



Province of the  
**EASTERN CAPE**  
HUMAN SETTLEMENTS

OFFICE OF THE CHIEF FINANCIAL OFFER

Steve Tshwete House • 31-33 Phillip Frame Road • Waverly Park Chiselhurst East London Eastern Cape RSA  
Office No: 043 711 9641 • Fax No: 043 711 9796 • Email: [xolilem@ecdhs.gov.za](mailto:xolilem@ecdhs.gov.za)

## **TENDER DOCUMENT**

### **EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS**

**SCMU11-23/24-035**

**APPOINTMENT OF CONTRACTORS TO FORM PART OF THE DEPARTMENTAL  
FRAMEWORK AGREEMENT WITH CONTRACTORS FOR CONSTRUCTION OF  
40M<sup>2</sup>, 45M<sup>2</sup>, 50M<sup>2</sup> HOUSES, INTERNAL SERVICES (FULL & PARTIAL) IN THE  
PROVINCE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

**ISSUED AND PREPARED BY:**

Eastern Cape Department of Human Settlements  
Steve Tshwete House  
31-33 Phillip Frame Road  
Waverly Park, Chiselhurst  
East London  
5247

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

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



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## SUMMARY FOR TENDER OPENING PURPOSES

### EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS

**SCMU11-23/24-035**

**APPOINTMENT OF CONTRACTORS TO FORM PART OF THE DEPARTMENTAL FRAMEWORK AGREEMENT WITH CONTRACTORS FOR CONSTRUCTION OF 40M<sup>2</sup>, 45M<sup>2</sup>, 50M<sup>2</sup> HOUSES, INTERNAL SERVICES (FULL & PARTIAL) IN THE PROVINCE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

NAME OF THE  
TENDERER .....

PRICE FROM  
FORM OF  
OFFER AND  
ACCEPTANCE:

Category – in which the tenderer has priced and may offer for	Price
Category A: Building Works - 201 to 1000 units	R
Category B: Building Works - 1 to 200 units	R
Category C: Engineering Works - 201 to 1000 sites	R
Category D: Engineering Works 1 to 200 sites	R

PREFERENCE  
POINTS

CLAIMED: .....points.

Signed by authorised representative of the  
Tendering Entity:

SIGN.....

DATE: .....

**\* Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.**

# TENDER NOTICE

**EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS**  
SCMU11-23/24-035

**APPOINTMENT OF CONTRACTORS TO FORM PART OF THE DEPARTMENTAL  
FRAMEWORK AGREEMENT WITH CONTRACTORS FOR CONSTRUCTION OF 40M<sup>2</sup>, 45M<sup>2</sup>,  
50M<sup>2</sup> HOUSES, INTERNAL SERVICES (FULL & PARTIAL) IN THE PROVINCE FOR A  
PERIOD OF THIRTY-SIX (36) MONTHS.**

The Eastern Cape Province Department of Human Settlements intends entering into Framework Agreements with interested and qualifying contractors for construction of 40m<sup>2</sup>, 45m<sup>2</sup>, 50m<sup>2</sup> houses, internal services (full & partial) in the province for a period of thirty-six (36) months". Interested contractors are invited to submit proposals for evaluation.

**Briefing Session:**

Compulsory briefing session on the bid will be held at

1. **Compulsory briefing session for Alfred Nzo, Chris Hani, Joe Gqabi and OR Tambo Regions.** Converging at Mthatha Stadium, 107 Errol Spring Ave, Umtata. Next to Ngebs Mall at 11:00 on the 09<sup>th</sup> of October 2023
2. **Compulsory briefing session for Amathole, Buffalo City Metropolitan, Sarah Baartman and Nelson Mandela Bay Metropolitan Regionals:** Converging at the Eastern Cape Department of Human Settlements Ground Floor boardroom, 31-33 Phillip Frame Road, Waverly Park, Chislehurst, **EAST LONDON** at 11:00 on the 10<sup>th</sup> of October 2023.

**Bidders are required to attend at least one (01) of the Compulsory briefing sessions. Failure to attend the compulsory briefing session will lead to disqualification.**

**Obtaining of Tender Documents:**

The Tender Document for this bid will be available from the Departmental website ([www.ecdhs.gov.za](http://www.ecdhs.gov.za)) for prospective bidders to download starting from **06 October 2023**

**Submission of Tenders:**

Completed bid documents in a sealed envelope endorsed with name of bidder, bid number and description must be deposited in the designated tender box located at the Department's Ground Floor at the entrance), 31-33 Phillip Frame Road, Waverly park, Chislehurst, East London, not later than **11H00 on 30<sup>th</sup> October 2023.**

- Faxed, e-mailed unsigned or incomplete tenders will not be accepted.
- Posted bids must be done such that there is sufficient time for it to be placed in the Tender Box before the closing time, It must be expressly understood that Department of Human Settlements disclaims any responsibility for seeing that bids sent by post or delivered in any other way to Department of Human Settlements, are lodged in the tender box

**Enquiries:**

Technical enquiries regarding this bid may be directed to Mr. C Dlulane: Department of Human Settlements; Email: [cawed@ecdhs.gov.za](mailto:cawed@ecdhs.gov.za)

Enquiries regarding the procurement process may be directed to Mr. Xolile Mpupa:- Supply Chain Management; Eastern Cape Department of Human Settlements, 31-33 Phillip Frame Road, Waverly park, Chislehurst, East London, 5200; Email: [xolilem@ecdhs.gov.za](mailto:xolilem@ecdhs.gov.za).

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## **PART T1**

### **TENDERING PROCEDURE**

- T1.1**      **Tender Notice and Invitation to Tender**
- T1.2**      **Tender Data**

## **T1.1**

# **TENDER NOTICE AND INVITATION TO TENDER**

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

**SBD: 1**

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS</b>									
BID NUMBER:		SCMU11-23/24-035		CLOSING DATE:		30 OCTOBER 2023		CLOSING TIME: 11:00	
DESCRIPTION		APPOINTMENT OF CONTRACTORS TO FORM PART OF THE DEPARTMENTAL FRAMEWORK AGREEMENT OF CONTRACTORS FOR CONSTRUCTION OF 40M2, 45M2, 50M2 HOUSES, INTERNAL SERVICES (FULL & PARTIAL) IN THE PROVINCE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.							
<b>BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT</b>									
Eastern Cape Department of Human Settlements									
Tshwete House									
31-33 Phillip Frame Road Waverly Park, Chiselhurst East London									
5247									
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>					<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>				
CONTACT PERSON		X. Mpupa			CONTACT PERSON		C Dlulane		
TELEPHONE NUMBER		043 711 9641			TELEPHONE NUMBER		043 711 9608		
FACSIMILE NUMBER		N/a			FACSIMILE NUMBER		N/a		
E-MAIL ADDRESS		xolilem@ecdhs.gov.za			E-MAIL ADDRESS		cawed@ecdhs.gov.za		
<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									
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:				OR		CENTRAL SUPPLIER DATABASE No: MAAA	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?				<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>									
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?								<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?								<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?								<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?								<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?								<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.									

## PART B TERMS AND CONDITIONS FOR BIDDING

<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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
<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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....



## **T1.2**

### **TENDER DATA**

## T1.2 TENDER DATA

The tender conditions are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement as per CIDB Board Notice No. 423 of 2019 published in Government Gazette No 42622 of 8 August 2019 and as amended from time to time. (see [www.cidb.org.za](http://www.cidb.org.za) )

The Standard Conditions of Tender make several references to the Tender Data which specifically applies to this tender. The Tender Data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below shall be cross-referenced to the Clause in the Standard Conditions of Tender to which it refers.

Clause	Data										
<b>GENERAL</b>											
C.1.1 Actions	The Employer is: <b>Eastern Cape Department of Human Settlements</b>										
	<p><b>1. APPOINTMENT TO THE FRAMEWORK AGREEMENT</b></p> <p>The purpose of this tender is to establish a Framework Agreement with Contractors for construction of Human Settlements Projects "On an As-When required Basis" in the Eastern Cape Province for a period of 3 years. (Without any commitment to the quantity of work nor allocation at all)</p> <p><b>2. CATEGORIES OF CONTRACTORS</b></p> <p>2.1 Established Contractors: Category <b>A</b> (may quote for 201-1000 units),  2.2 Medium Contractors: Category <b>B</b> (may quote for 01-200 units),  2.3 Established contractors: Category <b>C</b> (may quote for 201 – 1000 sites)  2.4 Medium Contractors: Category <b>D</b> (may quote for 01 – 200 sites)</p> <table border="1"> <thead> <tr> <th>DESIGNATION</th><th>Value of Contract a Contractor is Considered Capable of Performing (Values subject to change depending on adjustment of Housing Subsidy Quantum)</th></tr> </thead> <tbody> <tr> <td>A</td><td>R289M</td></tr> <tr> <td>B</td><td>R65M</td></tr> <tr> <td>C</td><td>R61M</td></tr> <tr> <td>D</td><td>R12M</td></tr> </tbody> </table> <p><b>3. FRAMEWORK PROCESS</b></p> <p>3.1 The aim of the Department is to enter into a framework agreement with contractors for a duration of 36 months.  3.2 The bids will be evaluated and adjudicated on administrative compliance, functionality, price per unit under each designation and specific goals.  3.3 Bidders that have met the minimum requirements of the evaluation criteria will be shortlisted.  3.4 Bidders will be listed from the highest points scorer to the lowest points scorer based on the points scored for price and specific goals evaluation in terms of the Preferential Procurement Policy Framework Act 2000: Preferential Procurement Regulations 2022.  3.5 Once the ranking of contractors has been concluded, a unique number will be allocated to the respective bidders per category.  3.6 This means if the Department ranks company XY, as number (1) for the applicable category, company XY will be number 1 and will be the first one to be allocated work in that category.  3.7 All qualified contractors will be issued with an appointment letter to inform them that they have successfully qualified to be in the Framework Contract of the department and will be</p>	DESIGNATION	Value of Contract a Contractor is Considered Capable of Performing (Values subject to change depending on adjustment of Housing Subsidy Quantum)	A	R289M	B	R65M	C	R61M	D	R12M
DESIGNATION	Value of Contract a Contractor is Considered Capable of Performing (Values subject to change depending on adjustment of Housing Subsidy Quantum)										
A	R289M										
B	R65M										
C	R61M										
D	R12M										

eligible to be allocated with works order packages in compliance with the Framework Agreement,

- 3.8 Bidders in the list will be allocated work irrespective of number of units, in terms of the Works Package Order (WPO) as long as they do not exceed the maximum number of units in that category.
- 3.9 When the WPO is received from the regional offices, the head of programme will allocate a unique number in terms of the region, date and the time received by the office to ensure that all Contractors in the framework will receive a fair, transparent allocation of works,
- 3.10 The framework of Contractors will be updated once a year to ensure, that the new Contractors are given an opportunity to enrol. The reviewal of the Framework agreement will only consider the remaining period of the three (03) year contract.
- 3.11 Performance monitoring of Contractors will be conducted on a quarterly basis. Poor performance will lead to removal from the framework agreement and eventual restriction.

#### **4. ROTATION ON APPOINTMENT**

- 4.1 Rotation of Contractors will take place, in compliance with Preferential Procurement Policy Framework Act 2000: Preferential Procurement Regulation 2022 (PPPFA) and Public Finance Management Act (PFMA) amongst Contractors on the Framework Agreement. Appointments will be done on rotational basis.
- 4.2 Appointment will be allocated on the submitted quoted rates of the Contractors which will not exceed the allowable quantum for the period,
- 4.3 The Department will use approved urban/rural quantum as the minimum market related price.
- 4.4 The rotation of the Contractors will be performance based i.e the Contractor/s will be expected to finish 50% of the previous awarded project before it can be considered for the next project.
- 4.5 To that effect a signed performance report by the region will be required,
- 4.6 As and when the need arises, The Department will request proposals from the number (1) contractor on any of the relevant categories and will follow accordingly of the list.
- 4.7 In an event where the rate of bidders is below the quantum. The Department will call a clarification meeting and the bidder must confirm that they will be able to deliver on that rate with no price related variation order/s which is as a result of low price/rate.
- 4.8 Where a bidder has declined appointment due to bidder rates being lower than the Quantum, The Department will move to appoint the next bidder on the list.
- 4.9 The Proceedings of the clarification meeting must be recorded and an attendance registered signed. The meeting will be coordinated by the bid evaluation committee.
- 4.10 A bidder that has declined appointment will remain on their position on the list and will be considered on the next allocation.
- 4.11 Department under extreme and unforeseen circumstances will only consider variation orders. which will have to comply with all internal requirements and must attach an Engineer's report. However, the Department will reserve the right to approve or disapprove, which will not have any claim against the Department if the submission is not successful.
- 4.12 The Contractor will be given a period of fourteen (14) calendar days to consider and confirm if they will be able to deliver at the quoted rate.
- 4.13 Where the contractor does not confirm within the allocated fourteen (14) calendar days, The Department will move to the next available contractor on the list.
- 4.14 The Department may negotiate with the Contractor to lower the rates to be within the quantum not otherwise.
- 4.15 The Department does not guarantee that all bidders registered on the framework agreement will be allocated projects however it will ensure that the rotation system is adhered to.
- 4.16 This means project allocation will be done going through the whole lists before allocating projects from those who were already given the opportunity even if they have completed 50% of their previous project/s.
- 4.17 If a bidder has been awarded a project from the ECDHS and has not achieved 50% completion on the awarded project. The bidder will not be eligible for award of another project under any circumstances.

#### **5. REQUESTING, EVALUATION, ADJUDICATION AND AWARDING OF THE BIDS**

- 5.1 The Department will advertise the invitation to enter into the framework agreement on the EC provincial tender bulletin, E-tender portal and Departmental website.
- 5.2 The Department's approved Procurement Plan will stand as the Department project list.
- 5.3 Compulsory site briefing sessions will be conducted on sites before issuing of the Instruction to perform Work (IPW).
- 5.4 Responsiveness of bidders will be evaluated and adjudicated by the Departments bid committees.
- 5.5 Responsive bidders will be listed from the highest points scorer to the lowest points scorer based on the points scored for price and specific goals evaluation.
- 5.6 If bidders score the same number of points, bids will be subject to the condition of the Preferential Procurement Policy Framework Act 2000: Preferential Procurement Regulation 2022 (PPFA) which include selection of highest specific goals and drawing of lots accordingly,
- 5.7 Once the ranking of contractors has been concluded, a unique number will be allocated to the respective bidders per category. Framework agreement contractor list will be published on the Departmental website, Tender bulletin and eTender portal.
- 5.8 This means if the Department ranks company XY, as number (1) for the applicable category, company XY will be number 1 and will be the first one to be allocated work in that category
- 5.9 All qualified Contractors will be issued with an appointment letter to inform that they are successfully qualified to be in the Framework Contract of the Department and will be eligible to be allocated with works order packages in compliance with the Framework Agreement,
- 5.10 For those that have quoted above the quantum, the Department will negotiate the rates/price with the bidder to be within the approved quantum. Where a bidder has declined negotiations due to bidder not willing to lower rate to be within the Quantum, The Department will move to negotiate with the next bidder on the list.
- 5.11 A bidder that has declined appointment will remain on their position on the list and will be considered on the next allocation.
- 5.12 For all projects the normal procurement processes of submitting to Bid Evaluation Committee (BEC), Bid Adjudication Committee (BAC) and for projects above R10 million the Interim Bid Adjudication Committee (IBAC) will be followed to the latter.-

Clause	Data
C.1.2 Tender Documents	<p><b>The tender documents issued by the Employer comprise of:</b></p> <p><b>The Tender</b></p> <p><b>Part T1 Tendering procedures</b></p> <p>Part T1.1 Tender notice and invitation to tender</p> <p>Part T1.2 Tender data</p> <p><b>Part T2 Returnable documents</b></p> <p>Part T2.1 List of returnable documents</p> <p>Part T2.2 Returnable schedules</p> <p><b>The Contract</b></p> <p><b>Part C1 Agreements and contract data</b></p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Framework Agreement Contract Data</p> <p>C1.3 Contract Data applicable to Future IPW's</p> <p><b>Part C2 Pricing Data</b></p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Bill of Quantities</p> <p><b>Part C3 Scope of Work (Framework Information)</b></p> <p>C3.1 Purpose and objectives</p> <p>C3.2 Framework Scope</p> <p>C3.3 Establishment of Panels</p> <p>C3.4 FC Selection Procedure</p> <p>C3.5 IPW Preparation Procedure</p> <p>C3.6 Management and Oversight Arrangements</p>

**Part C4 Appendices**  
**C3.1 Plans and Maps**

Clause	Data								
C.1.3 Interpretation	<p>e) A tendered sum and or rate(s) may be regarded as being unduly low should it be considered to compromise the ability of a contractor to complete the contract i.e., it presents an unacceptable commercial risk to the Employer, or the Tenderer will have insufficient financial capability to perform the contract.</p> <p>f) The following terms, <b>Call-Offs, Task Orders, Work Assignments, Projects, and Instructions to Perform Work (IPW)</b> shall be used interchangeable and refers to the procurement contracts which will be awarded during the currency (term) of the framework Agreement.</p>								
C.1.4 Communication and Employer's Agent	<p>Verbal or any other form of communication, from the Employer, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless communicated by the Employer be in writing to the tenderers. In addition, this communication shall only be to or from, the authorised person as stated below.</p> <p><b>The Employer's Agents are the people stated below:</b></p> <table border="1"> <thead> <tr> <th>Technical Enquiries</th><th>Supply Chain Management Enquiries</th></tr> </thead> <tbody> <tr> <td>Name: Cawe Dlulane</td><td>Name: Xolile Mpupa</td></tr> <tr> <td>Address: Eastern Cape Department of Human Settlements Steve Tshwete House, 31-33 Phillip Frame Road, Waverly Park, Chiselhurst, East London, 5247</td><td>Address: Eastern Cape Department of Human Settlements Steve Tshwete House, 31-33 Phillip Frame Road, Waverly Park, Chiselhurst, East London, 5247</td></tr> <tr> <td>E-mail: <a href="mailto:cawed@ecdhs.gov.za">cawed@ecdhs.gov.za</a></td><td>E-mail: <a href="mailto:xolilem@ecdhs.gov.za">xolilem@ecdhs.gov.za</a></td></tr> </tbody> </table> <p>No telephonic or any other form of communication with any other Eastern Cape Department of Human Settlements member of staff, other than the named individuals on the Tender Notice and Tender Data, relating to this tender will be permitted.</p>	Technical Enquiries	Supply Chain Management Enquiries	Name: Cawe Dlulane	Name: Xolile Mpupa	Address: Eastern Cape Department of Human Settlements Steve Tshwete House, 31-33 Phillip Frame Road, Waverly Park, Chiselhurst, East London, 5247	Address: Eastern Cape Department of Human Settlements Steve Tshwete House, 31-33 Phillip Frame Road, Waverly Park, Chiselhurst, East London, 5247	E-mail: <a href="mailto:cawed@ecdhs.gov.za">cawed@ecdhs.gov.za</a>	E-mail: <a href="mailto:xolilem@ecdhs.gov.za">xolilem@ecdhs.gov.za</a>
Technical Enquiries	Supply Chain Management Enquiries								
Name: Cawe Dlulane	Name: Xolile Mpupa								
Address: Eastern Cape Department of Human Settlements Steve Tshwete House, 31-33 Phillip Frame Road, Waverly Park, Chiselhurst, East London, 5247	Address: Eastern Cape Department of Human Settlements Steve Tshwete House, 31-33 Phillip Frame Road, Waverly Park, Chiselhurst, East London, 5247								
E-mail: <a href="mailto:cawed@ecdhs.gov.za">cawed@ecdhs.gov.za</a>	E-mail: <a href="mailto:xolilem@ecdhs.gov.za">xolilem@ecdhs.gov.za</a>								
C1.5.1 Cancellation and Re-invitation of Tenders	<p>e) where it is believed that the tendered sum or specific rate(s) is excessive, the employer may request the tenderer to adjust his tendered sum and or affected rate(s) downward during tender evaluation stage through the Bid Evaluation and or Adjudication Committee(s). Should a tenderer not elect to do so, the employer may consider moving to the next highest ranked tenderer or tenderer scoring the highest points and the process would be repeated until the risk has reached an acceptable level.</p> <p>If the risk cannot be brought to acceptable level through this process (all responsive tenderers have been requested), the employer may consider cancellation of the tender, revise the scope of work, and call for new tenders.</p>								
C.1.6	<p><b>Objective of this tender:</b> The purpose of this tender is to establish a Departmental Framework Agreement with Contractors for construction of 40m<sup>2</sup>, 45m<sup>2</sup>, 50m<sup>2</sup> houses, internal services (full &amp; partial) in the province for a period of thirty-six (36) months.</p>								

Clause	Data		
Procurement procedures (General)	ECDHS has set minimum standards (Stages) that a bidder needs to meet to be evaluated, selected and listed in the list of contractors with whom the agreement will be entered into with the successful bidders. The minimum standards consist of the following:		
	(STAGE 0): Preliminary evaluation - Administrative compliance	(STAGE 1): Functionality Criteria	(STAGE 2) Price and Specific Goals evaluation
	Bidders must submit all documents as outlined under administrative compliance	Bidders must meet the functionality criteria for categorisation. Bidders will be categorised based on their functionality score.	Bidders will be ranked from highest points scorer to lowest points scorer in all categories.
	<b>1. STAGE 0 – ADMINISTRATIVE COMPLIANCE</b>  1.1 Without limiting the generality of ECDHS’s other critical requirements for this Bid, bidders must submit the documents listed in the Table below. All documents must be completed and signed by the duly authorized representative of the prospective bidder. During this phase, bidders’ response will be evaluated based on compliance with the listed administration and mandatory bid requirements. In case of a Joint Venture/Consortium all parties are expected to submit individual documentation:		
	<b>Returnable</b>	<b>Comply / Not comply</b>	<b>Disqualifying factor (Yes/No)</b>
	T1.1 (SBD 1) Invitation to bid		Yes
	Attendance of compulsory briefing session		Yes
	T2.2.2A Authority for Signatory (Pro forma)		Yes
	T2.2.2B Certificate of Authority for joint Venture / Consortium (Pro forma) where applicable		Yes (only applicable to Joint Ventures and Consortiums)
	T2.2.3 Compulsory Enterprise Questionnaire		Yes
	SBD 4 Declaration of interest		No
	SBD 6.1 Preference Points Claim Form in Terms of Preferential Procurement Regulations 2022		No
	T2.2.4 Indication of category of the Framework Agreement the tenderer is tendering for:		Yes
	T2.2.5 Record of Addenda to Tender Document		Yes
	T2.2.6 Amendments and qualifications by the Tenderer		No
	T2.2.7 Confirmation of CIDB contractor registration only applicable to Internal Municipal Engineering Services (sites)		Yes
	T2.2.8 Confirmation of valid NHBRC Contractors registration status		Yes
	T2.2.9 Tenderer Experience – Similar Projects		No
	T2.2.9.1 Completed Projects		No
	T2.2.9.2 Current Projects		No

T2.2.10 Key Personnel – Qualifications, Expertise and Experience		No
T2.2.11 Schedule of Plant and Equipment		No
T2.2.12 Schedule of Financial		No
C1.1 Form of Offer and Acceptance		Yes
C1.2 Contract Data: Part 2 (must be completed in full)		Yes
C2.2 Pricing Schedule / Bills of Quantities (BOQ)		Yes
Registration on the National Treasury Central Supplier Database (CSD)		No
Copy of business registration documents as issued by CIPC		No
Certified identity documents of company directors or shareholders		No
SARS – Tax compliance PIN Letter		No
Certified copy of workmen's Compensation Certificate, Act 4 of 2002		No
Certificate copy of Unemployment Insurance Certificate, Act 4 of 2002		No
Proof of address: municipal account statement or Lease agreement		No

## 2. STAGE 1: FUNCTIONALITY EVALUATION

2.1 In this stage the capabilities of the contractor will be assessed. Functionality will be scored out of one hundred (100) points

2.2 Only bids which have achieved the required minimum points for functionality will be categorized in the framework agreement.

