



an agency of the  
**Department of Arts and Culture**

**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENT OF SOUTH AFRICAN STATE THEATRE**

BID NUMBER:	SAST/2021/REFURBISHMENT AND UPGRADING OF THE EXISTING BAR AREAS
DESCRIPTION:	South African State Theatre Transformation Project – Refurbishment and upgrading of the existing bar areas
PUBLISH DATE:	03 August 2021
BID VALIDITY PERIOD:	60 Days from the closing date
COMPULSORY BRIEFING SESSION DATE & TIME	12 August 2021 12:00 pm
CLOSING DATE	26 August 2021 11:00 am
DELIVERY ADDRESS  <b>AND COMPULSORY BRIEFING SESSION VENUE</b>	BID DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:  320 Pretorius Street PRETORIA (at reception, on the lower ground)
ENQUIRIES:	Ms. Lerato Mmatloa Email : <a href="mailto:scm@statetheatre.co.za">scm@statetheatre.co.za</a> Tel : 012 392 4000

NB: Bidders must ensure that they sign the register at the reception when delivering their bids

BIDDER NAME:

**THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATION, 2017, THE JOINT BUILDING CONTRACTS COMMITTEE (JBCC) CONDITIONS OF CONTRACT AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITION OF CONTRACT.**

Bid No.: .....  
Name of Bidder:.....

## Table of contents

### SECTION 1

#### 1. Introduction

- 1.1 Objective
- 1.2 Scope of work and deliverables

### SECTION 2

#### 2. Instruction to Bidders

- 2.1 General
- 2.2 Bidder information
- 2.3 Consortium
- 2.4 Sub-contracting
- 2.5 SAST Bidding rights
- 2.6 Bidding process
- 2.7 Bid Submission requirements
- 2.8 Evaluation Process

### SECTION 3

#### 3. Returnable documents checklist

- 3.1 Mandatory Documents
- 3.2 Compliance Documents
- 4. Bidder information
- 5. Annexures (SBD Documents)
- 6. Bills of Quantities
- 7. Covid-19 Health and Safety Specification

**SECTION 1**

---

**1. INTRODUCTION**

THE RENAISSANCE THEATRE, trading as THE SOUTH AFRICAN STATE THEATRE, a cultural institution in terms of the provisions of section 3(1) of the Cultural Institutions Act, 1998, also a Schedule 3A Public entity under the Public Finance Management Act, 1999 (the “SAST”), is a statutory agency tasked with the development, promotion and mainstreaming of Arts, Culture and Heritage programmes to contribute to the economic development of the sector and to foster social cohesion in Tshwane, greater Gauteng and all the citizens of our Society.

**2. OBJECTIVE**

The SAST hereby seeks to appoint an artistic, detail-oriented design and build contractor to create modern and futuristic design concepts for the interior spaces of 7 bar areas with an approximate total floor area of 350sqm. The team’s key responsibilities include concept design, documentation as per SAST's requirements, determining costs and construction to ensure alignment with design intent and specifications approved by SAST.

The design and built contractor will also be expected to comply with the regulatory environment around inspections and building codes.

**3. SCOPE of WORK**

The design and build contractor shall be responsible for the interior design and construction of the assigned facilities, the supply of materials, transport to site, unloading from road or rail, storage on site, site quality control and management, testing, painting and finishing to the satisfaction of the Employer’s Agent. The works shall include (but is not limited to) the following components:

- Outline SAST design objectives.
- Conceptualize and sketch design plans.
- Meet the timeline for the completion of the interior design project.
- Identify materials and products included in plans.
- Create 'mood boards' to sample design vision for SAST approval.
- Utilize computer applications in the design process.
- Ensure the design intent meets the final product to SAST’s approval.
- Develop design concepts in-line with the SAST’s requirements.

Bid No.: .....

Name of Bidder:.....

- Meet with SAST to program the project requirements to meet SAST with consideration for some sequencing in line with the daily activities of the State Theatre.
- Create design concepts and digital presentations with finish selections, furnishings, and fixtures.
- Present design concepts and take detailed notes to address SAST requests.
- Establish Construction camp
- Protection of existing finishes, fittings and fixtures
- Remove existing finishes, fittings and fixtures and cart away from the site
- Construct the works as per the approved designs

**DELIVERABLES**

- Designs of the interior of SAST space based on the information provided by SAST.
- Development of the Concept design of the interior after initial consultations, needs analysis and site inspection.
- Document and Construct the design to final completion and satisfaction of SAST.
- Submit interior concept design for the specific areas so identified.
- Submit work plan for the interior design process and the construction work until Practical Completion.
- Provide regular updates on the design process.
- Obtain SAST approval on the final set-up.

**4. THE REFURBISHMENT, CONSTRUCTION AND UPGRADE OF THE SAST BUILDINGS WILL INCLUDE THE FOLLOWING:**

CATEGORIES	ACTIVITIES
Open plan bar areas	Upgrade of the facilities
Standard bar area	Upgrade of the facilities

**OPEN PLAN BAR AREAS**

- Replacing bar counters and furniture
- Installing new undercounter refrigerators
- Replacing floor finishes
- Electrical and mechanical fittings and installations

**STANDARD BAR AREAS**

- Replacing bar counters and furniture
- Installing new undercounter refrigerators
- Replacing wall and floor finishes
- Replacing the existing ceilings and light fittings
- Electrical and mechanical fittings and installations

## SECTION 2

---

### 2. INSTRUCTIONS TO BIDDERS

#### 2.1. General

Bidders must familiarize themselves with and comply with the mandatory requirements and ensure their availability for site visits and presentations, as required, on the appropriate dates.

#### 2.2 Bidder Information

The required information on the bidder must be completed as stipulated in **paragraph 4 below. Failure to do so may result in disqualification.**

The successful bidder shall demonstrate to SAST that adequate pre-employment screening, including security screening was performed on the employees/sub-contractors (staff).

**2.2.1** The pre-employment screening shall as a minimum be:

2.2.1.1 Authenticate that staff are who they claim to be;

**2.2.1.2** Confirm that staff have a right to work in the RSA;

**2.2.1.3** Obtain written declaration from staff of any criminal record; and

**2.2.1.4** Confirm that staff possesses the relevant qualifications to undertake the duties effectively and safety.

**2.2.2** The successful bidder shall deploy competent staff, supervision and labour who are:

**2.2.2.1** Appropriately experienced and trained for the work they are to undertake.

**2.2.3** SAST and its representatives may seek formal assurance to this effect (including a formal (audit) at any time during the contract period.

#### 2.3 Consortium

2.3.1 Bidders forming part of a Consortium must submit with their bid a copy of their Consortium agreement in a separate attachment. This must clearly indicate:

2.3.1.1 The form of agreement;

2.3.1.2 The respective roles and responsibilities of the members;

2.3.1.3 The identity of the lead company which will have overall responsibility;

2.3.1.4 The name and address of the officer acting as a single point of contact for

2.3.1.5 Communications between SAST and the tenderers. He shall be fully empowered to act on behalf of all members; and

2.3.1.6 The member's agreement to be jointly and severally liable to SAST for the performance of the contract.

#### 2.4 Subcontracting

2.4.1 Bidders must detail any work to be sub-contracted, the proposed subcontractor(s) to be used,

2.4.2 SAST reserves the right to reject the use of any of the bidder's proposed subcontractors and any subcontractor proposed during the contract term.

Bid No.: .....

Name of Bidder:.....

2.4.3 Bidders are advised that SAST will not respond any direct approach from potential sub-contractors for details in respect of any particular item in this bid.

## **2.5 SAST Bidding rights**

2.5.1 SAST reserves the right to:

- 2.5.1.1 extend the closing date;
- 2.5.1.2 verify any information contained in a proposal;
- 2.5.1.3 Request documentary proof regarding any bid issue;
- 2.5.1.4 Give preference to locally manufactured goods or locally sourced services;
- 2.5.1.5 Issue follow-up or supplementary questions during the response period or after receipt of tenders;
- 2.5.1.6 Make known to all bidders any questions submitted by a bidder including commercial and technical clarifications, together with answers given to any individual bidder, if it is considered to be relevant to the tender; and
- 2.5.1.7 Cancel or withdraw this request for tender as a whole or in part.

### **2.5.2 Evaluating Authorities' (BEC) of the evaluation process SAST may require bidders to arrange and/or participate in one or more of the following:**

- 2.5.2.1 Interviews with, or written references from nominated references;
- 2.5.2.2 Reference site visits to the location(s) of nominated reference;
- 2.5.2.3 Interviews with bidder personnel who would be involved in the contract execution (day-to-day operations of the site);

2.5.3 Negotiations with the bidders.

2.5.4 Appoint one bidder or more than one bidder where necessary.

## **2.6 Bidding process**

**2.6.1 Bidders must familiarize themselves with and comply with the procurement time table and ensure their availability for the site visit and presentations, as required, on the appropriate dates.**

2.6.2 Bidders are required to:

- 2.6.2.1 respond in the English language;
- 2.6.2.2 A cover letter on the bidders company letterhead with clear reference to the bid of interest should accompany both the technical and pricing proposals;

**2.6.2.3 All copies of the tender response must be signed on each page.;**

- 2.6.2.4 Ensure that all document attachments are clearly marked and bound in a clear, logical and well-marked format with a table on context ensuring ease of finding individual documents or sections; and

Bid No.: .....  
Name of Bidder:.....

