11.1.2] |

| | | |
|---|---|---|
| ~~**Guarantee for payment** by **employer** [11.5.1; 11.10]~~ | ~~Amount~~ | N/A |

| | | |
|---|---|---|
| ~~Advance payment, subject to a **guarantee for advance payment** [11.2.2; 11.3]~~ | Amount | N/A |

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

| | | | | |
|---|---|---|---|---|
| Year 1 **contractor**'s annual holiday period | start date | N/A | end date | N/A |

## D 3.0 Payment of preliminaries [25.0]

Selected Option A ~~or B~~ A

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

Where the total amount of **preliminaries** is not identified (in a lump sum contract) it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sums and any provision for contract price adjustment (cost fluctuation)

| | |
|---|---|
| Option A | Assessed by the **principal agent**, an amount prorated to the value of the **work**s executed in the same ratio as the amount of the **preliminaries** to the **contract sum** which **contact sum** shall exclude the amount of **preliminaries**.<br>Contingency sum(s) and any provision for contract price adjustment (cost fluctuations) shall be<br>excluded for the calculation of the aforesaid ratio |
| Option B | An amount agreed by the **principal agent** and the **contractor** in terms of the **bills of quantities** or the **priced document** to identify an initial establishment charge, a time-based charge and a final disestablishment charge.<br>Payment of the time-based charge shall be adjusted from time to time as may be necessary to<br>take into account the progress of the **works** |

## D 4.0 Adjustment of preliminaries [26.9.4]

Selected Option A ~~or B~~ A

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

The amount of **preliminaries** shall be adjusted to take account of the effect of changes in time and/or value 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**

For the adjustment of **preliminaries** both the **contract sum** and the **contract value** shall exclude the amount of **preliminaries**, contingency sum(s) and any provision for contract price adjustment (cost fluctuations) Where the total amount of **preliminaries** is not identified (in a lump sum contract) it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sums, and any provision for contract price adjustment (cost fluctuation)

| | |
|---|---|
| Option A | The **preliminaries** shall be adjusted in accordance with an allocation of **preliminaries** amounts to be provided by the **contractor** within fifteen (15) **working days** of the date of acceptance of the RFQ as follows:<br>- An amount which shall not be varied;<br>- An amount varied in proportion to the **contract value** as compared to the **contract sum**;<br>- 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** as compared to the number of **calendar days** in the initial **construction period**<br><br>Where the above-mentioned information is not provided the following allocation of **preliminaries** amounts shall apply:<br>- Ten per cent (10%) shall not be varied<br>- Fifteen per cent (15%) shall be varied in proportion to the **contract value** as compared to the **contract sum**<br>- Seventy-five per cent (75%) shall be 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** as compared to the number of **calendar days** in the initial **construction period**<br><br>Where completion in **sections** is required the **contractor** shall provide an apportionment of **preliminaries** per **section**. Should the **contractor** fail to provide the apportionment of **preliminaries** per **section** the categorised amounts shall be prorated to the cost of each **section** within the **contract sum** as determined by the **principal agent** |

| | |
|---|---|
| Option B | The **preliminaries** shall be adjusted in accordance with a detailed breakdown of **preliminaries** amounts for the **works** or of a **section** to be provided by the **contractor** within fifteen (15) **working days** of possession of the **site**. Such breakdown shall inter alia include administrative and supervisory staff charges and charges for the use of **construction equipment**, all in terms of the **programme**<br>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** as compared to the number of **calendar days** in the initial **construction period** taking into account the resources planned for the period of construction during which the delay occurred (not for the period added to the initial or extended date for **practical completion**)<br>Where the **contracto**r does not provide the detailed breakdown of **preliminaries** within the period stated, Option A shall apply |

## C.1.2.2 CONTRACT DATA
## PART 1: DATA PROVIDED BY THE EMPLOYER
## CONDITIONS OF CONTRACT

VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT
AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT
This document forms part of the JBCC contract document.

## AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

These amendments are to be read in association with the General Conditions of Contract**.**

| Clause | Details of Amendment | Clause Heading |
|---|---|---|
| 12.1.1 | Delete this clause and references to this clause throughout the **agreement**. | Obligations of the Parties |
| 17.1.2 | Delete this clause and references to this clause throughout the **agreement** and replace with the following:<br>“Alteration to design, standards or quantity of the works in compliance with clause 9.1.4*bis* | Contract Instructions |
| 17.1.13 | Delete this clause and references to this clause throughout the **agreement**. | Contract Instructions |
| 25.10 | Delete the following words and numbers from Clause 25.10:<br>“Fourteen (14) calendar days”<br>And replace with the following: “twenty-one (21) calendar days” | Payment |

## SPECIFIC CONDITIONS OF CONTRACT

### C1.2.3 SPECIFIC CONDITIONS OF CONTRACT

These Specific Conditions of Contract are to be read in association with the General Conditions of Contract.

| Clause | Details | Clause Heading |
|---|---|---|
| **C1** | The Contractor acknowledges that the principal objective of his appointment is his expert knowledge in the execution of the scope of work of this Contract. The Contractor shall therefore be solely responsible for all aspects of the construction of the Works, including but not limited to management, resourcing, programming, coordination, etc., all as required for the type of project described within the time limits and quality standard specified.<br>The Employer, Principal Agent and the other Consultants are in no way responsible for any act or omission on the part of the Contractor which may result in any patent or latent defects in materials or workmanship, breach or neglect of any Local Authority Regulations.<br>The Contractor remains at all times responsible for any such neglect, deviation or wrong act, whether the same be discovered before or after the Final Certificate, or any other Certificate is approved.<br>The Contractor shall also comply with all legal and labour regulations. | Contractor To Be Responsible |
| **C2** | Warranties shall be sought by the Principal Agent from all nominated or selected firms carrying out work or supplying goods.<br>All warranties and guarantees issued by Subcontractors shall be underwritten by the Contractor.<br>The Contractor shall obtain and hand over to the Principal Agent at practical completion all relevant guarantees and maintenance instructions provided by manufacturers, suppliers or subcontractors suitably filed together.<br>Warranties for materials and workmanship<br>Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or executing the work and shall deliver same to the principal agent on final completion of the contract<br>The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of practical completion and that any defects that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written notice to do so<br>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 | Warranties |
| **C3** | Indemnities shall be sought by the Principal Agent from all Contractors undertaking any design responsibility. | Indemnities |
| **C4** | Pursuant to Clause 22 the Employer and his Tenants shall have the right to employ other Contractors (hereinafter referred to as "Direct Contractors") to execute any special or other works or installation whether contained in this Contract or not, concurrently with the work being executed under this Contract. | Work or Installations By Direct Contractors |