2.3 Bidders will be categorized based on their functionality score as outlined in the table below:

<b>CATEGORY</b>	<b>Units</b>	<b>Minimum points required</b>	<b>Maximum points required</b>	<b>Requirement</b>
<b>Functionality Criteria A</b>	<b>201 – 1 000</b>	<b>70 out of 100</b>	<b>100 out of 100</b>	<b>NHBRC</b>
<b>Functionality criteria B</b>	<b>01 - 200</b>	<b>70 out of 100</b>	<b>100 out of 100</b>	<b>NHBRC</b>
<b>Functionality Criteria C</b>	<b>201 – 1 000</b>	<b>70 out of 100</b>	<b>100 out of 100</b>	<b>CIDB 6CE or higher</b>
<b>Functionality criteria D</b>	<b>01 - 200</b>	<b>70 out of 100</b>	<b>100 out of 100</b>	<b>CIDB 1 – 5 CE</b>

### 3. STAGE 2 – PRICE AND SPECIFIC GOALS EVALUATION

3.1 Regulation 3 of the Preferential Procurement Policy Framework Act 2000: Preferential Procurement Regulations 2022, (the Regulations) stipulates that an organ of state must, prior to making an invitation for tenders, determine and stipulate the appropriate preference point system to be utilized in the evaluation and adjudication of tenders. If there is uncertainty on the preference point system to be applied, institutions must advertise the tender indicating that the tender will be evaluated on either the 80/20 or 90/10 preference point system.

3.2 If it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.

3.3 Regulation 5 and 6 stipulates that 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).

#### 3.4 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

80/20                      or                      90/10

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

#### 3.5 POINTS AWARDED FOR SPECIFIC GOALS AND STAGES OF EVALUATION OF BIDS

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

3.7 In the case where the project allocation value is below R50 million the 80/20 preference points system will be utilised. In a case where the project allocation value is above R50 million the 90/10 preference points system will be utilised.

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women owned Organisations	4	8		
Youth owned Organisations	2	4		
People with Disability owned Organisations	1	2		
Bidders Locality: Eastern Cape	2	5		
Military Veteran owned Organisations	1	1		



### 3.8 CLAIMING OF PREFERENCE POINTS

- 3.8.1 Preference points allocated for women may be claimed if there is sufficient evidence that such woman has ownership of 51% or more of the enterprise shareholding. Bidders must submit proof in a form of CIPC certificate that outlines the ownership of the organisation.
- 3.8.2 Preference points allocated for persons with disabilities may only be claimed if there is sufficient evidence that such person has ownership of 51% or more of the enterprise shareholding. Bidders must submit proof in form of a medical certificate / letter not older than 6 months from a registered medical practitioner (Practitioner number, contact details to be stated on correspondence) detailing the disability. The Medical certificate will only be used for evaluation purposes.
- 3.8.3 Preference points allocated for promotion of youth may only be claimed if there is sufficient evidence that such youth has ownership of 51% or more of the enterprise shareholding. Bidders must submit certified ID documents of which the names must link to the CIPC certificate of the organisation.
- 3.8.4 Preference points for Locality may be allocated for promotion of enterprises located within the Eastern Cape Province may be claimed by submission of proof that the enterprise is located within the borders of Eastern Cape Province. This includes an enterprise whose head office may be situated in another province but has a fully-fledged branch within Eastern Cape Province. Enterprises located outside the borders of the Eastern Cape Province and who only appoints agents and or commission warehouses in this municipal area are expressly excluded from claiming points for this goal. Bidders must submit proof of the Company's Registered Offices. Proof of rate statement, signed lease agreement or confirmation of locality from local authority.
- 3.8.5 Preference points allocated for Military Veterans may only be claimed if there is sufficient evidence that such person has ownership of 51% or more of the enterprise shareholding. Bidders must submit proof in terms confirmation letters from the Department of Military Veterans.

**NB:** Bidders must provide sufficient proof and supporting documentation in respect of the above evaluation criteria and specific goals evaluation. Bidders who do not submit the required information shall not be scored for the respective/relevant evaluation criteria. In a case of a joint venture and/or consortium the agreements must clearly set out the shareholding and roles and responsibilities of the lead member the joint venture and/or consortium members. Failure to submit shareholding will result in non-allocation of points

Clause	Data
	<b>TENDERER'S OBLIGATIONS</b>
C.2.1 Eligibility	<p><b>1. CATEGORY SELECTION OF FRAMEWORK AGREEMENT:</b></p> <p><b>Tenderers are required to select the Category and Regional cluster they are tendering for by indicating in the relevant schedule provided with this document (T2.2.4 Indication of category and regional cluster of the Framework Agreement the tenderer is tendering for).</b></p> <p><b><u>1.1 Regional selection</u></b></p> <p>A tenderer must select only one (01) regional cluster they will service for the duration of the Framework Agreement. <b>Notwithstanding that, a tenderer may not tender for:</b></p> <ul style="list-style-type: none"> <li>Regional cluster 1 and 2 at the same time</li> </ul> <p><b>Failure to meet the requirement of regional cluster selection shall result in elimination.</b></p> <p><b><u>1.2 Category selection</u></b></p> <p>A tenderer can tender in one or to a maximum of two categories. <b>Notwithstanding that, a tenderer may not tender for:</b></p> <ul style="list-style-type: none"> <li>Category C or Category D if he/she is not tendering for Category A or B (no tenderers may tender to be included in the Municipal Engineering Works if they are not bidding in the Building Works Category A or B).</li> <li>A contractor that applies for category A and B and qualifies for placement on both will placed in the highest qualifying category. (Contractors will only be placed on either category A or B not both)</li> <li>A contractor that applies for Category C and D and qualifies for placement on both will placed in the highest qualifying category. (Contractors will only be placed on either category C or D not both)</li> <li>A tenderer is allowed to tender for either category A or category B whilst not tendering for neither category C nor category D.</li> </ul> <p><b>Failure to meet the requirement of the category selection will result in elimination.</b></p> <p><b><u>Allowable possible category combinations:</u></b></p> <p>Contractor can tender and subsequently participate in the Framework if the tenderer is successful in one of the following ways:</p> <ul style="list-style-type: none"> <li>Category A only (NHBRC registration)</li> <li>Category A and Category C (NHBRC registration and registration with CIDB in Grading 6CE or higher)</li> <li>Category A and Category D (NHBRC registration and registration with CIDB in Grading 1-5 CE)</li> <li>Category B only (NHBRC registration)</li> <li>Category B and Category C (NHBRC registration and registration with CIDB in Grading 6CE or higher)</li> <li>Category B and Category D (NHBRC registration and registration with CIDB in Grading 1-5 CE)</li> </ul> <p><b>NON-POINT SCORING MANDATORY REQUIREMENTS:</b></p> <p><b>NHBRC Registration</b></p> <p>It is a mandatory requirement that all tenderers submitting bids are registered with NHBRC. Irrespective of which panel or category the bidder is tendering for.</p> <p><b>CIDB Grading</b></p> <p>Only those tenderers who are registered with the CIDB in CE class of work are eligible to have their tenders evaluated for consideration for Category C and D.</p> <p>Bidders tendering for Category C and D must submit the required CIDB grading and failure to submit the required CIDB grading will result in the Bidder being not considered for Category C and D.</p> <p>Bidders shall be eligible to be allocated CE class of work which is within his/her CIDB grade</p>



designation as outlined in table below:

Category		No of sites	Value of Works (upper limit)	Minimum Grading	Class of Work
C	Municipal Engineering Works 201 – 1000 sites	326	R10 000 001,00 – R20 000 000,00	6	CE
		979	R20 000 001,00 – R60 000 000,00	7	CE
		1000	R60 000 001,00 – R61 271 000,00	8 or higher	CE
D	Municipal Engineering Works 1 – 200 sites	8	R0 - R500 000,00	1	CE
		16	R501 000 – 1M	2	CE
		49	R1000 001,00 - R3 000 000,00	3	CE
		98	R3 000 001,00 - R6 000 000,00	4	CE
		163	R6 000 001,00 – R10 000 000, 00	5	CE

**Clause**

**Data**

**FUNCTIONALITY:**

Tenderers are required to demonstrate their ability to undertake the work and provide proof of capacity, experience, and expertise to undertake projects likely to be undertaken through these categories. Tenderers are therefore required to meet a minimum Functionality Score of 70 points, based on the criteria listed below. The onus rests on the Tenderer to supply sufficient information to allow for evaluation and award of points. If insufficient detail is provided, zero points will be awarded for that particular item. Tenders scoring less than 70 points for functionality shall be regarded as non-responsive.

Points scored for Functionality will only be used in ascertaining whether or not a tender is Responsive and shall have no further significance in the final point score which is based on Price and Preference (Specific Goals) as defined in PPPFA Regulations 2022.

Tenderers are therefore required to meet a minimum Functionality Score of **70 points of the relevant category they have made a submission towards.**

**Requirements:**

In all the categories functionality will be evaluated against the four criteria objectives, as detailed below,

**1. Experience of the Tenderer (Similar Projects' Experience)**

This refers to previously completed projects of similar works or value, within the past ten (10) years starting from 2013. To demonstrate Tender's experience on similar project(s) as defined in this clause, The Tenderer must attach an authentic and verifiable Completion Certificate(s) or testimonial from the client with contactable references including duration, performance (Excellent, Good, Fair or Poor) and values of the project.

In cases where a Tenderer was a sub-contractor to the Main / Principal Contractor, the Tenderer in addition to the requirements stated above, must provide a copy of a contract between Tenderer and the Main / Principal Contractor and or a Letter from the Employer confirming that tenderer was indeed sub-contracted in the mentioned project.

Failure to attach any or more of the required previous project documents shall result in zero points allocation for that project.

**2. Qualifications and experience of Key Personnel**

The key personnel referred to are the

- **Project/Contracts Manager** with NQF 6 or Higher Qualification in Architecture, Building, Construction Management, Quantity Surveying or Civil Engineering. Has experience in building works projects as a Contractors site Representative (JBCC) / Construction Manager (GCC).
- **Site Agent** with experience as a Site Agent in building works projects.
- **Construction Health and Safety Practitioner** registered with South African Council for Project and Construction Management Professionals (SACPCMP) as a Construction Health and Safety Officer (CHSO).

These incumbents must be in the employ of the tenderer, or already directly contracted or contractually committed to only this one Tenderer (for the event that the Tenderer wins this bid) and be available to be deployed to execute the required duties and responsibilities on this contract, should the tenderer's offer be accepted. The tenderer to attach proof of employment or commitment.

The Tenderer must submit Curriculum Vitae (CV) of the Contracts Manager, Site Agent, and Health and Safety Officer, in a format that clearly indicate the incumbent's relevant project work experience (project description, details and extent of works, role, duration, contactable references, etc.) including years of experience in line with the above. All CVs should refer to availability of the incumbent for the project which may arise from this framework in the event the Tenderer is successful, and be signed and dated, by the incumbent.

All certificates of qualifications and applicable professional registration(s) should be certified by the Commissioner of Oath and date of that certification should not be older than six (6) months.

Failure to provide any of the supporting documents, certificates and or in not a format required (as outlined above), shall result in zero points allocation for that incumbent.

### 3. Financial Capacity

This shall mean access to financial/ credit facility(ies) to be used as a working capital, until such time that the first milestone can be created to warrant a claim from the Department. This can either be in form of

- cash in the bank account of the company or
- pre-approved credit facility (amount to be stated),
  - by a Registered Financial Institution or
  - for materials by a materials supplier

Points will be allocated on submission bank statements or an original letter indicating the nature and an amount of the facility from the

- Bank or Financial Institution confirming Bank balance or
- the credit facility issuer,

The bank statements or letters from the credit issuers must not be older than three (03) months by the close of tender.

### 4. Plant and equipment

This refers to the minimum machinery and plant required for the project as indicated, wherein each item will be allocated points as detailed in the evaluation tables applicable to the specific category.

Points will be allocated on submission of Proof of ownership (certified copies of registration document (NATIS). Where no registration document is present proof of purchase must be attached and these documents must either be in the Company name or in the name of one of the Directors/Shareholders of the company), of the plant is required.

If the contractor does not own some or any of the plant listed above, and chooses to hire some or all of the required plant, an original Letter of Intent is to be attached from the Plant Hire Company.

- The letter is to clearly indicate that the Plant intended for the Agreement will



be available for the full duration of the project.

- The letter is to be definite and Eastern Cape Department of Human Settlements reserves the right to contact the Plant Hire Company to verify the availability of the plant indicated therein.
- Proof of ownership (Registration document NATIS, where no registration document is present, the proof of purchase must be attached and these documents, must either be in the Company name or in the name of one of the Directors/Shareholders of the company that will be leasing to the tenderer)

Details of plant owned or hired are to be entered in the Returnable Documents. The tenderer is to clearly indicate which plant is owned and which plant is hired.

### **CATEGORY A: BUILDING WORKS (PROJECTS OF 201 – 1000 UNITS)**

In this Category the points for functionality will be awarded as follows:

<b>Category A: functionality criteria</b>		<b>Maximum points</b>
1	Experience of the tendered (similar projects' Experience)	30
2	Qualifications and experience of key personnel	25
3	Financial Capacity	20
4	Plant and Equipment	25
	Maximum possible score for functionality	100

#### **1. Project Experience of the Tendering Entity - 30 points maximum**

The Tenderer (the company) should have a proven track record of human settlements (Top Structures) / building works construction experience. Points for projects successfully completed in the past 10 years will be awarded as follows:

<b>Project Experience of the Tendering Entity</b>	<b>30</b>
Completion of projects of similar scope, with total project values of R130 million or greater, in the last ten years, supported by contactable references.	30
Completion of projects of similar scope, with total project values between R80 million and R129 999 999.99, in the last ten years, supported by contactable references.	20
Completion of projects of similar scope, with total project values between R40 million and R79 999 999.99, in the last ten years, supported by contactable references.	10
Completion of projects of similar scope, with total project values between R20 million and R39 999 999.99, in the last ten years, supported by contactable references.	5
Completion of projects of similar scope, with total project values less than R20 million, in the last ten years, supported by contactable references.	0

A maximum of **30 points** will be awarded to Tenderers with the required number of suitable projects listed. Details of housing / human settlements' projects or similar projects & supporting information must be entered in the Returnable Schedule. The bidder must attach Completion Certificates for each of the completed contracts, Failure to attach such evidence shall result in zero points allocation.

#### **2. Qualifications and experience of Key Personnel - 25 points maximum**

- **Project/Contracts Manager with NQF 6 Qualification or higher** in Architecture, Building, Construction Management, Quantity Surveying or Civil
  - **10 points** for registration with South African Council for Project and Construction Management Professionals (SACPCMP) as a Professional Construction Manager (Pr CM) with five (05) years' experience of more, or

- **05 points** for registration with South African Council for Project and Construction Management Professionals (SACPCMP) as a Professional Construction Project Manager (Pr CPM) with less than five (05) years' experience.
- **Maximum of 10 points**
- **Site Agent** with experience as a Site Agent in building works projects.
  - **1 points** for every year as a Site Agent in building works projects, Detailed CV of site agent must be attached.
  - **Maximum of 5 points (5 years)**
- **Construction Health and Safety Practitioner** who as minimum is registered with South African Council for Project and Construction Management Professionals (SACPCMP) as a Construction Health and Safety Officer (CHSO)
  - **2 points** per year of construction health and safety practitioner role experience in construction projects

**Maximum of 10 points (5 years)**

### 3. Financial Capacity – 20 points maximum

<b>Financial Capacity</b>	<b>20</b>
Availability of financial Working Capital or Access to financial or credit facility(ies) from the value of R20 000 001 or more	20
Availability of financial Working Capital or Access to financial or credit facility(ies) from the value of between R15 000 001 to R20m	15
Availability of financial Working Capital or Access to financial or credit facility(ies) from the value of R10 000 001 to R15m	10
Availability of financial Working Capital or Access to financial or credit facility(ies) from to the between R5 000 0001 to R10m	5
Availability of financial Working Capital or Access to financial or credit facility(ies) for values less than R5m	0

### 4. Plant and equipment – 25 points maximum

<b>No</b>	<b>Description</b>	<b>Points per item</b>	<b>Maximum points</b>
1	1-ton Light delivery Vehicle (LDV) – Bakkie	0,5 points per bakkie	02
2	Tractor Loader Backhoe (TLB)	1 point per TLB	03
3	10m <sup>3</sup> tipper trucks or 8 to 10-ton drop side truck	1 point per truck	03
4	Walk behind smooth Compaction Roller	2 points per roller or compactor	02
5	Concrete mixer truck (Agitator truck / Transit mixer truck / Cement truck)	1 point per truck	05
6	Concrete Batch Plant (20-30m <sup>3</sup> per hour)	10 point per batch plant	10

The onus rests on the Tenderer to supply sufficient information to allow for evaluation and award of points. If insufficient detail is provided, zero points will be awarded for that particular item. Tenders scoring **less than 70 points** for functionality shall be regarded as **non-responsive**.



## **CATEGORY B: BUILDING WORKS (PROJECTS OF 1 – 200 UNITS)**

In this Category the points for functionality will be awarded as follows:

<b>Category B: functionality criteria</b>		<b>Maximum points</b>
1	Experience of the tendered (similar projects' Experience)	40
2	Qualifications and experience of key personnel	30
3	Financial Capacity	10
4	Plant and Equipment	20
	Maximum possible score for functionality	100

### **1. Project Experience of the Tendering Entity - 40 points maximum**

The Tenderer (the company) should have a proven track record of human settlements (Top Structures) / housing construction experience. Points for projects successfully completed in the past 10 years will be awarded as follows:

<b>Project Experience of the Tendering Entity</b>	<b>40</b>
Completion of projects of similar scope, with total project values of R20 million or greater, in the last ten years, supported by contactable references.	40
Completion of projects of similar scope, with total project values between R15 million to R19 999 999.99 in the last ten years, supported by contactable references.	30
Completion of projects of similar scope, with total project values between R10 million to R14 999 999.99 in the last ten years, supported by contactable references.	20
Completion of projects of similar scope, with total project values between R5 million to R9 999 999.99, in the last ten years, supported by contactable references.	10
Completion of project of similar scope, with total project values less R5 million, in the last ten years, supported by contactable references	0

A maximum of 40 points will be awarded to Tenderers with the required number of suitable projects listed. Details of housing / human settlements' projects or similar projects & supporting information must be entered in the Returnable Schedule. The bidder must attach Completion Certificates for each of the completed contracts, Failure to attach such evidence shall result in zero points allocation.