2.6.2.5 The original document must be signed in black ink by an authorized person, agent or representative and each and every page of the bidding documents shall contain the initials of the same signatory.

2.6.3 All costing and information must be typed and signed by the bidder, no hand written costing/pricing will be accepted.

## 2.7 Bid submission requirements

### 2.7.1 Bidders must submit their responses and all supporting documents in properly labelled and sealed envelopes

Bidders are to submit one (2) pack of original proposals (**FUNCTIONAL AND FINANCIAL**), marked "ORIGINAL FUNCTIONAL" and "ORIGINAL FINANCIAL" in **SEPARATE** envelopes. Bidders are also required to submit two (2) copies of the functional proposal in one envelope marked "COPY".

Bids must be bound, indexed and set out in a tabulated format. Unbound or loose papers will be rejected.

Bidder must also submit an ***ELECTRONIC SUBMISSION of their bid documents in USBs. Two USBs, one with the functional proposal and the other with the financial proposal including the excel version of the priced BOQ.***

**NB: Failure to submit the Functional and Financial proposals separately and 2 copies of the functional proposal (without financial/pricing details), will result in your bid being disqualified.**

## 2.8. EVALUATION PROCESS

### 2.8.1. Evaluation criteria

The 80/20 principle and two envelop/file system will apply in evaluating the proposals in accordance with the amended PPP Regulations pertaining to the Preferential Procurement Policy Framework **Act 2000, Act no 5 of 2017** that came into effect on **01 April 2017**. The reason for applying the two envelope / file system is to ensure that price does not influence the evaluation of the functional proposals.

### 2.8.2. Two envelope system

The two-envelope system is based on the submission of the functional and financial proposals in two separate envelopes. **NO financial information** may be contained in the functional envelope as this will lead to automatic disqualification.

### 2.8.3. Phase 1: Functional proposal:

Bidders must submit their functional proposal in an envelope clearly marked "**FUNCTIONAL PROPOSAL**" with the bidder's name, RFQ description and number and

Bid No.: .....  
Name of Bidder:.....

the closing date and time clearly indicated on the envelope. This envelope should only contain the functional proposal and compulsory forms SBD 4, 6.1,6.2, 8 & 9, and all required documents as indicated in the tender document, but NO financial information. Financial information in a functional proposal will lead to automatic disqualification of that specific proposal.

**2.8.4. Phase 2: Financial proposal:**

The financial proposal, inclusive of the SBD 1 and priced BOQ must be submitted in a SEPARATE envelope with the name of the bidder, closing date and time and the bid number clearly indicated. The financial proposal envelope must be clearly marked “**FINANCIAL PROPOSAL**”.

**2.8.5. FAILURE TO COMPLY WITH THE TWO - PHASE REQUIREMENT WILL AUTOMATICALLY INVALIDATE A BID**

2.8.6. All proposals will be evaluated in terms of the two-phase process once the pre-qualifying of bids received is done. All bid proposals received are subject to a pre-qualification process to determine compliance with compulsory requirements / conditions. All bids that pass the pre-qualification process will then be evaluated as follows:

2.8.7. **Stage 1:** Functional evaluation. This evaluation is based on the functional proposal as stated in phase 1. For this phase, there is a cut-off score of 70% and only the proposals that score 70% and above during the functional evaluation will be considered during the second phase of evaluation.

2.8.8. **Stage 2:** Price and BBBEE status level. During the second phase all Bids that scored 70% and above during the functional evaluation will be considered for the second phase where points will be calculated for price and BBBEE scores in accordance with the amended PPP Regulations pertaining to the Preferential Procurement Policy Framework Act, Act no 5 of 2000 that came into effect on 1 April 2017 (PP Regulations 1 April 2017).

**Compliance with minimum requirements**

All bids duly lodged will be examined to determine compliance with bidding requirements and conditions (completion and attachment of compulsory documents).

**Elimination of proposals on grounds of functionality**

Bids that score less than 70 points for functionality will be eliminated from further participation in the Bid Evaluation process (Stage 2).



Bid No.: .....

Name of Bidder:.....

**Stage 1**

All proposals will be evaluated on the following criteria indicated below:

<b>CRITERIA</b>	<b>REQUIREMENTS FROM SERVICE PROVIDERS</b>	<b>Point Allocation</b>	<b>WEIGHT (Maximum points)</b>
<b>Company Experience</b> Company should demonstrate extensive experience in building refurbishment or upgrade projects.	1-3 years experience	5	<b>15</b>
	3-6 years experience	10	
	6-10 years experience	15	
<b>Verifiable References</b> Bidders must submit five reference letters of similar engagements within the past five years. Letters must cover: <ul style="list-style-type: none"> <li>• Name of the organisation.</li> <li>• Contact person details.</li> <li>• Description of the project</li> <li>• Project programme indicating the start and finish dates or a project completion certificate where possible.</li> <li>• Contract amount (Include award letter if contract amount is not on the letter).</li> <li>• References letters must be on the Company's letterhead with contact information.</li> </ul>	1-2 reference letters	3	<b>10</b>
	3-4 reference letters	6	
	5 and more reference letters	10	
<b>Quality Plan</b> Development of a project specific quality plan for the design and construction phase of the project. Should clearly state how service provider aims to achieve quality in both the design and construction outcomes.	No submission	0	<b>10</b>
	Quality plan submitted is acceptable and demonstrates a fair understanding of the requirements	5	
	Quality plan submitted is excellent and demonstrates real understanding of the requirements	10	
<b>Methodology / Approach Statement</b> The approach paper should articulate what the tenderer will provide in achieving the stated objectives for the Scope of Services which should include a high level project schedule and cash flow. The tenderer must as such explain his/her understanding of the objectives of the Services and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted and demonstrate its compatibility. The approach should also include and outline processes, procedures and associated resources, to meet the requirements and indicate how risks will be managed.	No submission	0	<b>20</b>
	Detailed methodology which is not sequential and do not provide any applicable standards	5	
	Detailed methodology which is not sequential and provided fair applicable standards	10	
	Detailed methodology which is sequential and does provide acceptable applicable standards	15	
	Comprehensive & detailed methodology which provides applicable standards, and follows sequential approach covering the whole scope	20	

Bid No.: .....

Name of Bidder:.....

<b>Programme</b> Ability to provide the services in terms of the Employer's requirements within the required timeframe indicating, in a logical sequence, the order and timing of the services that will take place in order to provide the services clearly indicating the capacity and capability to achieve the dates as indicated.	No submission, or the programme is generic, not practical and unrealistic for the scope of work.	0	10
	The programme addresses specific project objectives and meets the timeframe requirements.	5	
	The programme is excellent. The important issues are approached in an innovative and efficient manner. The duration of the project is less than the stipulated timeframe.	10	
<b>Organogram</b> Bidder to provide an organogram highlighting the names of the professionals and their roles	No submission	0	5
	Organogram filled in with resources, no indication of roles, no qualifications, etc.	3	
	Organogram is fully resourced, and indicates the roles and qualifications of the team	5	
<b>Competence and Experience of the Project Team</b>  Bidder must be able to demonstrate that the project key personnel have sufficient knowledge, experience, and qualifications to provide the required services.  Bidder must submit CVs of the proposed project team as per the organogram, certified qualifications and proof of professional registration.	<b>Interior Designer: A minimum of a Bsc. Degree in Interior Design and professional registration with the IID are compulsory.</b>		
	No submission	0	10
	Candidate has 0 – 3 years experience post professional registration with the IID	3	
	Candidate has 3 – 5 years experience post professional registration with the IID	5	
	Candidate has 5 – 10 years experience post professional registration with the IID	10	
	<b>Construction Manager: A Bsc. Degree in Construction Management, Building Sciences or Similar and professional registration with the SACPCMP are compulsory</b>		
	No submission	0	10
	Candidate has 0 – 3 years experience post professional registration with the SACPCMP	3	
	Candidate has 3 – 5 years experience post professional registration with the SACPCMP	5	
	Candidate has 5 – 10 years experience post professional registration with the SACPCMP	10	
	<b>Occupational Health and Safety Officer/Manager: National Diploma in OHS or Similar and professional registration with the SACPCMP are compulsory</b>		
	No submission	0	10
	Candidate has 0 – 3 years experience post professional registration with the SACPCMP	3	
	Candidate has 3 – 5 years experience post professional registration with the SACPCMP	5	
	Candidate has 5 – 10 years experience post professional registration with the SACPCMP	10	
	<b>Total points</b>		

**Bids that fail to score 70 out of 100 points for Technical Evaluation shall be disqualified.**

Bid No.: .....  
 Name of Bidder:.....

