



OCTOBER 2023

Construction Procurement Documents

For use with:

JBCC Series 2000 Principal Building Agreement; Edition 6.2, May 2018

Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement
(August 2019)

**APPOINTMENT OF A PRINCIPAL CONTRACTOR:
REHABILITATION OF KARIEGA (UITENHAGE) RAILWAY SHEDS
TENDER NUMBER: MBDA URS 10/23
VOLUME 3: THE CONTRACT**

A Tender for Category 7GB or higher CIDB Registered Contractors

<i>Issued by:</i>		<i>Prepared by:</i>	
The Chief Executive Officer Mandela Bay Development Agency		Keon Consulting	
<i>Address:</i>	PO Box 74 Port Elizabeth 6000	<i>Address:</i>	87 Westview Drive Mill Park Port Elizabeth; 6001
<i>Contact person:</i>	Debbie Hendricks	<i>Contact person:</i>	Grant Kucherera
<i>Contact number:</i>	041 811 8200	<i>Contact number:</i>	083 956 1584
<i>Contact e-mail:</i>	publictenders@mbda.co.za	<i>Contact e-mail:</i>	gkucherera@keon.co.za

NOTE:

The Tenderer is required to return the original plus 1 (one) copy of Volume 2: Returnable Documents, and the complete Bills of Quantities (C.2.2) from Volume 3: The Contract (this volume) as a complete tender offer. Failure to do so may result in the disqualification of the tender in accordance with clause 2.14 of the CIDB Standard Conditions of Tender.

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THE CONTRACT
(Volume 3)

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PART C1: AGREEMENT & CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

1. OFFER

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

Contract No.: MBDA URS 10/23

Project: APPOINTMENT OF A PRINCIPAL CONTRACTOR: REHABILITATION OF (KARIEGA) UITENHAGE RAILWAY SHEDS

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and Addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the **JBCC Series 2000 Principal Building Agreement (Edition 6.2: May 2018)** identified in the Contract Data.

The Offered Total of the Prices inclusive of Value-Added Tax is:

.....

.....

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

This offer may be accepted by the Employer by signing the acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the Contractor in terms of the Conditions of Contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

for the **Tenderer**

.....

.....
(Name and address of organization)

Name of witness:Date:

Signature of witness

.....

2. ACCEPTANCE

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

The terms of the contract are contained in:

Part C1: Agreements and Contract Data (which includes this agreement)

Part C2: Pricing Data

Part C3: Scope of Work

Part C4: Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the Schedule of Deviation (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any guarantees, proof insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now Contractor), within five (5) working days of the date of such receipt, notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

for the **Employer:** **Mandela Bay Development Agency**
 P O Box 74, PORT ELIZABETH, 6000

Name of witness Date

Signature of witness Date

3. SCHEDULE OF DEVIATIONS

Notes:

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

(i) Subject

Details

Details

Details

(ii) Subject

Details

Details

Details

(iii) Subject

Details

Details

Details

(iv) Subject

Details

Details

Details

(v) Subject

Details

Details

Details

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

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

For the Tenderer:

Signature Date

Name Capacity

.....
(Name and address of organisation)

Signature of witness Date

Name of witness

For the Employer: MBDA CEO

Signature Date

Name Capacity

**Mandela Bay Development Agency
P O Box 74, Port Elizabeth, 6000**

Signature of witness Date

Name of witness Date

4. CONFIRMATION OF RECEIPT

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

the (day)

of (month)

20..... (year)

at
(place)

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

PART C1.1: Contract Data
(Contract Data provided by the Employer)

C1. AGREEMENT AND CONTRACT DATA

C1.1 Contract Data

JBCC PRINCIPAL BUILDING AGREEMENT

The Conditions of Contract are based on clauses 1.0 to 30.0 of the **JBCC Series 2000 Principal Building Agreement (Edition 6.2: May 2018)**

Copies of these conditions of contracts may be obtained from the Association of South African Quantity Surveyors (011-315 4140), Master Builders Association (011-205 9000 / 041-365 1835) or South African Association of Consulting Engineers (011-463 2022) or South African Institute of Architects (011-486 0684 / 041- 585 8037).

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

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

<i>Clause reference</i>	<i>Description</i>	
	TENDER INFORMATION	
[CI 1.1]	Project name:	APPOINTMENT OF A PRINCIPAL CONTRACTOR: REHABILITATION OF UITENHAGE RAILWAY SHEDS (MBDA URS 10/23)
[CI 1.1]	Works Description	The scope of works includes the following, but not limited to: 1. Alterations And Demolitions 2. Earthworks, Concrete works, Masonry 3. Mezzanine 4. Toilets And Storage Blocks 5. Plumbing And Drainage 6. External Works 7. Electrical Installation 8. Mechanical Installation

APPOINTMENT OF A PRINCIPAL CONTRACTOR: REHABILITATION OF (KARIEGA) UITENHAGE RAILWAY SHEDS (MBDA URS 10/23)

		<p>9. Roofing</p> <p>10. Paintwork</p> <p>11. Structural Steelwork</p>
[CI 1.1]	Site description:	Existing Kariega (Uitenhage) Railway Sheds
[CI 1.1]	Employer: Physical address: Postal address: Telephone: Email:	Mandela Bay Development Agency 1 st Floor Tramways Building, corner of Lower Valley Road & South Union Street, Port Elizabeth PO Box 74, Port Elizabeth, 6000 041 811 8200 publictenders@mbda.co.za
[CI 1.1/6.2]	Principal Agent: Physical address: Postal address: Telephone: Facsimile: Email:	Keon Consulting 87 Westview Drive Mill Park Port Elizabeth; 6001 PO Box 34691, Newton Park, Port Elizabeth, 6055 041 363 0189 086 710 8047 gkucherera@keon.co.za
[CI 1.1/6.2]	Agent 1: Service: Physical address: Postal address:	Dell QS Quantity Surveyor 49 Saddlewood Villas Buffelsfontein Road Lovemore Heights Port Elizabeth 6070 49 Saddlewood Villas Buffelsfontein Road Lovemore Heights Port Elizabeth 6070

APPOINTMENT OF A PRINCIPAL CONTRACTOR: REHABILITATION OF (KARIEGA) UITENHAGE RAILWAY SHEDS
(MBDA URS 10/23)

	Telephone: Facsimile: Email:	082 579 5055 N/A ron@dellqs.co.za
[CI 1.1/6.2]	Agent 2: Service: Physical address: Postal address: Telephone: Facsimile: Email:	The Workplace Agency Architects 215 Villiers Road Walmer, Port Elizabeth, 6070 215 Villiers Road Walmer, Port Elizabeth, 6070 041 581 4390 N/A debbie@theworkplaceagency.co.za or Bryan Wintermeyer bryan@theworkplaceagency.co.za
[CI 1.1/6.2]	Agent 3: Service: Physical address: Postal address: Telephone: Facsimile: Email:	Carifro Consulting Engineers Electrical and Mechanical Engineers 100 Mangold Street Newton Park Port Elizabeth 6055 100 Mangold Street Newton Park Port Elizabeth 6055 041 392 9800/ 079 234 9323 N/A peter@carifro.com
[CI 1.1/6.2]	Agent 4: Service: Physical address: Postal address: Telephone: Facsimile: Email:	The Bulit Environment Experts Health and Safety Agent 02 Salsbury Ave, Mill Park, Gqeberha, 6001 N/A 041 373 0736 N/A admire@bhcbep.co.za
	CONTRACT DATA	