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| | The Contractor shall not be entitled to any percentage, profit or discount on the value of any work executed by "Direct Contractors" other than attendance on specific items as specified elsewhere in these Bills of Quantities but shall nevertheless allow these Direct Contractors and the Employer's Tenants and employees to have access to the Works, allocate reasonable space in the building for the storage of their materials, tools and equipment, and relate the work of such Direct Contractors to the Contract Programme as necessary, all to the satisfaction of the Principal Agent. The Contractor shall also allow the Direct Contractors, etc., to use, free of charge, the latrine accommodation and water and power supply on the Site and shall not in any way hinder or prevent the execution of their work. | |
| **C5** | The Contractor shall be required to ensure that, at the end of the project, copies of the architectural layout, HVAC, Electrical, plumbing, drainage and fire services reticulation layouts showing the final position of the design elements, main pipe runs, the positions of stopcocks and all other salient information are submitted to the Principal Agent.<br>All such drawings (as built) are to be lodged prior to the issue of the certificate of work completion. | As-Built Drawings |
| **C6** | The Contractor shall not use the site for any purpose other than carrying out the Works. | Use of Site |
| **C7** | Interpretation Of Drawings, Specifications and Activity Schedule<br>Should any part or parts of the Drawings, Specifications or Activity Schedule not be clearly legible to the Contractor, or the material or articles to be used in the execution of the Works be considered insufficiently described or the manner in which the work is to be carried out not be clear, the Contractor must obtain from the Principal Agent the necessary information to clarify such Drawings, Specification, Activity Schedule or instructions which request shall be in writing.<br>The Contractor shall be held solely responsible for and shall, at his own expense, rectify any errors arising out of incorrect interpretation of the Drawings, Specifications, Activity Schedule or instructions. | Interpretation Of Drawings, Specifications and Activity Schedule |
| **C8** | All drawings and documents relating to the portion of the designs for which the Contractor is responsible are to be considered the sole property of the Employer and are to be handed over to the Employer on completion and final payment of the Works. All drawings must be properly cared for, protected and kept in good condition. | Ownership and Care of Drawings and Documents |
| **C9** | Upon receipt of detailed drawings for any work, the Contractor shall, before putting that work in hand, ascertain that the dimensions given on the detailed drawings correspond with the dimensions of any work already built and which governs the sizes of any work for which details are now issued.<br>In the event of the detail drawings not agreeing with the works already built, the discrepancy shall be brought to the Principal Agent's attention timeously and the detail drawings shall be returned at once for alterations. | Checking of Drawings and Specifications |
| **C10** | All dimensions will be figured on the drawings or may be calculated from figured dimensions and are always to be followed. No dimensions shall be obtained by scaling | Scale of Dimensions |
| **C11** | Instructions issued on Site shall be recorded in a Contract instruction book supplied by the Contractor. Only site instructions issued in such book shall be recognised.<br>Site instructions to the Contractor and various Sub-contractors may be issued only by the Principal Agent and shall be issued via the Contractor | Contract Instructions |

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| **C12** | During the course of the building operations, the Contractor shall be held entirely responsible for any encroachment onto any adjoining properties or servitudes as a result of his default, and the cost of any remedial measures arising there, as required by the Principal Agent, shall be borne by the Contractor. | Encroachment by Contractor |
| **C13** | The Contractor shall account for and hand over to the Employer all keys, properly labelled with an itemised schedule to be signed by the Employer as receipt. | Security at Completion |
| **C14** | The Contractor shall remove from the site all materials condemned by the Principal Agent, whether incorporated in the Works or not. He shall replace and re-execute such work in accordance with the Contract and without expense to the Employer.<br>The Contractor shall also bear the expense (including Professional Fees) of making good all other work destroyed or damaged by such removal or replacement. | Condemned Work |
| **C15** | The Contractor shall provide to the Principal Agent, at intervals to be agreed to by the Principal Agent, a written daily record, in schedule form, showing the number and descriptions of local labour force currently employed on the Works, including those employed on subcontracts. | Labour Record |
| **C16** | The Contractor shall provide to the Principal Agent, at intervals to be agreed to by the Principal Agent, a written daily record, in schedule form, showing the number, type and capacity of all plant, excluding hand tools, currently employed on the Works. | Plant Record |
| **C17** | All costs incurred by the Contractor in the preparation of claims to the satisfaction of the Principal Agent and/or Quantity Surveyor shall be borne by the Contractor. | Costs of Claims |
| **C18** | A declaration of insurance shall be sought by the Principal Agent from the party responsible for affecting the applicable insurance cover. | Declaration of Insurance |
| **C19** | The Contractor warrants that he shall give all notices and shall observe all the terms and conditions and requirements of all insurances applicable to this Contract.<br>Where the Contractor is responsible for the appointment of subcontractors then the Contractor shall:<br>1. Ensure that potential and appointed subcontractors are aware of the whole content of Clauses 10.0, 11.1 and 12.1.<br>2. Enforce the compliance of subcontractors with these Clauses where applicable. | Insurances |
| **C20** | The amounts allowed by the Contractor against the respective attendance items will vary only in the following circumstances:<br>1. Where the actual subcontract amount, less any adjustments in terms of the Contract Price Adjustment Provisions, varies in excess of 15% of the Provisional Sum allowed, then the attendance amount will be varied pro-rata to the subcontract final amount less any adjustments in terms of Contract Price Adjustment Provisions.<br>2. Where the scope of the subcontract works increases or decreases, then the attendance amount allowed will be increased or decreased pro-rata to the cost of the variation in the scope of the subcontract works only.<br>3. No adjustment in the attendance amount will be made where the specification increases/decreases the subcontract amount. | Adjustment of Attendance |
| **C21** | The Contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the Works. The Contractor | Overloading By the Contractor |

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| | shall submit details of his proposed loading, storage, plant erection, etc., to the Principal Agents for their approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the Engineer's requirements in connection with the provision of temporary support work, etc. | or Subcontractor |
| **C22** | Quality inspections will be carried out timeously prior to handover to ensure quality at an earliest stage. The Contractor is to provide a designated snagging team to do remedial work. | Quality |
| **C23** | No claims for clearing or carting away any earth, rubbish or superfluous materials, including that of any Subcontractor, shall be accepted.<br>All such materials must be cleared regularly at the end of each shift and in addition as and when directed by the Principal Agent. All electrical wiring must be protected from dust and water.<br>Should the Contractor fail to carry out any or all of the above the Principal Agent will arrange for such clearing and cleaning as is necessary to be carried out by others and recover the cost as debits against Certificate Payments. | Cleaning |
| **C24** | The Contractor takes full responsibility of managing all appointed sub-contractors. The Contractor must also include any overhead costs for these appointed sub-contractors. | Subcontracting |
| **C25** | Wherever a trade name for any product has been described in the Activity Schedule / lump sum document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders.<br>If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for | Trade Names |
| **C26** | Temporary protection, as per Engineers requirements of existing, roads, fencing, entrances, water, sewer, stormwater, telephone, electrical, etc. services to be affected by the works | Temporary Protection |
| **C27** | 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 | Propping of floors below |
| **C28** | The contractor shall take delivery of, handle, store, use apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instruction after consultation with the manufacturer's authorised representative | Proprietary Branded Products |
| **C29** | 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 | Overtime |
| **C30** | 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 | Cooperation of the contractor for cost management |
| **C31** | All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall | Media releases |