**SECTION 3**

**3. RETURNABLE DOCUMENTS CHECKLIST**

Please indicate that all mandatory documents are included in this bid by ticking the boxes in the checklist below. Responses received without all required documents will be considered invalid. Please also indicate where additional documents have been submitted to the main tender response.

**3.1 Mandatory Documents**

		Yes	No
3.1.1	Bidder's information (company profile)		
3.1.2	Tax Pin issued by SARS		
3.1.3	CSD (Central Supplier Database) <b>Detailed</b> report		
3.1.4	Company registration documents. Certified ID copies of all directors and members listed on the Company reg. document.		
3.1.5	Company resolution		
3.1.6	A certified copy of Partnership Agreement (if tenderer is a partnership or JV)		
3.1.7	Valid B-BBEE Certificate (Sworn affidavit for SMEs and QSEs) SANAS approved. Share Certificate, Company Registration certificate. (Note that JV companies must submit a consolidated JV B-BBEE Certificate)		
3.1.8	Letter of Good standing from the Compensation Commissioner, Department of Labour (COIDA)		
3.1.9	Proof of registration with the relevant professional bodies, i.e. SACPCMP, IID, etc		
3.1.10	CIDB requirements: 5GB and above		
3.1.11	Valid Professional Indemnity Minimum R 5 000 000.00.		
3.1.12	Contactable references		
3.1.13	Organogram and detailed CVs of the project team		
3.1.14	3 Years Audited Financial Statements		

**Note: Each JV company must submit the mandatory documents**

**3.2 Mandatory Compliance Documents**

		Yes	No
3.2.1	SBD 1 Invitation to Bid		
3.2.2	SBD 4 Declaration of Interest		
3.2.3	SBD 6.1 Preference points claim form i.e. PPR 2017		
3.2.4	SBD 6.2 Local content declaration		
3.2.5	SBD 8 Declaration of Bidder's Past Supply Chain Management Practices		
3.2.6	SBD 9 Certificate of Independent Bid Determination		

Bid No.: .....

Name of Bidder:.....

3.2.7	Successful bidder will be required to sign a JBCC contract with the Client.		
-------	---	--	--

**Failure to submit all mandatory compliance documents will lead to bid disqualification.**

#### 4. BIDDER INFORMATION

The following particulars must be furnished (failure to do so shall result in your bid being disqualified)

Indicate the type of Bidding structure by marking with an 'X':	
Individual bidder	
Joint venture	
Consortium	
Using Subcontractors	
Other	

<b>If individual bidder, indicate the following:</b>	
Name of bidder	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	
<b>If Joint Venture or Consortium, indicate the following:</b>	
Name of prime contractor	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	

Bid No.: .....

Name of Bidder:.....

Postal address	
Physical address	

<b>If Joint Venture or Consortium, indicate the following:</b> <i>(To be completed for each JV/ Consortium member)</i>	
Name of Joint Venture/ Consortium member	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

<b>If using subcontractors, indicate the following:</b> <i>(To be completed for each subcontract)</i>	
Name of subcontractor	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

Bid No.: .....

Name of Bidder:.....

## **ANNEXURES: STANDARD BIDDING DOCUMENTS**

Bid No.: .....  
 Name of Bidder:.....

**SBD1**

**PART A  
 INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR					
BID NUMBER:	<b>SAST/2021/REFURBISHMENT AND UPGRADING OF THE EXISTING BAR AREAS</b>	CLOSING DATE:	<b>26 AUGUST 2021</b>	CLOSING TIME:	<b>11:00AM</b>
DESCRIPTION	<b>SOUTH AFRICAN STATE THEATRE TRANSFORMATION PROJECT- REFURBISHMENT AND UPGRADING OF THE EXISTING BAR AREAS</b>				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

<b>The South African State Theatre,        Reception, Lower Ground,        320 Pretorius St,        Pretoria Central, Pretoria,        0001</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>		AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
		<input type="checkbox"/>		A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
		<input type="checkbox"/>		A REGISTERED AUDITOR	
		NAME:			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

Bid No.: .....

Name of Bidder:.....

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ANSWER PART B:3 BELOW ]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	SA State Theatre	CONTACT PERSON	Charles Manyoni
CONTACT PERSON	Lerato Mmatloa	TELEPHONE NUMBER	012 392 4000
TELEPHONE NUMBER	012 392 4000	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	<a href="mailto:Charles@statetheatre.co.za">Charles@statetheatre.co.za</a>
E-MAIL ADDRESS	<a href="mailto:scm@statetheatre.co.za">scm@statetheatre.co.za</a>		



Bid No.: .....

Name of Bidder:.....

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

Bid No.: .....  
Name of Bidder:.....

**SBD 4**

## **DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):

.....

2.4 Company Registration Number:

.....

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....

The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

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

Bid No.: .....

Name of Bidder:.....

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:  
Name of person / director / trustee /shareholder/ member: .....  
Name of state institution at which you or the person connected to the bidder is employed : .....  
Position occupied in the state institution: .....  
Any other particulars:  
.....  
.....  
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**  
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid).

2.7.2.2 If no, furnish reasons for non-submission of such proof:  
.....  
.....  
.....

2.8 Did you or your spouse, or any of the company's directors / trustees /shareholders /members or their spouses conduct business with the state in the previous twelve months? **YES / NO**  
If so, furnish particulars:  
.....  
.....  
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

Bid No.: .....

Name of Bidder:.....

2.9.1 If so, furnish particulars:

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

2.10 Are you, or any person connected with the bidder, **YES / NO**  
aware of any relationship (family, friend, other) between  
any other bidder and any person employed by the state  
who may be involved with the evaluation and or adjudication  
of this bid?

If so, furnish particulars:

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

2.11 Do you or any of the directors/ trustees /shareholders /members **YES / NO**  
of the company have any interest in any other related companies  
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

**3 Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

Bid No.: .....

Name of Bidder:.....

**4 DECLARATION**

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

Bid No.: .....  
Name of Bidder:.....

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL  
CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF  
BBBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT  
REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

- 1.1. The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2.

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80 / 20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3. Points for this bid shall be awarded for:

- a) Price; and
- b) B-BBEE Status Level of Contributor.

1.4. The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

Bid No.: .....  
Name of Bidder:.....

**2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the BroadBased Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents. (g) **“prices”** includes all applicable taxes less all unconditional discounts; (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

**3. POINTS AWARDED FOR PRICE**

**3.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

**80/20**

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

4.1. In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

Bid No.: .....

Name of Bidder:.....

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the subcontractor.....

iii) The B-BBEE status level of the subcontractor.....

iv) Whether the sub-contractor is an EME or QSE **(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------



Bid No.: .....

Name of Bidder:.....

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

Bid No.: .....

Name of Bidder:.....

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

Bid No.: .....  
Name of Bidder:.....

**SBD 6.2**

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Bidders will be evaluated on local production and content, and bidders who fail to meet the thresholds will be disqualified from further participation in the tendering process.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**

Bid No.: .....

Name of Bidder:.....

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

Bid No.: .....  
 Name of Bidder:.....

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO.** .....

**ISSUED BY:** (Procurement Authority / Name of Institution):  
 .....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
 do hereby declare, in my capacity as .....  
 of .....(name of bidder entity),  
 the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Bid No.: .....

Name of Bidder:.....

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Bid No.: .....  
 Name of Bidder:.....

**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution’s supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b>  The Database of Restricted Suppliers now resides on the National Treasury’s website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Bid No.: .....

Name of Bidder:.....

4.3.1	If so, furnish particulars:
-------	-----------------------------

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
-----	---	---------------------------------	--------------------------------

4.4.1	If so, furnish particulars:
-------	-----------------------------

**CERTIFICATION**

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

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**



Bid No.: .....  
Name of Bidder:.....

**SBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
  
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
  
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
  
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
  
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

Bid No.: .....  
Name of Bidder:.....

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)

Bid No.: .....  
Name of Bidder:.....

- (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....  
Signature Date

.....  
Position Name of Bidder

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Bid No.: .....

Name of Bidder:.....