[CI 2.0]	Laws, regulations and notices		
[CI 2.1]	Law of the country applicable to this project	Republic of South Africa	
[CI 5.0]	Contract Documents		
[CI 5.2]	Signed Contract Documents held by the Principal Agent, or	MBDA	
[CI 5.6]	Construction document copies to be supplied to Contractor free of charge:	1 copy	
	Lump sum Priced Document, or	No	
	Priced Bills of Quantities	Yes	
	System/method of measurement	Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Seventh Edition, revised 2015).	
[CI 6.0]	Employer's Agents		
[CI 6.3]	Interest of Principal Agent or other agents in the project:	No	
	Details where "yes"		
[CI 10.0]	Insurances		
[CI 10.1.1]	Contract works insurance to be effected by:		
	Employer or Contractor:	Contractor	
	For the sum of (amount):	Contract sum plus 25%	
	With a deductible of (amount): The Contractor shall pay for all deductibles incurred as a result of claims made under the contract.	Contract value up to R10m	R10,000.00
		Contract value above R10m up to R25m	R15,000.00
		Contract value above R25m	R25,000.00
[CI 10.1.2]	Supplementary insurance to be effected by:		
	Employer or Contractor:	Contractor	
	For the sum of (amount):	Contract sum plus 25%	
	With a deductible of (amount):		

	The Contractor shall pay for all deductibles incurred as a result of claims made under the contract.	
[CI 10.1.3]	Public Liability insurance to be effected by:	
	Employer or Contractor:	Contractor
	For the sum of (amount):	R20,000,000.00 (liability limit)
	With a deductible of (amount):	R25,000,000.00 in respect of loss or damages caused by fire and underground services .
	The Contractor shall pay for all deductibles incurred as a result of claims made under the contract.	R12,500.00 in respect of all other losses
[CI 10.1.4]	Lateral Support insurance to be effected by:	
	Employer or Contractor:	N/A
	For the sum of (amount):	
	With a deductible of (amount):	
[CI 10.1.5]	Special insurance to be effected by:	
	Employer or Contractor:	N/A
	For the sum of (amount):	
	With a deductible of (amount):	
[CI 11.0]	SECURITY	
[CI 11.1.1-5]	The Contractor shall provide a guarantee for the construction to the employer	Yes
[CI 11.1.1]	The Contractor shall provide a variable Construction Guarantee	No
[CI 11.1.2]	The Contractor shall provide a fixed Construction Guarantee	Yes
	If yes, state value	Deposit of 5% of the contract sum and a 5% payment reduction of the value of each payment certificate up to a maximum of 10% of contract sum. This is based on a fixed construction guarantee.

[[CI 12.0]		Obligations of the parties – Employer	
[CI 9.2.7]	Alterations and additions to existing premises	Yes	
[CI 12.1.2]	Premises occupied	No	
[CI 12.1.3]	Relevant natural features to be retained/relocated/removed	No	
[CI 12.1.3]	Utilities connections – locations:	To be indicated on site by the Principal Agent	
[CI 12.1.4]	Areas the Contractor may not occupy	No	
[CI 12.1.5]	Statutory and/or other noticed to be complied with by the Contractor before possession of the site can be given:	Notification of the Department of Employment and Labour of intention to start work on site. All Local and National Government statutory and/or other notices and regulations at time of tender	
[CI 12.1.5]	Possession of site is to be given on:	Upon receipt of construction permit	
[CI 12.1.10]	Description of free issue by the Employer	NIL	
[CI 14.0]	Nominated Subcontractors	TBC	
[CI16.0]	Direct Contractors	TBC	
[CI19/20/24]	Practical Completion/Penalty for late completion		
[CI 19.0]	For the works as a whole, the date for Practical Completion and the penalty per calendar day:	Date:	12-Months from the date that possession of the site is given to the Principal Contractor
		Penalty amount:	R10,000.00/ Calendar Day
[CI19/20/24]	For the works in sections, the date for Practical Completion and the penalty per calendar day:	Date:	N/A
		Penalty amount:	N/A
[CI 25.0]	Payment		
[CI 25.2]	Date of issue of payment certificates	20 th of every month	
[CI25.3.4 / 26.9.5]	The Contract Value shall be adjusted according to CPAP	Yes	
[CI 25.5]	Materials and goods off site	Materials and goods off site may be included in payment certificates	
[CI 30.0]	Dispute Resolution		

30.6.1	Alternative dispute resolution nominating body	NIL
Changes to Standard JBCC Contract		
	[CI1.1]	<p>Construction Period means the period commencing on the date that possession of the site is given to the Contractor and ending on the date of Practical Completion.</p> <p>Interest means the interest rate in terms of the legislation applicable to the State.</p>
	[C 16.5 & 29 14.6]	NIL
	[CI 11.1.2]	Deposit of 5% of the contract sum and a 5% payment reduction of the value of each payment certificate up to a maximum of 10% of contract sum. This is based on a fixed construction guarantee.
	[CI 11.4 & 11.5]	Delete sub-clauses 11.4 and 11.5
	[CI 11.10]	Delete sub-clause 11.10
	[CI 12.1.1]	Delete sub-clause 12.1.1
	[CI 25.7]	<p>Replace sub-clause 25.7 with the following:</p> <p>The Employer shall pay to the Contractor the amount certified for payment in an interim payment certificate within thirty (30) calendar days of the date of the interim payment certificate issued by the Principal Agent to the Employer. Payment shall be subject to the Contractor giving the Employer a tax invoice and statement for the amount due.</p>
Additional Contract Data:		
		<p>Scope of mandatory sub-contract works:</p> <p>It is an express condition of this Contract, that the Mandela Bay Development Agency enforce that a minimum of 30% of the contract value, excluding the Principal Contractors P&G's, Contingencies and VAT, must be subcontracted to Micro Enterprises (SMME's) residing in WARD 48 of NMBM. Further, this work is to be subcontracted to a Micro Enterprise/s (SMME's) registered in the correct CIDB grading's, for the appropriate value of the subcontracted works. Post appointment, the subcontract agreement, must clearly state the scope of the work to be subcontracted, as well as the agreed rates for which the subcontractor will be paid.</p> <p>The successful bidder MUST submit signed sub-contract agreement, with rates, after receiving an appointment letter and submitted an acceptance letter within 30 days.</p>
TENDER CLOSING		
	Tender Closing Date:	<div>24 NOVEMBER 2023</div> <div>Tender Closing Time:</div> <div>12h00</div>
	Tender Closing Place:	First Floor, Tramways Building, Corner of Lower Valley Road and South Union Street, Central, Port Elizabeth

APPOINTMENT OF A PRINCIPAL CONTRACTOR: REHABILITATION OF (KARIEGA) UITENHAGE RAILWAY SHEDS (MBDA URS 10/23)

	Tenders may be submitted by email	No	MBDA etender portal or USB:	Yes
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TENDERER'S DETAILS			
Name:			
Legal entity of above:		Contact person:	
Business registration number:		Telephone number:	
VAT/GST:		Mobile:	
Country:		E-mail:	
Postal address:			
		Postal code	
Physical address:			
		Postal code:	

PART C1.2: Acceptance of Tender Conditions

C1 AGREEMENT AND CONTRACT DATA

C1.2: Acceptance of tender conditions

By submission of this tender to the **Employer** the Tenderer offers and agrees to execute and complete the **works** and remedy any **defects** in conformity with the specification for the tender sum stated

The tender shall remain in full legal force for one hundred and twenty **(120) days** from the closing date of the tender. The Tenderer accepts liability for **damages** that may be suffered by the **Employer** should the tender validity period not be honoured.