### **2. Qualifications and experience of Key Personnel - 30 points maximum**

- **Project/Contracts Manager with NQF 6 Qualification or higher** in Architecture, Building, Construction Management, Quantity Surveying or Civil
  - **10 points** for registration with South African Council for Project and Construction Management Professionals (SACPCMP) as a Professional Construction Manager (Pr CM) with five (05) years' experience of more, or
  - **05 points** for registration with South African Council for Project and Construction Management Professionals (SACPCMP) as a Professional Construction Project Manager (Pr CPM) with less than five (05) years' experience.
  - **Maximum of 10 points**
- **Site Agent with experience as a Site Agent in building works projects.**
  - **2 points** for every year as a Site Agent in building works projects, Detailed CV of site agent must be attached.



o **Maximum of 10 points (5 years)**

- **Construction Health and Safety Practitioner** who as minimum is registered with South African Council for Project and Construction Management Professionals (SACPCMP) as a Construction Health and Safety Officer (CHSO)

- o **2 points** per year of construction health and safety practitioner role experience in construction projects

**Maximum of 10 points (5 years)**

**5. Financial Capacity – 10 points maximum**

<b>Financial Capacity</b>	<b>10</b>
Availability of financial Working Capital or Access to financial or credit facility(ies) to the value of R5 000 001 or more	10
Availability of financial Working Capital or Access to financial or credit facility(ies) to the value between R4 000 001 and R5m	08
Availability of financial Working Capital or Access to financial or credit facility(ies) to the value between R3 000 001 and R4m	06
Availability of financial Working Capital or Access to financial or credit facility(ies) to the value between R2 000 001 and R3m	04
Availability of financial Working Capital or Access to financial or credit facility(ies) to the value between R1m and R2m	02
Availability of financial Working Capital or Access to financial or credit facility(ies) to the value of less than R1m	0

**6. Plant and equipment – 20 points maximum**

<b>No</b>	<b>Description</b>	<b>Points per item</b>	<b>Maximum points</b>
1	1-ton Light delivery Vehicle (LDV) – Bakkie	1 points per bakkie	02
2	Tractor Load Backhoe (TLB)	5 point per TLB	05
3	7 to 10m <sup>3</sup> tipper trucks or 6 to 8-ton drop side truck	5 point per truck	10
4	Walk behind smooth Compaction Roller	2 points per roller or compactor	02
5	Concrete mixer	1 point per mixer	01

The onus rests on the Tenderer to supply sufficient information to allow for evaluation and award of points. If insufficient detail is provided, zero points will be awarded for that particular item. Tenders scoring **less than 70 points** for functionality shall be regarded as **non-responsive**.



### **CATEGORY C: ENGINEERING WORKS (PROJECTS OF 201 – 1000 UNITS)**

In this Category the points for functionality will be awarded as follows:

<b>Category C: functionality criteria</b>		<b>Maximum points</b>
1	Experience of the tendered (similar projects' Experience)	30
2	Qualifications and experience of key personnel	25
3	Financial Capacity	20
4	Plant and Equipment	25
	Maximum possible score for functionality	100

#### **2. Project Experience of the Tendering Entity - 30 points maximum**

The Tenderer (the company) should have a proven track record of human settlements / Engineering works experience (**Municipality Engineering Services**). Points for projects successfully completed in the past 10 years will be awarded as follows:

<b>Project Experience of the Tendering Entity</b>	<b>30</b>
Completion of projects of similar scope, with total project values of R130 million or greater, in the last ten years, supported by contactable references.	30
Completion of projects of similar scope, with total project values between R80 million and R129 999 999.99, in the last ten years, supported by contactable references.	20
Completion of projects of similar scope, with total project values between R40 million and R79 999 999.99, in the last ten years, supported by contactable references.	10
Completion of projects of similar scope, with total project values between R20 million and R39 999 999.99, in the last ten years, supported by contactable references.	5
Completion of projects of similar scope, with total project values less than R20 million, in the last ten years, supported by contactable references.	0

A maximum of **30 points** will be awarded to Tenderers with the required number of suitable projects listed. Details of housing / human settlements' projects or similar projects & supporting information must be entered in the Returnable Schedule. The bidder must attach Completion Certificates for each of the completed contracts, Failure to attach such evidence shall result in zero points allocation.

#### **3. Qualifications and experience of Key Personnel - 25 points maximum**

- **Project/Contracts Manager with NQF 6 Qualification or higher** in Civil or Architecture, Building, Construction Management, Quantity Surveying
  - **10 points** for registration with South African Council for Project and Construction Management Professionals (SACPCMP) as a Professional Construction Manager (Pr CM) with five (05) years' experience of more, or
  - **05 points** for registration with South African Council for Project and Construction Management Professionals (SACPCMP) as a Professional Construction Project Manager (Pr CPM) with less than five (05) years' experience.
  - **Maximum of 10 points**
- **Site Agent** with experience as a Site Agent in Engineering works projects.
  - **1 points** for every year as a Site Agent in Engineering works projects, Detailed CV of site agent must be attached.
  - **Maximum of 5 points (5 years)**
- **Construction Health and Safety Practitioner** who as minimum is registered with

South African Council for Project and Construction Management Professionals (SACPCMP) as a Construction Health and Safety Officer (CHSO)

- o **2 points** per year of construction health and safety practitioner role experience in Engineering works projects

**Maximum of 10 points (5 years)**

**7. Financial Capacity – 20 points maximum**

<b>Financial Capacity</b>	<b>20</b>
Availability of financial Working Capital or Access to financial or credit facility(ies) to the value of R20 000 001 or more	20
Availability of financial Working Capital or Access to financial or credit facility(ies) to the value between R15 000 001 and R20m	15
Availability of financial Working Capital or Access to financial or credit facility(ies) to the value between R10 000 001 and R15m	10
Availability of financial Working Capital or Access to financial or credit facility(ies) to the value between R5 000 0001 and R10m	5
Availability of financial Working Capital or Access to financial or credit facility(ies) to the value of less than R5m	0

**8. Plant and equipment – 25 points maximum**

<b>No</b>	<b>Description</b>	<b>Points per item</b>	<b>Maximum points</b>
1	1-ton Light delivery Vehicle (LDV) – Bakkie	0,5 points per bakkie	02
2	Excavator or Tractor Load Backhoe (TLB)	1 point per excavator	02
3	10m <sup>3</sup> tipper trucks or 8 to10-ton drop side truck	1 point per truck	04
4	Loader	2 points per roller or compactor	02
5	Ride-on smooth drum Compactor or Roller	5 points per roller or compactor	05
6	Motor Grader	10 point per grader	10

The onus rests on the Tenderer to supply sufficient information to allow for evaluation and award of points. If insufficient detail is provided, zero points will be awarded for that particular item. Tenders scoring **less than 70 points** for functionality shall be regarded as **non-responsive**.

### **CATEGORY D: ENGINEERING WORKS (PROJECTS OF 1 – 200 UNITS)**

In this Category the points for functionality will be awarded as follows:

<b>Category D: functionality criteria</b>		<b>Maximum points</b>
1	Experience of the tendered (similar projects' Experience)	40
2	Qualifications and experience of key personnel	30
3	Financial Capacity	10
4	Plant and Equipment	20
	Maximum possible score for functionality	100

#### **3. Project Experience of the Tendering Entity - 40 points maximum**

The Tenderer (the company) should have a proven track record of human settlements / Engineering works experience (**Municipality Engineering Services**). Points for projects successfully completed in the past 10 years will be awarded as follows:

<b>Project Experience of the Tendering Entity</b>	<b>40</b>
Completion projects of similar scope, with total project values of R20 million or greater, in the last ten years, supported by contactable references.	40
Completion projects of similar scope, with total project values between R15 million to R19 999 999.99 in the last ten years, supported by contactable references.	30
Completion projects of similar scope, with total project values between R10 million to R14 999 999.99 in the last ten years, supported by contactable references.	20
Completion projects of similar scope, with total project values between R5 million to R9 999 999.99, in the last ten years, supported by contactable references.	10
Completion project of similar scope, with total project values less R5 million, in the last ten years, supported by contactable references	0

A maximum of 40 points will be awarded to Tenderers with the required number of suitable projects listed. Details of housing / human settlements' projects or similar projects & supporting information must be entered in the Returnable Schedule. The bidder must attach Completion Certificates for each of the completed contracts, Failure to attach such evidence shall result in zero points allocation.

#### **4. Qualifications and experience of Key Personnel - 30 points maximum**

- **Project/Contracts Manager with NQF 6 Qualification or higher** in Architecture, Building, Construction Management, Quantity Surveying or Civil
  - **10 points** for registration with South African Council for Project and Construction Management Professionals (SACPCMP) as a Professional Construction Manager (Pr CM) with five (05) years' experiences of more, **OR**
  - **05 points** for registration with South African Council for Project and Construction Management Professionals (SACPCMP) as a Professional Construction Project Manager (Pr CPM) with less than five (05) years' experience.
  - **Maximum of 10 points**
- **Site Agent** with experience as a Site Agent in Engineering works projects.
  - **2 points** for every year as a Site Agent in Engineering works projects, Detailed CV of site agent must be attached.
  - **Maximum of 10 points (5 years)**
- **Construction Health and Safety Practitioner** who as minimum is registered with South African Council for Project and Construction Management Professionals



(SACPCMP) as a Construction Health and Safety Officer (CHSO)

- o **2 points** per year of construction health and safety practitioner role experience in Engineering works projects

**Maximum of 10 points (5 years)**

**9. Financial Capacity – 10 points maximum**

<b>Financial Capacity</b>	<b>10</b>
Availability of financial Working Capital or Access to financial or credit facility(ies) to the value of R5 000 001 or more	10
Availability of financial Working Capital or Access to financial or credit facility(ies) to the value between R5 000 001 and R5m	08
Availability of financial Working Capital or Access to financial or credit facility(ies) to the value between R3 000 001 and R4m	06
Availability of financial Working Capital or Access to financial or credit facility(ies) to the value between R2 000 001 and R3m	04
Availability of financial Working Capital or Access to financial or credit facility(ies) to the value between R1m and R2m	02
Availability of financial Working Capital or Access to financial or credit facility(ies) to the value of less than R1m	0

**10. Plant and equipment – 20 points maximum**

<b>No</b>	<b>Description</b>	<b>Points per item</b>	<b>Maximum points</b>
1	1-ton Light delivery Vehicle (LDV) – Bakkie	0,5 points per bakkie	02
2	Excavator Tractor Load Backhoe (TLB)	1 point per excavator	03
3	7 to 10m <sup>3</sup> tip trucks or 6 to 8-ton drop side truck	5 point per truck	05
4	Ride-on smooth drum Compactor or Roller	5 points per roller or compactor	05
5	Motor Grader	5 point per grader	05

The onus rests on the Tenderer to supply sufficient information to allow for evaluation and award of points. If insufficient detail is provided, zero points will be awarded for that particular item. Tenders scoring **less than points** for functionality shall be regarded as **non-responsive**.

A non-responsive tender offer will be rejected and not allowed to subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

Points scored for Functionality will only be used in ascertaining whether or not a tender is Responsive and shall have no further significance in the final point score which is based on Price and Specific Goals as defined in PPPFA Regulations 2022

CVs of all Key Personnel in all must clearly indicate their role, relevant project work experience (project description, details and extent of works, role, duration, etc.) including years of experience in line with the role as well as any supporting certificates required as stated in tender data. Should this not be clearly indicated, CV unsigned by the incumbent and or supporting certificates not provided as required, shall result in zero points allocation for that incumbent.

C.2.6  
Acknowledge  
Addenda

All tenderers shall acknowledge receipt of any Addenda issued and to complete and sign Record of Addenda to Tender Documents in the Returnable Schedules.

**Clause**

**Data**

C.2.7 Clarification Meeting	The arrangements for a <b>COMPULSORY</b> information session are stated in the Tender Notice and Invitation to Tender. Tenderers are however obligated to complete and sign the included form.
C.2.8 Seek clarification	No telephone or any other form of communication with any other Eastern Cape Department of Human Settlements member of staff, other than the named individuals on the tender advert, relating to this request for the tender will be permitted. All enquiries regarding this tender must be in writing only and must be directed to all the named individuals.
C.2.10 Pricing the Tender Offer	<p>The quantities set out in the Bill of Quantities are fictitious quantities for the purpose of reducing tenders to a comparable basis for evaluation. The quantities of work finally accepted and certified for payment, and not the quantities given in the Bill of Quantities, will be used to determine payments to the Contractor. Each works assignment will be calculated on an "ad-hoc" basis, and works will be set out accordingly.</p> <p>The validity of the contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.</p> <p>In terms of a ruling by the former Commissioner of inland Revenue, housing subsidies fall within the definition of "transfer payments" as contemplated in the Value Added Tax Act, 1991 (Act No. 22 of 1991) and is subject to VAT at a rate of zero percent (0%).</p> <p>Tendered rates in the Pricing Data shall be subject to adjustment for inflation as provided for below:</p> <ul style="list-style-type: none"> <li>(i) The rates shall be fixed for the first 12-month period determined from Start Date (see Clause 1) and no adjustment during this period will be allowed for change of housing subsidy quantum.</li> <li>(ii) On the 12-month anniversary date of the Start Date or Gazetting of the adjusted Housing Subsidy Quantum whichever comes last, the FC rates shall be adjusted by the percentage change in Housing Subsidy Quantum as published by the National Department of Human Settlements and fixed at this value for the following 12-month period or Gazetting of another Housing Subsidy Quantum adjustment whichever comes last. Subsequent 12-month periods shall be dealt with on the same basis.</li> <li>(iii) Adjustment for change in subsidy quantum of yearly rates as well as lump or provisional sums shall only be applicable to that portion of the relevant Works which is incomplete at the end of the 12-month anniversary date or Gazetting of the adjusted Housing Subsidy Quantum (which ever comes last) and shall not be applicable to any progress payments already claimed.</li> </ul> <p>Adjustment for inflation shall only be applicable for Works or portions thereof, that are still within the prescribed programme and any approved extensions of time."</p>
C.2.12 Alternative Tender Offers	Alternative tender offers will <b>NOT</b> be considered.

Clause	Data
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<p>C.2.13 Submitting a Tender Offer</p>	<p>The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:</p> <p><b>Bid box at the</b></p> <p>Eastern Cape Department of Human Settlements, 31-33 Phillip Frame Road, Waverly park, Chiselhurst, East London, 5200</p> <p><b>Identification details:</b></p> <p>Contract Number: <b>SCMU11-23/24-035: Appointment of contractors to form part of the departmental framework agreement with contractors for construction of 40m<sup>2</sup>, 45m<sup>2</sup>, 50m<sup>2</sup> houses, internal services (full &amp; partial) in the province for a period of thirty-six (36) months.</b></p> <p><b>Add clause.... C.2.13.10</b></p> <p>Submission of a "<b>Copy</b>" of the tender offer is <b>Not</b> compulsory</p> <ul style="list-style-type: none"> <li>(a) The binding of the original volume of the Tender Document may <b>Not</b> be dismantled.</li> <li>(b) An Indexed file (or files) with all supporting documentation clearly marked with tenderer's name clearly marked on the spine or cover must be submitted together with the Tender Document.</li> </ul>
<p>C2.14 Information and Data to be completed in all respects</p>	<p>where schedules provided by the Employer are not enough - Tenderer to make additional copies and submit them as additional returnable documents as prescribed in T2.1.</p>
<p>C2.15 Closing time</p>	<p>The closing date and time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender (T1.1).</p>
<p>C2.16 Tender offer validity</p>	<p>The tender offer validity period is <b>120 days</b>. If the expiry date coincides with a public holiday, or any other non-working day the validity shall expire at close of business on the Employers first working day following the 120-day period.</p>
<p>C2.17 Clarification of Tender Offer after submission</p>	<p><b>Negotiating a Fair Market Related Price</b></p> <p>In the event that the evaluation of the tenderer's offer, and findings of an objective market analysis indicate that the prices and or rate(s) offered are above market related prices, and it is determined that an unacceptable commercial risk to the organisation is present i.e.;</p> <ul style="list-style-type: none"> <li>(a) it is believed that the total of prices or rate(s) is considered to be excessive and or</li> <li>(b) the total of prices is above the budget available for the project</li> </ul> <p>The award of the tender(s) may be subject to price (rates) negotiation with the preferred tenderers by adhering to the following principles:</p> <ul style="list-style-type: none"> <li>(a) Negotiating may not allow any preferred tenderer a second or unfair opportunity</li> <li>(b) Is not to the detriment of any other tenderer</li> <li>(c) Does not lead to a higher price than the bid as submitted.</li> <li>(d) Negotiations are fair and objective and not be used to unfairly prejudice the highest scoring / preferred tenderers or any other tenderer</li> <li>(e) Members of the negotiating team behave ethically at all material times during and after negotiations, not divulge any information related to negotiations to third parties</li> </ul>

Clause	Data
	<p>without prior consent from the relevant authority.</p> <p>(f) All negotiations be officially closed with a decision communicated and agreed between parties before moving to negotiate with the next preferred tenderer</p> <p>Negotiation of the final contract with the preferred tenderer would be confined to the final terms of the contract and any of the rates may be amended and adjusted in order to manage commercial risk provided that the tendered sum is not increased.</p> <p>If the risk cannot be made acceptable (tenderer electing not adjust his/their rates), a risk analysis would be conducted on the next highest ranked tenderer(s) or tenderer(s) scoring the highest points after the points have been recalculated, based on the most favourable comparative offer remaining in contention for the award of the contract. The process would be repeated until the tenderer who satisfies the risk analysis is identified.</p> <p>If the risk(s) cannot be brought to an acceptable level through this process, the employer may consider cancellation of the tender, revise the scope of work, and call for new tenders.</p>
C.2.18.1 Provide other material	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
C2.23 Certificates	<p><b>The tenderer must submit with the Original Tender Document as s separate index and clearly marked file, the certificates and documents stated below:</b></p> <ul style="list-style-type: none"> <li>• Proof of Attendance at Compulsory Clarification Meeting (if provided differently to T2.2.1)</li> <li>• Authority for Signatory (in Tenderer's letter head)</li> <li>• JV Agreement (if applicable)</li> <li>• National Treasury - Central Supplier Database Registration</li> <li>• Certified copy of business registration documents, as issued by CIPC</li> <li>• Certified copy of Identity Document (All Company Director(s) of the Tendering Entity(ies))</li> <li>• SARS - Tax compliance PIN letter</li> <li>• Proof of Registration with Bargaining Council of Civil Engineering Industry (BCCEI)</li> <li>• Certified copy of Workmen's Compensation Certificate, Act 4 of 2002</li> <li>• Certified copy of Unemployment Insurance Certificate, Act 4 of 2002</li> <li>• Verification of CIDB Registration and Status</li> <li>• NHBRC registration certificate</li> <li>• Similar Projects – Completions Certificates and or Reference Letters</li> <li>• CV's of Key Personnel and certified copies of Certificates (qualification &amp; professional registration where applicable)</li> <li>• Plant and Equipment Documents – Proof of ownership or Letter of Intent to Lease / Hire, etc</li> <li>• Verifiable proof / confirmation of access to project finance and or Financial Facility(ies)</li> <li>• Claiming of Preference Points Documentation</li> <li>• Proof of address: Municipal account statement or Lease agreement</li> </ul>
<b>EMPLOYER'S UNDERTAKINGS</b>	
C.3.4 Opening of tender submissions	Tenders will be opened on the date of tender closure at 31-33 Phillip Frame Road, Waverly park, Chiselhurst, East London
C.3.5 Two – Envelope System	A two-envelope procedure will <b>NOT</b> be followed.



Clause	Data
	<p><b>CRITERIA FOR BREAKING DEADLOCK IN SCORING</b></p> <p>(a) If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.</p> <p>(b) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.</p>
C.3.13	<p><b>Notes to Tenderers</b></p> <p>(a) Tenderers must be registered on Government's Central Supplier Database (CSD) and include their master registration number (MAA number) on the cover page of the tender document in order to enable the institution to verify the tenderers tax status on the CSD.</p> <p>(b) Tenderer's tax matters are in order (compliant).</p> <p>(c) the Tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform to the contract in the best interests of the employer or potentially compromise the Tender process.</p> <p>(d) the Tenderer must be registered with:</p> <ol style="list-style-type: none"> <li>the Unemployment Insurance Fund (UIF); and</li> <li>the Workmen's Compensation Fund</li> </ol> <p>(e) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorised official can sign the bid.</p> <p>(f) the Tenderer signed the Form of Offer that is part of the Form of Offer and Acceptance for the panel they are bidding for.</p> <p>(g) the Tenderer submits fully priced Bill of Quantities.</p> <p>(h) All information required to assess 'Functionality' as per Tender Data scheduled requirements</p> <p>(i) the bidder has submitted the necessary information to evaluate "Functionality" with respect to Technical Competency, Experience and Resources Adjudication as detailed in C2.1 and T2.1 hereafter.</p>
C.3.17 Provide copies of the contracts	The number of paper copies of the signed contract to be provided by the Employer is <b>One</b> .