**BILLS OF QUANTITIES (PRICING SCHEDULE)**

	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<p><b><u>SECTION 1 - PRELIMINARIES</u></b></p> <p><b><u>BILL NO 1</u></b></p> <p><b><u>PRELIMINARIES</u></b></p> <p><b><u>BUILDING AGREEMENT AND PRELIMINARIES</u></b></p> <p>The JBCC Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described</p> <p>The JBCC Principal Building Agreement contract data form an integral part of this agreement</p> <p>The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these bills of quantities, amended as hereinafter described</p> <p>The contractor is deemed to have referred to the above mentioned documents for the full intent and meaning of each clause</p> <p>The relevant clauses in the above mentioned documents are hereinafter referred to by clause number and heading only</p> <p>Where any item is not relevant to this agreement such item is marked N/A signifying "not applicable"</p> <p>Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the above mentioned documents</p> <p><b><u>PREAMBLES FOR TRADES</u></b></p> <p>The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities.</p> <p>Supplementary preambles and/or specifications are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles</p> <p>The contractor's prices for all items throughout these bills of quantities shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications</p> <p><b><u>STRUCTURE OF THIS PRELIMINARIES BILL</u></b></p> <p>Section A: Amendments, modifications, corrections or supplements to the aforementioned JBCC Principal Building Agreement</p> <p>Section B: Amendments, modifications, corrections or supplements to the aforementioned JBCC General Preliminaries</p> <p>Section C: Any special clauses to meet the particular circumstances of the project</p> <p><b><u>PRICING OF PRELIMINARIES</u></b></p> <p>Should the contractor select Option A in the contract data for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)</p>				
				Carried forward	

<b>SECTION A: PRINCIPAL BUILDING AGREEMENT</b>					
<b>Interpretation (A1-A7)</b>					
<p>Clause 1.0 - Definitions and interpretation Pricing of bills of quantities</p> <p>The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated on the summary page of these bills of quantities. Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained.</p> <p>Prices for all construction equipment, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary.</p> <p>Abbreviated descriptions The items in these bills of quantities utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the contractor shall, before submission of his tender, call for a written directive from the Principal Agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of international best practice.</p> <p>Legal status of contractor If the contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:                      1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement.                      2. These persons shall notify the employer of their leader who has assigned authority to bind the contractor and each of these persons.                      3. The contractor shall not alter its composition or legal status without the prior written consent of the employer.</p>					
1,001	F:..... V:..... T:.....	Item	1	R	-
Clause 2.0 - Law, regulations and notices					
1,002	F:..... V:..... T:.....	Item	1	R	-
Clause 3.0 - Offer and Acceptance					
1,003	F:..... V:..... T:.....	Item	1	R	-
Clause 4.0 - Cession and assignment					
1,004	F:..... V:..... T:.....	Item	1	R	-
Clause 5.0 - Documents					
1,005	F:..... V:..... T:.....	Item	1	R	-
Clause 6.0 - Employer's agents					
1,006	F:..... V:..... T:.....	Item	1	R	-
Principal Agent : Prosite Plan Africa (Pty) Ltd. Address: 348 Rivonia Blvd, Rivonia, Johannesburg, 2128 Tel: 011 803 8161. E-mail: tunde@prositeplan.co.za  Quantity Surveyor Agent : IBP Construction Consultants (Johannesburg) (Pty) Ltd. Address: PO Box 4569, Randburg, 2125. Tel: 011 781 0394 E-mail: Nigelf@ibp-jhb.co.za  Civil and Structural Engineer Agent : ATI Africa Consulting Engineers (Pty) Ltd Address: 91 Problem Mkhize Road, Durban, 4001 Tel: 031 207 7823 E-mail: info@atiafrica.co.za					
Clause 7.0 - Design responsibility					
Clause 7.1. has been amended to read as follows: The contractor shall be responsible for the design of the works and the subcontractors' temporary works. The contractor shall be responsible for the coordination of design elements.					
1,007	F:..... V:..... T:.....	Item	1	R	-
<b>Carried forward</b>					

					Brought forward	
	<b><u>Insurances and securities (A8-A11)</u></b>					
1,008	Clause 8.0 - Works risk F:..... V:.....T:.....	Item	1		R	-
1,009	Clause 9.0 - Indemnities F:..... V:.....T:.....	Item	1		R	-
	Clause 10.0 - Insurances 10.1 By the Employer: Yes 10.2 Contract works insurance - insured amount: Contract amount					
	<b><u>Contract Data - Insurances and Securities</u></b>					
	10.3 Contract Works Insurance value to include for professional fees and escalation: 25% of contract sum					
	10.4 Contract works insurance to include for value of free issue material at replacement cost : Not Applicable					
	10.5 Employer owned surrounding property: Not Applicable					
	10.6 Public Liability Insurance for each and every claim to R 5 000 000 value:Yes					
	10.8 Removal of lateral support insurance: Not Applicable					
1,010	F:..... V:.....T:.....	Item	1		R	-
	Clause 11.0 - Securities <b>Guarantee for payment</b> The Employer shall not provide to the contractor with a guarantee for payment By virtue of the contractor submitting a tender offer, he is deemed to have waived his lien or right of continuing possession of the works [11.10] Sub-clause 11.10 has been amended to read as follows: "The contractor shall waive his lien or right of continuing possession of the works." Clause 11.0 has been amended to include the following new sub-clauses: Sub-clause 11.11 The guarantee provided by the contractor's Guarantor shall have an expiry date (if stated) no less than 3 months after the practical completion date and shall be extended accordingly should the practical completion date be extended. The cost for same shall be included on the contractor's tender price as no claims for additional cost shall be entertained Sub-clause 11.12 The contractor is required to provide the Employer with a variable construction guarantee within twenty-one (10) calendar days of acceptance of the contractor's tender					
1,011	F:..... V:.....T:.....	Item	1		R	-
	<b>Execution (A12 - A17)</b> Clause 12.0 - Obligations of the parties Notice board The contractor shall erect in a position approved by the principal agent, maintain and remove on practical completion a notice board recommended by the South African Institute of Architects and as approved by the Principal Agent listing the names and logos of the Employer, the contractor and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the principal agent for such notice boards to be erected [12.2.18]					
1,012	F:..... V:.....T:.....	Item	1		R	-
1,013	Clause 13.0 - Setting out F:..... V:.....T:.....	Item	1		R	-
					Carried forward	

					Brought forward	
1,014	Clause 14.0 - Nominated subcontractors F:..... V:..... T:.....	Item	1		R	-
1,015	Clause 15.0 - Selected subcontractors F:..... V:..... T:.....	Item	1		R	-
1,016	Clause 16.0 - Direct contractors <b>Attendance on direct contractors</b> - In respect of direct contractors, the contractor shall:  1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials  2. Allow the use of personnel welfare facilities, where provided  3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation  4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right, while it remains erected on the site [16.1]	Item	1		R	-
1,017	Clause 17.0 - Contract instructions F:..... V:..... T:.....	Item	1		R	-
1,018	<b>Completion (A18 - A24)</b> Clause 18.0 - Interim completion F:..... V:..... T:.....	Item	1		R	-
1,017	Clause 19.0 - Practical completion F:..... V:..... T:.....	Item	1		R	-
1,018	Clause 20.0 - Completion in sections F:..... V:..... T:.....	Item	1		R	-
1,019	Clause 21.0 - Defects liability period and final completion F:..... V:..... T:.....	Item	1		R	-
1,020	Clause 22.0 - Latent defects liability period F:..... V:..... T:.....	Item	1		R	-
1,021	Clause 23.0 - Revision of the date for practical completion F:..... V:..... T:.....	Item	1		R	-
1,022	Clause 24.0 - Penalty for late or non-completion F:..... V:..... T:.....	Item	1		R	-
1,023	<b>Payment (A25 - A27)</b> Clause 25.0 - Payment F:..... V:..... T:.....	Item	1		R	-
1,024	Clause 26.0 - Adjustment of the contract value and final account F:..... V:..... T:.....	Item	1		R	-
1,025	Clause 27.0 - Recovery of expense and/or loss F:..... V:..... T:.....	Item	1		R	-
					Carried forward	



					Brought forward	
	<p><b>Suspension and termination (A28 - A29)</b></p> <p>Clause 28.0 - Suspension by the contractor</p> <p>1,026 F:..... V:.....T:.....</p> <p>Clause 29.0 - Termination</p> <p>1,027 F:..... V:.....T:.....</p> <p><b>Dispute resolution (A30)</b></p> <p>Clause 30.0 - Dispute resolution</p> <p>1,028 F:..... V:.....T:.....</p> <p>Agreement The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties</p> <p>1,029 F:..... V:.....T:.....</p>	Item	1		R	-
	<p><b>CONTRACTING AND OTHER PARTIES</b></p> <p>A1. The Project Name: The South African State Theatre Transformation Project</p> <p>A2. Works Description: Alterations, refurbishment and redecoration of the existing bar areas</p> <p>A3. The Site Description: The South African State Theatre, 320 Pretorius Street, Pretoria, 0001</p> <p>Employer : The South African State Theatre Address: 320 Pretorius Street, Pretoria, 0001 Tel: 012 392 4094 E-mail: malcom@statetheatre.co.za</p> <p><b>CONTRACT DATA</b></p> <p>5.0 Contract Documents: To be held by the Principal Agent</p> <p>5.5 Number of copies of documents issued free to the contractor : One copy</p> <p>5.5 Priced bills of quantities: Yes</p> <p><b>12 Duties of the parties</b></p> <p>12.1 Alterations and additions as clause 9.2.7: No</p> <p>12.2. Premises occupied as clause 12.1.2: Yes</p> <p>12.3 Relevant natural features to be retained/ relocated/removed as clause 12.1.3: No</p> <p>12.4 Areas the contractor may not occupy as per clause 12.1.4: To be confirmed</p> <p>12.5. Utilities connections - location: To be identified by the Principal Agent</p> <p>12.6 Statutory and/or other notices to be complied with by the contractor before possession of site can be given: Not Applicable</p> <p>12.7 Possession of site as clause 12.1.5 intended date: To be confirmed</p> <p><b>19 Practical completion/penalty for late completion</b></p> <p>19.1 Practical completion of the works in sections : To be confirmed</p> <p>19.2 Practical completion of the works as a whole: To be confirmed</p> <p>19.3 Penalty applied per calendar : To be confirmed</p> <p>19.4 Items that do not have to be complete to achieve practical completion: Not applicable</p>					
					Carried forward	