The lowest or any offer will not necessarily be accepted by the **Employer**.

TENDER SUM COMPILATION		Amount
Tenderer's work excluding tax		
Tax	15%	
Total tender sum including tax		
Total tender amount including tax in words		

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

Signature:		Place:	
Name:		Date:	
	Witness		

PART C1.3: Occupational Health & Safety Agreement

C1 AGREEMENT AND CONTRACT DATA

C1.3: Occupational Health and Safety Agreement

ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL SAFETY

ACT, 1993

BETWEEN

MANDELA BAY DEVELOPMENT AGENCY

(Hereinafter referred to as the “**Employer**”)

AND

.....
Herein represented by: in his/her capacity as:

....., duly authorized by virtue of a resolution dated

....., 20..... ; attached hereto as Annexure A, of the said:

....., herein after referred to as the “**CONTRACTOR**”).

WHEREAS the **CONTRACTOR** is the mandatory of the **EMPLOYER** as contemplated in an agreement in respect of:

project name:

contract number:

AND WHEREAS section 37 of the Occupational Health and Safety act, 1993 (Act 85 of 1993, hereinafter referred to as the “**ACT**”), imposes certain powers and duties upon the **EMPLOYER**,

AND WHEREAS the parties have agreed to enter into an agreement in terms of section 37(2) of the **ACT**

NOW THEREFORE the parties agree as follows:

- a. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
- b. The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with. Provided that should the EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
- c. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.
- d. The CONTRACTOR agrees that duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with the undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate records held by the CONTRACTOR or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
- e. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be.

For and on behalf of the Tenderer:

Name of organisation:

Address:

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(MBDA URS 10/23)

Authorised Agent (s):

Name	Capacity	Signature	Date

Witness:

Name:

Signature:

Date:

For on behalf of the Employer:

Name of organisation:

Address:

Authorised Agent (s):

Name	Capacity	Signature	Date

Witness:

Name:

Signature:

Date:

APPOINTMENT OF A PRINCIPAL CONTRACTOR: REHABILITATION OF (KARIEGA) UITENHAGE RAILWAY SHEDS
(MBDA URS 10/23)

PART C1.4: Adjudicator Agreement for use with the JBCC 2000 Contracts

C1 AGREEMENT AND CONTRACT DATA

C1.4: Adjudicator Agreement for use with the JBCC 2000 Contracts

This agreement is made on the day of, 20, between:

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

.....(address)

and

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

.....(address)

(the Parties) and

.....(name of adjudicator)

.....(address)

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

....., and known as

.....and these disputes or differences

shall be/have been* referred to adjudication in accordance with the JBCC 2000 Adjudication Rules, (hereinafter called “the Procedure”) and the Adjudicator may be or has been requested to act.

**Delete as necessary*

IT IS NOW AGREED as follows:

11. The rights and obligations of the Adjudicator and the Parties shall be as set out in the JBCC 2000 Adjudication Rules.

12. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the JBCC 2000 Adjudication Rules.

APPOINTMENT OF A PRINCIPAL CONTRACTOR: REHABILITATION OF (KARIEGA) UITENHAGE RAILWAY SHEDS (MBDA URS 10/23)

13. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.
14. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
15. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either party.

	For the Procuring Party	For the Supplying Party
Signature (s): <i>Who warrant what they are duly authorised to sign for and on behalf of the Parties:</i>		
Name (s) (print):		
Position in organisation:		
On behalf of (name of organisation):		
Signature of witness (s):		
Name (s) (print):		
Date:		
and signed by the Adjudicator:		
Signature (s):		
Name (s) (print):		
Date:		

PART C2: PRICING DATA

C2.1: Pricing Instructions

C2 PRICING INSTRUCTIONS

C2.1 Pricing Instructions

Tender Documents

The Tender Document is divided and bound into **three** parts, namely:

VOLUME 1 – Tendering Procedures

VOLUME 2 – Returnable Documents

VOLUME 3 – The Contracts (Bills of Quantities)

Bills of Quantities

No alterations, erasure, omission or addition is to be made in the text and conditions of these Bills of Quantities and should any such alterations, amendments, note or addition be made, the same will not be recognized, but the reading of these Bill of Quantities as prepared by the Quantity Surveyor will be adhered to.

The Contractor is warned that should he use any quantities appearing in these Bills of Quantities for the purpose of ordering material, he does so at his own risk and no liability whatsoever will be admitted by the Employer, or Quantity Surveyor for the correctness of such Quantities.

Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.

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

The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as

well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out

A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities.

Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.

The units of measurement described in the Bills of Quantities are metric units. Abbreviations which may be used in these Bills of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	P C sum	=	Prime Cost sum
m ³ .km	=	cubic metre-kilometre	Prov sum	=	Provisional sum
l	=	litre	%	=	per cent
kl	=	kilolitre	kW	=	kilowatt
MN.m	=	meganewton-metre	MPa	=	megapascal

Standard System of Measuring Building Works

The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors Seventh Edition, revised 2015).

Trade Names

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

SANS 1200 Specification

All references in these Bills of Quantities to Specifications of the Bureau of Standards shall be deemed to be reference to the latest issues of such Specifications, and any subsequent amendments thereto. All articles, materials or items described that involves civil work is to conform to the SANS 1200 Specifications must bear the SANS 1200 mark.

Building Works Specifications

All references in these Bills of Quantities to Specifications of the Bureau of Standards shall be deemed to be reference to the latest issues of such Specifications, and any subsequent amendments thereto. All articles, materials or items described that involves building work is to conform to the Particular Specification for Building Works (included as an Annexure).

Payment

The amount of the Preliminaries to be included in each monthly payment certificate shall be Assessed as an amount prorated to the value of the work duly executed in the same ratio as the Preliminaries bears to the total prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract

Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works and the amounts already paid to the Contractor.

The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:

- a. an amount which is not to be varied, namely Fixed (F);
- b. an amount which is to be varied in proportion to the contract value, namely Value Related (V);

c. and an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).

Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:

- a. 10 percent is Fixed;
- b. 15 percent is Value Related; and
- c. 75 percent is Time Related

The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

Value Added Tax

The Tender price must include for Value Added Tax (VAT). All rates in these bills of quantities must however be net with VAT calculated and added to the total value thereof in the Final Summary.

Conditions of Contract

The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 6.2, May 2018. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

C2.2: Bill of Quantities

C2 PRICING INSTRUCTIONS

C2.2 Bills of Quantities

CONTENTS

Section 1:	Preliminaries
Section 2:	Alterations and Demolitions (Provisional)
Section 3:	Main Building
Section 4:	Mezzanine
Section 5:	Toilets and Storage Blocks
Section 6:	Plumbing and Drainage
Section 7:	External Works
Section 8:	Electrical Installation
Section 9:	Mechanical Installation
Section 10:	Provisional Sums
Section 11:	Materials on Site
Section 12:	Contingencies
Section 13:	CPAP