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| | 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 | |
| **C32** | 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]<br><br>The contractor shall:<br>1. Comply with the health and safety specification for the works<br>2. Prepare and agree with the health and safety consultant the health and safety plan for the works<br>3. Cooperate with the health and safety consultant in all respects<br>4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification<br><br>Conform to the conditions contained in the employer's health and safety specification | Health and safety |
| **C33** | Contractor to provide a traffic management plan Including barriers, temporary signage, flagman, traffic management plan, temporary road markings, etc. at the contractors costs | Accommodation of traffic for construction works |
| **C34** | Where in the opinion of the Principal Agent any extra work cannot properly be measured or valued, the Contractor will be allowed daywork prices therefore calculated upon the costs defined hereunder together with the stated percentages. The total thus arrived at shall be the total amount recoverable by the Contractor for performing such work.<br>1. The costs to the Contractor or sub-contractor of materials, being the net cost (at current market prices) actually paid for such materials after the deduction of cash discounts or if materials are supplied from the Contractor's or sub-contractor's stock then the cost of such materials shall be based upon the current market price plus the cost of delivery to Site; to which net cost 10% thereof shall be added.<br>2. The cost of labour to the Contractor or sub-contractor, being all items of direct cost of labour actually remunerated to the workmen concerned which shall include the cost of all allowances in terms of the industrial Conciliation Act (where applicable) or any other wage determination applying in the area where the daywork is executed: to which labour cost 10% shall be added. Hourly base rates for labour shall be the current market rates for labour based upon standard working hours and shall be applied in respect of the time spent by workers directly engaged on the particular day works including any operator's mechanical plant and transport and erecting and dismantling other plant. If a claim is made that individual workmen have been paid wages and allowances in excess of the minimum legalised rates, then proof must be furnished that such workmen had been so paid prior to the commencement of the daywork referred to. | Dayworks |
| **C35** | The Contractor must compile and implement a comprehensive project-specific Waste Management Plan (WMP).<br>Waste Management Plan must describe how all generated waste is monitored, which types of waste will be collected for recycling or for reuse, how recycling will occur, and who is responsible for the various aspects of the plan. The Contractor must retain all waste records and issues reports | Waste Management Plan (WMP) |

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| | to the building owner. The Contractor is required to recycle or reuse all demolition and construction waste, excluding any waste that is not normally sent to landfill such as soil (from land clearing and excavation activities), land clearing debris, and waste that legally must be withheld from general construction waste (i.e. asbestos) The waste management plan should include instructions to crew and sub-contractors on recycling and reuse procedure. The waste management plan is to be developed prior to construction start, and is to be implemented for the entire construction duration. | |
| **C36** | The construction period is very stringent. All relevant legislatures must be complied with in terms of the hours worked for the day, week and month.<br><br>All demolition, stripping of existing finishes, noisy work must be programmed.<br><br>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 | Hours of Work |
| **C37** | The contractor must seek permission from the employer to work after hours and on weekends. After hours are from 6pm to 6am on weekdays and Saturdays and Sundays. | After Hours Work |
| **C38** | The Contractor's labour must be restricted to the immediate working areas or specified access thereto. Any workman found in any other part of the estate may be immediately removed from the premises by the management.<br>The Contractor shall always strictly exclude all unauthorised persons from the Works and the Site and shall set up notice boards to that effect. | Site Security |
| **C39** | All work shall be executed in strict accordance with the Architect's specifications and detailed drawings. The Contractor shall refer to all relevant architectural details, notes, and written instructions issued or approved by the Architect for full intent and requirements.<br>All drawings and specifications are to be read and interpreted together, and any discrepancies or uncertainties must be clarified with the Architect prior to proceeding.<br>The Contractor shall verify all dimensions, levels, and site conditions on site prior to the commencement of fabrication, manufacture, or installation of any work. No claims arising from failure to do so will be entertained | Coordination with Architectural Information and Site Verification |
| **C40** | The Contractor shall be obliged to timeously do everything necessary and to provide all information required by the Principal Agent to verify the final account submitted to by the Contractor for the final completed Works. The Contractor shall be obliged, within 15 days after receipt of the Quantity Surveyor's, to signify in writing his acceptance of same or to advance any claims he may have in respect thereof for the consideration of the Quantity Surveyor.<br><br>The Contractor agrees that should he fail to dispute the final account recommended by the Principal Agent within 15 days after receipt of same, the Contractor will be deemed to have accepted the final account in its entirety. Dispute shall be deemed to mean the submission by the Contractor in writing to the Principal Agent of reasons valid, in the opinion of the Principal Agent, for not accepting the final account. | Final Account |
| **C41** | 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 | Confidentiality |

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| | not be used in any way except in connection with the execution of the works<br>No information regarding this project shall be published or disclosed without the prior written consent of the employer | |
| **C42** | The Contractor shall provide the following to the Employer's Agent for retention by the Employer or his assignee in respect of all works designed by the Contractor:<br>1. A Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.<br>2. Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).<br>3. Design calculations should the Employer's Agent request a copy thereof.<br>4. Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto.<br>5. "As-Built" drawings in DXF electronic format after completion of the Works.<br>The Contractor shall be responsible for the design of the Temporary Works | Contractor's liability for own design errors |
| **C43** | There is no guarantee given or implied that the Contractor will be permitted to utilise any or all of the plant he proposes to use in the construction of the Works. | Plant & Equipment |

### C.1.3 Project Baseline Risk Assessment

REFER to **ANNEXURE 1** for the Project Baseline Risk Assessment

### C1.4 Site Specific Health and Safety Specifications

REFER to **ANNEXURE 2** for the Site Specific Health and Safety Specifications

# Part C2: PRICING DATA

## C2.1 Pricing Instructions

### 1. Measuring System

1.1) The Bills of Quantities have been prepared in accordance with the **Standard System of Measuring Building Work** (Seventh Edition, 2015), as issued by the Association of South African Quantity Surveyors (ASAQS).

1.2) All quantities are provisional and subject to re-measurement upon completion of the works.