<p>Additional conditions applicable to this tender</p>	<p><b>The additional conditions of tender are:</b></p> <ol style="list-style-type: none"> <li>1. The Tenderers having the highest ranking / number of points, will additionally be reviewed against the following, in order to ascertain suitability for award. Tenderers will be assessed on whether: <ol style="list-style-type: none"> <li>i) A tenderer has been terminated from a contract between them and any organ of state on account of failure to perform on or comply with the contract.</li> <li>ii) The financial health of the bidder will be assessed if deemed necessary, to ensure that the service provider will be able to operate as per required deliverable.</li> <li>iii) Unduly high or unduly low Tendered rates in the Tender offer. In this regard, a financial risk analysis will be performed to verify that the costs and or rates are reasonable and balanced.</li> <li>iv) In terms of unduly high Tendered amounts in the Tender offer, negotiation process as outlined in C2.17 will apply.</li> </ol> </li> <li>2. Tenders may be disqualified if tendered rates are found to be distorted. The market average of received bid prices excluding Outliers, as well as the Eastern Cape Department of Human Settlements' estimate will be used as a guide to indicate financial risk.</li> <li>3. The original tender document shall be submitted as a whole and shall not be taken apart. where schedules provided by the Employer are not enough - Tenderer to make additional copies and submit them as additional returnable documents as prescribed in T2.1.</li> <li>4. List of returnable documents (PART T2) must be completed in full. (A Tenderer's company profile will not be used by the Eastern Cape Department of Human Settlements to complete PART T2 on behalf of the Tenderer)</li> </ol>
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## **PART T2**

### **RETURNABLE DOCUMENTS**

- T2.1 List of Returnable Documents
- T2.2 Returnable Documents

## T2.1

### LIST OF RETURNABLE DOCUMENTS

The original and completed tender document (refer clauses **C.1.2** and **C.2.13** of the Conditions of Tender) shall be returned with all the required information, duly completed in non-erasable ink in all aspects.

The following documents and schedules are to be completed and returned, as they constitute the tender. Whilst many of the Returnable Forms are required for the purpose of evaluating the tenders, some will form part of the subsequent Contract, as they form the basis of the tender offer. For this reason, it is important that tenderers submit, return, complete and sign **all the information, documents, and schedules, as requested**.

Tenderers shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.

Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a Contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as fraudulent /willful misrepresentation by that tenderer to induce the Contract. In such event the Employer has the discretionary right under Clause 8.4 of the Conditions of Contract to terminate the Contract. The Employer will also take steps to have such tenderer Registered as a Tender Defaulter in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.

#### Returnable Schedules required for tender evaluation purposes

T 1.1 (SBD1)	Invitation to Bid
T 2.2.1	Certificate of Attendance at Compulsory Clarification Meeting
T 2.2.2A	Authority for Signatory (Pro forma)
T 2.2.2B	Certificate of Authority for Joint Venture / Consortium (Pro forma)
T 2.2.3	Compulsory Enterprise Questionnaire
SBD 4	Declaration of Interest
SBD 6.1	Preference Points Claim Form in Terms of Preferential Procurement Regulations 2022
SBD 9	Certificate of Independent Tender Determination
T 2.2.4	Indication of category and regional cluster of the Framework Agreement
2.2.5	Record of Addenda to Tender Documents
T 2.2.6	Amendments and Qualifications by the Tenderer
T.2.2.7	Confirmation of CIDB Contractor registration
T.2.2.8	Confirmation of NHBRC Contractor registration
T 2.2.9	Tenderer's Experience - Similar Projects
T 2.2.9.1	Completed projects
T 2.2.9.2	Current projects
T 2.2.10	Key Personnel - Qualifications, Expertise and Experience
T 2.2.11	Schedule of Plant and equipment
T 2.2.12	Schedule of Financial Facilities

### **Returnable Schedules that will be incorporated into the Contract**

- C 1.1: Form of Offer and Acceptance  
C 1.2: Contract Data  
C 2.2: Pricing Schedule

### **Documents to be submitted with the Original Tender Document**

- Annexure 1: Proof of Attendance at Compulsory Clarification Meeting (if provided differently to T2.2.1)
- Annexure 2: Authority for Signatory (in Tenderer's letter head)
- Annexure 3: JV Agreement (if applicable)
- Annexure 4: National Treasury - Central Supplier Database Registration
- Annexure 5: Certified copy of business registration documents, as issued by CIPC
- Annexure 6: Certified copy of Identity Document (All Company Director(s) of the Tendering Entity(ies))
- Annexure 7: SARS - Tax compliance PIN letter
- Annexure 8: Proof of Registration with Bargaining Council of Civil Engineering Industry (BCCEI)
- Annexure 9: Certified copy of Workmen's Compensation Certificate, Act 4 of 2002
- Annexure 10: Certified copy of Unemployment Insurance Certificate, Act 4 of 2002
- Annexure 11: Verification of CIDB Registration and Status/ Active
- Annexure 12: Verification of NHBRC Registration and Status/ Active
- Annexure 13: Similar Projects – Awards, Completions Certificates and Reference Letters
- Annexure 14: Key Personnel - CV's and certified copies of Certificates
- Annexure 15: Plant and Equipment - Proof of ownership and Plant Lease Agreement where applicable
- Annexure 16: Verifiable proof of the Financial Facilities
- Annexure 17: Preferential claim points document
- Annexure 18: Proof of address: Municipal account statement or Lease agreement
- Annexure 19: Additional T2.2.3, SBD 4 and 6.1, Declarations and Schedules in cases of Joint Venture (T2.2.3, SBD 4 and 6.1 should be submitted for each member of the Joint Venture)
- Annexure 20: Additional portfolio of evidence Tenderer deem crucial to provide (optional)

#### **Note to tenderers:**

1. These documents should be in a Separate Indexed file with the tenderer's name clearly marked on the spine or cover.
2. Where a tendering entity is a Joint Venture (JV), in addition to the declarations in the original tender document which must be completed and signed by the lead entity of the JV, the tenderer must make copy(ies) of the following schedules and declarations, and should be submitted for other member(s) of the JV as Annexure 16:
  - T 2.2.3: Compulsory Enterprise Questionnaire
  - SBD 4: Declaration of Interest
  - SBD 6.1: Preference Points Claim form in terms of Preferential Procurement Regulations 2022

**T2.2**

**RETURNABLE SCHEDULES**

**T.2.2.1 : CERTIFICATE OF TENDERER'S ATTENDANCE OF COMPULSORY CLARIFICATION MEETING**

This is to certify that I, **(NAME IN PRINT)**..... ,

representative of (Tenderer) .....

of (address) .....

Telephone number .....

Fax number .....

Cell number .....

Email .....

attended the compulsory information session on (date) .....

**Tenderers Representation:** (Signature).....(Date).....

**Employer's Representative:**

(Signature).....(Date).....

(Name) .....

Or

Attach copy of the signed attendance register [relevant page(s) only]

**T.2.2.2 A: CERTIFICATE OF AUTHORITY FOR SIGNATORY (PRO-FORMA)**

"By resolution of the board of directors passed at a meeting held on .....

Mr / /Ms....., whose signature appears below, has been duly  
Authorised to sign all documents in connection with **SCMU11-23/24/0..... PANELS OF  
FRAMEWORK CONTRACTORS FOR CONSTRUCTION OF 40m<sup>2</sup>, 45m<sup>2</sup>, 50m<sup>2</sup> HOUSING UNITS,  
INTERNAL (FULL AND PARTIAL) SERVICES IN HUMAN SETTLEMENTS' PROJECTS "ON AS WHEN  
REQUIRED BASIS" IN THE EASTERN CAPE PROVINCE FOR A PERIOD OF THIRTY-SIX (36)  
MONTHS**

and any Contract that may arise therefrom on behalf of (Name of Tenderer in block capitals)

.....

Signed on behalf of the company ..... (name)

In his/her capacity as: .....

Date.....

Signature of signatory:.....

Witnesses: 1.....

2.....

**ALTERNATIVELY**

Signatory for companies shall confirm his/her authority thereto by attaching a duly signed and  
dated copy on the company letterhead of the relevant resolution of the board of directors to  
this form.

### T.2.2.2 B: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (PRO-FORMA)

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....

#### ALTERNATIVELY

Signatory for companies shall confirm his/her authority thereto by attaching a duly signed and dated copy on the lead partner company letterhead of the relevant resolution of the **Joint Venture** to this form.



### T.2.2.3 : COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a Joint Venture, separate questionnaires in respect of each partner must be completed and submitted.

#### SECTION 1:

Name of Enterprise: .....

Address of Enterprise: .....

.....

.....

#### SECTION 2:

VAT Registration Number, if any: .....

#### SECTION 3:

CIDB Registration Number, if any: .....

NHBRC Registration Number, any: .....

#### SECTION 4:

Particulars of Sole Proprietors and Partners in partnerships:

NAME*	IDENTITY NUMBER *	PERSONAL INCOME TAX NUMBER*

\* Complete only if Sole Proprietors or Partnership and attach separate page if more than 5 (five) partners.

## SECTION 5: Particulars of Companies and Close Corporations:

Company Registration Number: .....

Close Corporation Number: .....

Tax Reference Number: .....

## SECTION 6: Record of service of the State:

Indicate by marking the relevant boxes with a cross, if any Sole Proprietor, partner in partnership or Director, Manager, Principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 (twelve) months in the service of any of the following:

- A member of any Municipal Council;
- A member of any Provincial Legislature;
- A member of the National Assembly or the National Council for Provinces;
- A member of the Board of Directors of any Municipal entity;
- An official of any Municipality or Municipal entity;
- An employee of any Provincial Department, National or Provincial public entity or Constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999);
- A member of the accounting authority of any National or Provincial public entity; or
- An employee of Parliament or a provincial legislature.

If any of the above boxes are marked, disclose the following:

Name of Sole Proprietor, Partner, Director, Manager, Principal shareholder or Stakeholder	Identity Number	Name of Institution, Public Office, Board or Organ of State and position held	Status of service (tick appropriate column)	
			Current	Within last 12 months

\* Insert separate page if necessary.

## **SECTION 7: Record of spouses, children and parents in the service of the State:**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a Sole Proprietor, Partner in a partnership or Director, Manager, Principal shareholder or Stakeholder in a company or close corporation is currently or has been within the last 12 (twelve) months been in the service of any of the following:

- A member of any Municipal Council;
- A member of any Provincial Legislature;
- A member of the National Assembly or the National Council for Provinces;
- A member of the Board of Directors of any Municipal entity;
- An official of any Municipality or Municipal entity;
- An employee of any Provincial Department, National or Provincial public entity or Constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999);
- A member of the accounting authority of any National or Provincial public entity; or
- An employee of Parliament or a provincial legislature.

**SIGNED ON BEHALF OF THE TENDERER:** .....

**DATE:** .....

## BIDDER'S DISCLOSURE

**SBD 4**

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

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

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

<sup>2</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.

## **SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

### **1. GENERAL CONDITIONS**

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS	POINTS
<b>PRICE</b>	90	80
<b>SPECIFIC GOALS</b>	10	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>	<b>100</b>

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

**1.6** The 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.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1 POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 80/20 & \text{or} & 90/10 \\
 P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

#### 3.1.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 80/20 & \text{or} & 90/10 \\
 P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

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 SPECIFIC GOALS

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women owned Organisations	4	8		
Youth owned Organisations	2	4		
Organisations owned by People with Disability	1	2		
Locality: Eastern Cape	2	5		
Military Veteran owned Organisations	1	1		



## DECLARATION WITH REGARD TO COMPANY/FIRM

1.1 Name of company/firm: .....

1.2 Company registration number: .....

1.3 TYPE OF COMPANY/ FIRM

☐ Partnership / Joint Venture / Consortium

☐ One-person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

- 1.4 I, 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-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificates, 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
    - (a) disqualify the person from the tendering process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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 .....

.....

.....

## T.2.2.4 : INDICATION OF CATEGORY AND REGIONAL CLUSTER OF THE FRAMEWORK AGREEMENT THE TENDERER

1. The Tenderer must state below which Framework Agreement Categories they are bidding for. Failure to select a category in line with the requirement shall result in elimination.

Category	Framework Agreement Panel Description	Tendering for
A	Building Works 201 – 1000 units	Y <input type="checkbox"/> / N <input type="checkbox"/>
B	Building Works 1 – 200 units	Y <input type="checkbox"/> / N <input type="checkbox"/>
C	Municipal Engineering Works 201 – 1000 sites	Y <input type="checkbox"/> / N <input type="checkbox"/>
D	Municipal Engineering Works 1 – 200 sites	Y <input type="checkbox"/> / N <input type="checkbox"/>

2. The tenderer must state below the regional cluster they are bidding for. Failure to select only one (01) regional cluster in line with the requirement shall result in elimination.

NO	Regional Cluster	Tendering for
1	Alferd Nzo, OR Tambo, Joe Gqabi and Chris Hani regions	Y <input type="checkbox"/> / N <input type="checkbox"/>
2	Amathole, Buffalo City Metropolitan, Nelson Mandela Bay Metropolitan and Sarah Baartman regions	Y <input type="checkbox"/> / N <input type="checkbox"/>

**Tenderers are required to select the Category and Regional cluster they are tendering for by indicating in the relevant schedule provided with this document (T2.2.4 Indication of category and regional cluster of the Framework Agreement the tenderer is tendering for).**

### 1.1 Regional selection

A tenderer must select only one (01) regional cluster they will service for the duration of the Framework Agreement. **Notwithstanding that, a tenderer may not tender for:**

- Regional cluster 1 and 2 at the same time

**Failure to meet the requirement of regional cluster selection shall result in elimination.**

### 1.2 Category selection

A tenderer can tender in one or to a maximum of two categories. **Notwithstanding that, a tenderer may not tender for:**

- Category C or Category D if he/she is not tendering for Category A or B (no tenderers may tender to be included in the Municipal Engineering Works if they are not bidding in the Building Works Category A or B).
- A contractor that applies for category A and B and qualifies for placement on both will placed in the highest qualifying category. (Contractors will only be placed on either category A or B not both)
- A contractor that applies for Category C and D and qualifies for placement on both will placed in the highest qualifying category. (Contractors will only be placed on either category C or D not both)
- A tenderer is allowed to tender for either category A or category B whilst not tendering for neither category C nor category D.

**Failure to meet the requirement of the category selection will result in elimination.**

**Allowable possible category combinations:**

Contractor can tender and subsequently participate in the Framework if the tenderer is successful in one of the following ways:

- Category A only (NHBRC registration)
- Category A and Category C (NHBRC registration and registration with CIDB in Grading 6CE or higher)
- Category A and Category D (NHBRC registration and registration with CIDB in Grading 1-5 CE)
- Category B only, (NHBRC registration)
- Category B and Category C (NHBRC registration and registration with CIDB in Grading 6CE or higher)
- Category B and Category D (NHBRC registration and registration with CIDB in Grading 1-5 CE)

.....  
**SIGNATURE**

.....  
**DATE**

.....  
**POSITION**

.....  
**NAME OF BIDDER**

**T.2.2.5 : RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
No	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

.....  
**SIGNATURE**

.....  
**DATE**

.....  
**POSITION**

.....  
**NAME OF BIDDER**

**T.2.2.6 : PROPOSED AMENDMENTS AND QUALIFICATIONS**

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

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Attach additional pages if more space is required.

.....  
**SIGNATURE**

.....  
**DATE**

.....  
**POSITION**

.....  
**NAME OF BIDDER**

#### **T.2.2.7 : CONFIRMATION OF CIDB CONTRACTOR REGISTRATION**

The Tenderer must attach to this page a **certified copy** of the Tenderer's Construction Industry Development Board (CIDB) certificate.

I/We understand that only Tenderers who are registered with the Construction Industry Development Board (CIDB) in a Contractor grading designation equal to or higher than a Construction grading designation determined in accordance with the sum tendered for, are eligible to submit tenders.

Joint Ventures are eligible to submit Tenders provided that:

1. Every member of the Joint Venture is registered with the CIDB;
2. The lead partner has a Contractor grading of not more than one lower than the designation determined in accordance with the sum tendered.
3. The combined Contractor grading designation calculated in accordance with the CIDB Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered; and
4. The contract participation of each member in a Joint Venture is in accordance with the individual member's CIDB contractor grading designation.

I/We understand that the Employer may only enter into a formal contract with a Tenderer who is registered with the Construction Industry Development board (CIDB) as a CIDB Designation **CE** of the correct Class in accordance with the tendered sum) and has been issued with such a CIDB Contractor registration grading designation.

#### **Contractor Industry Development Board (CIDB) Contractor Registration**

I/We wish to confirm the following:

**Yes** I/We are registered with the CIDB as a Contractor:

Registration No.: .....

CIDB Contractor's Grading: .....

Tender amount, VAT excluded: R.....

I/We understand that:

Tenderers must be registered prior to the closing date/time for tender submissions in a CIDB Contractor grading designation equal to or higher than a grading corresponding to the amount tendered.

DESIGNATION	UPPER LIMIT, (R) OF TENDER VALUE RANGE, VAT INCLUDED
1	R500 000
2	R1 000 000
3	R3 000 000
4	R6 000 000
5	R10 000 000
6	R20 000 000
7	R60 000 000
8	R200 000 000
9	No limit

**TABLE:** The value required to determine the financial capability of a Contractor is as indicated.

**SIGNED ON BEHALF OF THE TENDERER:** .....

**DATE:** .....

**T.2.2.8 CONFIRMATION OF NHBRC CONTRACTOR REGISTRATION**

The Tenderer must attach to this page a certified copy of the Tenderer's National Home Builders Registration Council (NHBRC) Certificate.

I/We understand that only Tenderers who are registered with the National Home Builders Registration Council (NHBRC) are eligible to submit tenders.

Joint Ventures are eligible to submit Tenders provided that every member of the Joint Venture is registered with the NHBRC.

I/We understand that the Employer may only enter into a formal contract with a Tenderer who is registered with the NHBRC.

**National Home Builders Registration Council (NHBRC) Contractor Registration**

I/We wish to confirm the following:

Registration No.: .....

The Certificate must be valid for a period of 1 (one) year.

Date Issued: .....

Expiry Date: .....

I/We understand that Tenderers must be registered with the NHBRC prior to the closing date/time for tender.

**SIGNED ON BEHALF OF THE TENDERER: .....**

**DATE: .....**



#### **T.2.2.9 : TENDERER'S EXPERIENCE IN SIMILAR PROJECTS**

In this section, the tender document makes provision for the Tenderers to demonstrate that they have the required minimum experience and competency in undertaking relevant (similar) projects.

To fulfil this requirement Tenderers are required to submit full details of, and reliable contactable references for relevant projects which were successfully completed and attach completion certificates and or employer (client) reference letter or similar. Projects relevant must be of similar scope, nature and size, as specified in the tender data and completed within the last ten (10) years.

Notwithstanding the requirements stated above, Department of Human Settlements reserves the right to ask for additional information, conduct in-loco inspections and any other means necessary in order to verify the information provided by the tenderer.

**SCHEDULE T2.2.9.1**

**TENDERER'S EXPERIENCE IN SIMILAR PROJECTS**

**[COMPLETED PROJECTS]**

No	Project ID and Name	Project description (Nature of Work)	Date completed (Month/Yr)	Value (R m)	Employer	Contact Person details
1						Name: Email: Tel No:
2						Name: Email: Tel No:
3						Name: Email: Tel No:
4						Name: Email: Tel No:
5						Name: Email: Tel No:
6						Name: Email: Tel No:
7						Name: Email: Tel No:
8						Name: Email: Tel No:

.....  
**SIGNATURE**

.....  
**DATE**

.....  
**NAME OF BIDDER**

**SCHEDULE T2.2.9.1 (Cont....)TENDERER'S EXPERIENCE IN SIMILAR PROJECTS [COMPLETED PROJECTS]**

No	Project ID and Name	Project description (Nature of Work)	Date completed (Month/Yr)	Value (R m)	Employer	Contact Person details		
						Name:	Email:	Tel No:
9								
10								
11								
12								
13								
14								
15								
16								

**SCHEDULE T2.2.9.2 TENDERER'S EXPERIENCE IN SIMILAR PROJECTS [CURRENT PROJECTS]**

No	Project ID and Name	Project description (Nature of Work)	Date completed (Month/Yr)	Value (R m)	Employer	Contact Person details
1						Name: Email: Tel No:
2						Name: Email: Tel No:
3						Name: Email: Tel No:
4						Name: Email: Tel No:
5						Name: Email: Tel No:
6						Name: Email: Tel No:
7						Name: Email: Tel No:
8						Name: Email: Tel No:

.....  
**SIGNATURE** .....  
.....  
**DATE** .....  
.....  
**NAME OF BIDDER** .....

**T.2.2.10 : KEY PERSONNEL**

Role	Name	Qualification (s)	Professional registration details			Relevant experience (years)
			Body	Category	Reg No	
<b>Contracts Manager</b> with NQF 6 Qualification in Architecture, Building, Construction Management, Quantity Surveying or Civil engineering						
<b>Site Agent</b> experience as a Site Agent in building works projects.						
<b>Health and Safety Officer</b> who as minimum is registered with South African Council for Project and Construction Management Professionals (SACPCMP) as a Construction Health and Safety Officer (CHSO)						

.....  
**SIGNATURE**

.....  
**DATE**



## T.2.2.12 : SCHEDULE OF FINANCIAL FACILITIES

This shall mean access to financial/ credit facility(ies) to be used as a working capital, until such time that the first milestone can be created to warrant a claim from the Department. This can either be in form of

- cash in the bank account of the company or
- pre-approved credit facility,
  - by a Registered Financial Institution or
  - for materials by a materials supplier, or
  - for leasing of plant and equipment by a leasing entity.

Points will be allocated on submission bank statements or an original letter indicating the nature and an amount of the facility from the

- Bank or Financial Institution confirming Bank balance or
- the credit facility issuer,

The bank statements or letters from the credit issuers must not be older than three (03) months by the close of tender.