PART C3: SCOPE OF WORK

C3.1: SCOPE OF WORK

	<i>topic</i>	<i>commentary</i>
C3.1.1	DESCRIPTION OF WORKS	
C3.1.1.1	Employer's Objectives	<p>The Mandela Bay Development Agency (MBDA) was mandated by the Nelson Mandela Bay Municipality (NMBM) as a trans-disciplinary implementing agent for programmes, projects, and events across the city. The Mandate was expanded over time to include various other mandate areas, including Kariega and Despatch.</p> <p>The Uitenhage Railway Sheds project located in the central area of Kariega, is a development that the Mandela Bay Development Agency has been vested in since early 2008. The purpose of the project was to redevelop the Railway Sheds to contribute to the spatial and social transformation of a potential commercial, leisure and tourism precinct. The precinct lends itself to becoming a vibrant node for Kariega, offering opportunity to live, work and play close to the heart of the inner city of Kariega.</p> <p>The employer is further committed to ensure that the Mandela Bay Development Agency enforce that a minimum of 30% of the contract value, excluding the Principal Contractors P&G's, Contingencies and VAT, must be subcontracted to Micro Enterprises (SMME's).</p>
C3.1.1.2	Overview of Works	
C3.1.1.3	Extent of the Works	<p>The scope of works includes the following, but not limited to:</p> <ol style="list-style-type: none"> 1. Alterations And Demolitions 2. Earthworks, Concrete works, Masonry 3. Mezzanine 4. Toilets And Storage Blocks 5. Plumbing And Drainage 6. External Works

		<p>7. Electrical Installation</p> <p>8. Mechanical Installation</p> <p>9. Roofing</p> <p>10. Paintwork</p> <p>11. Structural Steelwork</p>
C3.1.1.4	Location of the Works	Kariega (Uitenhage) Railway Sheds
C3.1.1.5	Temporary Works	Scaffolding, others to be determined.
C3.1.2	DESIGN AND DRAWINGS	
C3.1.2.1	Employer's Design and Drawings	<p>The Employer shall be responsible for the concept design, construction and detail documents for tender, final design and construction documents for construction and as-built drawings.</p> <p>All design drawings prepared by the Employer are available with the tender document.</p>
C3.1.2.2	Contractor's Design Brief	Workshop drawings to be provided by the Contractor.
C3.1.3	PROCUREMENT	
C3.1.3.1	Preferential Procurement Procedures	The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the Preferential Procurement Regulations 2022 and the Mandela Bay Development Agency's Supply Chain Management Policy of 2023.
C3.1.3.2	Scope of Mandatory Subcontract works	TBC
C3.1.3.3	Preferred subcontractors/suppliers	<p>It is an express condition of this Contract, that the Mandela Bay Development Agency enforce that a minimum of 30% of the contract value, excluding the Principal Contractors P&G's, Contingencies and VAT, must be subcontracted to Micro Enterprises (SMME's) residing in WARD 48 of NMBM. Further, this work is to be subcontracted to a Micro Enterprise/s (SMME's) registered in the correct CIDB grading's, for the appropriate value of the subcontracted works. Post appointment, the subcontract agreement, must clearly state the scope of the work to be subcontracted, as well as the agreed rates for which the subcontractor will be paid.</p> <p>The successful bidder MUST submit signed sub-contract agreement, with rates, after receiving an appointment letter and submitted an acceptance letter within 30 days.</p>
C3.1.3.4	Subcontracting procedures	Nominated / Selected Subcontract: Competitive tenders shall be invited in respect of each of the above portions of the works in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction

		<p>Procurement. The Contract Data in the associated procurement documents shall be based on the use of JBCC Series 2000 Nominated / Selected Subcontract Agreement with minimal project specific variations and amendments that do not change their intended usage.</p> <p>The Employer together with the Contractor shall evaluate the tenders received in accordance with the provisions of the Standard Conditions of Tender contained in Annex F of Standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the Employer and from the Contractor.</p> <p>The Contractor shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.</p> <p>SMME: Scope of mandatory subcontract works</p> <p>It is an express condition of this Contract, that the Mandela Bay Development Agency enforce that a minimum of 30% of the contract value, excluding the Principal Contractors P&G's, Contingencies and VAT, must be subcontracted to Micro Enterprises (SMME's) residing in WARD 48 of NMBM. Further, this work is to be subcontracted to a Micro Enterprise/s (SMME's) registered in the correct CIDB grading's, for the appropriate value of the subcontracted works. Post appointment, the subcontract agreement, must clearly state the scope of the work to be subcontracted, as well as the agreed rates for which the subcontractor will be paid.</p> <p>The successful bidder MUST submit signed sub-contract agreement, with rates, after receiving an appointment letter and submitted an acceptance letter within 30 days.</p> <p>The Principal Contractor must request quotation (s)/ rate submissions from the SMME's for the identified SMME Packages. The quotation (s)/ rates submitted will be adjudicated by the Principal Contractor and the Employer before an appointment is made.</p> <p>The scope of the work to be subcontracted is the prerogative of the Contractor/ SMME's.</p> <p>The contractual relationship between the Contractor and any of the Subcontractors shall be the same as if the Contractor had appointed these subcontractors in terms of Clause 4.4.2 of the Conditions of Contract. The Contractor shall take full responsibility for these subcontractors.</p>
C3.1.4	CONSTRUCTION	

APPOINTMENT OF A PRINCIPAL CONTRACTOR: REHABILITATION OF (KARIEGA) UITENHAGE RAILWAY SHEDS
(MBDA URS 10/23)

C3.1.4.1	Applicable SANS 2001 standards	SANS 2001: Construction Works, Part CS1: Structural Steelwork
C3.1.4.2	Applicable National and International standards	<p>SANS 10313:2005 Protection of structures against lightning.</p> <p>SANS 10005:2005 Preservation treatment of timber</p> <p>SANS 10021:2002 The waterproofing of buildings (including damp proofing and vapour barrier installation).</p> <p>SANS 10062:2003 The fixing of interlocking concrete roof tiles.</p> <p>SANS 10064:2005 The preparation of steel surfaces for coating.</p> <p>SANS 10070:1991 The laying of resilient thermoplastic and similar flexible floor covering materials.</p> <p>SANS 10100: The structural use of concrete. Part 1:2000 Design. Part 2:1992 Materials and execution.</p> <p>SANS 10107:1996 The design and installation of ceramic tiles.</p> <p>SANS 10109 Concrete floors. Part 1:1995 Bases to concrete floors Part 2:2004 Finishes on concrete floors</p> <p>SANS 10112:2003 The installation of polyethylene and uPVC pipes</p> <p>SANS 10137:2002 The installation of glazing materials in buildings</p> <p>SANS 10142-1:2003 The wiring of premises Part 1: low voltage Installations</p> <p>SANS 10145:2000 Concrete masonry construction</p>