1.3) Contractors shall not use the stated quantities for material ordering or procurement without prior confirmation. Any discrepancies between the Bills of Quantities and the construction drawings must be immediately reported to the Quantity Surveyor.

1.4) Definitions of key terms, such as "Unit," "Quantity," "Rate," "Amount," and "Sum," align with the Standardised Specifications and the relevant project documentation.

1.5) Short descriptions of payment items are indicative only; full scope details are provided in the drawings and specifications.

### 2. General Pricing Notes

2.1) For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications

Quantity: The number of units of work for each item

Rate: The payment per unit of work at each which the Tenderer tenders to do

the work Amount: The quantity of an item multiplied by the tendered rate of the

(same) item

Sum: An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

2.2) All units of measurements are in metric units with standard abbreviations used (e.g., mm, m², m³, t).

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|---|---|---|
| mm | = | Millimetre |
| m | = | Metre |
| km | = | Kilometre |
| m² | = | square metre |
| ha | = | Hectare |
| m³ | = | cubic metre |
| m³-km | = | cubic metre-kilometre |
| No. | = | Number |
| Sum | = | lump Sum |
| l | = | Litre |
| kW | = | Kilowatt |
| kN | = | Kilonewton |
| kg | = | Kilogram |
| kPa | = | Kilopascal |
| t | = | tonne (1000kg) |
| % | = | Percent |
| MN | = | Meganewton |
| MN-m | = | meganewton-metre |
| MPa | = | Megapascal |
| PC Sum | = | Prime Cost Sum (Cost of material supplied excluding vat, profit and labour, but including transport and delivery costs) |
| Prov Sum | = | Provisional Sum |
| CAND | = | Number of candidates |
| Month | = | Month |
| MEET | = | Number of meetings |

2.3) The short descriptions of the items of payment given in the bill of quantities are only for the purposes of identifying the items. Detail regarding the extent of the work entailed under each item is provided in the Scope and the drawings.

2.4) Unless otherwise stated, items are measured net in accordance with the drawings and no allowance is made for waste.

2.5) The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out. Rates and prices must be comprehensive and inclusive of all obligations under the contract, such as overheads, profit, general risks, and liabilities.

2.6) A price or rate is to be inserted against each item, whether the quantities are stated or not. An item against which no price is entered will be considered to be included in other rates.

2.7) Except where rates only are required, insert all amounts to be included in the total tendered price in the “amount” column and show the corresponding total tendered price.

2.8) Prices should assume compliance with all relevant Acts, Ordinances, Regulations, By Laws, and Standards effective 28 days prior to the tender closing date. (Refer to www.stanza.org.za or www.iso.org for information on standards).

2.9) The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The Bills of Quantities is not a substitute for construction documents for procurement purposes. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk. Contractors are advised to verify all quantities and ensure their adequacy for execution planning.

2.10) The quantities of work as measured and accepted and certified for payment in accordance with the conditions of contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by difference between the quantities in the Bill of Quantities and the quantities certified for payment. The Ordering of materials is not to be based on the Bill of Quantities, but only on information issued for construction purposes.

2.11) All rates and sums are net of VAT, which will be calculated and included in the final summary. The Contractor must ensure compliance with all taxation laws relevant to the project.

2.12) This is a **Fixed Rate Contract with re-measurable quantities** and no escalation will be permitted

2.13) The Contractor is responsible for ensuring that rates are reasonable, as these may serve as the basis for valuing variations or additional work.

## 3. Structure of Bills of Quantities

The Bills of Quantities are divided into the following

Sections No. 1: Preliminaries

- Section A: Principal Building Agreement
- Section B: JBCC Preliminaries
- Section C: Special Preliminaries
- Section D: OHS Requirements

Section No. 2: Acoustics, Wallpaper, Glazing and Signage

- Bill No. 1: Acoustic finishes
- Bill No. 2: Wallpaper finishes
- Bill No. 3: Signage
- Bill No. 4: Provisional Sums

FINAL SUMMARY **-TO BE CARRIED TO FORM OF TENDER/OFFER & ACCEPTANCE**

## 4. Details of the Agreement

4.1) The agreement is based on the **JBCC** Principal Building Agreement (Edition 6.2 - May 2018). The additions, deletions and alterations to the JBCC Principal Building Agreement are stated in the contract Data.

4.2) The ASAQS Preliminaries published by the Association of South African Quantity Surveyors, August 2010, are forming part of the overall Preliminaries Bill of Quantities and the preliminaries specific variables are stated within the Preliminaries Bills of Quantities.

4.3) Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

## 5. General Preambles for Trades (2017)

5.1) Tenderers are referred to the "Model Preambles for Trades" (Latest Edition) issued by the Association of South African Quantity Surveyors (ASAQS) shall be deemed to be incorporated herein. Any supplementary preambles shall have precedence and in all cases of variance between Bill descriptions and the General or Supplementary Preambles the Bill descriptions shall prevail.

The Tenderer must study the General Preambles and the Supplementary Preambles to all Trades before pricing this document and the tender sum shall cover all costs and charges that may be considered necessary by the tenderer for the carrying out and observance of the provisions of the General Preambles and the Supplementary Preambles to all Trades.

5.2) Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the "General Preambles for Trades 2017".

## 6. Drawings and Scope of Work

6.1) The drawings referenced in the Scope of Work for these Bills of Quantities are included in the tender documentation.

6.2) It is the Tenderer's responsibility to ensure their tender aligns with the Scope of Work and all referenced drawings.

6.3) The Tenderer must note that this is a fixed rate contract, and that the Tenderer is not entitled to adjust the rates/prices for escalation.

## 7. Tender Submission and Compliance

7.1) The Tenderer is deemed to have inspected the site and understood the conditions affecting the execution of works.

7.2) Submission of the tender indicates full acceptance of these Pricing Instructions and the associated contract documents.

## 8. Additional Instructions

8.1) The Tenderer must not change any of the quantities on the Bill of Quantities

8.2) Any ambiguities or contradictions in the Bills of Quantities must be brought to the attention of the MHSC before tender submission.

8.3) Prime Cost (PC) Sums and Provisional Sums included must be verified with the MHSC for approval before commencement of the respective works.

8.4) Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted, subject to the MHSC approval.

## C2.2 Notes to Tenderer – Bill of Quantities

1 These Bills of Quantities contain pages numbered consecutively in each Bill. Before the Tenderer submits his tender he should check the number of pages, and if any are found missing or duplicated, or the Bills of Quantities contain any obvious errors, he should apply to the MHSC at once and have same rectified, as no liability whatso- ever will be admitted by the MHSC in respect of errors in tender due to the foregoing.