Institution / Company providing the Financial Facility	Nature of the credit Facility / Working Capital	Amount	What form of verifiable proof has been submitted by the tenderer

.....  
**DATE**

.....  
**SIGNATURE OF TENDERER**

# THE CONTRACT

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS



## **PART C1**

### **AGREEMENT AND CONTRACT DATA**

- C1.1 Form of Offer and Acceptance
- C1.2 Framework Agreement Contract Data
- C1.3 Contract Data Applicable to all IPW's

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

## **PART C1.1**

### **FORM OF OFFER AND ACCEPTANCE**

**C1.1 FORM OF OFFER AND ACCEPTANCE  
(FRAMEWORK AGREEMENT: CATEGORY A:  
(201 – 1000 units)**

**1 OFFER**

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

**SCMU11-23/24-035: APPOINTMENT OF CONTRACTORS TO FORM PART OF THE DEPARTMENTAL FRAMEWORK AGREEMENT WITH CONTRACTORS FOR CONSTRUCTION OF 40M<sup>2</sup>, 45M<sup>2</sup>, 50M<sup>2</sup> HOUSES, INTERNAL SERVICES (FULL & PARTIAL) IN THE PROVINCE FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the Returnable Schedules, and by submitting this offer has accepted the tender conditions.

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

The tenderer confirms and acknowledges that:

- The quantities issued with the pricing schedule in the pricing data are fictitious and, prices and total of prices offered by the Tenderer are to be used to reduce the offers into comparative basis for evaluation purposes only, and do not imply an award of any quantum of work and nor or an award amount.
- The rates in the pricing schedule as offered by the Tenderer or as amended and agreed between the Tenderer and the Employer shall constitute a Schedule of Rates for this Framework Agreement.
- The acceptance of the Tenderer's offer by Employer only implies that the Tenderer has been accepted into the panel of Framework Agreement contractors and the Employer has accepted the rates in the Schedule of Rates as the basis of future Work Assignments which may be issued on *ad hoc* basis (as and when required).

**THE OFFERED TOTAL OF THE PRICES VALUE ADDED TAX ZERO RATED:**

[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 Form of Offer and Acceptance document including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the tender data or other period as agreed, whereupon the Tenderer becomes the party named as the Contractor in terms of the Conditions of Contract identified in the Contract Data.

**OFFER SIGNATURE BLOCK**

Signature(s) .....  
Name(s) .....  
Capacity .....

for the **Tenderer** .....  
.....  
.....  
(Name and address of organization)

Name and signature  
of witness .....(name)  
..... (sign) Date .....

## SCHEDULE OF DEVIATIONS

### Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. 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 become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

No	Subject	Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change 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(s) .....

Name(s) .....

Capacity .....

Date .....

Name and address : .....

.....

Name and signature  
of witness .....

Date .....

### for the **Employer**

Signature(s) .....

Name(s) .....

Capacity .....

Name and address : Eastern Cape Department of Human Settlements  
31-33 Phillip Frame Road, Chiselhurst, East London, 5217

Name and signature  
of witness .....

Date .....

## 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 as well as the Appendices.

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 Form of Offer and Acceptance agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be duly signed by the authorised representative(s) of both parties.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the Schedule of Deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, 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 these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed copy of this Form of Offer and Acceptance 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.

### OFFER SIGNATURE BLOCK

**SCMU11-23/24-035: APPOINTMENT OF CONTRACTORS TO FORM PART OF THE DEPARTMENTAL FRAMEWORK AGREEMENT WITH CONTRACTORS FOR CONSTRUCTION OF 40M<sup>2</sup>, 45M<sup>2</sup>, 50M<sup>2</sup> HOUSES, INTERNAL SERVICES (FULL & PARTIAL) IN THE PROVINCE FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

Signature(s) .....

Name(s) .....

Capacity .....

for the **Employer**

Name and address : Eastern Cape Department of Human Settlements  
31-33 Phillip Frame Road, Chiselhurst,  
East London,  
5247 or

Name and signature  
of witness .....

Date .....

## CONFIRMATION OF RECEIPT

The Tenderer, (now the 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):

on the.....(day) of .....(month).....(year) at .....

### On behalf of (by) the Contractor

Capacity .....  
Name of person .....  
Signature .....  
Date .....

### Witness

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

**C1.1 FORM OF OFFER AND ACCEPTANCE  
(FRAMEWORK AGREEMENT: CATEGORY B:  
(1 - 200 units)**

**3 OFFER**

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

**SCMU11-23/24-035: APPOINTMENT OF CONTRACTORS TO FORM PART OF THE DEPARTMENTAL FRAMEWORK AGREEMENT WITH CONTRACTORS FOR CONSTRUCTION OF 40M<sup>2</sup>, 45M<sup>2</sup>, 50M<sup>2</sup> HOUSES, INTERNAL SERVICES (FULL & PARTIAL) IN THE PROVINCE FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the Returnable Schedules, and by submitting this offer has accepted the tender conditions.

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

The tenderer confirms and acknowledges that:

- The quantities issued with the pricing schedule in the pricing data are fictitious and, prices and total of prices offered by the Tenderer are to be used to reduce the offers into comparative basis for evaluation purposes only, and do not imply an award of any quantum of work and nor or an award amount.
- The rates in the pricing schedule as offered by the Tenderer or as amended and agreed between the Tenderer and the Employer shall constitute a Schedule of Rates for this Framework Agreement.
- The acceptance of the Tenderer's offer by Employer only implies that the Tenderer has been accepted into the panel of Framework Agreement contractors and the Employer has accepted the rates in the Schedule of Rates as the basis of future Work Assignments which may be issued on *ad hoc* basis (as and when required).

**THE OFFERED TOTAL OF THE PRICES VALUE ADDED TAX ZERO RATED**

[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 Form of Offer and Acceptance document including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the tender data or other period as agreed, whereupon the Tenderer becomes the party named as the Contractor in terms of the Conditions of Contract identified in the Contract Data.

**OFFER SIGNATURE BLOCK**

Signature(s) .....  
Name(s) .....  
Capacity .....

for the **Tenderer** .....  
.....  
.....  
(Name and address of organization)

Name and signature  
of witness .....(name)

..... (sign) Date .....

## SCHEDULE OF DEVIATIONS

### Notes:

5. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
6. 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 become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
7. 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.
8. 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.

No	Subject	Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change 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(s) .....

Name(s) .....

Capacity ..... Date .....

Name and address : .....

.....

Name and signature of witness ..... Date .....

### for the **Employer**

Signature(s) .....

Name(s) .....

Capacity .....

Name and address : Eastern Cape Department of Human Settlements  
31-33 Phillip Frame Road, Chiselhurst, East London, 5217

Name and signature of witness ..... Date .....



#### 4 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 as well as the Appendices.

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 Form of Offer and Acceptance agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be duly signed by the authorised representative(s) of both parties.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the Schedule of Deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, 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 these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed copy of this Form of Offer and Acceptance 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.

#### OFFER SIGNATURE BLOCK

**SCMU11-23/24-035: APPOINTMENT OF CONTRACTORS TO FORM PART OF THE DEPARTMENTAL FRAMEWORK  
AGREEMENT WITH CONTRACTORS FOR CONSTRUCTION OF 40M<sup>2</sup>, 45M<sup>2</sup>, 50M<sup>2</sup> HOUSES, INTERNAL SERVICES  
(FULL & PARTIAL) IN THE PROVINCE FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

Signature(s) .....

Name(s) .....

Capacity .....

for the **Employer**

Name and address : Eastern Cape Department of Human Settlements  
31-33 Phillip Frame Road, Chiselhurst,  
East London,  
5247 or

Name and signature  
of witness .....

Date .....

**CONFIRMATION OF RECEIPT**

The Tenderer, (now the 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):

on the.....(day) of .....(month).....(year) at .....

**On behalf of (by) the Contractor**

Capacity .....

Name of person .....

Signature .....

Date .....

**Witness**

.....

.....

.....

**C1.1 FORM OF OFFER AND ACCEPTANCE  
(FRAMEWORK AGREEMENT: CATEGORY C:  
201 – 1000 sites)**

**5 OFFER**

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

**SCMU11-23/24-035: APPOINTMENT OF CONTRACTORS TO FORM PART OF THE DEPARTMENTAL FRAMEWORK AGREEMENT OF CONTRACTORS FOR CONSTRUCTION OF 40M<sup>2</sup>, 45M<sup>2</sup>, 50M<sup>2</sup> HOUSES, INTERNAL SERVICES (FULL & PARTIAL) IN THE PROVINCE FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the Returnable Schedules, and by submitting this offer has accepted the tender conditions.

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

The tenderer confirms and acknowledges that:

- The quantities issued with the pricing schedule in the pricing data are fictitious and, prices and total of prices offered by the Tenderer are to be used to reduce the offers into comparative basis for evaluation purposes only, and do not imply an award of any quantum of work and nor or an award amount.
- The rates in the pricing schedule as offered by the Tenderer or as amended and agreed between the Tenderer and the Employer shall constitute a Schedule of Rates for this Framework Agreement.
- The acceptance of the Tenderer's offer by Employer only implies that the Tenderer has been accepted into the panel of Framework Agreement contractors and the Employer has accepted the rates in the Schedule of Rates as the basis of future Work Assignments which may be issued on *ad hoc* basis (as and when required).

**THE OFFERED TOTAL OF THE PRICES VALUE ADDED TAX ZERO RATED:**

[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 Form of Offer and Acceptance document including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the tender data or other period as agreed, whereupon the Tenderer becomes the party named as the Contractor in terms of the Conditions of Contract identified in the Contract Data.

**OFFER SIGNATURE BLOCK**

Signature(s) .....  
Name(s) .....  
Capacity .....

for the **Tenderer** .....  
.....  
.....  
(Name and address of organization)

Name and signature  
of witness .....(name)

..... (sign) Date .....

## SCHEDULE OF DEVIATIONS

### Notes:

9. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
10. 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 become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
11. 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.
12. 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.

No	Subject	Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change 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(s) .....

Name(s) .....

Capacity .....

Date .....

Name and address : .....

.....

Name and signature  
of witness .....

Date .....

### for the **Employer**

Signature(s) .....

Name(s) .....

Capacity .....

Name and address : Eastern Cape Department of Human Settlements  
31-33 Phillip Frame Road, Chiselhurst, East London, 5217

Name and signature  
of witness .....

Date .....

## 6 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 as well as the Appendices.

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 Form of Offer and Acceptance agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be duly signed by the authorised representative(s) of both parties.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the Schedule of Deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, 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 these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed copy of this Form of Offer and Acceptance 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.

### OFFER SIGNATURE BLOCK

**SCMU11-23/24-035: APPOINTMENT OF CONTRACTORS TO FORM PART OF THE DEPARTMENTAL FRAMEWORK AGREEMENT WITH CONTRACTORS FOR CONSTRUCTION OF 40M<sup>2</sup>, 45M<sup>2</sup>, 50M<sup>2</sup> HOUSES, INTERNAL SERVICES (FULL & PARTIAL) IN THE PROVINCE FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

Signature(s) .....

Name(s) .....

Capacity .....

for the **Employer**

Name and address : Eastern Cape Department of Human Settlements  
31-33 Phillip Frame Road, Chiselhurst,  
East London,  
5247 or

Name and signature  
of witness .....

Date .....

**CONFIRMATION OF RECEIPT**

The Tenderer, (now the 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):

on the.....(day) of .....(month).....(year) at .....

**On behalf of (by) the Contractor**

Capacity .....

Name of person .....

Signature .....

Date .....

**Witness**

.....

.....

.....

**C1.1 FORM OF OFFER AND ACCEPTANCE  
(FRAMEWORK AGREEMENT: CATEGORY D:  
1 – 200 sites)**

**7 OFFER**

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

**SCMU11-23/24-035: APPOINTMENT OF CONTRACTORS TO FORM PART OF THE DEPARTMENTAL FRAMEWORK AGREEMENT WITH CONTRACTORS FOR CONSTRUCTION OF 40M<sup>2</sup>, 45M<sup>2</sup>, 50M<sup>2</sup> HOUSES, INTERNAL SERVICES (FULL & PARTIAL) IN THE PROVINCE FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the Returnable Schedules, and by submitting this offer has accepted the tender conditions.

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

The tenderer confirms and acknowledges that:

- The quantities issued with the pricing schedule in the pricing data are fictitious and, prices and total of prices offered by the Tenderer are to be used to reduce the offers into comparative basis for evaluation purposes only, and do not imply an award of any quantum of work and nor or an award amount.
- The rates in the pricing schedule as offered by the Tenderer or as amended and agreed between the Tenderer and the Employer shall constitute a Schedule of Rates for this Framework Agreement.
- The acceptance of the Tenderer's offer by Employer only implies that the Tenderer has been accepted into the panel of Framework Agreement contractors and the Employer has accepted the rates in the Schedule of Rates as the basis of future Work Assignments which may be issued on *ad hoc* basis (as and when required).

**THE OFFERED TOTAL OF THE PRICES VALUE ADDED TAX ZERO RATED**

[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 Form of Offer and Acceptance document including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the tender data or other period as agreed, whereupon the Tenderer becomes the party named as the Contractor in terms of the Conditions of Contract identified in the Contract Data.

**OFFER SIGNATURE BLOCK**

Signature(s) .....  
Name(s) .....  
Capacity .....

for the **Tenderer** .....  
.....  
.....  
(Name and address of organization)

Name and signature  
of witness .....(name)

..... (sign)

Date .....

## SCHEDULE OF DEVIATIONS

### Notes:

13. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
14. 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 become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
15. 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.
16. 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.

No	Subject	Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change 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(s) .....

Name(s) .....

Capacity ..... Date .....

Name and address : .....

.....

Name and signature of witness ..... Date .....

.....

### for the **Employer**

Signature(s) .....

Name(s) .....

Capacity .....

Name and address : Eastern Cape Department of Human Settlements  
31-33 Phillip Frame Road, Chiselhurst, East London, 5217

Name and signature of witness ..... Date .....

.....



## 8 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 as well as the Appendices.

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 Form of Offer and Acceptance agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be duly signed by the authorised representative(s) of both parties.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the Schedule of Deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, 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 these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed copy of this Form of Offer and Acceptance 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.

### OFFER SIGNATURE BLOCK

**SCMU11-23/24-035: APPOINTMENT OF CONTRACTORS TO FORM PART OF THE DEPARTMENTAL FRAMEWORK AGREEMENT WITH CONTRACTORS FOR CONSTRUCTION OF 40M<sup>2</sup>, 45M<sup>2</sup>, 50M<sup>2</sup> HOUSES, INTERNAL SERVICES (FULL & PARTIAL) IN THE PROVINCE FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

Signature(s) .....

Name(s) .....

Capacity .....

for the **Employer**

Name and address : Eastern Cape Department of Human Settlements  
31-33 Phillip Frame Road, Chiselhurst,  
East London,  
5247 or

Name and signature  
of witness .....

Date .....

**CONFIRMATION OF RECEIPT**

The Tenderer, (now the 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):

on the.....(day) of .....(month).....(year) at .....

**On behalf of (by) the Contractor**

Capacity .....

Name of person .....

Signature .....

Date .....

Witness

.....

.....

.....

## C1.2 FRAMEWORK AGREEMENT CONTRACT DATA

## FRAMEWORK AGREEMENT

**SCMU11-23/24-035: APPOINTMENT OF CONTRACTORS TO FORM PART OF THE DEPARTMENTAL FRAMEWORK AGREEMENT WITH CONTRACTORS FOR CONSTRUCTION OF 40M<sup>2</sup>, 45M<sup>2</sup>, 50M<sup>2</sup> HOUSES, INTERNAL SERVICES (FULL & PARTIAL) IN THE PROVINCE FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

## PART 1: FRAMEWORK AGREEMENT DATA PROVIDED BY THE EMPLOYER

No.	Clause	Description
FA 1	1.1	<b>DENFINITIONS</b>
	1.1.1	<b>Framework Agreement</b> An agreement between the employer and service provider, the purpose of which is to establish the terms governing Work Packages to be awarded during a given period, in particular with regard to price and cost parameters (Price List) without any commitment to quantum of work or commitment to use Framework Agreement to meet its needs.
	1.1.2	<b>Framework Scope</b> The framework scope defines the nature and extent of the work that is covered by the Framework Agreement.
		<b>Framework Term</b> The period of the Framework Agreement contract which after its expiry, no new work may be awarded. Framework agreement term ends at midnight of the last day of this period calculated from the commencement date. IPW issued within the term of the Framework Agreement period are valid until they reach completion as detailed in that IPW Contract Data.
		<b>Start date of the Framework Term</b> The date when the Service Provider confirms receipt of one fully completed original copy of this document. including the acceptance part of the form of offer and acceptance, and schedule of deviations (if any).
	1.1.3	<b>Framework Contractor (FC)</b> means the highest ranked eligible Service Provider successfully appointed by the Employer under the Eastern Cape Department of Human Settlement's Contractors' Framework (panel / contract) who maybe be allocated work as and when a IPW arises for the duration of the Framework Contract Period.
	1.1.4	<b>IPW</b> Is a procurement contract to carry out work within the framework scope
	1.1.5	<b>Selection Procedure</b> The manner in which a Framework Agreement Contractor will be selected
	1.1.6	<b>Quotation Procedure</b> The manner in which IPW will be prepared, approved and issued to the Framework Agreement Contractor
		<b>Framework Agreement Schedule of Rates / Price List</b> The document so designated in the Pricing Data, which comprises of the rates offered by the tenderer, or as finally agreed during the tender award process between the Tenderer (now a Framework Contractor) and the Employer and which will be used to compile a quotation for Professional Services to be rendered for each IPW.
	1.1.7	<b>IPW Contract</b> A procurement contract documentation for a specific IPW
	1.1.8	<b>Framework Contract Manager</b> The authorised and delegated representative of the Employer managing a Framework named as the Framework Contract Manager in the Contract Data or any other person appointed from time to time by the Employer and of whom he/she is notified, in writing, to act as Framework Contract Manager for the purposes of the Contract as substitute for the Framework Contract Manager so named.

Interpretations			
No.	Clause	Description	
FA 2	1.2.1	Framework Agreement model:	
		Openness	Number of contractors
		Award of procurement contracts	
		Closed	Multi-supplier
			No competition
	1.2.2	<p><b>Closed FA:</b></p> <p>A “closed” agreement means the FA is concluded with a fixed number of suppliers at the first stage and no additional supplier(s) can join the panel afterwards until it is renewed yearly. The terms and conditions for the procurement and the suppliers’ offers are also fixed when the FA is concluded.</p> <p><b>Multi supplier FA:</b></p> <p>Framework agreement is concluded with more than one supplier - allows for security of supply of service.</p> <p><b>Award of procurement contracts:</b></p> <p>Rotational basis and equal split of demand among suppliers</p> <p>Justifiable reasons for issuing a batch, task or package order to a particular framework contractor include:</p> <ul style="list-style-type: none"><li>the framework contractor provided the most economical transaction when the financial parameters included in the contract are applied and has the capacity to deliver;</li><li>the required construction works cannot technically or economically be separated from another contract previously performed by a specific contractor;</li><li>the construction works being instructed are largely identical to work previously executed by that contractor;</li><li>the value of the WA is less than the threshold for the quotation procedure;</li><li><u>the schedule for delivery necessitates that Contractors will be appointed “On an As-When required Basis”. (without any commitment to the quantity of work nor allocation at all).</u></li><li>capacity to execute the batch, task of package order.</li></ul>	
	1.2.3	<p><b>Form of Offer and Acceptance:</b></p> <p>Each category (A,B,C and D) entails its specific Form of Offer and Acceptance.</p> <p>The Employer’s acceptance and signing of the Form of Offer and Acceptance and Deviations attached to it, <b>only</b> formalises acceptance of the Tenderer into the Framework Agreement of Contractors who will be eligible to be considered for selection and allocation of IPWs which are covered by the scope of this Framework Agreement.</p>	
	1.2.4	<p><b>Pricing schedule:</b></p> <p>The quantities and amounts (total of prices) in the pricing schedule were fictitious and were purely for evaluation purposes. In contrary the final rates offered by the tenderer or as finally agreed between the Contractor and the Employer are binding and constitute a Framework Agreement <b>Schedule of Rates / Price List</b> (cost parameters which will enable prices to be determined once the IPW scope of work has been determined).</p>	
	1.2.5	<p><b>Contract Price Adjustment will be applicable to this contract:</b></p> <p><i>The approved schedule of rates shall be adjusted as provided for below:</i></p> <p>Tendered rates in the Pricing Data shall be subject to adjustment for inflation as provided for below:</p> <p>(i) The rates shall be fixed for the first 12-month period determined from Start Date (see Clause 1) and no adjustment during this period will be allowed for change of housing subsidy quantum.</p> <p>(ii) On the 12-month anniversary date of the Start Date or Gazetting of the adjusted</p>	