		<p>SANS 10155:1980 Accuracy in buildings</p> <p>SANS 10162 The structural use of steel</p> <p>Part 1:2005 Limit-states design of hot-formed steelwork</p> <p>Part 2:1993 Limit-states design of cold-formed steelwork</p> <p>Part 4:1997 The design of cold-formed stainless steel structural Members</p> <p>SANS 10163 The structural use of timber</p> <p>Part 1:2003 Limit-states design</p> <p>Part 2:2001 Allowable stress design</p> <p>SANS 10164 The structural use of masonry</p> <p>SANS 1200 C – 1980 Site Clearance (As amended 1982)</p> <p>SANS 1200 D – 1988 Earthworks (As amended 1990)</p> <p>SANS 1200 DA – 1988 Earthworks (small works) (As amended 1990)</p> <p>SANS 1200 DB – 1989 Earthworks (Pipe Trenches)</p> <p>SANS 1200 DK – 1996 Gabions and Pitching</p> <p>SANS 1200 DM – 1981 Earthworks (Road, Subgrade)</p> <p>SANS 1200 G – 1982 Concrete (Structural)</p> <p>SANS 1200 GB – 1984 Concrete (Buildings)</p> <p>SANS 1200 HA – 1990 Structural Steel Works</p> <p>SANS 1200 HC – 1988 Corrosion Protection of Structural Steelwork</p> <p>SANS 1200 L – 1983 Medium Pressure Pipelines</p> <p>SANS 1200 LB – 1983 Bedding (Pipes)</p> <p>SANS 1200 LC – 1981 Cable Ducts</p> <p>SANS 1200 LE – 1982 Stormwater Drainage</p> <p>SANS 1200 LK – 1996 Valve Installations</p> <p>SANS 1200 M – 1996 Roads (General)</p> <p>SANS 1200 ME – 1981 Sub Base</p> <p>SANS 1200 ME – 1981 Base</p> <p>SANS 1200 MF – 1981 Segmented Paving</p>
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		<p>SANS 1200 MJ – 1984 Semented Paving</p> <p>SANS 1200 MK – 1983 Kerbing and Channelling</p> <p>SANS 1200 MM – 1984 Ancillary Roadworks</p>
C3.1.4.3	Particular/generic specifications	<p>PAA: Appointment of CLO & Labour employment conditions</p> <p>PA: Standard Conditions</p> <p>PB: Security and Fencing</p> <p>PC: Stockproof Fencing</p> <p>PD: Concrete Block Paving</p> <p>PE: Earthworks</p> <p>PF: Framework</p> <p>PG: Steel Reinforcement</p> <p>PH: Precast Concrete Work</p> <p>PI: General Concrete</p> <p>PJ: Masonry</p>
C3.1.4.4	Certification by recognized bodies	<p>The following institutions may certify alternative materials or building systems for inclusion in the works:</p> <p>Agrément Board of South Africa</p>
C3.1.4.5	Agrément certificates	<p>The requirements for providing an Agrément certificate for the use of alternative materials or building systems are:</p> <p>A full and complete copy of the certificate is to be provided;</p> <p>The certificate must be valid;</p> <p>Only the certificate holder or his registered licensee may erect or install the product or system, in accordance with the conditions and restrictions of the certificate, if applicable;</p> <p>The certificate number must be stipulated on contract documents;</p> <p>Any variations or deviations from the certificate must be approved by Agrément South Africa;</p> <p>The proposed material or system, and its location, must be suitable for the purpose and complies with the conditions of certification.</p>
C3.1.4.6	Plant and materials supplied by the employer	<p>The following plant and materials will be provided by the Employer:</p> <ol style="list-style-type: none"> 1. Steel Trusses located around 10km from site

C3.1.4.7	Materials, samples and shop drawings	<p>The requirements for proof of compliance with materials specifications, samples and shop drawings are:</p> <p>Material specifications:</p> <p>Where required by the Principal Agent the Contractor shall provide copies of SANS or Agrément certificates, or other reasonable evidence, to the satisfaction of the Principal Agent, that the materials do comply.</p> <p>Samples:</p> <p>The contractor shall provide samples of materials and specimens of finishes as called for by the Principal Agent for his approval. The required samples of materials required are as listed in specification data.</p> <p>Shop drawings:</p> <p>The contractor shall provide shop drawings as called for by the Principal Agent for his approval. The Principal Agent's approval shall be limited to checking for general conformity with design and specification and shall not alter the design responsibilities or relieve the Contractor from compliance with the specification.</p>		
C3.1.4.8	Services and facilities provided by the Employer	<p>The services and facilities to be provided by the Employer are:</p> <p>Location:</p> <p>The Contractor shall agree the location of all temporary services with the Principal Agent before installation and on completion remove the same and make good.</p> <p>Water:</p> <p>The Employer does not warrant that any water supply that may exist is adequate for the proper execution of the Works. Where such supply is inadequate, the Contractor shall provide an adequate supply at his own cost. Water for the Works shall be provided by:</p> <p>Water Option A</p> <p>Electricity:</p> <p>The Employer does not warrant that any electricity supply that may exist is adequate for the proper execution of the Works. Where such supply is inadequate, the Contractor shall provide an adequate supply at his own cost. Electricity for the Works shall be provided by:</p> <p>Electricity Option A</p>		
		Water	Option A	The Contractor including necessary temporary plumbing

			Option B	The Employer free of charge to the Contractor who shall connect to the existing water supply at approved points and execute any necessary temporary plumbing.
			Option C	The Employer to the Contractor who shall make connections to the existing water supply at approved points, supply and install meters and execute any necessary temporary work. The Employer shall meter the consumption for which the contractor shall be responsible.
		Electricity	Option A	The Contractor including necessary temporary installation work.
			Option B	The Employer free of charge to the Contractor who shall connect to the existing electricity supply at approved points and execute the necessary temporary installation.
			Option C	The Employer to the Contractor who shall make connections to the existing electricity supply at approved points, supply and install meters and execute necessary temporary work. The Employer shall meter the consumption for which the Contractor shall be responsible.
C3.1.4.9	Other facilities and services	<p>Temporary facilities necessary for providing the works which are not provided by the Employer include:</p> <p>Site Office: The contractor shall have a site office which shall be used for site meetings and for the contractor's use. Such an office shall comprise a minimum of 20m2 in area and 3 m high, electricity and water supply, be ventilated with air-conditioning, have good insulation, must be reasonably soundproof, and have a hard floor construction. It shall be furnished with a desk on which drawings can be rolled open and on which there is sufficient writing space and sufficient temporary chairs or benches to accommodate all persons present at site meetings. A printer and scanner shall be situated in the site office for printing and scanning of documents in both A3 and A4 sizes.</p> <p>Telecommunication facilities: The contractor shall provide a telephone facility on site at all times and shall be entitled to recover usage costs from the users thereof.</p> <p>Ablution facilities: The contractor shall provide adequate ablution facilities for the use of all personnel engaged on the works and shall maintain such facilities in a clean and tidy condition.</p>		

		<p>Security: The contractor shall take all appropriate measures for general security of the works.</p> <p>First Aid: The contractor shall provide and maintain all first-aid facilities required by law.</p>												
C3.1.5	MANAGEMENT													
C3.1.5.1	Applicable SANS 1921 standards	<p>The following parts of SANS 1921 Construction works standards and associated specification data are applicable to the works:</p> <ul style="list-style-type: none">• SANS 1921-1:2004: General Engineering and construction works• SANS 1921-3:2004: Structural Steelwork• SANS 1921-5:2004: Earthworks activities which are to be performed by hand• SANS 1921-6:2004: HIV/AIDS awareness <p>The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.</p> <p>Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.</p> <p>The associated Specification Data is as follows:</p> <p>SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works:</p> <table><tr><td>Clause number:</td><td>Specification data</td></tr><tr><td colspan="2">Essential Data:</td></tr><tr><td>4.1.7</td><td>There are no specific requirements for drawings, information and calculations for which the contractor is responsible.</td></tr><tr><td>4.2.1</td><td>The responsibility strategy assigned to the contractor for the works is A: Contractor only responsible for design of temporary works.</td></tr><tr><td>4.2.2</td><td>The structural engineer is: Keon Consulting</td></tr><tr><td>4.3.1</td><td><p>The planning, programme and method statements are to comply with the following:</p><p>The Contractor shall prepare, and be responsible for, a programme for the works in sufficient detail as to diagrammatically represent the units of</p></td></tr></table>	Clause number:	Specification data	Essential Data:		4.1.7	There are no specific requirements for drawings, information and calculations for which the contractor is responsible.	4.2.1	The responsibility strategy assigned to the contractor for the works is A: Contractor only responsible for design of temporary works.	4.2.2	The structural engineer is: Keon Consulting	4.3.1	<p>The planning, programme and method statements are to comply with the following:</p> <p>The Contractor shall prepare, and be responsible for, a programme for the works in sufficient detail as to diagrammatically represent the units of</p>
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			<p>work to enable the Principal Agent to assess the progress of the works.</p> <p>The programme shall indicate the dates for commencement, execution, interim completion and practical completion. The programme shall be agreed and coordinated with the Sub-contractors and shall allow sufficient time for the Sub-contractors to achieve interim completion of their portion of the subcontracted works.</p> <p>The Contractor shall implement and modify the programme should any significant deviations take place.</p> <p>The Contractor shall provide copies of the programme and its supporting documents with all updates for the Principal Agent and/or the Sub-contractors where relevant.</p>
		4.3.3	The notice period for inspection is 48 hours
		4.7.3	<p>The over-break allowances for blasting are provided for in the scope of work.</p> <p>N/A</p>
		4.9.3	<p>The trees and shrubs which are not to be disturbed are identified in the scope of work or indicated on architect's drawings.</p> <p>N/A</p>
		4.12.1	<p>The samples of materials, workmanship and finishes that the contractor is to provide and deliver to the employer are and to be kept in site office:</p> <ol style="list-style-type: none"> 1. Brick samples 2. Paving samples 3. Timber samples 4. Insulation material 5. Roof sheeting 6. Carpet tiles 7. Ironmongery 8. Sanitary fittings (all inclusive) 9. Floor tiles 10. Wall tiles 11. Edge trims 12. Other related samples as required