2 The Bills of Quantities form part of and must be read in conjunction with the Specification which document contains the full descriptions of the work to be done and material and equipment to be used and unless otherwise described in the Bills of Quantities, reference should be made to the Specification for the full meaning of descriptions of work to be done and materials and equipment to be used in this service.

3 Tenders shall be submitted for initial consideration on the declaration of the total value of the sectional Bills. The Bills priced in detail must be made available within 7 days upon request after the closing date of tenders.

4 The total tender price in the tender form shall constitute the contract price of the successful Tenderer. Tenderers are advised to check their item extensions and total additions, as no claim for arithmetical errors will be considered

5 No alteration, erasure or addition is to be made in the text of the Bills of Quantities. Should any alteration, erasure or addition be made, it will not be recognised but the original wording of the Bills of Quantities will be adhered to.

6 The Priced Bills of Quantities of the successful Tenderer will be checked and the Employer reserves the right to call for adjustments to any individual price and to rectify any discrepancy whilst the total tender price, as submitted, remains unaltered.

7 The responsibility for the accuracy of the quantities written into the Bills remains with the person who prepared the Bills. The Tenderer shall be relieved of responsibility of measuring quantities at the tender stage, and the tender sum submitted shall be in respect of the quantities set out in the Bills, although he will be required to make his assessment of items such as brackets, fixings, etc, from details stated in the Bills and shall include in the item prices for such small installation materials as are required for the complete installation in accordance with the Specification.

8 The successful Tenderer and the Employer or his Agent may agree that the total of any Bill or Bills, including any variations by way of additions thereto or deductions therefrom, represents a fair and accurate quantification of the items set out in the Bills and the parties may agree final payment on that basis. In the event of any dispute as to the quantities, then the disputed item or items shall be adjusted where necessary.

9 The quantities in these Bills of Quantities are provisional and subject to re-measurement and not to be used for ordering materials.

10 Variations in the scope and extent of the work included in the Bills shall be allowed to meet the Employer's requirements and shall be measured and costed at rates entered in the Bills, where appropriate, and shall form an addition to or deduction from the total of the Bills.

11 Any items or variation for which rates have not been included in the Bills shall be agreed and priced as non-scheduled items in accordance with Section 32.0 of the JBCC Contract Series 2004.

12 The rules governing the extent and costing of the variation where applicable shall apply as stated in the JBCC Contract Series 2004, in alignment with the employer supply chain management policy.

13 Note: Amendment to Clause 32.6 of Section 32.0 : In addition Contractors shall submit to the Employer within 14 days, details of expenses incurred as a result of a written site instruction or construction drawing revision.

14 The tenderer is advised that any expenses incurred as a result of any verbal instruction not confirmed in writing or subsequent drawing revision issued for Construction shall be at the Contractors risk. All claims in this respect shall be nil and void.

15 Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in unit price.

16 The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, costs unloading, storing, unpacking, hoisting, scaffolding, setting, fitting and all necessary materials and equipment for fixing in position, cutting and waste, patterns, models and templets, plant, temporary works, return of packings, establishment charges, profit and all other obligations arising out of the conditions of contract.

17 Tenderers shall make allowance for extra over supports and fixings of all cable trays, ladder racks and all wireways and include all cost in the rates quoted. Tenderers may submit an additional set of rates for extra over height allowance in the form as an addendum to the Bill of Quantities. An estimate of the quantities for extra over supports shall be tendered and priced accordingly. The sum total of which will be included in the Tenderers price.

18 "All measurements are nett, unless otherwise stated, and Contractors must allow in the rate for wastage"

19 Where a schedule for quantities and point rates is included they shall form part of the tender price, but Tenderers shall note that this item must be regarded as provisional and any work undertaken in accordance with the said rates is subject to a written instruction by the Engineer to this effect. All work priced on a “point rate” shall be claimed on a separate schedule.

20 "Contractors shall price the Preliminary & General under all of the three groups, viz :"

20.1 "A fixed amount. An amount varied in proportion to the final contract value as compared to the tender price."

20.2 "An amount varied in proportion to the final contract period as compared to the originally specified contract period"

20.3 "An amount varied in proportion to the final contract value as compared to the originally submitted contract value"

21 "The allocation of prices to the three categories listed above must be realistic and the Tenderer may be required to justify the allocation of the prices."

22 All claims for Preliminary and General shall be made in proportion to the above three categories and authorised by the Engineer

23 Prime Cost (PC) Sums: The Contractor shall take delivery of, unpack, clean, assemble, store, protect and install all PC items as directed by the Engineer and he shall be responsible for all such items until the sub-contract works is completed and handed over. Tenderers shall make due allowance for this in their tender price.

24 The Employer will call for separate pricing of the PC Sums detailed within the provisional bills of quantities and the successful Specialist supplier/manufacturer will be appointed as a nominated supplier by the Contractor. The Contractor shall allow for purchasing and attending to the timeous delivery, loading and off-loading and storage on site of PC Sum items.

25 Note that the PC Sum amounts as provided in the provisional bills of quantities document exclude Tenderer's discount and are therefore nett. Tenderers are to indicate at tender submission stage any profit and mark-up (if required) on the PC Sum amounts. Should a profit mark-up not be indicated it will be assumed to be nil.

26 Provisional Sums: All Provisional Sums shall only be expended as directed in writing, by the Engineer and any balance remaining shall be deducted from the amount of the contract sum.

27 All Provisional Sums shall be deemed to include for the supply and installation of specialist equipment or expertise by others. Only the material nett cost shall be subject to a percentage markup. All labour and travelling cost invoiced by the Specialist manufacturer/supplier will be as quoted and are nett.

28 It shall be a specific condition of tender that the tenderer shall affect payment in full of any invoice submitted by the Specialist manufacture/supplier and subsequently approved by the Engineer. Payment shall be made in accordance with the Specialist manufacturer/suppliers quoted terms of payment, subject to:

28.1 No retention may be deducted from any invoice, unless this has been qualified/accepted beforehand in writing by the engineer.

28.2 All materials have been accepted and signed for by the tenderer and that all are in good order and condition and comply with the specification(s).

28.3 Should the Contractor fail to affect payment on due date (subject to a written request for direct payment and presentation of the invoice due from the Specialist manufacturer/supplier) the Employer shall arrange at their discretion for direct payment to the Specialist manufacturer/supplier the value of which shall be deducted from the Contractors current interim claim assessment.

28.4 "The Contractor shall forfeit his markup on the total value of the invoices in question where direct payment is made on his behalf."

29 All items described as "Provisional" shall be measured as executed and paid for according to prices in the Bills of Quantities and any unexpended amounts shall be deducted from the amount of the contract sum. No work for which "Provisional" items are provided shall be commenced without written instructions from the Employer.

30 All claims for expenses incurred for Provisional Sums shall be supported with certified delivery notes and invoices from the Specialist manufacturer/supplier.