Brought forward				
	<p>19.5 Criteria to achieve practical completion: Fit for use but the following will apply:</p> <p>1.The following certificates of compliance, as applicable shall be required (excluding others that may be required by the local/national authority, etc.) from the contractor to achieve practical completion:</p> <p>1.1.Certificates from the contractor that all aspects of the Construction Regulations of 2014 have been complied with</p> <p>1.2.Certificates from the contractor that the National Building Regulations have been complied with</p> <p>1.3.Certificates of compliance with respect to plumbing and drainage installations</p> <p>1.4.Certificates of compliance with respect to electrical and electronic installations</p> <p>1.5.Certificates of compliance with respect to all glazing</p> <p>1.6.Certificates of compliance with respect to mechanical installation</p> <p>1.7.Certificate of compliance and fire clearance certificate from the contractor and fire chief respectively</p> <p>1.8.Any other compliance documentation deemed necessary as instructed by the Principal Agent</p> <p>1.9.Three complete sets of approved maintenance and operating manuals together with all workmanship and material warranties and guarantees (to be compiled and issued to the Principal Agent prior to achievement of practical completion for approval) and three complete copies of documents in electronic</p> <p>2.In order to achieve practical completion of the works and without deviating from the generality of the term practical completion, the contractor shall, as a minimum comply with the following basic criteria, as applicable. These criteria should not be regarded as comprehensive but as an expansion of the term practical completion</p> <p>2.1.Electrical installation is to be completed and fully commissioned permanent power and lighting inclusive of all telephone and data installations</p> <p>2.2.Plumbing installation it to be complete, commissioned permanent water supply and drainage tested. Pipe work to be pressured tested</p> <p>2.3.HVAC system installation shall be complete and fully commissioned (except for final adjustments and cooling performance recoding / temperature logging), commissioning reports submitted to the consulting engineer for review and major commissioning defects resolved</p> <p>2.4.All field controllers, network controllers and network fully commissioned operator terminal installed, graphics loaded and all monitoring points operational on the operator terminal. (Customisation of the BMS time schedules, alarm routing and using the BMS to detect and report faults on other services shall be completed prior to works completion)</p> <p>2.5.Sprinklers and fire-fighting equipment completed, commissioned tested and operational</p> <p><b><u>25 Payment</u></b></p> <p>25.1 Currency:South African Rand</p> <p>25.2 Issue of regular payment certificates on : To be agreed between the parties</p> <p>25.3 Materials and goods off site - paid subject to guarantee for advance payment provided: N/A</p> <p>25.4 Contract price adjustment provisions: This contract is not subject to escalation and the contractor is to make the necessary allowance in his tender.</p> <p><b><u>TENDER CLOSING DATE</u></b></p> <p>Tender Closing Date: 26 August 2021. Tender closing time: 11:00am. Tender closing place: The Reception, Lower ground level, 320 Pretorius St, Pretoria Central, Pretoria, 0001 Electronic format : Yes (Soft copy of the tender document in a USB)</p> <p><b><u>TENDERER'S SELECTION</u></b></p> <p><b><u>11 Securities</u></b></p> <p>11.1 Guarantee for Construction (variable): Yes/No</p> <p>11.2 Guarantee for Construction(fixed): Yes/No</p> <p><b><u>Guarantee for Advanced Payment</u></b></p>			
Carried forward				

					Brought forward	
	11.4 Guarantee for advanced payment of materials and goods. Purpose _____ Currency _____ Amount _____  <u><b>Guarantee for payment, provided by the employer.</b></u>  11.5 Guarantee for payment: No  Contractors Holiday Periods during construction period. Year 1 From _____ To _____  26. Payment Of Preliminaries: Option A - Adjusted pro rata to works completed: Yes/No Option B - Based on establishment and monthly running costs as agreed between Principal agent and contractor: Yes/No Failure to select an option will result in Option A being applied to the contract.  26.1 Adjustment of Preliminaries: Option A: Yes/No Option B: Yes/No Where an option is not selected then Option A will be applied to this contract.  <u><b>SECTION B: GENERAL PRELIMINARIES</b></u>  <b>Definitions and interpretation (B1)</b>  Clause 1.1 - Definitions 1,030 F:..... V:..... T:.....  Clause 1.2 - Interpretation 1,031 F:..... V:..... T:.....  <b>Documents (B2)</b>  Clause 2.1 - Checking of documents  Sub-clause 2.1 refers to the following : The items in these Bills of Quantities are to be read and priced in conjunction with the scope of work as described in the tender document. It remains the responsibility of the Tenderer to acquaint himself with all the cost implications of the design, programming, phasing, etc 1,032 F:..... V:..... T:.....  Clause 2.2 - Provisional bills of quantities 1,033 F:..... V:..... T:.....  Clause 2.3 - Availability of construction information 1,034 F:..... V:..... T:.....  Clause 2.4 - Ordering of materials and goods 1,035 F:..... V:..... T:.....  <b>Previous work and adjoining properties (B3)</b>  Clause 3.1 - Previous work - dimensional accuracy 1,036 F:..... V:..... T:.....  Clause 3.2 - Previous work - defects 1,037 F:..... V:..... T:.....  Clause 3.3 - Inspection of adjoining properties 1,038 F:..... V:..... T:.....  <b>The site (B4)</b>  Clause 4.1 - Handover of site in stages 1,039 F:..... V:..... T:.....					
					Carried forward	

					Brought forward	
1,040	<p>Clause 4.2 - Enclosure of the works</p> <p>F:..... V:.....T:.....</p>	Item	1		R	-
1,041	<p>Clause 4.3 - Geotechnical and other investigations</p> <p>F:..... V:.....T:.....</p>	Item	1		R	-
1,042	<p>Clause 4.4 - Encroachments</p> <p>F:..... V:.....T:.....</p>	Item	1		R	-
1,043	<p>Clause 4.5 - Existing premises occupied</p> <p>F:..... V:.....T:.....</p>	Item	1		R	-
1,044	<p>Clause 4.6 - Services - known The contractor shall consult the Principal Agent before disconnecting any services. The contractor shall take special care not to damage any existing services that could have been foreseen or what have been shown to him by the Principal Agent. Damage to this services shall be for the contractor's account</p> <p>F:..... V:.....T:.....</p> <p><b>Management of contract (B5)</b></p> <p>Clause 5.1 - Management of the works</p>	Item	1		R	-
1,045	<p>Clause 5.1 - Management of the works</p> <p>F:..... V:.....T:.....</p>	Item	1		R	-
1,046	<p>Clause 5.2 - Progress meetings</p> <p>F:..... V:.....T:.....</p>	Item	1		R	-
1,047	<p>Clause 5.3 - Technical meetings</p> <p>F:..... V:.....T:.....</p>	Item	1		R	-
1,048	<p>Clause 5 has been amended to include the following new sub-clause: Sub-clause 5.4 - Daily records The contractor shall keep daily records of people and equipment employed as well as a site diary in respect of work performed on the site At the end of each week the contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all sub-contractors on the works each day At the end of each week the contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works</p> <p>F:..... V:.....T:.....</p> <p><b>Samples, shop drawings and manufacturer's instructions (B6)</b></p> <p>Clause 6.1 - Samples of materials All material samples and colour samples must be submitted to the Principal Agent for selections and approval of the colour, shape and finish including mechanical, electrical and plumbing equipment that will be visible. The samples shall be provided in A4 size unless otherwise agreed. General samples shall be provided for Principal Agent/Employer to choose from each type of finish The Principal Agent/Employer may reject all or part of the submitted samples and request for additional selections if the first submission are not acceptable All samples must be kept in a sample room to be provided by the contractor for reference Sample Board: The contractor shall provide a board(s) of approved samples and make available one set at the site (sample room) and one for the Employer</p>	Item	1		R	-
1,049	<p>Clause 6.1 - Samples of materials</p> <p>F:..... V:.....T:.....</p>	Item	1		R	-
1,050	<p>Clause 6.3 - Shop drawings</p> <p>F:..... V:.....T:.....</p>	Item	1		R	-
					Carried forward	