		4.12.2	<p>The fabrication drawings that the contractor is to provide and deliver to the employer are:</p> <ol style="list-style-type: none"> 1. Structural Steel drawings 2. Timber fabrication drawings 3. Shopfront drawings 4. Lift shop drawings
		4.14.3	<p>The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:</p> <p>The contractor shall have a site office which shall be used for site meetings and for the contractor's use. Such an office shall comprise a minimum of 20m² in area and 3 m high, electricity and water supply, be ventilated with air-conditioning, have good insulation, must be reasonably soundproof, and have a hard floor construction. It shall be furnished with a desk on which drawings can be rolled open and on which there is sufficient writing space and sufficient temporary chairs or benches to accommodate all persons present at site meetings. A printer and scanner shall be situated in the site office for printing and scanning of documents in both A3 and A4 sizes.</p>
		4.14.5	<p>The Contractor is required to provide latrine and ablution facilities.</p>
		4.14.6	<p>The requirements for the provision and erection of separate sign boards for consultants and subcontractors are:</p> <p>The main notice-board must comply with the official standard type signboard of the South African Institute of Architects – details of which are available from the Employer. The board must include the title of the project, and the names of the Employer, all professional Consultants/Service Providers and the Contractor. The board is to be erected in a position on site agreed with the Principal Agent.</p> <p>The Contractor may also provide a secondary notice-board of an approved design with the designation and names of all sub-contractors thereon. The board is to be erected in a position on site agreed with the Principal Agent. The</p>

			<p>Contractor shall not allow individual subcontractors boards or advertising material on the site without the approval of the Principal Agent.</p> <p>The boards must be constructed with a firm flat exposed face using suitable material of firm construction, painted and lettered according to the standard drawings available from the Employer on request and mounted on sturdy pipe-standards at a height of 1800mm above natural ground level.</p>
		4.17.1	<p>The requirements for the termination, diversion or maintenance of existing services are:</p> <p>None</p>
		4.17.3	<p>Services which are known to exist on the site are:</p> <ol style="list-style-type: none"> 1. Sewer main 2. Water 3. Electrical 4. Storm water
		4.17.4	<p>The requirements for detection apparatus are:</p> <p>None</p>
		4.18	<p>The additional health and safety requirements are:</p> <p>The tenderer is referred to the Employer's Generic Health and Safety Specification</p>
		4.22	<p>The works to be undertaken by Nominated and Selected Subcontractors comprise:</p> <p>TBC</p>
		Variations:	
		<i>Clause number:</i>	<i>Specification data:</i>
		Additional Clauses:	
		<i>Clause number:</i>	<i>Specification data:</i>
		4.18.14	<p>In terms of section 43 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993): Construction Regulations, 2014, the Employer shall not appoint a Contractor to perform construction work unless the</p>

			<p>Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfillment of all the applicable requirements of the Act and the Regulations.</p> <p>The Contractor shall thus either employ his/her own competent resources, hire and/or train own resources until competency is achieved, or subcontract specialist competent resources in order to achieve compliance with the regulations.</p> <p>The Contractor shall note and comply with all requirements as contained in the Employer's General Health and Safety Specification.</p>
		4.19.3	<p>The Contractor shall conduct all operational activities in an environmentally friendly manner and endeavor to rectify impacts on the environment caused by operational activities.</p> <p>The Contractor shall conduct activities in a manner designed to avoid or minimise risk of harm to the environment and to human health and safety, including the effects of pollution, control of waste, litter, disturbance to ecosystems disturbance to cultural heritage sites and loss of biodiversity.</p> <p>All applicable environmental legislation shall be complied with.</p>
C3.1.5.2	Recording of weather	<p>For the purposes of claiming for a revision of the date for practical completion, the requirements for the recording and gathering of weather data are:</p> <p>The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures and all other inclement weather conditions in a site book. Such book shall be handed to the employer's representative for his signature no later than 12 days after inclement weather that is considered to justify an extension of time occurs.</p>	
C3.1.5.3	Management meetings	<p>Requirement for management meetings are:</p> <p>The Principal Agent, Contractor's designated representative and other Agents/Consultants as required shall hold meetings related to the progress of the works, technical issues and sub-contractor coordination matters at regular intervals not exceeding every 2 weeks, or at such other times as may be necessary. Sub-contractors shall not be present at the meetings unless specifically requested by the Principal Agent or Contractor.</p>	

		<p>The Contractor shall attend all site meetings and ensure that all persons under his jurisdiction are notified timeously of all site meetings should their attendance be required. All persons attending site meetings are to have the necessary delegated authority in respect of aspects such as planning, change management, and health and safety.</p> <p>The Contractor shall complete the standard Contractor's Progress Report, updated Programme, SMME report, CLO report as listed in clause 5.4: Forms for contract administration, and annexed to the Scope of Work. The progress report is to be updated and submitted, on at least a monthly basis, to the Principal Agent before the site meeting.</p>
C3.1.5.4	Forms for contract administration	<p>The following are the requirements for the use of standard forms for contract administration:</p> <p>Contractor's Progress Report, Updated Programme, SMME report, CLO report for Site Meetings.</p> <p>This form is to be updated and completed by the Contractor and submitted to the Architect / Principal Agent at every site meeting.</p> <p>Claim for Revision of the Date for Practical Completion.</p> <p>This form shall be used by the Contractor to submit a claim for a delay and the revision of the date for practical completion.</p> <p>The forms are attached as annexures to the Scope of Work and are available in electronic format (MS Word) from the Employer on request.</p>
C3.1.5.5	Electronic payments	<p>Should the Service Provider request electronic payment the following banking information is required:</p> <p>Name of account holder</p> <p>Name of bank</p> <p>Branch code</p> <p>Account number</p> <p>Type of account</p>
C3.1.5.6	Daily records	<p>The Contractor is to keep a site diary for recording the following site information:</p> <p>Progress of the works</p> <p>Contractor's & Subcontractor's personnel on site</p> <p>Delays, possible delays and inclement weather</p> <p>Delivery of materials to site</p> <p>Plant & equipment on site</p>