31 Within 21 days of receiving engineering drawings the Contractor shall agree with the Consulting Engineer all quantities. Thereafter any variations to engineering drawings will be based on the prices in the Bills of Quantities.

32 "No claims for daywork labour rates will be accepted on this contract."

### C2.3 Priced Bill of Quantities

REFER to **ANNEXURE 3** for the Bill of Quantities that includes the following bills:

- Section 1 – Preliminaries:
  - Section A: Principal Building Agreement
  - Section B: JBCC Preliminaries
  - Section C: Special Preliminaries
  - Section D: OHS Requirements

- Section 2 - Acoustics, Wallpaper, Glazing and Signage
  - Bill No. 1: Acoustic finishes
  - Bill No. 2: Wallpaper finishes
  - Bill No. 3: Signage
  - Bill No. 4: Provisional Sums

**C3: Scope of Work**

MHSC

# SUPPLY AND INSTALLATION OF ACOUSTICS, GLAZING, SIGNAGE AND WALLPAPER FOR THE RENOVATION OF THE MHSC OFFICES

## SCOPE OF WORK

### 1. EMPLOYER'S OBJECTIVES

**SUPPLY AND INSTALLATION OF ACOUSTICS, WALLPAPER, GLAZING AND SIGNAGE**

The Mine Health and Safety Council (MHSC) intends to appoint a suitably qualified and experienced service provider to carry out **internal** fit-out/ Internal refurbishments/ outfitting/ Interior finishing/ Interior installations/ fit-out for offices of acoustics, wallpaper, glazing and signage at its new premises located at 2 Coombe Place, Rivonia, Sandton, 2128.

From inception to completion, the contractor will ensure that all aspects of the solutions align with the specified layout, design and finishes as outlined in the mechanical drawings, annexures and related documentation.

**Adherence to Design and Specification Standards**

The project must strictly adhere to the architectural designs, layout plans and finish specifications provided by the MHSC. The contractor will ensure all works are executed with the highest quality standards and comply with applicable building regulations, industry best practices and health and safety requirements.

**Project Timelines and Delivery**

The total duration of the overall renovation is three (3) months, commencing from the date of official site handover by the MHSC. The contractor must ensure that the works are completed within the stipulated project timeline and must fit into the schedule of the main construction work, that will be supplied by the Principal construction contractor.

Time management and efficient project scheduling for all the acoustics, wallpaper, glazing and signage installation works are critical to avoid delays and ensure the building is ready for occupation and operational use by the MHSC at the end of the 3-month period.

**Cost-Effective Solutions**

The employer aims to achieve a cost-effective renovation project without compromising on quality. The contractor must ensure that all works are executed within the awarded contract value, transparently in cost management and aligned with the Bill of Quantities.

**Sustainable and Safe Practices**

The renovation on internal fit-out/ Internal refurbishments/ outfitting/ Interior finishing/ Interior installations/ fit-out for offices of acoustics, wallpaper, glazing and signage must incorporate sustainable construction practices, minimising environmental impact through the use of eco-friendly materials and energy-efficient solutions where applicable. Where possible materials should be sourced locally to support local industries. Additionally, the project must be carried out in strict compliance with health and safety standards to safeguard all workers and stakeholders involved.

**Coordination and Communication**

The contractor must establish and maintain effective coordination and communication with the MHSC and the MHSC's engineering and design teams and other contractors throughout the duration of the project. Regular progress updates, meetings and reporting are required to ensure alignment with the employer's expectations and deliverables.

**Quality Assurance and Defect-Free Completion**

The contractor must be responsible for implementing a robust quality assurance and control process throughout the project. The objective is to ensure that the final product is delivered defect-free, meeting/exceeding the MHSC's expectations regarding functionality, durability and aesthetics.

**Handover and Post-Completion Support**

Upon completion, the contractor will ensure a smooth handover of the building, including the provision of all necessary documentation, such as guarantees and warranties, certificates of compliance, care and maintenance manuals and as-built drawings.

## 2. OVERVIEW OF THE WORKS

The MHSC requires the appointment of an experienced contractor to supply and install acoustics, wallpaper, glazing and signage for the renovation of the new MHSC property. The scope of works includes all activities necessary to ensure the complete fit-out works for an operationally-ready property in accordance with the specifications outlined in the architectural layouts and plans, designs, finishes specifications and scope of works.

There will be other contractors who undertake specialist installations that form an integral part of the renovation for the MHSC building. These installations include but are not limited to construction, electrical, HVAC and Information and Communication Technology (ICT) infrastructure, electronic services, etc.

The approximate size of the property is 2473m², which includes 96 parking units. The works will be carried out in compliance with all relevant national building regulations, occupational health and safety standards and body corporate rules to ensure that the facility meets the highest standards of functionality, safety, and sustainability.

| **Areas Description** | **Size ($m^2$)/ No. of Bays** |
|---|---|
| Ground Floor | 1182 |
| First Floor | 1182 |
| Second | 109 |
| **Total Gross Building Area (GBA)** | 2473 |
| Storerooms | 137 |
| **Parking** | |
| Basement (1367sqm) | 46 Bays |
| Covered | 12 Bays |
| Open | 38 Bays |
| **Total Parking** | 96 Bays |

## 3. PURPOSE OF THIS DOCUMENT

This document outlines the minimum requirements for the proposed scope of works that the contractor must undertake to complete the project successfully. It serves as a guideline to ensure that all works are carried out in accordance with the client's expectations, industry best practices and regulatory standards and details and specifications.

This document clarifies the deliverables, performance expectations and compliance obligations the contractor must adhere to throughout the project.

Furthermore, it establishes a clear framework for project execution, detailing aspects such as project management, quality assurance, risk mitigation, adherence to health and safety regulations and post-completion support. The contractor is expected to fully comply with these requirements to ensure that the project is delivered on time, within the contracted value and to the specified quality standards.

## 4. SITE LOCATION

The proposed renovation and fit-out works will be carried out at the new MHSC building, located at:

- Section 8, Tuscany Office Park
- 2 Coombe Place, Rivonia, Sandton, 2128, Gauteng

All works must be executed with minimal disruption to the surrounding office park environment while ensuring full compliance with local building regulations, safety standards and body corporate rules.

## 5. BODY CORPORATE HOUSE RULES

The contractor is required to strictly adhere to the body corporate's house rules throughout the duration of the project. This includes compliance with all specified guidelines and regulations regarding noise levels, working hours, use of shared/common areas and disposal of construction waste.

The contractor must ensure that all personnel and subcontractors are fully briefed and understand these rules to prevent any disruptions to the residents and other occupants of the complex. Failure to comply with the body corporate house rules may result in penalties or cessation of work as stipulated in the contract terms.