					Brought forward	
1,051	Clause 6.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....	Item	1		R	-
	<b>Deposits and fees (B7)</b>					
	Clause 7.1 - Deposits and fees					
1,052	F:..... V:..... T:.....	Item	1		R	-
	<b>Temporary services (B8)</b>					
	Clause 8.1 - Water					
1,053	F:..... V:..... T:.....	Item	1		R	-
	Clause 8.2 - Electricity					
1,054	F:..... V:..... T:.....	Item	1		R	-
	Clause 8.3 - Ablution and welfare facilities					
1,055	F:..... V:..... T:.....	Item	1		R	-
	Clause 8.4 - Communication facilities					
1,056	F:..... V:..... T:.....	Item	1		R	-
	<b>Prime cost amounts (B9)</b>					
	Clause 9.1 - Responsibility for prime cost amounts					
1,057	F:..... V:..... T:.....	Item	1		R	-
	<b>Attendance on subcontractors (B10)</b>					
	Clause 10.1 - General attendance					
1,058	F:..... V:..... T:.....	Item	1		R	-
	<b>General (B11)</b>					
	Clause 11.1 - Protection of the works					
1,059	F:..... V:..... T:.....	Item	1		R	-
	Clause 11.2 - Protection/isolation of existing works and works occupied in					
1,060	F:..... V:..... T:.....	Item	1		R	-
	Clause 11.3 - Security of the works					
1,061	F:..... V:..... T:.....	Item	1		R	-
	Clause 11.4 - Notice before covering work					
1,062	F:..... V:..... T:.....	Item	1		R	-
	Clause 11.5 - Disturbance All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the construction period or contract value whatsoever					
1,063	F:..... V:..... T:.....	Item	1		R	-
					Carried forward	

					Brought forward	
1,064	<p>Clause 11.6 - Environmental disturbance Controlling all forms of pollution - The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the site during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc. The contractor is to ensure that all roads which border the site and are used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works</p> <p>F:..... V:.....T:.....</p>	Item	1		R	-
1,065	<p>Clause 11.7 - Works cleaning and clearing Disposal of Waste Material, etc. The contractor shall provide appropriate equipment (such as chutes, if required), etc., for the rapid removal of waste material, etc., at points as agreed with the Principal Agent in writing. In addition, the contractor is to provide for adequate waste skips for the disposal of such material to be located in positions as advised by the Principal Agent in writing The contractor shall ensure that there is a maximum of a twenty four (24) hour turn-around time for the removal of all full waste skips from site. The contractor further acknowledges that the Employer reserves the right to appoint others to remove waste material and waste skips from site, should the contractor fail to meet the twenty four (24) hour turn-around time and that such costs shall be deducted from amounts due to the</p> <p>F:..... V:.....T:.....</p>	Item	1		R	-
1,066	<p>Clause 11.8 - Vermin</p> <p>F:..... V:.....T:.....</p>	Item	1		R	-
1,067	<p>Clause 11.9 - Overhand work</p> <p>F:..... V:.....T:.....</p>	Item	1		R	-
1,068	<p>Clause 11.10 - Tenant installations</p> <p>F:..... V:.....T:.....</p>	Item	1		R	-
1,069	<p>Clause 11.11 - Advertising</p> <p>F:..... V:.....T:.....</p> <p><u>Schedule of variables</u></p> <p>Information necessary for selection and completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that no specific requirements are expected or that the clause is not relevant to this specific contract</p> <p>12.1 - Provisional bills of quantities [clause 2.2]: The quantities are provisional:</p> <p>12.2 - Availability of construction documentation [clause 2.3]: Construction documentation is complete: No</p> <p>12.3 - Previous work - dimensional accuracy [clause 3.1]: Not applicable</p> <p>12.4 - Previous work - defects [clause ]: Not Applicable</p> <p>12.5 - Inspection of adjoining properties [clause 3.3]: No</p> <p>12.6 - Water [clause 8.1] Option A (by contractor): No Option B (by employer - free of charge): Yes Option C (by employer - metered): No</p> <p>12.7 Electricity [clause 8.2] Option A (by contractor): No Option B (by employer - free of charge): Yes Option C (by employer - metered): No</p> <p>12.8 - Ablution facilities [clause 8.4] Option A (by contractor) : No Option B (by employer): Yes</p> <p>12.9 - Telecommunications [clause 8.3] Telephone: Yes Facsimile: No E-mail: No</p>	Item	1		R	-
					Carried forward	

					Brought forward	
	12.10 - Protection of the works [clause 11.1]					
	12.11 - Protection/isolation of existing/sectionally occupied works [clause 11.2] Protection/isolation is required: Yes					
	12.12 - Disturbance [clause 11.5]					
	10.13 - Environmental disturbance [clause 11.6]					
	<b><u>SECTION C: SPECIFIC PRELIMINARIES</u></b>					
1,070	<p>WARRANTIES FOR MATERIALS AND WORKMANSHIP 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 the final completion of the contract. 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. 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.</p>	Item	1		R	-
1,071	<p>OVERTIME Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorized in writing, prior to the execution thereof, that costs for such overtime are to be borne by the employer. F:..... V:..... T:.....</p>	Item	1		R	-
1,072	<p>SITE INSTRUCTIONS Site instructions issued on site are to be recorded in a Site Instruction Book which is to be maintained on site by the contractor. This shall be a carbon triplicate book numbered consecutively which may be used only for the issue of site instructions. Site instructions directed at the contractor and various sub-contractors may be issued only by the principal agent or any of the professional consultants so authorized by the principal agent and must be addressed firstly for the attention of the contractor, for further distribution. Copies of all site instructions issued are to be submitted to the principal agent and the quantity surveyor at the following site meeting or not later than 21days after issue. F:..... V:..... T:.....</p>	Item	1		R	-
1,073	<p>OVERLOADING The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works e.g. scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense F:..... V:..... T:.....</p>	Item	1		R	-
<b>Carried forward to Final Summary</b>						

<u>SECTION 2</u>					
<u>BILL NO 1</u>					
<u>INTERIOR DESIGN</u>					
<b>Note: Concept designs are subject to the SAST's approval</b>					
21001	Interior design of an open bar area including all electrical, mechanical and plumbing fittings (Opera Level 1)	m2	56		
21002	Interior design of an open bar area including all electrical, mechanical and plumbing fittings (Opera Level 1)	m2	56		
21003	Interior design of an open bar area reception station including all electrical fittings (Opera Level 1)	m2	20		
21004	Interior design of an open bar area reception station including all electrical fittings (Opera Level 1)	m2	20		
21005	Interior design of a bar area including all electrical, mechanical and plumbing fittings (Opera Level 2)	m2	50		
21006	Interior design of a bar area including all electrical, mechanical and plumbing fittings (Opera Level 2)	m2	50		
21007	Interior design of a bar area including all electrical, mechanical and plumbing fittings (Drama Level 1)	m2	70		
<b>Carried forward to Final Summary</b>					



<p><b><u>SECTION 3</u></b></p> <p><b><u>BILL NO 1</u></b></p> <p><b><u>DEMOLITIONS</u></b></p> <p>For preambles see "Model Preambles for Trades (2017 Edition)" and applicable Supplementary Preambles as specified in the Trades. The said Model and Supplementary Preambles apply to all work described in this document. Tenderers are therefore referred to these documents for the full meaning and intention of all descriptions and no claims of any kind whatsoever will be entertained in this regard.</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>General</u></b></p> <p>In taking down and removing existing work the utmost care shall be observed to prevent any structural or other damage to the remaining portions of the building and the Contractor shall provide all shoring, needling, strutting, etc. to ensure the stability of all structures during the demolition work. Special care shall be exercised during the progress of the works to ensure that any electrical installations, water pipes, telephone and other services which may be encountered are not interfered with and notice shall be given to the Principal Agent if any disconnection or alterations become necessary. Any water supply and other piping that may be encountered and which is found to be necessary to disconnect or cut shall, after such disconnection or cutting has been authorized by the Principal Agent, be effectively stopped off and any new connections that may be necessary are made with proper tees, junction pieces, etc. to the satisfaction of the Principal Agent.</p> <p><b><u>Old Materials To Become The Property Of The Contractor</u></b></p> <p>Old materials from alterations, except where described to be re-used or handed over, become the property of the Contractor who may allow credit for same where provided for in these Bills of Quantities.</p> <p><b><u>Old Materials To Be Carted Away</u></b></p> <p>Old materials from the alterations, except where described to be re-used or handed over, as well as all rubbish, etc., must be regularly carted from the site and not be allowed to accumulate on or around the site.</p> <p><b><u>Old Materials Not To Be Re-Used</u></b></p> <p>None of the old materials are to be used for new work except where specifically described as being set aside for re-use.</p> <p><b><u>Handing Over Of Materials</u></b></p> <p>Where certain materials or articles from demolitions or alterations as described as to be "handed over" by the Contractor to the Principal Agent, such materials or articles shall be properly stored by the Contractor until handing over thereof. The Contractor must obtain an official receipt listing the materials or articles and dates of handing over. If the Contractor fails to submit the receipt when requested, it shall be deemed that the materials or articles are still in his possession and he will be held liable to the Employer for the full replacement value thereof, which amount will be deducted from any monies due to the Contractor.</p> <p><b><u>Disposal Of Debris, Etc.</u></b></p> <p>The Contractor shall be responsible for the removal from site of all materials, debris and rubbish resulting from the work and is deemed to be included in the rates.</p> <p><b><u>Demolition Of Structural Work</u></b></p> <p>Breaking out and removal of any structural brickwork or concrete can only be done on the written instruction of the Engineer. The Contractor must allow the Engineer two working days lead time to do the necessary inspections and issue of the relevant instructions.</p> <p><b><u>PROTECTION OF THE WORKS</u></b></p>				
---	--	--	--	--