		<p>Housing Subsidy Quantum whichever comes last, the FC rates shall be adjusted by the percentage change in Housing Subsidy Quantum as published by the National Department of Human Settlements and fixed at this value for the following 12-month period or at Gazetting of another Housing Subsidy Quantum adjustment whichever comes last .</p> <p>Subsequent 12-month periods shall be dealt with on the same basis.</p> <p>(iii) Adjustment for change in subsidy quantum of yearly rates as well as lump or provisional sums shall only be applicable to that portion of the relevant Works which is incomplete at the end of the 12-month anniversary date or Gazetting of the adjusted Housing Subsidy Quantum (which ever comes last) and shall not be applicable to any progress payments already claimed.</p> <p>Adjustment for inflation shall only be applicable for Works or portions thereof, that are still within the prescribed programme and any approved extensions of time.”</p>
	1.2.6	<p><b>Contract data:</b></p> <p>Contract data is arranged and provided separately as follows:</p> <ul style="list-style-type: none"> <li>• C1.2 - Framework Contract Data only specific to the Framework Agreement</li> <li>• C1.3 - Data which will apply to all IPWs (procurement contracts) which may be awarded under this Framework Agreement</li> <li>• Additional contract data applicable to a specific IPW which is under consideration for execution (this data will be prepared and provided during award of that specific IPW)</li> </ul>
	1.2.7	<p><b>Scope of work:</b></p> <p>The scope of work issued by the Employer and attached to this contract is generic and comprehensive to cover most, if not all the IPW scenarios which may arise out of this Framework Agreement.</p> <p>A specific IPW scope of work will be developed by customizing the generic scope of work. This may be done by extracting or referencing the relevant sections of the generic scope of works and some detailing where necessary.</p>
<b>Data only specific to the Framework Agreement</b>		
<b>FA 2</b>	2.1	The Employer is <b>Eastern Cape Department of Human Settlements.</b>
	2.2	<p><b>The Framework Contract Manager is:</b></p> <p>Name: <b>Mr C Dlulane</b></p> <p>Address: <b>Eastern Cape Department of Human Settlements 31-33 Phillip Frame Road East London 5247</b></p> <p>Email: <b>cawed@ecdhs.gov.za</b></p>
	2.3	<b>Framework agreement objective</b> is to establish a departmental framework agreement of contractors for construction of 40m <sup>2</sup> , 45m <sup>2</sup> , 50m <sup>2</sup> houses, internal services (full & partial) in the province for a period of thirty-six (36) months
	2.4	<p><b>Framework Scope:</b></p> <p>The framework scope covers but not limited to construction of houses and installation of services in all housing projects in the entire Province of the Eastern Cape. Further details are provided for in the Framework Scope section C3.2 of the Framework Information.</p>
	2.5	<p><b>Projects Locality:</b></p> <p>The potential work packages that may be awarded under this Framework Agreement are for Human Settlements' projects located in the Eastern Cape Province.</p>

2.6	<p><b>Base office of the FA Contractor</b></p> <p>The location for the performance of the Framework will be the Local Office of the Framework Contractor, together with the sites of the proposed projects. The local office must be in the Eastern Cape and if the Service Provider does not have a local office in the Eastern Cape, they will be required to establish a local office within 2 (two) months of the Start Date. All communication with the Employer will flow through this local office. This local office may belong to the lead partner or any of his/her Joint Venture partners if the FAC is a consortium.</p> <p>At least 4 of the Key personnel named in the contract data provided by the Contractor will be expected to work out of the local office for the full duration of the Framework Contract as the exigencies of this contract require.</p>
2.7	<p><b>The framework agreement term</b></p> <p>The period of the Framework Agreement contract is <b>three years</b> – no new work may be awarded beyond this period (after the end date).</p>
2.8	<p><b>Framework Agreement Commencement Date</b></p> <p>The Commencement Date of the Framework Agreement shall be the date on which the contract is awarded to the Contractor. The letter of appointment shall state the date commencement date, failing which the date on which the letter was drafted/signed by the Employer shall be used as the commencement date.</p> <p>Each Works Assignment shall have its own commencement date, duration, and completion date. These dates shall be stipulated on each Works Assignment Contract Data.</p>
2.9	<p><b>Ending of the current agreement and moving to a new one:</b></p> <p><input type="checkbox"/> <b>definition of the transition period and terms:</b> Framework agreement term ends at midnight of the last day of three (3) years calculated from the commencement date.</p> <p><input type="checkbox"/> <b>validity of contracts awarded under the current agreement:</b> IPW issued within the term of the Framework Agreement period are valid until they reach completion as detailed in that IPW Contract Data.</p> <p><input type="checkbox"/> <b>available options for the CA if no FA is in place:</b> Employer, reserves the right to extend the Framework agreement for another (1) one year.</p>
3.3	<p><b>Voluntary exit of FA panel:</b></p> <p>FA Contractor must give a written notice to the employer, and is expected to complete all outstanding WA. Once exit has been received by ECDOHS, no more work will be issued to the FA Contractor.</p>

## PART 2: DATA PROVIDED BY THE FRAMEWORK AGREEMENT CONTRACTOR

Clause	Description																												
	<p>The Framework Agreement Contractor is.....</p> <p>The Contractor's address for receipt of communications and notices is:</p> <p>Physical address: Postal address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Telephone: .....</p> <p>Fax: .....</p> <p>E-mail: .....</p>																												
	<p><b>The Authorised and designated representative of the Framework Agreement Contractor is:</b></p> <p>Name:</p> <p>Address:</p> <p>Email:</p>																												
	<p><b>Key personnel</b></p> <table border="1"> <thead> <tr> <th rowspan="2">Role</th><th rowspan="2">Key person (name)</th><th colspan="3">Professional registration Details</th></tr> <tr> <th>Council</th><th>Category</th><th>Reg Number</th></tr> </thead> <tbody> <tr> <td>Framework Contractor's Representative</td><td></td><td></td><td></td><td></td></tr> <tr> <td>Contracts Manager</td><td></td><td></td><td></td><td></td></tr> <tr> <td>Site Agents</td><td></td><td></td><td></td><td></td></tr> <tr> <td>Construction Health and Safety Officer</td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	Role	Key person (name)	Professional registration Details			Council	Category	Reg Number	Framework Contractor's Representative					Contracts Manager					Site Agents					Construction Health and Safety Officer				
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	<p data-bbox="320 1205 699 1234"><b>Financial (Working Capital) Facilities</b></p> <table border="1" data-bbox="320 1256 1390 1917"> <thead> <tr> <th data-bbox="320 1256 592 1357">Provider (state so if the Tendering Entity is the provider)</th> <th data-bbox="592 1256 1066 1301">Nature of Facility</th> <th data-bbox="1066 1256 1390 1323">Amount(s) the facility provides</th> </tr> </thead> <tbody> <tr> <td data-bbox="320 1357 592 1917"></td> <td data-bbox="592 1357 1066 1917"></td> <td data-bbox="1066 1357 1390 1917"></td> </tr> </tbody> </table>	Provider (state so if the Tendering Entity is the provider)	Nature of Facility	Amount(s) the facility provides								
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## **PART C1.1**

### **C1.3 CONTRACT DATA APPLICABLE TO ALL IPW'S**

### **C1.3 CONTRACT DATA APPLICABLE TO ALL IPW'S**

#### **1. FRAMEWORK PROCESS**

- 1.1 The aim of the Department is to enter into a framework agreement with contractors for a duration of 36 months.
- 1.2 The bids will be evaluated and adjudicated on administrative compliance, functionality, price per unit under each designation and specific goals.
- 1.3 Bidders that have met the minimum requirements of the evaluation criteria will be shortlisted.
- 1.4 Bidders will be listed from the highest points scorer to the lowest points scorer based on the points scored for price and specific goals evaluation in terms of the Preferential Procurement Policy Framework Act 2000: Preferential Procurement Regulations 2022.
- 1.5 Once the ranking of contractors has been concluded, a unique number will be allocated to the respective bidders per category.
- 1.6 This means if the Department ranks company XY, as number (1) for the applicable category, company XY will be number 1 and will be the first one to be allocated work in that category.
- 1.7 All qualified contractors will be issued with an appointment letter to inform them that they have successfully qualified to be in the Framework Contract of the department and will be eligible to be allocated with works order packages in compliance with the Framework Agreement,
- 1.8 Bidders in the list will be allocated work irrespective of number of units, in terms of the Works Package Order (WPO) as long as they do not exceed the maximum number of units in that category.
- 1.9 When the WPO is received from the regional offices, the head of programme will allocate a unique number in terms of the region, date and the time received by the office to ensure that all Contractors in the framework will receive a fair, transparent allocation of works,
- 1.10 The framework of Contractors will be updated once a year to ensure, that the new Contractors are given an opportunity to enrol. The reviewal of the Framework agreement will only consider the remaining period of the three (03) year contract.
- 1.11 Performance monitoring of Contractors will be conducted on a quarterly basis. Poor performance will lead to removal from the framework agreement and eventual restriction.

## **PART C2**

### **PRICING DATA**

- C2.1 Pricing Instructions
- C2.2 Pricing Schedule / Bill of Quantities

**PART C2.1**  
**PRICING INSTRUCTIONS**

## **C2.1 PRICING INSTRUCTIONS**

C2.1.1 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them.

Unit:	The unit of measurement for each item of work as defined in the Standard Specifications or the Project Specifications.
Quantity:	The number of units of work for each item.
Rate:	The payment per unit of work for which the Tenderer tenders to do the work.
Amount:	The product of the quantity and the rate tender for an item.
Lump Sum:	An amount tender for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units.

C2.1.2 This Bill of Quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

C2.1.3 The quantities set out in the Bill of Quantities are **fictitious quantities for the purpose of reducing tenders to a comparable basis for evaluation**. The quantities of work finally accepted and certified for payment, and not the quantities given in the Bill of Quantities, will be used to determine payments to the Contractor. **Each works Assignment will be calculated on an "ad-hoc" basis**, and works will be set out accordingly.

**The validity of the contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.** Work is valued at the rates or lump sums tender, subject only to the provisions of subclause C1.1.1 of the Standard Specifications.

C2.1.4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, all taxes (other than VAT), etc. and for the completed items of work as specified, all in accordance with sub-clause C1.1.1 of the Standard Specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the Standard Specifications and Project Specifications and for all the risks, obligations and responsibilities specified in the General Conditions of Contract, Special Conditions of Contract, Standard Specifications and Project Specifications shall be considered as provided for collectively in the items of payment given in the Bill of Quantities, except in so far as the **quantities given in the Bill of Quantities are fictitious and only intended to reduce the tenders to a comparative basis for evaluation purposes**.

C2.1.6 The Tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the Bill of Quantities.

The Tenderer shall fill in a rate against all items where the words "rate only" appear in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tender rate shall apply should work under this item actually become required.

If the Tenderer should group a number of items together and tender one lump sum for each group of items, this single tender lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has

been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

**The tender lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.**

- C2.1.7 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of the Standard Specifications regarding the measurements of quantities for payment. Except where specified otherwise, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- C2.1.8 The amount of work or the quantities of material stated in the Bill of Quantities **shall not be considered as restricting or extending** the amount of work to be done or quantity of material to be supplied by the Contractor.
- C2.1.9 The statement of quantities of material or the amount of work in the Bill of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work. The Contractor shall obtain the employer's representative detailed instructions indicating applicable payment item(s) for all work before ordering any materials or executing work or making arrangements in this regard.
- C2.1.10 The short descriptions of the payment items in the Bill of Quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, SANS 10400 XA Standard specification and applicable to selected form of contract, SANS1200 Standard Specifications, General Conditions of Contract and Special Conditions of Contract for more detailed information regarding the extent of work entailed under each item.
- C2.1.12 Subject to the conditions stated in paragraph C2.1.13 below, the rates and lump sums filled in by the Tenderer in the Bill of Quantities shall be final and binding with regard to submitting the tender and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Adjustment of the rates to minimise commercial risk will take place prior to the signing of the contract. In their own interest Tenderers must make doubly sure of the correctness of their tender rates, the extensions and the Tender Sum.
- Arithmetical errors of responsive tenders will be corrected as per CIDB Practice Note #2 (February 2008).
- C2.1.13 A tender may be rejected if the unit rates or lump sums for some of the items in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion, and if the Tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer or the Employer's Agent to adjust the unit rates or lump sums for such items, to make such adjustments.
- C2.1.14 The units of measurement indicated in the Bill of Quantities are metric units

The following abbreviations are used in the Bill of Quantities:

Mm	=	millimetre
M	=	metre
Km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre pass
Ha	=	hectare
m <sup>3</sup>	=	cubic metre

m <sup>3</sup> -km	=	cubic metre kilometre
L	=	litre
Kl	=	kilolitre
Kg	=	kilogram
T	=	ton (1000 kg)
No	=	number
MN	=	Mega Newton
MN-m	=	Mega Newton-metre
%	=	percent
KW	=	kilowatt
KN	=	kilonewton
PC sum	=	prime cost sum
Prov sum	=	provisional sum

C2.1.15 All rates and sums of money quoted in the Bill of Quantities shall be in Rands and whole cents. Fractions of a cent shall be discarded

C2.1.16 **The extent of the works contained in the Bill of Quantities is fictitious and only included to obtain a competitive tender for evaluation purposes.** The works will be set out on an "ad-hoc" basis per Works Assignment. The quantity of works allocated may not necessarily be equal to the value of works contained in the schedule of quantities in this Framework document.

C2.1.17 The successful Bidder/s will be appointed based on rates. The quantities of work finally accepted and certified for payment, and not the quantities given in the Pricing Schedule, will be used to determine payments to the service provider. The validity of the Contract shall in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment. Work is valued at the rates tendered.

**PART C2.2**

**PRICING SCHEDULE /**

**BILLS OF QUANTITIES**

**PAYMENT MILESTONES**



## C2.2. BILL OF QUANTITIES

### TOP STRUCTURES:

**Table 1: Rural House - Bill of Quantities for activities of 40m<sup>2</sup> house**

CONSTRUCTION (40m <sup>2</sup> ) - RURAL HOUSE						
Item No	Description	No	Qty	Department Estimate (%)	Bidders Rates	Competitive comparison rates
1.	<b>Foundation/ Slab:</b> ( Normal – R,S,C,H(Earthworks, Concrete & reinforcement)	NO.	1	15		Rate Only
2.	<b>Foundation/ Slab:</b> (Modified – H2 (Earthworks, Concrete & reinforcement)	NO.	1			
3.	<b>Foundation/ Slab:</b> (Stiffened – H3 (Earthworks, Concrete & reinforcement))	NO.	1			Rate only
4.	<b>Wall plate:</b> (Brickwork, Beamfilling, doors, frames & aluminium windows and or similar	NO.	1	20		
5.	<b>Roof :</b> (roof structure, covering)	NO.	1	20		
6.	<b>Completion /Finishes:</b> (ceiling& insulation, Aprons, Plastering & Painting, Fascia board, Barge boards and Electrical works including Connection of electricity to Eskom/ Municipality.	NO.	1	22		
7.	<b>VIP toilet - ISBT toilet/Pour flush or Equivalent )</b>	NO.	1	5		
8.	<b>New National Elements:</b> 5000L Water tank with stand <b>(Applicable if justified)</b>	NO.	1	5		
9.	<b>New National Elements:</b> Home Solar system (500W) including connections to the completed house	NO.	1	7		
10.	<b>New National Elements:</b> Burglar Bars <b>(Applicable only to person with Disabilities)</b>	NO	1	1		
11.	Monthly progress reporting, CLO allowance & EPWP reports for 01 Months	NO	1	1		
12.	Obtaining of FUR's from NHBRC, applicable COCs (electricity/ roof structure and plumbing), Happy letters and completion certificates	NO.	1	1		
13.	Implementation Of Occupational Health And Safety Plan for 01 Months	NO.	1	2		
14.	Implementation Of Environmental Management Plan for 01 Months	NO.	1	1		
<b>TOTAL EXCLUDING CONTINGENCIES</b>		NO	1	100%		

15.	<b>Contingencies at maximum of 20%:</b> (includes all extra ordinary development site conditions):		NO	1	20	
	<b>Description</b>	<b>Rate/ unit</b>				
	Creation of Access roads to the units					
	Retaining walls					
	Stormwater drainage					
	Hardrock/ Boulders excavation					
	Cutting of ground slope					
	Double handling					
	Filling of with imported material					
	<b>TOTAL- carried to ITEM 15 (Bidder's rates column and Competitive comparison rates column)</b>					
16.	<b>TOTAL DEPARTMENTAL RATE ESTIMATES INCLUDING CONTINGENCIES (in Rand Value)</b>				<b>R250 386.03</b>	
<b>TOTAL RATE FOR 40M² RURAL HOUSE INCLUDING CONTINGENCIES CARRIED TO FINAL SUMMARY</b>						

**Table 2: Rural House - Bill of Quantities for activities of 45m<sup>2</sup> house**

<b>CONSTRUCTION (45m<sup>2</sup>) - RURAL HOUSE</b>						
<b>Item No</b>	<b>Description</b>	<b>No</b>	<b>Qty</b>	<b>Department Estimate (%)</b>	<b>Bidders Rates</b>	<b>Competitive comparison rates</b>
1.	<b>Foundation/ Slab:</b> ( Normal – R,S,C,H(Earthworks, Concrete & reinforcement)	NO.	1	15		<b>Rate Only</b>
2.	<b>Foundation/ Slab:</b> (Modified – H2 (Earthworks, Concrete & reinforcement)	NO.	1			
3.	<b>Foundation/ Slab:</b> (Stiffened – H3 (Earthworks, Concrete & reinforcement))	NO.	1			<b>Rate only</b>
4.	<b>Wall plate:</b> (Brickwork,Beamfilling, doors, frames & aluminum windows and or similar	NO.	1	20		
5.	<b>Roof :</b> (roof structure, covering)	NO.	1	20		
6.	<b>Completion /Finishes:</b> (ceiling& insulation, Aprons (including Ramp etc.), Plastering & Painting, Fascia board, Barge boards, Floor and internal wall finishes and Electrical works including Connection of electricity to Eskom/ Municipality.	NO.	1	22		
7.	<b>On – site Sanitation</b> VIP Toilet - ISBT toilet/Pour flush or Equivalent (Including Special housing needs of disabled person and connection to Municipality System) <b>(Applicable in Urban project only)</b>	NO.	1	5		
8.	<b>New National Elements:</b> 5000L Water tank with stand <b>(Applicable if justified)</b>	NO.	1	5		
9.	<b>New National Elements:</b> Home Solar system (500W) including connections to the completed house	NO.	1	7		
10.	<b>New National Elements:</b> Burglar Bars <b>(Applicable only to person with Disabilities)</b>	NO	1	1		
11.	Monthly progress reporting, CLO allowance & EPWP reports for 01 Months	NO	1	1		
12.	Obtaining of FUR's from NHBRC, applicable COCs (electricity/ roof structure and plumbing), Happy letters and completion certificates	NO.	1	1		
13.	Implementation Of Occupational Health And Safety Plan for 01 Months	NO.	1	2		
14.	Implementation Of Environmental Management Plan for 01 Months	NO.	1	1		
<b>TOTAL EXCLUDING CONTINGENCIES</b>		NO	1	100%		

15	Contingencies at maximum of 20%: (includes all extra ordinary development site conditions):						
	Description	Rate/ unit					
	Creation of Access roads to the units						
	Retaining walls						
	Stormwater drainage						
	Hardrock/ Boulders excavation						
	Cutting of ground slope						
	Double handling						
	Filling of with imported material						
	TOTAL- carried to ITEM 15 (Bidder's rates column and Competitive comparison rates column)						
16.	TOTAL DEPARTMENTAL RATE ESTIMATES (in Rand Value)				R354 421.42		
TOTAL RATE (FOR 45M² RURAL HOUSE) INCLUDING CONTINGENCIES CARRIED TO FINAL SUMMARY							

**Table 3: Rural House - Bill of Quantities for activities of 50m<sup>2</sup> house**

CONSTRUCTION (50m <sup>2</sup> ) - RURAL HOUSE						
Item No	Description	No	Qty	Department Estimate (%)	Bidders Rates	Competitive comparison rates
1'	<b>Foundation/ Slab:</b> (Normal – R,S,C,H(Earthworks, Concrete & reinforcement)	NO.	1	20		Rate Only
2.	<b>Foundation/ Slab:</b> (Modified – H2 (Earthworks, Concrete & reinforcement)	NO.	1			
3.	<b>Foundation/ Slab:</b> (Stiffened – H3 (Earthworks, Concrete & reinforcement))	NO.	1			Rate only
4.	<b>Wall plate:</b> (Brickwork, Beamfilling, doors, frames & aluminum windows and or similar	NO.	1	25		
5.	<b>Roof :</b> (roof structure, covering)	NO.	1			
6.	<b>Completion /Finishes:</b> (ceiling& insulation, Aprons, Plastering & Painting, Fascia board, Barge boards, Floor and wall tilling, Joinery, Carport, Fencing and Electrical works including 2 plate & hob including Connection of electricity to Eskom/ Municipality.	NO.	1	40		
7.	<b>On – site sanitation</b> VIP Toilet - ISBT toilet/Pour flush or Equivalent	NO.	1	5		
8.	<b>New National Elements:</b> 5000L Water tank with stand	NO.	1	5		
9.	<b>New National Elements:</b> Home Solar system (500W) including connections to the completed house ( <b>Not applicable</b> )	NO.	1	0		Rate only
10.	<b>New National Elements:</b> Burglar Bars ( <b>Applicable only to person with Disabilities</b> )	NO	1	0		Rate only
11.	Monthly progress reporting, CLO allowance & EPWP reports for 01 Months	NO	1	1		
12.	Obtaining of FUR's from NHBRC, applicable COCs (electricity/ roof structure and plumbing), Happy letters and completion certificates	NO.	1	1		
13.	Implementation Of Occupational Health And Safety Plan for 01 Months	NO.	1	2		
14.	Implementation Of Environmental Management Plan for 01 Months	NO.	1	1		
<b>TOTAL EXCLUDING CONTINGENCIES</b>		NO	1	100%		
15.	<b>Contingencies at maximum of 20%:</b> (includes all extra ordinary development site conditions):	NO	1	20		

	Description	Rate/ unit					
	Creation of Access roads to the units						
	Retaining walls						
	Stormwater drainage						
	Hardrock/ Boulders excavation						
	Cutting of ground slope						
	Double handling						
	Filling of with imported material						
	<b>TOTAL- carried to ITEM 15 (Bidder's rates column and Competitive comparison rates column)</b>						
16.	<b>TOTAL DEPARTMENTAL RATE ESTIMATES (in Rand Value)</b>				<b>R368 052.23</b>		
<b>TOTAL RATE (FOR 50M<sup>2</sup> RURAL HOUSE) INCLUDING CONTINGENCIES CARRIED TO FINAL SUMMARY</b>							