## 6. PROJECT SCOPE

The scope of works must be read in conjunction with the approved layouts, plans, designs and finishes, drawings, contract data and all related documentation. The contractor must ensure that all installation works align with the approved architectural designs, plans and specifications, ensuring consistency in design, material selection and overall project execution.

Any discrepancies, clarifications or required modifications must be formally communicated to the client and design team for signed approval before implementation.

### a) PROJECT MANAGEMENT

The contractor shall apply project management concepts to ensure the successful execution and completion of the project in alignment with the client's objectives, the contract value and the timeline. The contractor's responsibilities shall include but are not limited to the following:

**Project Planning**

- Develop a project plan (for the scope of work) outlining project objectives, key stakeholders, scope, deliverables, and timelines.
- Ensure effective planning, execution, monitoring and reporting to achieve project objectives.
- Provide a project program, covering all phases.

**Timeline & Milestone Management**

- Implement and manage a detailed project timeline to ensure on-time completion.
- Track progress against key milestones and adjust as necessary to mitigate delays.
- Conduct regular progress reviews and plan adjustments as needed.

**Quality Assurance & Control**

- Ensure adherence to all specified materials, finishes and artistry requirements as per the plans, annexures and specification documents.

**Risk Management & Mitigation**

- Identify potential project risks and develop appropriate mitigation strategies.
- Continuously monitor risk factors and implement necessary adjustments.
- Ensure proactive identification and resolution of project issues.

**Budget Management & Cost Control**

- Provide detailed cost estimation, including contingencies for the works.
- Conduct regular cost tracking and reporting to ensure financial accountability.

**Client Coordination & Communication**

- Coordinate with MHSC representatives as and when required for project approvals and feedback.
- Ensure transparent communication to align project progress with client expectations.
- Provide weekly progress reports, including updates on key activities, challenges and risks.

**Stakeholder & On-site contractor Management**

- Oversee procurement, logistics and coordination of all work involved in the project.

**Regulatory Compliance & Permitting**

- Ensure full adherence and compliance with all relevant laws and regulations, and industry standards.

**Handover and Post-Completion Support**

- Ensure a structured handover of the completed works, including necessary documentation and training where applicable.
- Provide all required as-built documentation, care and maintenance manuals, guarantees and warranties and compliance certificates.

The contractor shall be responsible for the efficient coordination, management and execution of the project within the agreed time frame, budget and quality parameters.

## b) SUPPLY AND INSTALLATION OF SIGNAGE, ACOUSTICS, GLAZING AND WALLPAPER

The contractor shall be responsible for the supply and installation of acoustics, wallpaper, glazing and signage, in accordance with the approved architectural drawings, specifications and regulatory requirements.

**i. Acoustics**

- Supply, delivery and installation of acoustic ceiling finishes as per the layout, plans and specifications.
- Acoustic Baffles for the ceilings as per the layout, plans and specifications.

- Supply, delivery and installation of acoustic wall finishes (including wall wood slat and wall panelling) as per the layout, plans and specifications.
- All materials to comply with relevant industry standards.

**ii. Wallpaper**

- Supply, delivery and installation of wallpaper as per the layout, plans and specifications.
- All materials to comply with relevant industry standards.

**iii. Glazing**

- Supply, delivery and installation of PVC Privacy vinyl film as per the layout, plans and specifications.
- Supply, delivery and installation of external UV tint film for all windows and doors as per the specifications.
- All materials to comply with relevant industry standards.

**iii. Signage**

- Supply, delivery and installation of service signage, tab identification signage, internal MHSC signage, external signage, branded Pylon signage as per the layout, plans and specifications.
- All materials to comply with relevant industry standards.

**iv. Artwork**

- Supply, delivery and installation of canvas and glass artwork as per the client specifications.

## c) COMPLIANCE & SAFETY

- Compliance with all the relevant laws and regulations including:
  - The National Building Regulations
  - OHS Act (Act 85 of 1993)
  - SANS 10400 and municipal by-laws
- Implementation of quality control procedures
- Enforcement of safety protocols on site, including barricading, signage, PPE, and controlled access.

### d) POST-INSTALLATION SUPPORT REQUIREMENTS

The contractor shall provide comprehensive post-construction support to ensure a seamless transition into operational use. The requirements include but are not limited to the following:

#### i. Handover Documentation

- Prepare and deliver all necessary care and maintenance manuals, warranties, guarantees and compliance certificates.

#### ii. Maintenance Guide

- Develop and submit a detailed Maintenance Guide outlining recommended procedures for the upkeep of the materials (if any).
- Include schedules for routine maintenance and guidelines for troubleshooting common issues.

Provide a warranty and guarantee as per the specification document.

### e) QUALITY ASSURANCE & ISSUE RESOLUTION

- Document and promptly resolve any non-conformances, ensuring all installations and finishes meet the agreed-upon quality standards before final handover.
- Address and rectify any defects or discrepancies identified during quality inspections.

### f) DOCUMENTATION

The contractor shall be responsible for the preparation, submission and handover of all necessary project documentation to ensure compliance, operational efficiency and proper record-keeping. The required documentation includes but is not limited to the following:

**Project Documentation & Compliance**

- Provide all compliance certificates, warrantees and guarantees.

### g) APPROVAL OF PRODUCTS BY CLIENT

The contractor shall ensure that all products are approved by the client and its appointed oversight consultants before any work commences on-site. The contractor's responsibilities include but are not limited to the following:

#### i. Conceptual Design Modifications

- The client's initial specifications are conceptual and serve as a baseline for the final products

- If any deviation from the conceptual specifications is required, prior written approval must be obtained from the client

### ii. Contractor's Responsibility for Accuracy

- Notwithstanding any approvals granted, the contractor remains fully responsible for ensuring that:
  - All dimensions, details and workmanship align with project requirements
  - The correct installation of the products is maintained (i.e. standardisation, conformity, etc).

The contractor shall ensure that all design-related modifications and approvals processes align with project specifications and client expectations as per the MHSC corporate identity manual.

## 7. PROJECT DELIVERABLES

The contractor shall deliver a fully installed acoustics, wallpaper, glazing and signage that meets all specified requirements. The project deliverables include but are not limited to the following:

### i. Acoustics, Wallpaper, Glazing, and Signage

- Delivery of a defect-free, Acoustics, Wallpaper, Glazing and Signage installation that meets all design, quality and regulatory requirements and standards.
- All works completed in accordance with approved architectural plans and layouts, finishes and technical specifications.

### ii. Modern and Sustainable Workplace

- The finishes must be delivered as a fully installed, modern and sustainable workplace.
- The finishes and signage must align with MHSC's operational requirements, ensuring efficiency, compliance and long-term durability.
- Sustainability and local sourcing where possible.