31001	<p><b><u>Demolitions</u></b></p> <p>Any necessary demolition work shall be executed in a workmanlike, practical and safe manner under continuous supervision of a competent Foreman all in accordance with the requirements of SABS 1200 Standard Specifications as well as the OHS Act.</p>	Item	1		
31002	<p><b><u>Rates For Demolitions</u></b></p> <p>Rates for demolition work shall include for grubbing up concrete or stone foundations, concrete surface beds and brick foundation walling where applicable. Material from demolitions shall not be used for filling. Rates will also be deemed to include for any necessary disconnection and/or sealing of electricity, water supply and sewerage.</p>	Item	1		
31003	<p><b><u>Dust And Noise</u></b></p> <p>The Contractor shall take all necessary precautions including watering of the works with a jet or spray to the satisfaction of the Principal Agents to prevent any nuisance from dust and/or noise whilst carrying out the works.</p>	Item	1		
31004	<p><b><u>Screens And Barriers</u></b></p> <p>Allow for all/any tarpaulins, dust and weatherproof screens and barriers that may be necessary for the protection of the works complete including erection, maintaining and removal on completion all to the satisfaction of the Principal Agent.</p>	Item	1		
31005	<p><b><u>REMOVAL OF EXISTING WORK</u></b></p> <p><u>Breaking up and demolish existing buildings complete including all, ironmongery, sanitaryware and fittings, ceilings, etc. and cart off site</u></p> <p>Opera Level 1 bar areas (2 identical bar areas)</p>	m2	112		
31006	Opera Level 1 bar reception stations (2 identical stations)	m2	40		
31007	Opera Level 2 bar areas (2 identical bar areas)	m2	100		
31008	Drama Level 1 bar area	m2	70		
	<p>(Note that the areas are only estimates and may not necessarily reflect the actual areas on-site)</p>				
<b>Carried forward to Final Summary</b>					



<u>FINAL SUMMARY</u>		Page No		Amount
SECTION 1	Preliminaries and General			
SECTION 2	Design			
SECTION 3	Build			
	Demolitions			
	Supply and Build			
	<b>Sub-Total</b>			
	VAT (15%)		15%	
	<b>Total</b>			
			<b>Carried to Form of Tender</b>	

# The South African State Theatre

Occupational Health & Safety

## COVID 19 Health and Safety Specification

Document Title	COVID 19 Health & Safety Specification
Client	The South African State Theatre
Project Name	South African State Theatre Transformation Project – Refurbishment and upgrading of the existing bar areas
Contract Number	SAST/2021/REFURBISHMENT AND UPGRADING OF THE EXISTING BAR AREAS
Revision	0
Date	03/08/2021

## COVID 19 HEALTH AND SAFETY SPECIFICATION

### **Background:**

Coronaviruses are a large family of viruses that are found both in humans and animals. Some of these viruses are known to cause illnesses ranging from the common cold to severe respiratory diseases. Coronavirus (COVID-19) was identified in December 2019 in China. COVID-19 infections have spread to other countries in the world. Exposure to Covid-19 may cause flu-like symptoms such as coughing, sneezing, headaches, fever, sore throat and at times affect the lungs and airways of employees. Symptoms can be mild, moderate, severe or fatal.

Coronavirus Disease 2019 (COVID-19) is a respiratory disease caused by the SARS-CoV-2 virus. To reduce the impact of the COVID-19 outbreak conditions on businesses, workers, customers, and the public, all employers need to plan now for COVID-19. For employers who have already planned for influenza outbreaks involving many staff members, planning for COVID-19 may involve updating plans to address the specific sources of exposure, routes of transmission, and other unique characteristics of SARS-CoV-2 (i.e. compared to influenza virus outbreaks).

### **Introduction**

The legislation governing workplaces concerning COVID-19 is the Occupational Health and Safety Act, Act 85 of 1993, as amended, in conjunction with the Hazardous Biological Agents Regulations. Section 8 (1) of the Occupational Health and Safety (OHS) Act, Act 85 of 1993, as amended, require the employer to provide and maintain as far as is reasonably practicable, a working environment that is safe and without risks to the health of employees. Specifically, section 8(2)(b) requires steps such as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard before resorting to Personal Protective Equipment (PPE). However, in the case of COVID-19, a combination of controls are required, although the main principle is to follow the hierarchy of controls.

While engineering and administrative controls are considered more effective in minimizing exposure to SARS-cov-2, PPE may also be needed to prevent certain exposures. While the

correct use of PPE can help prevent some exposures, it should not take the place of other prevention strategies.

This is a risk assessment for dealing with the current COVID-19 situation at the construction site. It may not likely cover all scenarios, therefore, Construction Management should develop Standard Operating Procedures (SOPs) to address all the possible circumstances and make a necessary call in the interest of the health and safety of employees.

### **Definitions**

“**BCEA**” means the Basic Conditions of Employment Act, 1997 (Act No.75 of 1997)

“**COVID-19**” means Coronavirus Disease 2019

“**Disaster Management Act**” means the Disaster Management Act, 2002 (Act No.57 of 2002)

“**OHSA**” means the Occupational Health and Safety Act, 1993 (Act No.85 of 1993)

“**PPE**” means personal protective equipment

“**virus**” means SARS-Cov-2 virus

“**Worker**” means any person who works in an employer’s workplace including an employee of the employer or contractor, a self-employed person or a volunteer.

“**workplace**” means any premises or place where a person performs work

“**NICD**” means National Institute for Communicable Diseases

“**OMP**” means Occupational Medical Practitioner

### **COVID 19 Risk Assessment:**

- The Contractor must ensure that COVID 19 Risk Assessment (COVID 19 Health and Safety Plan) is conducted and submitted to the Client prior to the commencement of the construction work, it must be in line with the Client COVID 19 Health and Safety Specification.
- The Contractor must appoint COVID 19 Compliance Manager to ensure that all necessary COVID 19 safety precautions are implemented to prevent the spread.

### **Training and awareness:**

- The Contractor must ensure that all employees are inducted on COVID19 contractor risk assessment to prevent the spread.
- The Contractor must ensure that the employees are trained on COVID 19 to prevent the spread of the virus, training records must be kept in the Safety File.
- COVID-19 Direction on Health and Safety in the Workplace Government Gazette dated 29 April 2020, must be used as a guideline and be customized to a specific construction site.

- The Contractor must provide workers with information that raises awareness in any form or manner, including where reasonably practicable leaflets and notices placed in conspicuous places in the workplace informing workers of the dangers of the virus, the manner of its transmission, the measures to prevent transmission such as personal hygiene, social distancing, use of cloth masks, cough etiquette and where to go for screening or testing if presenting with symptoms.

### **Hand Hygiene:**

- The Contractor must provide adequate facilities for washing hands with soap and clean water at each construction site.
- The Contractor must provide 70% alcohol-based hand sanitisers at strategic points of the construction site.

### **Cleaning and Disinfecting surfaces:**

- The Contractor must take measures to ensure that all work surfaces and equipment are disinfected before work begins, regular during the working period and upon completion of the work.
- The Contractor must ensure frequently cleaning and disinfecting objects and surfaces that are touched regularly, particularly in areas of high use such as shared tools, taps, ablution facilities, handrails, light switches, eating and changeroom areas, shared construction vehicles, etc. using appropriate disinfecting solutions such clean water with soap and bleach.
- Where a person was tested positive for COVID-19, an incident-based risk assessment approach, as specified in the Department of Employment and Labour's Direction and the Department of Health's Guideline need to be followed.
- If the individual merely passed through the construction site without touching anything and without spending much time in face-to-face communication with other employees, simple manual surface cleaning measures would be appropriate.
- However, if the individual spent a considerable amount of time on-site, touched and handled objects, equipment and surfaces and had close contact with fellow workers, then a more comprehensive manual surface cleaning of the environment would be warranted.
- **The Department of Health does not endorse or require 'deep cleaning' that involves fumigation, demisting or fogging.** Nor does the Department of Health require such a 'certificate of cleaning'.
- The Contractor shall ensure that only the affected area on-site would be closed for cleaning and disinfection. The rest of the construction areas must remain operational.