		Long lead time schedule
C3.1.5.7	Bonds and guarantees	The original guarantee shall be lodged with the Employer who shall retain the document until issuing of certificate of completion. The original guarantee shall be returned to the Contractor after issuing of certificate of completion.
C3.1.5.8	Payment certificates	<p>Requirements for substantiation of claims to expedite verification and certification are:</p> <p>The Contractor shall co-operate with and assist the Quantity Surveyor or Principal Agent in the preparation of the valuation information for payment certificates by providing to the Quantity Surveyor or Principal Agent all relevant documents (including invoices, rate-breakdowns, quotations, record of measures etc.) and quantified assessments of work completed and materials and goods.</p> <p>EPWP reporting as requested by the EPWP coordinator (monthly).</p>
C3.1.5.9	Permits	<p>The requirements for the Contractor's staff to have security permits and the like are:</p> <p>All personnel employed by the Contractor and his subcontractors on the Works, shall at all times display suitable identification and shall wear identifiable company workwear. The Employer reserves the right to request names, identification numbers and addresses of all personnel engaged on the Works.</p>
C3.1.5.10	Proof of compliance with the law	<p>Documents/methods by which compliance with any legislation is to be verified is:</p> <p>There are no specific requirements for documents or methods by which compliance with any legislation is to be verified, however the Employer reserves the right to request suitable proof of compliance with legislation from the Contractor, in an appropriate format, and as necessary and required.</p>
C3.1.5.11	Insurance provided by the Employer	Not applicable

3.1.6.3 Procurement

3.1.6.3.1 Preferential Procurement Procedures

Requirements

Tenders will be evaluated in terms of the Mandela Bay Development Agencies Supply Chain Management Policy, as adopted in 2023.

Resources standards pertaining to targeted procurement

Tenders will be evaluated in terms of the Mandela Bay Development Agencies Supply Chain Management Policy, as adopted in 2023.

C3.16.3.2 Subcontracting

Scope of mandatory subcontract works (SMME's)

It is an express condition of this Contract, that the Mandela Bay Development Agency enforce that a minimum of 30% of the contract value, excluding the Principal Contractors P&G's, Contingencies and VAT, must be subcontracted to Micro Enterprises (SMME's) residing in **WARD 48 of NMBM**. Further, this work is to be subcontracted to a Micro Enterprise/s (SMME's) registered in the correct CIDB grading's, for the appropriate value of the subcontracted works. Post appointment, the subcontract agreement, must clearly state the scope of the work to be subcontracted, as well as the agreed rates for which the subcontractor will be paid.

The successful bidder **MUST** submit signed sub-contract agreement, with rates, after receiving an appointment letter and submitted an acceptance letter within 30 days.

The scope of the work to be subcontract is the prerogative of the Contractor and SMME. The Principal Contractor must request quotation (s)/ rate submissions from the SMME's for the identified SMME Packages. The quotation (s)/ rates submitted will be adjudicated by the Principal Contractor and the Employer before an appointment is made.

The contractual relationship between the Contractor and any of the Subcontractors shall be the same as if the Contractor had appointed these subcontractors in terms of Clause 4.4.2 of the Conditions of Contract. The Contractor shall take full responsibility for these subcontractors.

The contractual relationship between the Contractor and any of the Subcontractors shall be the same as if the Contractor had appointed these subcontractors in terms of Clause **4.4.2**

of the Conditions of Contract. The Contractor shall take full responsibility for these subcontractors.

For non-compliance with Micro Enterprises (SMME) targets, the penalty will be as follows :

Should the contractor fail to meet the minimum requirement of subletting at least minimum 30% of the Contract value to Micro Enterprises (SMME's emerging sub - contractors), a penalty of 1.2 * the value of the amount to be sublet, minus the actual value sublet, will be implemented. This amount will be deducted from the Contractor's payment certificate.

Payment terms

SMME's

The Main Contractor will also make allowance that all CIDB registered SMME's must be paid in **14 days (working days)** from the date of their invoice submission, irrespective whether the Main Contractor has been paid or not by the Employer.

The following shall further apply if one of the identified work packages is for the Electrical Work:

a. Specialist Subcontractors:

The following portion of the Works may be subcontracted to a specialist subcontractor:

The supply and installation of the electrical reticulation. The specialist subcontractor to be appointed by the Contractor for the supply and installation of the electrical reticulation and lights must be registered with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a EB class of construction work.

The specialist electrical subcontractor must further have a registered three phase electrician in their permanent employment of the company.

b. Micro Enterprise Subcontractors (General SMME's):

This section provides the specifications that relate to the contractor's implementation of the policies and initiatives of the Government, community participation, and employment of Micro Enterprises (ME). These specifications should be read in conjunction with the various statutes and legislation that relate to small businesses and Broad-Based Black Economic Empowerment.

In this regard all tenders will be considered with specific reference to applicable legislation in force from time to time and which are specifically applicable to organs of state for example the following:

- i. The Constitution of the Republic of South Africa, 1993;
- ii. Public Finance Management Act, 1999 (Act No 1 of 1999);
- iii. Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000);
- iv. Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003);
- v. Construction Industry Development Board Act, 2000 (Act No 38 of 2000) and Regulations; and
- vi. National Small Business Amendment Act, 2003 (Act No 26 of 2003).

Micro Enterprise (ME): a separate and distinct business entity, including cooperative enterprises and non-governmental organizations, managed by one owner or more, including its branches or subsidiaries, if any, and is registered with the South African Revenue Service, and which can be classified as a micro enterprise by satisfying the size variation criteria according to the type of enterprise in the table below:

Table 15001a: SM ME suppliers and other service providers *				
Size	Total Full-time Equivalent of Paid Employees	Total Annual Turnover	Total Gross Asset Value (fixed property excluded)	CIDB Grading
	<i>less than</i>	<i>less than</i>	<i>less than</i>	
Medium	200	R26 m	R5 m	7
Small	50	R6 m	R1 m	5 & 6
Micro	5	R0.2 m	R0.1 m	1 to 4

* In terms of the National Small Business Amendment Act, 2003 (Act No 26 of 2003)

It is the Employers objective that a minimum of 30% of the contract value be subcontracted to Micro Enterprises in the relevant CIDB grading.

It should be noted that only one work package may be subcontracted to one specific Subcontractor.

Preferred subcontractors/suppliers

NONE

Subcontracting procedures

a. General:

All subcontractors shall be appointed by the Contractor and the contents and requirements of Clause 4.4 of the Conditions of Contract shall apply in full.

The Contractor shall appoint all subcontractors using the latest and applicable SAFCEC General Conditions of Subcontract.

Subcontractors shall comply in full, to all aspects of the Conditions of Contract and the Contractor's attention is drawn to the contents of Clause 4.4 of the Conditions of Contract.

b. Subcontract agreements with the Subcontractors:

After the award, the signed subcontract agreements which will include the scope of works for each subcontractor, as well as agreed rates. Copies of the subcontract agreements must be made available to the Employer's Agent or Employer.

It must be further noted, that the subcontractor must be registered with the Construction Industry Development Board, in the relevant category, according to the estimated value of the work package.

All the Conditions of Tender, as they have applied to the Contract, shall apply where relevant, to the various subcontracts.

The Contract Data in the associated subcontract documents shall be based on the latest SAFCEC General Conditions of Subcontract, with minimal project specific variations and amendments that do not change their intended usage.