**Table 4: Urban House - Bill of Quantities for activities of 40m<sup>2</sup> house**

<b>CONSTRUCTION (40m<sup>2</sup>) - URBAN HOUSE</b>						
<b>Item No</b>	<b>Description</b>	<b>No</b>	<b>Qty</b>	<b>Department Estimate (%)</b>	<b>Bidders Rates</b>	<b>Competitive comparison rates</b>
1.	<b>Foundation/ Slab:</b> ( Normal – R,S,C,H(Earthworks, Concrete & reinforcement)	NO.	1	15		<b>Rate Only</b>
2.	<b>Foundation/ Slab:</b> (Modified – H2 (Earthworks, Concrete & reinforcement)	NO.	1			
3.	<b>Foundation/ Slab:</b> (Stiffened – H3 (Earthworks, Concrete & reinforcement))	NO.	1			<b>Rate only</b>
4.	<b>Wall plate:</b> (Brickwork,Beamfilling, doors, frames & aluminum windows and or similar	NO.	1	20		
5.	<b>Roof :</b> (roof structure, covering)	NO.	1	20		
6.	<b>Completion /Finishes:</b> (ceiling& insulation, Aprons, Plastering & Painting, Fascia board, Barge boards and Electrical works including Connection of electricity to Eskom/ Municipality.	NO.	1	22		
7.	<b>Plumbing and toilet</b> (Including connection to Municipality Services) <b>(Applicable in Urban project only)</b>	NO.	1	5		
8.	<b>New National Elements:</b> 5000L Water tank with stand <b>(Applicable if justified)</b>	NO.	1	5		
9.	<b>New National Elements:</b> Home Solar system (500W) including connections to the completed house	NO.	1	7		
10.	<b>New National Elements:</b> Burglar Bars <b>(Applicable only to person with Disabilities)</b>	NO	1	1		
11.	Monthly progress reporting, CLO allowance & EPWP reports for 01 Months	NO	1	1		
12.	Obtaining of FUR's from NHBRC, applicable COCs (electricity/ roof structure and plumbing), Happy letters and completion certificates	NO.	1	1		
13.	Implementation Of Occupational Health And Safety Plan for 01 Months	NO.	1	2		
14.	Implementation Of Environmental Management Plan for 01 Months	NO.	1	1		
<b>TOTAL EXCLUDING CONTINGENCIES</b>		NO	1	100		

15.	<b>Contingencies at maximum of 20%:</b> (includes all extra ordinary development site conditions):		NO	1	20	
	<b>Description</b>	<b>Rate/ unit</b>				
	Retaining walls					
	Stormwater drainage					
	Hardrock/ Boulders excavation					
	Cutting of ground slope					
	Filling of with imported material					
	<b>TOTAL- carried to ITEM 15 (Bidder's rates column and Competitive comparison rates column)</b>					
16.	<b>TOTAL DEPARTMENTAL RATE ESTIMATES</b> (in Rand Value)				<b>R240 553.45</b>	
<b>TOTAL RATE (FOR 40M² URBAN HOUSE) INCLUDING CONTINGENCIES CARRIED TO FINAL SUMMARY</b>						



**Table 5: Urban House - Bill of Quantities for activities of 45m<sup>2</sup> house**

<b>CONSTRUCTION (45m<sup>2</sup>) - URBAN HOUSE</b>						
<b>Item No</b>	<b>Description</b>	<b>No</b>	<b>Qty</b>	<b>Department Estimate (%)</b>	<b>Bidders Rates</b>	<b>Competitive comparison rates</b>
1.	<b>Foundation/ Slab:</b> ( Normal – R,S,C,H(Earthworks, Concrete & reinforcement)	NO.	1	15		<b>Rate Only</b>
2.	<b>Foundation/ Slab:</b> (Modified – H2 (Earthworks, Concrete & reinforcement)	NO.	1			
3.	<b>Foundation/ Slab:</b> (Stiffened – H3 (Earthworks, Concrete & reinforcement))	NO.	1			<b>Rate only</b>
4.	<b>Wall plate:</b> (Brickwork,Beamfilling, doors, frames & aluminum windows and or similar	NO.	1	20		
5.	<b>Roof :</b> (roof structure, covering)	NO.	1	20		
6.	<b>Completion /Finishes:</b> (ceiling& insulation, Aprons (including Ramp etc.), Plastering & Painting, Fascia board, Barge boards, Floor and internal wall finishes and Electrical works including Connection of electricity to Eskom/ Municipality.	NO.	1	22		
7.	<b>Plumbing and toilet</b> (Including Special housing needs of disabled person and connection to Municipality System) <b>(Applicable in Urban project only)</b>	NO.	1	5		
8.	<b>New National Elements:</b> 5000L Water tank with stand <b>(Applicable if justified)</b>	NO.	1	5		
9.	<b>New National Elements:</b> Home Solar system (500W) including connections to the completed house	NO.	1	7		
10.	<b>New National Elements:</b> Burglar Bars <b>(Applicable only to person with Disabilities)</b>	NO	1	1		
11.	Monthly progress reporting, CLO allowance & EPWP reports for 01 Months	NO	1	1		
12.	Obtaining of FUR's from NHBRC, applicable COCs (electricity/ roof structure and plumbing), Happy letters and completion certificates	NO.	1	1		
13.	Implementation Of Occupational Health And Safety Plan for 01 Months	NO.	1	2		
14.	Implementation Of Environmental Management Plan for 01 Months	NO.	1	1		
<b>TOTAL EXCLUDING CONTINGENCIES</b>				100%		

15.	<b>Contingencies at maximum of 20%:</b> (includes all extra ordinary development site conditions):		NO	1	20	
	<b>Description</b>	<b>Rate/ unit</b>				
	Retaining walls					
	Stormwater drainage					
	Hardrock/ Boulders excavation					
	Cutting of ground slope					
	Filling of with imported material					
	<b>TOTAL- carried to ITEM 15 (Bidder's rates column and Competitive comparison rates column)</b>					
16.	<b>TOTAL DEPARTMENTAL RATE ESTIMATES</b> (in Rand Value)				R339 981.30	
<b>TOTAL RATE (FOR 45M<sup>2</sup> URBAN HOUSE) INCLUDING CONTIGENCIES CARRIED TO FINAL SUMMARY</b>						

**Table 6: Urban House - Bill of Quantities for activities of 50m<sup>2</sup> house**

<b>CONSTRUCTION (50m<sup>2</sup>) - URBAN HOUSE</b>						
<b>Item No</b>	<b>Description</b>	<b>No</b>	<b>Qty</b>	<b>Department Estimate (%)</b>	<b>Bidders Rates</b>	<b>Competitive comparison rates</b>
1.	<b>Foundation/ Slab:</b> (Normal – R,S,C,H(Earthworks, Concrete & reinforcement))	NO.	1	20		<b>Rate Only</b>
2.	<b>Foundation/ Slab:</b> (Modified – H2 (Earthworks, Concrete & reinforcement))	NO.	1			
3.	<b>Foundation/ Slab:</b> (Stiffened – H3 (Earthworks, Concrete & reinforcement))	NO.	1			<b>Rate only</b>
4.	<b>Wall plate:</b> (Brickwork, Beamfilling, doors, frames & aluminum windows and or similar	NO.	1	25		
5.	<b>Roof :</b> (roof structure, covering)	NO.	1			
6.	<b>Completion /Finishes:</b> (ceiling& insulation, Aprons, Plastering & Painting, Fascia board, Barge boards, Floor and wall tilling, Joinery, Carport, Fencing and Electrical works including 2 plate & hob including Connection of electricity to Eskom/ Municipality.	NO.	1	40		
7.	<b>Plumbing and toilet</b> (Including connection to Municipality Services) <b>(Applicable in Urban project only)</b>	NO.	1	5		
8.	<b>New National Elements:</b> 5000L Water tank with stand	NO.	1	5		
9.	<b>New National Elements:</b> Home Solar system (500W) including connections to the completed house <b>(Not applicable)</b>	NO.	1	0		<b>Rate only</b>
10.	<b>New National Elements:</b> Burglar Bars <b>(Applicable only to person with Disabilities)</b>	NO	1	0		<b>Rate only</b>
11.	Monthly progress reporting, CLO allowance & EPWP reports for 01 Months	NO	1	1		
12.	Obtaining of FUR's from NHBRC, applicable COCs (electricity/ roof structure and plumbing), Happy letters and completion certificates	NO.	1	1		
13.	Implementation Of Occupational Health And Safety Plan for 01 Months	NO.	1	2		
14.	Implementation Of Environmental Management Plan for 01 Months	NO.	1	1		
<b>TOTAL EXCLUDING CONTINGENCIES</b>		NO	1	100		

15.	<b>Contingencies at maximum of 20%:</b> (includes all extra ordinary development site conditions):		NO	1	20	
	<b>Description</b>	<b>Rate/ unit</b>				
	Retaining walls					
	Stormwater drainage					
	Hardrock/ Boulders excavation					
	Cutting of ground slope					
	Filling of with imported material					
	<b>TOTAL- carried to ITEM 15 (Bidder's rates column and Competitive comparation rates column)</b>					
16.	<b>TOTAL DEPARTMENTAL RATE ESTIMATES (in Rand Value)</b>				<b>R351 460.45</b>	
<b>TOTAL RATE (FOR 50M<sup>2</sup> URBAN HOUSE) INCLUDING CONTINGENCIES CARRIED TO FINAL SUMMARY</b>						

**Table 7A: Urban Sites - Bill of Quantities for Internal Municipality Services (Grade A)**

Item No	Description	Zoning	Street front (m)	Size (m²)	Qty	Cost per site rate (Grade A)	Competitive comparison rates (Grade A)
			Grade A				
1.	Water	Res.1	9	243	1		
1.1.			10	294	1		Rate only
1.2.			5	122	1		Rate only
1.3.			10	236	1		Rate only
2.	Sewer	Res.1	9	243	1		
2.1.			10	294	1		Rate only
2.2.			5	122	1		Rate only
2.3.			10	236	1		Rate only
3.	Roads	Res.1	9	243	1		
3.1.			10	294	1		Rate only
3.2.			5	122	1		Rate only
3.3.			10	236	1		Rate only
4.	Stormwater	Res.1	9	243	1		
4.1.			10	294	1		Rate only
4.2.			5	122	1		Rate only
4.3.			10	236	1		Rate only
DEPARTMENTAL TOTAL RATE ESTIMATES					1	R61 271,00	
BIDDERS TOTAL RATE CARRIED TO FINAL SUMMARY							

**Table 7B: Urban Sites - Bill of Quantities for Internal Municipality Services (Grade B)**

Item No	Description	Zoning	Street front (m)	Size (m <sup>2</sup> )	Qty	Cost per site rate (Grade B)	Competitive comparison rates (Grade B)
			Grade B				
1.	Water	Res.1	9	243	1		
1.1.			10	294	1		Rate only
1.2.			4.5	122	1		Rate only
1.3.			10	236	1		Rate only
2.	Sewer	Res.1	9	243	1		
2.1.			10	294	1		Rate only
2.2.			4.5	122	1		Rate only
2.3.			10	236	1		Rate only
3.	Roads	Res.1	9	243	1		
3.1.			10	294	1		Rate only
3.2.			4.5	122	1		Rate only
3.3.			10	236	1		Rate only
4.	Stormwater	Res.1	9	243	1		
4.1.			10	294	1		Rate only
4.2.			4.5	122	1		Rate only
4.3.			10	236	1		Rate only
DEPARTMENTAL TOTAL RATE ESTIMATES					1	R46 019,00	
BIDDERS TOTAL RATE CARRIED TO FINAL SUMMARY							

**FINAL SUMMARY OF RATES FOR TOP STRUCTURE AND MUNICIPALITY ENGINEERING SERVICES**

Item No.	Description	Bidders' rates
<b>CATEGORY A AND B – TOP STRUCTURES</b>		
1	<b>RURAL PROJECTS</b>	
1.1.	40m <sup>2</sup>	
1.2.	45 m <sup>2</sup>	
1.3.	50 m <sup>2</sup>	
<b>1. SUB TOTAL</b>		
2.	<b>URBAN PROJECTS</b>	
2.1.	40m <sup>2</sup>	
2.2.	45 m <sup>2</sup>	
2.3.	50 m <sup>2</sup>	
<b>2. SUB TOTAL</b>		
<b>TOTAL RATE FOR ALL TOP STRUCTURES (SUB-TOTAL 1 AND 2) CARRIED TO APPLICABLE FORM OF OFFER</b>		
<b>CATEGORY C AND D - INTERNAL MUNICIPALITY ENGINEERING SERVICES</b>		
1.	<b>URBAN PROJECTS - Water, Sewer, Roads and Stormwater</b>	
1.1	Grade A (total rate)	
1.2.	Grade B (total rate)	
<b>COMBINED TOTAL RATE FOR ALL MUNICIPALITY ENGINEERING SERVICES (1.1. AND 1.2) CARRIED TO APPLICABLE FORM OF OFFER</b>		

## PAYMENT MILESTONES

Payment will only be made upon the completion of milestones (payment milestones) and payment guideline as follows:

**Table 8: Payment Milestones**

### A: Top Structures

ITEM	MILESTONE	UNIT	QUANTITY	PERCENTAGE PAYABLE
1	<b>FOUNDATION/ SLAB – MODIFIED – H2</b> (EARTHWORKS, CONCRETE & REINFORCEMENT)	No	1	22%
2	<b>WALL PLATE</b> (BRICKWORK, DOOR & ALUMINIUM WINDOW FRAMES OR EQUIVALENT)	No	1	22%
3	<b>ROOF</b> (STRUCTURE, COVERING & BEAM FILLING)	No	1	22%
4	<b>COMPLETION/ FINISHES</b> (CEILING & INSULATION, FINISHING'S, APRONS, PLASTERING & PAINTING, ELECTRICAL, FASCIA & BARGE BOARDS)	No	1	22%
5	WATER TANK WITH STAND	No	1	5%
6	VIP TOILETS - ISBT TOILET/POUR FLUSH OR EQUIVALENT)	No	1	5%
7	MONTHLY PROGRESS REPORTING AND EXTENDED PUBLIC WORKS PROGRAM (EPWP) REPORTS	No	1	0.2%
8	OBTAINING OF FUR'S FROM NHBRC, COCS, HAPPY LETTERS AND COMPLETION CERTIFICATES	No	1	0.8%
9	IMPLEMENTATION OF OCCUPATIONAL HEALTH AND SAFETY PLAN	No	1	0.5
10	IMPLEMENTATION OF ENVIRONMENTAL MANAGEMENT PLAN	No	1	0.5
<b>TOTAL</b>		<b>NO.</b>	<b>1</b>	<b>100 %</b>

### B: Internal Municipality Engineering Services:

ITEM	MILESTONE	UNIT	QUANTITY	PERCENTAGE PAYABLE
1	Installation of Internal Engineering Services – Sewer, Water, Roads and Stormwater - <b>10% works complete</b>	No	1	10%
2	Installation of Internal Engineering Services – Sewer, Water, Roads and Stormwater - <b>20% works complete</b>	No	1	20%
3	Installation of Internal Engineering Services – Sewer, Water, Roads and Stormwater - <b>40% works complete</b>	No	1	30%
4	Installation of Internal Engineering Services – Sewer, Water, Roads and Stormwater - <b>60% works complete</b>	No	1	20%
5	Installation of Internal Engineering Services – Sewer, Water, Roads and Stormwater <b>80% works complete</b>	No	1	10%
6	Installation of Internal Engineering Services – Sewer, Water, Roads and Stormwater - <b>100% works complete</b>	No	1	10%
<b>TOTAL</b>		<b>NO.</b>	<b>1</b>	<b>100 %</b>



**PART C3: SCOPE OF WORKS**  
**(FRAMEWORK INFORMATION)**

- C3.1 Purpose and Objective
- C3.2 Framework Scope
- C3.3 Establishment of Panel
- C3.4 FC's Selection Procedure
- C3.5 IPW Preparation Procedure
- C3.6 Management and Oversight arrangements

C3.1: Purpose and Objective	<p>The purpose of this tender is to establish a Framework Agreement of Contractors for construction of Human Settlements Projects "On an As-When required Basis" in the Eastern Cape Province for a period of 3 years. (Without any commitment to the quantity of work nor allocation at all)</p> <p>Framework agreement objective is to establish a departmental framework agreement of contractors for construction of 40m<sup>2</sup>, 45m<sup>2</sup>, 50m<sup>2</sup> houses, internal services (full &amp; partial) in the province for a period of thirty-six (36) months</p>																												
C3.2: Framework Scope	<p><b>1. Scope of work:</b></p> <p>The scope of work issued by the Employer and attached to this contract is generic and comprehensive to cover most, if not all the IPW scenarios which may arise out of this Framework Agreement.</p> <p>A specific IPW scope of work will be developed by customizing the generic scope of work. This may be done by extracting or referencing the relevant sections of the generic scope of works and some detailing where necessary.</p> <p>The Departmental framework agreement of contractors in their relevant categories (A, B, C and D) will be awarded projects for construction of top structures, partial services (<b>ISBT TOILET/POUR FLUSH OR EQUIVALENT</b>): and Water tanks with stand) and installation of full services (Sewer, Roads, Water and Storm water) where applicable.</p> <p>It must be noted that the Contractor might be instructed to Construct or Install as per following Housing Typologies and Municipal Engineering Services:</p> <table><tr><th>Housing Typologies</th><th>SIZE</th><th>NO. OF UNITS</th></tr><tr><td>1. Normal House</td><td>40 m<sup>2</sup></td><td rowspan="3">To be determined during request</td></tr><tr><td>2. Disabled</td><td>45 m<sup>2</sup></td></tr><tr><td>3. Military Veteran</td><td>50 m<sup>2</sup></td></tr><tr><td><b>Partial Services and Extraordinary Development Conditions (applicable for rural projects)</b></td><td colspan="2"><b>NO. OF SITES</b></td></tr><tr><td>1. Water Tank with Stand</td><td colspan="2" rowspan="4">To be determined during request</td></tr><tr><td>2. VIP Toilet (ISBT) Solution or Equivalent</td></tr><tr><td>3. Double handling of material – Only considered for rural projects that are in the difficult regions. (Sparse)</td></tr><tr><td>4. Difficult terrain/access roads – Only considered for rural projects that are in the difficult regions. (Sparse)</td></tr><tr><td><b>Municipality Engineering Services (applicable to Urban projects)</b></td><td colspan="2"><b>NO. OF SITES</b></td></tr><tr><td>1. Installation of Water Reticulation (Grade A or B)</td><td colspan="2" rowspan="4">To be determined during request</td></tr><tr><td>2. Installation of Sewer Reticulation (Grade A or B)</td></tr><tr><td>3. Installation of Internal Roads (Grade A or B)</td></tr><tr><td>4. Installation of Storm Water (Grade A or B)</td></tr></table> <p><b>1. GENERIC SCOPE OF WORK</b></p> <p>1.1 Construction of Top Structures (size - 40, 45 and 50m<sup>2</sup>) and</p> <p>1.2 Installation of Grade A and B Internal Engineering Services (Water, Sewer, Roads and Stormwater)</p> <p><b>Rural and Urban projects: -</b></p> <p><b>1.2.1</b> Construction of the required partial engineering services <b>ISBT toilet/pour flush or equivalent</b> and Water Tank on stand - <b>Only applicable on rural projects.</b></p> <p><b>1.2.2</b> Installation of the required full Municipal Engineering Services (Grade A or B for Sewer, Water, Roads and Storm water); - <b>Only applicable on Urban projects</b></p> <p><b>1.2.3</b> Construction of: -</p> <p>1.2.3.1 Forty square meter (40m<sup>2</sup>),</p> <p>1.2.3.2 Forty-five square meter (45m<sup>2</sup>) for disabled (wheelchair bound) with wheelchair ramp and hand and grab rails, kick plates to doors, lever action taps and 1m vinyl folding door and increased size in the bathroom (as per applicable housing code category and National Building Regulations specification and requirements)., and</p> <p>1.2.3.3 Fifty square meter (50m<sup>2</sup>) for military veteran, top structures with electrification. The military veteran house will consist of brick pillar carport for a single car, built in cupboards/joinery, 2 plate electric stove &amp; hob, fencing (32,5m), floor and wall</p>	Housing Typologies	SIZE	NO. OF UNITS	1. Normal House	40 m <sup>2</sup>	To be determined during request	2. Disabled	45 m <sup>2</sup>	3. Military Veteran	50 m <sup>2</sup>	<b>Partial Services and Extraordinary Development Conditions (applicable for rural projects)</b>	<b>NO. OF SITES</b>		1. Water Tank with Stand	To be determined during request		2. VIP Toilet (ISBT) Solution or Equivalent	3. Double handling of material – Only considered for rural projects that are in the difficult regions. (Sparse)	4. Difficult terrain/access roads – Only considered for rural projects that are in the difficult regions. (Sparse)	<b>Municipality Engineering Services (applicable to Urban projects)</b>	<b>NO. OF SITES</b>		1. Installation of Water Reticulation (Grade A or B)	To be determined during request		2. Installation of Sewer Reticulation (Grade A or B)	3. Installation of Internal Roads (Grade A or B)	4. Installation of Storm Water (Grade A or B)
Housing Typologies	SIZE	NO. OF UNITS																											
1. Normal House	40 m <sup>2</sup>	To be determined during request																											
2. Disabled	45 m <sup>2</sup>																												
3. Military Veteran	50 m <sup>2</sup>																												
<b>Partial Services and Extraordinary Development Conditions (applicable for rural projects)</b>	<b>NO. OF SITES</b>																												
1. Water Tank with Stand	To be determined during request																												
2. VIP Toilet (ISBT) Solution or Equivalent																													
3. Double handling of material – Only considered for rural projects that are in the difficult regions. (Sparse)																													
4. Difficult terrain/access roads – Only considered for rural projects that are in the difficult regions. (Sparse)																													
<b>Municipality Engineering Services (applicable to Urban projects)</b>	<b>NO. OF SITES</b>																												
1. Installation of Water Reticulation (Grade A or B)	To be determined during request																												
2. Installation of Sewer Reticulation (Grade A or B)																													
3. Installation of Internal Roads (Grade A or B)																													
4. Installation of Storm Water (Grade A or B)																													

- tiling (as per applicable housing code Military veteran specification and requirements), and including : -
- 1.2.3.4 Monthly progress and Expanded Public Works Program (EPWP) reporting to Professional Service Provider and Department.
- 1.2.3.5 Conducting fortnightly technical site meetings and compliance reporting,
- 1.2.3.6 Provide completion certificates, COC (Certificate of compliance) for Electrical Works, Roof Structure and Plumbing
- 1.2.3.7 Further engagement with NHBRC to obtain Final Unit Reports (FURs) for all completed units;
- 1.2.3.8 Obtaining completion certificates ("Happy Letters") for all completed units and Municipality Engineering Services;
- 1.2.3.9 Handover of houses, services and or partial services; and
- 1.2.3.10 Provide necessary reports on project completion for project close-out and commissioning.