### **Social Distancing:**

- The Contractor must arrange the construction site to ensure minimal contact between workers and as far as practicable that there is a minimum of 1,5meter distance between workers while they are working and ensure that employees adhere to these rules.
- The Contractor must ensure that social distancing measures are implemented through supervision of both the construction site and common areas outside the workplace, through queue control or within the workplace. These measures may include dividing the workers into groups or staggering break times to avoid the concentration of workers in common areas.
- The Contractor must ensure that where the minimum distance is impossible, employees must always be instructed to wear cloth mask/FFP1/2 mask, alternatively, reduce the number of workers present in the construction site at any time to achieve the required social distancing.
- The Contractor must ensure that employees working in offices are provided with physical barriers placed between their workstations.

### **Personal Protective Equipment (PPE)**

- The Contractor must ensure that every worker has a cloth mask that complies with the requirements set out in the guideline issued by Department of Trade, Industry and Competition.
- The main benefit of everyone wearing a cloth mask is to reduce the transmission of Covid-19.
- Every Contractor must ensure that workers are informed, instructed, trained about the correct use of cloth masks.
- The Contractor must ensure to issue face shield/visors where applicable as double protection

### **Point of entry screening**

- The Contractor must identify the screening area for each construction site.
- The Contractor must ensure that the daily point of entry screening is conducted when entering the construction site by a person nominated by the Contractor.
- The Contractor must ensure that all employees and visitors are screened and only those with all clear will be given clearance to carry on with construction work.
- The Contractor must ensure that during the screening a 1.5 m distance is maintained and FFP1/2 masks are worn by both the screening person and site visitors.
- The Contractor must ensure that the screening person is trained.
- The Contractor must ensure that a bottle of sanitiser is available at the screening area.

- The Contractor must ensure that the thermal device is provided during the screening process.
- The Contractor must ensure that all employees complete a COVID 19 Questionnaire which will be used to screen potential risk personnel entering the construction site.

### **Symptomatic employees**

- The Contractor must ensure that any person who ticks YES to one or more symptoms will be sent home and be advised to seek testing by a healthcare provider.
- The Contractor must ensure that employees who are sick with a continuous cough, sore throat, difficulty breathing, or high temperature in the workplace will be required to get a Covid-19 test.
- The Contractor must ensure that in a positive tested COVID 19 case, the employee is on paid sick leave in terms of section 22 of BCEA or if the employee's sick leave is exhausted, the Contractor shall apply for an illness benefit.
- The Contractor must ensure that employees confirmed to have COVID 19 are managed as per the National Department of Health COVID 19 guidelines.
- The Contractor must isolate the worker with confirmed COVID 19 case and issue them with FFP2 or surgical mask, arrange for them to be transported for further medical examination or testing in a manner that does not place other workers or members of the public at risk.
- The Contractor must ensure that the driver who is transporting the Person Under Investigation is provided with a surgical or FFP2 mask.
- The Contractor must assess the risk of transmission, disinfect the work area and refer those workers who may be at risk for screening to prevent possible transmission.
- The Contractor must advise the Communicable Disease Centre (CDC) so that other contacts can be identified and investigated.
- The Contractor must ensure that employees who tested positive for COVID 19 are not discriminated against as per the Employment Equity Act no. 55 of 1998.
- The Contractor must ensure that if there is evidence that the worker contracted COVID 19 as a result of occupational exposure, a compensation claim is lodged in terms of the Compensation for Occupational Injuries and Diseases Act no. 130 of 1993.
- The Contractor must ensure that if a worker has been diagnosed with COVID 19 and is isolated in accordance with the National Department of Health Guidelines, such persons must get clearance to return to the site.

## **Recommended Best Practice**

- The Contractor must ensure that vulnerable and 60 years old workers are identified and received a special measure for their protection.
- The Contractor must ensure that for communication strategy Microsoft Team, ZOOM, Skype or cell phones are used to prevent the spread of the COVID 19 virus.
- The Contractor must ensure to keep the workplace well ventilated by natural or mechanical means to reduce the SARS – CoV – 2 viral loads.

## **Emergency Numbers**

- Corona virus (COVID-19) 24-Hour Hotline number:0800 029 999
- Corona virus (COVID-19) WhatsApp Number: 0600 12 3456
- COVID-19 National Crisis Helpline - 0861 322 322
- NICD (National Institute of Communicable Diseases) 24-Hour toll-free hotline number:  
0800 029 999 or 0800 111 132
- SAPS gender-based violence service complaints (SAPS) - 0800 333 177
- GBV (Gender Based Violence) Command Centre -0800 428 428/ \*120\*7867# (free from any cell phone)/ SMS Line: 32312 ➤ Women Abuse Helpline - 0800 150 150
- People Opposing Women Abuse (POWA) - Tel: 011 642 4345/ Afterhours cellphone:  
0837651235
- Child Line - 0800 055 555
- Lifeline South Africa - 0800 012 322 (free on mobile networks including landlines)
- FAMSA - Advice on family relationships - 011 975 7107
- Human trafficking - Report cases of human trafficking - hotline operated by the Salvation Army and Be Heard - 08007 37283 (0 8000-rescue)
- National Human Trafficking Helpline - 0800 222 777
- Persons with Disabilities - SMS 'help' to 31531
- National AIDS Helpline - 0800 012 322
- Suicide Helpline - 0800 567 567
- Stop Gender Violence - 0800 150 15
- Substance Abuse Helpline - 0800 12 13 14

## **References**

- COVID-19 Disaster Management Act
- Occupational Health & Safety Act 85 of 1993

- The Department of Employment and Labour: Workplace Preparedness: COVID-19 (SARS-CoV-19 virus)
- COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020
- Hazardous Biological Agents Regulations
- National Institute for Occupational Health (NIOH)

**Documents required (but not limited):**

(Compliance officer appointment , Covid-19 Policy , Covid-19 site specific health and safety plan , Covid-19 site specific risk assessment,Covid-19 safe work procedures , Covid-19 site rules , Copy of Disaster management Act 57 of 2002 , Employees screening checklist,Covid-19 toolbox talks and Covid-19 Induction.)

**The Principal Contractor shall submit a suitable, sufficiently documented and coherent specific health and safety plan based on the Client documented Health and Safety Specification. The health and safety plan shall include but not limited to the following Health and Safety Plan content:**

Project title ,Covid-19 background , Introduction, Definitions, Purpose , Scope , HSE roles and responsibilities ,Risk assessment , Safe work procedures , Training and awareness , Hand hygiene , Cleaning and disinfecting tools , Social distancing , Sanitizing , Process for screening and medical surveillance of employees, Restrictions of gatherings and number of persons at work as per level, Provision of PPE and disposal ,Employee safe transportation , Displaying of Covid-19 symptoms while on duty ,Dealing with confirmed cases, Employees return to work after being tested positive , Employees experiencing symptoms at home before coming to work.

# COMPANY LOGO

## Covid-19 access into construction site, point of entry screening questionnaire:

Company / Construction Site: \_\_\_\_\_

Name and Surname: \_\_\_\_\_ Co No: \_\_\_\_\_

Line Manager Name: \_\_\_\_\_

Question:	Yes	No
1. Have you had flu or symptoms of flu in the last few weeks?		
2. Do you have a persistent cough that has started in the last few days?		
3. Do you have symptoms of fever? (red, tearing or burning eyes, sweats, clammy hands)?		
4. Do you have any signs of a respiratory infection, shortness of breath, difficulty breathing? ( <i>Self-test: Hold in your breath for 10 seconds</i> )		
5. In the last 14 to 21 days, have you travelled outside the borders of South Africa?		
6. In the last 14 to 21 days, have had contact with anybody that has travelled outside the Provincial or South African borders?		
7. Have you been near or in contact with anyone who has symptoms or tested positive for COVID-19?		
If you have answered yes to any of the above questions, please inform your supervisor immediately. Brief description of events (When, where and who else were you with: _____ _____ _____		
<b>Personal Commitment</b>		
✓ I further undertake to immediately report any change in my medical condition to my supervisor/manager!		
✓ I will always maintain excellent personal and company hygiene standards!		
✓ I will maintain and keep the minimum social distance of 1m between myself and other employees!		
✓ I will utilize PPE and sanitizers provided to me to prevent the spread of the virus!		
✓ I will ensure all equipment / materials handed over to another person has been cleaned and sanitized!		
✓ I will not abuse, misuse, share or lose the PPE and related materials / equipment issued to me!		
<b>Employee Signature</b>		
<b>Date</b>		

Temperature: \_\_\_\_\_ °C. (if temperature is at 38°C or higher refer to Process Flow Annexure 1

document then deny entry, isolate and start reporting process).

Entry Cleared Yes  No

Construction Manager/Supervisor: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_