The contractor shall ensure that all deliverables are met within the agreed timeline, budget and quality standards.

## 8. TECHNICAL SPECIFICATIONS

### a) ACOUSTICS AND WALLPAPER

The contractor shall be responsible for the supply and finishing of all acoustics and wallpaper ensuring compliance with architectural specifications, manufacturer recommendations, and industry standards.

- **Supply and Installation:** Provide and install wallpaper and acoustic treatments in accordance with the Architect's specifications. This includes a diverse range of materials and techniques suited to the design and functional requirements of the space.

- **Wallpaper:** Specifically, supply and apply wallpaper as designated in the Architect's plans. Selections should meet aesthetic and durability criteria set forth in the project documents, ensuring alignment with the overall interior design theme.

- **Acoustic panelling, acoustic ceilings and baffles:** Install acoustic panelling, baffles and ceilings in areas identified by the Architect, adhering to specifications for sound absorption and noise reduction to enhance the acoustic environment of the space. Ensure that all materials and installation techniques comply with relevant standards and regulations for acoustic performance.

### b) SIGNAGE

The contractor shall be responsible for the supply, fabrication, and installation of all signage in accordance with the architect's specifications, safety regulations, and branding requirements.

- **General Signage Installation**
  - Supply and install signage as per the architect's details and specifications.
  - Professionally installed, tightly fixed and secured

- **Directional & Wayfinding Signage**
  - Provide directional and wayfinding signage throughout the facility to aid navigation.
  - Install parking directional signage and parking bay markings for organised vehicle movement.

- **Safety, Statutory & Compliance Signage**
  - Supply and install safety and fire signage in full compliance with SANS 10400 safety regulations.

- **Building Identification & Branding**
  - Install building branding signage (internal and external), including logos, follow corporate identity elements as per design specifications.
  - Provide office door signage as per the architectural specifications.

### c) GLAZING

The contractor shall be responsible for the glazing of all windows, shopfronts and doors, ensuring compliance with design specifications, safety standards and regulatory requirements.

- **Window Treatments & UV Protection**
  - Supply and install thermal ultraviolet (UV)-rated vinyl treatments on external glazing as specified by the Architect.
  - Ensure the window treatments provide heat reduction, glare control and energy efficiency while maintaining aesthetic integration with the building design.

- **Shopfront and door Vinyl Applications**
  - Supply and install frosted shopfront vinyl treatments where required for privacy and aesthetics.
  - Vinyl decals are to be applied to new and existing aluminium-glazed doors.

- **Glazing & Compliance**
  - Low E glazing to be installed where required by regulations.
  - Minimum safety glazing standards for all glazing applications.

### d) SITE ESTABLISHMENT & TEMPORARY WORKS REQUIREMENTS

The contractor shall be responsible for the site setup, temporary facilities and preparatory works necessary for the successful execution of the project. The contractor's responsibilities include but are not limited to the following:

**Internal Site Survey**

- Conduct a detailed internal site survey to assess existing conditions and confirm levels, dimensions and alignments
- Verify and record any discrepancies between the existing site conditions and project drawings before commencing work

**Provision of Temporary Works**

- Supply, install, and maintain all temporary works necessary for safe and efficient construction, including but not limited to:
  - Scaffolding, formwork and shoring as required
  - Weather protection and environmental controls as necessary

The contractor must ensure that all site establishment and temporary works are executed accurately, safely and fully compliant with project requirements and regulatory standards.

## e) ALTERATIONS & REMOVAL WORKS

The contractor shall undertake relevant alterations and preparatory works in accordance with the approved design specifications, structural requirements and environmental regulations. The scope of alterations includes but is not limited to the following:

**Site Preparation & Waste Management**

- Remove all debris and waste material from the site in compliance with environmental and municipal regulations
- Safe disposal of construction waste per regulatory requirements - rubble accumulation on-site is not permitted
- No old material may be re-used for new work unless specifically described in the architectural plans and layouts as set aside for reuse
- Old materials from the alterations that are not set aside for re-use will become the property of the contractor after approval from the principal agent on behalf of the client, for which credit must be allowed

**Surface Preparations & Finishing Works**

- Preparatory work on existing surfaces to accommodate new finishes and installations.
- Protect adjacent finishes and structures from damage and repair any damages at the contractor’s expense

**Site Organisation & Safety Measures**

- Rubble on existing floors must not exceed 500mm in height to maintain site safety.
- The contractor must cover up and protect any work not removed or specified for re-use and make good any damages at their own expense.

The contractor shall ensure that all works are executed with precision, safety and full compliance to maintain structural integrity and achieve a high-quality refurbishment in line with the project's requirements.

## Part C4: SITE INFORMATION

### C4.1. Technical Specifications

REFER to **ANNEXURE 4** (the **technical specifications document)** and this scope of work for the detailed acoustics, wallpaper, glazing and signage specification.

### C4.2. Drawings, Layouts and Plans

REFER to **ANNEXURE 5** for the relevant detailed architectural drawings as per the drawing register below:

| CONSTRUCTION DRAWING REGISTER | | |
|---|---|---|
| **Sheet Number** | **Sheet Name** | **Revision** |
| 100.00 | GROUND FLOOR SPACE PLANNING | K |
| 100.01 | UPPER LEVELS SPACE PLANNING | K |
| 100.B | BASEMENT SPACE PLANNING | M |
| 150.00 | GROUND FLOOR WALL FINISHES | J |
| 150.01 | UPPER LEVELS WALL FINISHES | J |
| 150.B | BASEMENT WALL FINISHES | K |
| 200.00 | GROUND FLOOR CEILING LAYOUT | L |
| 200.01 | UPPER LEVELS CEILING LAYOUT | J |
| 250.00 | GROUND FLOOR COORDINATION LAYOUT | C |
| 250.01 | UPPER LEVELS COORDINATION LAYOUT | C |
| 250.B | BASEMENT COORDINATION LAYOUT | C |
| 600.00 | GROUND FLOOR DOOR LAYOUT | M |
| 600.01 | UPPER LEVELS DOOR LAYOUT | M |
| 600.B | BASEMENT DOOR LAYOUT | L |
| 600.S | DOOR SCHEDULE | L |
| 610.00 | SHOPFRONT SCHEDULE | I |

| FIRE PROTECTION | |
|---|---|
| **Sheet Number** | **Sheet Name** |
| 25002-FI-1002 | 25002-FI-1002_GROUND FLOOR-FIRE |
| 25002-FI-1003 | 25002-FI-1003_UPPER FLOOR-FIRE |
| 25002-FI-1004 | 25002-FI-1004_BASEMENT FLOOR-FIRE |