The Specific Provisions and Conditions of the subcontracts must however allow for the following amendments and variations to the Standard General Conditions of Subcontract:

- Clause 5: Subcontract Sureties – The Subcontract shall be drafted to allow the omission and requirement for sureties and performance bonds.
- Clause 6: Insurances – The Subcontract shall be drafted to allow the omission of insurances and to specify that such responsibility remain with the Contractor.
- Clause 10: Penalty for Delay – The Subcontract shall be drafted to specify that the Contractor shall issue and give written notice and warning to the Subcontractor prior to any penalties being deducted.
- Clause 12: Valuations and Payments – The Subcontract shall be drafted to allow the Subcontractor to submit bi-weekly statements.
- Clause 12: Valuations and Payments – The Subcontract shall be drafted to specify that the Contractor shall pay the Subcontractor by the 7th working day or within two working days of the Contractor receiving his payment for such work, whichever is the sooner.

- Clause 12: Valuations and Payments – The Subcontract shall be drafted to allow the Contractor to deduct retention only from the Subcontractor's penultimate statement.

The subsequent Conditions of Subcontract Agreement shall be in accordance with the Conditions of Contract for Construction Works (2010). The Subcontract shall also specify:

- i. the terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the subcontract works; and
- ii. details of any training to be provided to the temporary workforce.

The Contractor shall at all times remain responsible for providing the subcontracted portion of the Works as if the work had not been subcontracted.

Attendance on Subcontractors / Subcontracts/ SMME's

The Contractor shall, in addition to the requirements of Clause 4.4 of the Conditions of Contract guide, assist and mentor all the Subcontractors and SMME's in all states regarding the execution of the works.

The Contractor shall be responsible for ensuring that the Subcontractors and SMME's fully comprehend the:

- Implications of the liabilities and responsibilities inherent in the subcontract into which the tenderer proposes entering.
- Implications of the tendered rates.
- Scope and extent of the Works included in the Subcontract.
- Proper procedures for the submission of the tender.
- Procedures and basis on which tenders will be evaluated and the Subcontract awarded

The Contractor shall closely manage, mentor, supervise, guide and assist each Subcontractor and SMME in all aspects of management, planning, execution and the completion of each Subcontract.

The above shall include inter alia, but is not limited to, the following:

- i. Planning and programming of the Works.
- ii. The sourcing, ordering, purchasing, hiring all the necessary Construction Equipment, Materials, tools and accidentals necessary and required for the successful execution and completion of the Permanent as well as the Temporary Works.
- iii. Labour relations and employment.

- iv. Monthly measurements, costing and invoicing.
- v. General safety, occupational health and safety matters.
- vi. Functions of civil engineering infrastructure, structures, services and systems.
- xiii. Interpreting and understanding the contract and subcontract.
- xiv. Construction and maintenance methods and procedures.
- xv. Communication.
- xvi. Cash-flow control, submitting invoices and payment certificates.
- xvii. Planning, programming, scheduling, critical path control and acceleration.
- xviii. Maintenance planning.
- xix. Material procurement and control.
- xx. Risk limitation and management.
- xxi. Quality assurance and procedures.
- xxii. Compliances with all applicable laws, regulations, statutory provisions and agreements.
- xxiii. General Conditions of Contract and Contract Data.
- xxiv. Contractual claims, if situations arise that entitle a contractor to claims in terms of the Conditions of Contract.
- xxv. Profit and loss.
- xxvi. Replacement and running costs of Construction Equipment.

The extent and level of management, mentorship, supervision, guidance and assistance to be provided by the Contractor shall be in commensuration with the expertise of the relevant subcontractor and should be so directed as to enable the subcontractors to achieve the successful execution and completion of the respective Subcontracts.

The Contractor attention is further directed to Clause C3.5: Management under the Scope of Work.

Quality of work and performance of the subcontractor

The Contractor shall closely monitor and supervise all subcontractors and shall guide and assist each subcontractor in all aspects of management, execution and completion of his subcontract. This shall typically include assistance with planning of the works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures. The extent and level of such guidance and assistance, to be provided by the Contractor shall be commensurate with the basic level of subcontract applicable and shall be directed at enabling the subcontractor to achieve the successful execution and completion of his subcontract.

The Contractor shall give reasonable warning to the subcontractors when any contravention of the terms and conditions of the subcontract has occurred or appears likely to occur. The Contractor shall, whenever feasible, give the subcontractor reasonable opportunity to make good any such contravention or to avoid such contravention and shall render all reasonable assistance to the subcontractor in this regard.

C3.2: ANNEXURES

C3.2 ANNEXURES

To be sent electronically.

**PLEASE FIND ON DOCUMENT TITLED - TENDER ATTACHMENT
LINKS**

C3.2: A – DRAWINGS

C3.2 DRAWINGS

To be sent electronically.

**PLEASE FIND ON DOCUMENT TITLED - TENDER ATTACHMENT
LINKS**

C3.2: B – HEALTH AND SAFETY SPECIFICATION

C3.2: B HEALTH AND SAFETY SPECIFICATION

To be sent electronically.

**PLEASE FIND ON DOCUMENT TITLED - HEALTH AND SAFETY
SPECIFICATION**

C3.2: C – EPWP

C3.2: C EPWP REQUIREMENTS

The Extended Public Works Programme (EPWP) is a country-wide government initiative aimed at creating jobs and imparting skills through public spending. It involves re-orientating line function budgets so that government expenditure results in more work opportunities, particularly for unskilled labour.

In accordance with its signed Memorandum of Understanding with National Department of Public Works, the Nelson Mandela Bay Municipality (NMBM) is committed in ensuring that job creation opportunities are maximised on every project, and that every job opportunity created is recorded in line with the Departments requirements and those of the Auditor General.

The records required are set out in the below table, and templates for each will be provided.

No.	Document	Frequency	Responsible Person
1.	Project Registration Form	Once	Site Agent/ Construction Manager/CLO
2.	Copies of Employee Contracts and certified copies of Identity documents	Once	Site Agent/ Construction Manager/CLO
3.	Site Attendance register	Daily	Site Agent/ Construction Manager/CLO
4.	Labour payment schedule to be signed by all beneficiaries and project manager.	Monthly	Site Agent/ Construction Manager/CLO
5.	Proof of Payment of Beneficiaries (e.g., Electronic Transfer)	Monthly	Site Agent/ Construction Manager/CLO
6.	Expenditure Report	Monthly	Site Agent/ Construction Manager/CLO

7.	Record Participant Document	Once	Site Agent/ Construction Manager/CLO
8.	Weekend Register	Monthly	Site Agent/ Construction Manager/CLO

Contractor is required to submit the complete, correct and signed monthly Expanded Public Works Programme (EPWP) reports, together with the monthly statement. Payment to the Contractor will not be certified by the Employer's Agent until the complete EPWP reporting for the specific month is provided.

If the Contractor fails to deliver the information (monthly EPWP Report and Labour sheets and ID's) timeously and adequately, the Contractor shall be liable to the Employer for the sum calculated by the Quantity Surveyor or Principal Agent as a penalty for every calendar day which shall lapse between the monthly due date and the actual date of receiving such information.

The penalty shall be R 500 per calendar day after the 3rd of the month.

PART C4: SITE INFORMATION

C4.1 SITE INFORMATION

To be sent electronically.

**PLEASE FIND ON DOCUMENT TITLED - TENDER ATTACHMENT
LINKS**

C4.2: GEOTECHNICAL INFORMATION

C4.2 GEOTECHNICAL REPORT

To be sent electronically.

**PLEASE FIND ON DOCUMENT TITLED - TENDER ATTACHMENT
LINKS**