### **1.3 MINIMUM SPECIFICATIONS**

#### **1.3.1 General**

- 1.3.1.1 Works to be carried out under the required housing subsidy instruments.

### **1.4 INFRASTRUCTURE**

In addition to the above, the minimum requirements for infrastructure will be in accordance with the following:

- 1.4.1.1 Housing Code Volume 2, Part 3
- 1.4.1.2 Guidelines for Human Settlements Planning and Design Vol. 1 & 2 ("Redbook");
- 1.4.1.3 NHBRC Technical Requirements and SANS 10400.
- 1.4.1.4 Department of Housing Generic Specification, GFSH 08.

### **1.5 SANITATION (ISBT TOILET/POUR FLUSH OR SIMILAR)**

- 1.5.1.1 In addition to the above, the minimum requirements for infrastructure will in accordance with the following:
- 1.5.1.2 Guidelines for Human Settlements Planning and Design Vol. 1 & 2 ("Redbook");
- 1.5.1.3 Department of Housing Generic Specification, GFSH 08;
- 1.5.1.4 Pour flush or equivalent of rural sanitation must be robust, durable and weatherproof.
- 1.5.1.5 ISBT Pour flush toilet or equivalent type of rural sanitation must be done according to the technical descriptions to be recommended by the Eastern Cape Department of Human Settlements and Department of Environmental Affairs (and / or relevant Water Service Provider)
- 1.5.1.6 Pan with toilet seat designed to carry sludge by pouring a minimum of 1 to 2 litres of water;
- 1.5.1.7 Drainage connection with maximum level of 3m between pan and pit;
- 1.5.1.8 Pit to have a minimum volume of 3m<sup>3</sup> (where there will be percolation and 3.5 m<sup>3</sup> (where they will be emptied) with a minimum freeboard of 500mm above the effective volume and to be lined or according to required standard of the product.
- 1.5.1.9 Pit to be offset from the top structure; to be sealed if dictated by the Groundwater Protocol investigation and maintain the minimum visibility of 150mm above ground level.
- 1.5.1.10 Pit cover should allow easy access and maintain the strength that can withstand the minimum weight of 1 Ton; and
- 1.5.1.11 Any equivalent innovative product other than those specified above should be submitted and endorsed by the department through Special TEC before implementation (i.e. at tender stage).
- 1.5.1.12 High Density Polymer Door or equivalent
- 1.5.1.13 High Density Polymer Door or equivalent must be constructed from durable, impact resistant, non-corrosive / non rotting (not coated) material which is SABS approved with sufficient support and strength to withstand constant use / windy conditions throughout the period of guarantee
- 1.5.1.14 The Door must be Agre'ment SA or SABS approved.
- 1.5.1.15 The Door must be constructed from material with a minimal scrap / theft and resale value.
- 1.5.1.16 The design of the door must be aesthetically pleasing and must allow for safe use, ease of cleaning and minimal maintainable parts.
- 1.5.1.17 The Door design must further allow for the fitment of a durable dual operation nylon latch or equivalent, which protects users from being locked inside the toilet unit.

- 1.5.1.18 The door must be designed to be compatible for use on both existing as well as new toilet facilities within the Municipal boundaries.
- 1.5.1.19 The door must be stackable to allow for ease of transportation and storage on site.
- 1.5.1.20 The door must be light weight (less than 9kg's) to protect from slamming and damaging the surrounding structure as well as to protect individuals using the unit to be injured in the event of wind slam.
- 1.5.1.21 The door must be guaranteed for a period not less than 3 years.

## 1.6 WATER TANKS

- 1.6.1.1 Must be a minimum size of 5000 litres (SABS approved);
- 1.6.1.2 Tanks to be seated on a plinth of minimum height of 0.5m;
- 1.6.1.3 Tank stand must be designed to support the full tank as well as withstand all weather conditions; and
- 1.6.1.4 Gutters and downpipes provided to drain the entire roof into the tank and gutters must be fixed to the wall up to the water tank and must be designed to withstand all weather conditions while the tank is empty or full.

## 1.7 TOPSTRUCTURE

In addition to the specification already mentioned, the following are additional minimum requirements:

- 1.7.1.1 NHBRC Technical Requirements, Agre'ment SA, and SANS 10400
- 1.7.1.2 2015 revised National Building regulations; South African National Standards (SANS) 10400 XA Energy Usage in Buildings;
- 1.7.1.3 All external doors must be SABS approved hardwood and comply with SANS 545 such as meranti frame ledged button doors or equivalent approved doors;
- 1.7.1.4 All door locks must be SABS approved with a minimum of five-year guarantee;
- 1.7.1.5 SABS approved roof trusses to be used and Roof Covering to be cement roof tiles OR Chromadek Sheeting or Equivalent;
- 1.7.1.6 Aluminum or Equivalent with smaller size windows and special low clear and opaque safety glass (minimum 3mm thick, SANS10400N) for all window types as prescribed by the engineer or competent person;
- 1.7.1.7 Concrete aprons to be provide on all 4 sides with a minimum width of 1000mm including storm water management precautionary measures (as per NHBRC project enrolment requirement);
- 1.7.1.8 Fascia's and Barge Boards to be provided;
- 1.7.1.9 House to be plastered and painted both internally and externally in line with the National Building Regulations and NHBRC requirements.
- 1.7.1.10 Installation of a ceiling with the prescribed air gap for the entire dwelling.
- 1.7.1.11 Installation of above ceiling insulation comprising a 130mm mineral fibre glass blanket for the entire house;
- 1.7.1.12 One work surface to be provided in the kitchen area (minimum length 1m, height 1m and width of 0.5 m) and
- 1.7.1.13 Electrification of houses which include installation of a distribution board including plugs and lights to all living areas of the house, as per the current norms and standards.
- 1.7.1.14 New National Elements:
  - 2.7.1.14.1. Home solar system (500w)
  - 2.7.1.14.2. Burglar Bars for persons with disabilities
  - 2.7.1.14.3. 5000L Water tank with stand (**Applicable in Urban if justified**)

## 1.8 PROJECT DELIVERABLES

The scope of works describes the extent of what is expected from the contractor. Project deliverables can, however, be summarized as follows:

- 1.8.1.1 Completed Top Structures (40, 45 and 50m<sup>2</sup>)
- 1.8.1.2 Completed Municipality Internal Grade A or B Engineering Services (Sewer, Water, Roads and Storm water)
- 1.8.1.3 Completed ISBT Toilets or equivalent and water tanks with tanks stands, and as described in the scope of works, including providing FURs, COCs and "Happy Letters".

**Tenderers are required to select the Category and Regional Cluster they are tendering for by indicating in the relevant schedule provided with this document (T2.2.4 Indication of category and regional cluster of the Framework Agreement the tenderer is tendering for).**

### **1.1 Regional selection**

A tenderer must select only one (01) regional cluster they will service for the duration of the Framework Agreement. **Notwithstanding that, a tenderer may not tender for:**

- Regional cluster 1 and 2 at the same time

**Failure to meet the requirement of regional cluster selection shall result in elimination.**

### **1.2 Category selection**

A tenderer can tender in one or to a maximum of two categories. **Notwithstanding that, a tenderer may not tender for:**

- Category C or Category D if he/she is not tendering for Category A or B (no tenderers may tender to be included in the Municipal Engineering Works if they are not bidding in the Building Works Category A or B).
- A contractor that applies for category A and B and qualifies for placement on both will placed in the highest qualifying category. (Contractors will only be placed on either category A or B not both)
- A contractor that applies for Category C and D and qualifies for placement on both will placed in the highest qualifying category. (Contractors will only be placed on either category C or D not both)
- A tenderer is allowed to tender for either category A or category B whilst not tendering for neither category C nor category D.

**Failure to meet the requirement of the category and regional cluster selection will result in elimination.**

### **Allowable possible category combinations:**

Contractor can tender and subsequently participate in the Framework if the tenderer is successful in one of the following ways:

- Category A only (NHBRC registration)
- Category A and Category C (NHBRC registration and registration with CIDB in Grading 6CE or higher)
- Category A and Category D (NHBRC registration and registration with CIDB in Grading 1-5 CE)
- Category B only (NHBRC registration)
- Category B and Category C (NHBRC registration and registration with CIDB in Grading 6CE or higher)
- Category B and Category D (NHBRC registration and registration with CIDB in Grading 1-5 CE)

## **NON-POINT SCORING MANDATORY REQUIREMENTS:**

### **NHBRC Registration**

It is a mandatory requirement that all tenderers submitting bids are registered with NHBRC. Irrespective of which panel or category the bidder is tendering for.

### **CIDB Grading**

Only those tenderers who are registered with the CIDB in CE class of work are eligible to have their tenders evaluated for consideration for Category C and D. Bidders shall be eligible to be allocated CE class of work which is consummate to his/her CIDB grade designation as outlined in table below:

Category		No of sites	Value of Works (upper limit)	Minimum Grading	Class of Work
C	Municipal Engineering Works 201 – 1000 sites	326	R10 000 001,00 – R20 000 000,00	6	CE
		979	R20 000 001,00 – R60 000 000,00	7	CE
		1000	R60 000 001,00 – R61 271 000,00	8 or higher	CE
D	Municipal Engineering Works 1 – 200 sites	8	R0 - R500 000.00	1	CE
		16	R501 000 – 1M	2	CE
		49	R1000 001,00 - R3 000 000,00	3	CE
		98	R3 000 001,00 - R6 000 000,00	4	CE
		163	R6 000 001,00 – R10 000 000,00	5	CE

## 1. SELECTION PROCEDURE

- 1.1 The aim of the Department is to enter into a framework agreement with contractors for a duration of 36 months.
- 1.2 The bids will be evaluated and adjudicated on administrative compliance, functionality, price per unit under each designation and specific goals.
- 1.3 Bidders that have met the minimum requirements of the evaluation criteria will be shortlisted.
- 1.4 Bidders will be listed from the highest points scorer to the lowest points scorer based on the points scored for price and specific goals evaluation in terms of the Preferential Procurement Policy Framework Act 2000: Preferential Procurement Regulations 2022.
- 1.5 Once the ranking of contractors has been concluded, a unique number will be allocated to the respective bidders per category.
- 1.6 This means if the Department ranks company XY, as number (1) for the applicable category, company XY will be number 1 and will be the first one to be allocated work in that category.
- 1.7 All qualified contractors will be issued with an appointment letter to inform them that they have successfully qualified to be in the Framework Contract of the department and will be eligible to be allocated with works order packages in compliance with the Framework Agreement.
- 1.8 Bidders in the list will be allocated work irrespective of number of units, in terms of the Works Package Order (WPO) as long as they do not exceed the maximum number of units in that category.
- 1.9 When the WPO is received from the regional offices, the head of programme will allocate a unique number in terms of the region, date and the time received by the office to ensure that all Contractors in the framework will receive a fair, transparent allocation of works.
- 1.10 The framework of Contractors will be updated once a year to ensure, that the new Contractors are given an opportunity to enrol. The review of the Framework agreement will only consider the remaining period of the three (03) year contract.
- 1.11 Performance monitoring of Contractors will be conducted on a quarterly basis. Poor performance will lead to removal from the framework agreement and eventual restriction.

## 2. ROTATION ON APPOINTMENT

- 2.1 Rotation of Contractors will take place, in compliance with Preferential Procurement Policy Framework Act 2000: Preferential Procurement Regulation 2022 (PPPFA) and Public Finance Management Act (PFMA) amongst Contractors on the Framework Agreement. Appointments will be done on rotational basis.
- 2.2 Appointment will be allocated on the submitted quoted rates of the Contractors which will not exceed the allowable quantum for the period.
- 2.3 The Department will use approved urban/rural quantum as the minimum market related price.
- 2.4 The rotation of the Contractors will be performance based i.e the Contractor/s will be expected to finish 50% of the previous awarded project before it can be considered for the next project.
- 2.5 To that effect a signed performance report by the region will be required.
- 2.6 As and when the need arises, The Department will request proposals from the number (1) contractor on any of the relevant categories and will follow accordingly of the list.
- 2.7 In an event where the rate of bidders is below the quantum. The Department will call a clarification meeting and the bidder must confirm that they will be able to deliver on that rate with no price related variation order/s which is as a result of low price/rate.
- 2.8 Where a bidder has declined appointment due to bidder rates being lower than the Quantum, The Department will move to appoint the next bidder on the list.
- 2.9 The Proceedings of the clarification meeting must be recorded and an attendance registered signed. The meeting will be coordinated by the bid evaluation committee.
- 2.10 A bidder that has declined appointment will remain on their position on the list and will be considered on the next allocation.
- 2.11 Department under extreme and unforeseen circumstances will only consider variation orders, which will have to comply with all internal requirements and must attach an Engineer's report. However, the Department will reserve the right to approve or disapprove, which will not have any claim against the Department if the submission is not successful.
- 2.12 The Contractor will be given a period of fourteen (14) calendar days to consider and confirm if they will be able to deliver at the quoted rate.
- 2.13 Where the contractor does not confirm within the allocated fourteen (14) calendar days, The Department will move to the next available contractor on the list.
- 2.14 The Department may negotiate with the Contractor to lower the rates to be within the quantum not otherwise.
- 2.15 The Department does not guarantee that all bidders registered on the framework agreement will be allocated projects however it will ensure that the rotation system is adhered to.
- 2.16 This means project allocation will be done going through the whole lists before allocating projects from those who were already given the opportunity even if they have completed 50% of their previous project/s.

- 3.17 If a bidder has been awarded a project from the ECDHS and has not achieved 50% completion on the awarded project. The bidder will not be eligible for award of another project under any circumstances.

### 3. REQUESTING, EVALUATION, ADJUDICATION AND AWARDING OF THE BIDS

- 3.1 The Department will advertise the invitation to enter into the framework agreement on the EC provincial tender bulletin, E-tender portal and Departmental website.
- 3.2 The Department's approved Procurement Plan will stand as the Department project list.
- 3.3 Compulsory site briefing sessions will be conducted on sites before issuing of the Instruction to perform Work (IPW).
- 3.4 Responsiveness of bidders will be evaluated and adjudicated by the Departments bid committees.
- 3.5 Responsive bidders will be listed from the highest points scorer to the lowest points scorer based on the points scored for price and specific goals evaluation.
- 3.6 If bidders score the same number of points, bids will be subject to the condition of the Preferential Procurement Policy Framework Act 2000: Preferential Procurement Regulation 2022 (PPPFA) which include selection of highest specific goals and drawing of lots accordingly.
- 3.7 Once the ranking of contractors has been concluded, a unique number will be allocated to the respective bidders per category. Framework agreement contractor list will be published on the Departmental website, Tender bulletin and eTender portal.
- 3.8 This means if the Department ranks company XY, as number (1) for the applicable category, company XY will be number 1 and will be the first one to be allocated work in that category
- 3.9 All qualified Contractors will be issued with an appointment letter to inform that they are successfully qualified to be in the Framework Contract of the Department and will be eligible to be allocated with works order packages in compliance with the Framework Agreement,
- 3.10 For those that have quoted above the quantum, the Department will negotiate the rates/price with the bidder to be within the approved quantum. Where a bidder has declined negotiations due to bidder not willing to lower rate to be within the Quantum, The Department will move to negotiate with the next bidder on the list.
- 3.11 A bidder that has declined appointment will remain on their position on the list and will be considered on the next allocation.
- 3.12 For all projects the normal procurement processes of submitting to Bid Evaluation Committee (BEC), Bid Adjudication Committee (BAC) and for projects above R10 million the Interim Bid Adjudication Committee (IBAC) will be followed to the latter.

#### C3.5: IPW Preparation Procedure

##### **Issuing and execution of WA contract**

Each IPW / Work Assignment (WA) will be stand-alone procurement contract, which will be assigned to a ECDHS's Project Manager or Employers' Agent whom the Framework Contractor will be directly reporting to until the WA contract is complete and formally closed.

The process to be followed in concluding a WA procurement contract will be as follows:

Step 1: Identification of need, problem or scope statement, estimation, budgeting

Step 2: Selection of FC who is next in line to be allocated work utilising the method and criteria prescribed in the framework agreement i.e., **Selection Procedure**

Step 3: Briefing and consultation with selected FC

Step 4: Prepare and issue the WA documentation which as minimum must have;

- Scope of work,
- Work assignment specific priced schedule
- Work assignment contract amount and cashflow projections
- Work assignment specific Contract data
  - Project details – contract number (if applicable); description, location
  - Duration – start date, programme, etc
  - Penalties
  - Insurance requirements
  - Personnel Schedule
  - Applicable dispute resolution mechanism
  - Additional conditions to the standard conditions of contract

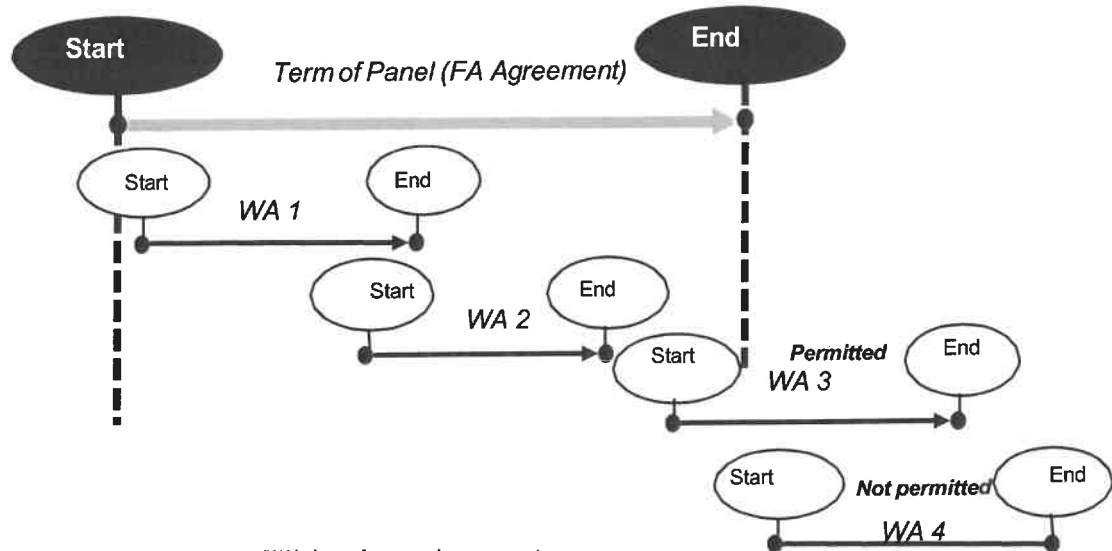
Step 5: Acceptance and approval of the IPW or WA

Step 6: Conclusion of IPW or WA specific Contract and Issue of purchase order

Step 7: Submission of applicable Insurances

Step 8: Performance of the IPW / WA contract

Step 9: Closure of a Work Assignment / Instruction to Perform Work



Timing of Work Assignments (WA) in a framework agreement

C3.6:  
Management  
and Oversight  
arrangements

1. The successful bidders will enter into a framework agreement, which will not exceed a period of 36 months, with an allowance of completing incomplete works at the end of 35th month, with the approval of the accounting officer upon a factual motivation, for a period not exceeding three months after 36 months,
2. A detailed project implementation plan (PIP) will form part of the framework agreement and will be enforced,
3. Contract will be on an annual basis, for an agreed scope of works at the prevailing quantum/quoted rates per milestone, which will be in the ToR. Appointed contractor will be required to complete a minimum of 50% of the annual scope and expend the allocated funds as per the annual SLA before the end of the contract to qualify for the 2nd and final scope and contract,
4. If the contractor complete 50% of the scope, then the second and final SLA will be entered into to complete the balance of the scope at the new prevailing quantum or will qualify for the price escalation as per the allowable rate as per the appointment letter for the new scope only, therefore the contractor will not be eligible for the scope that was in the first SLA, which must be concluded at the old rate. The SLAs will clearly indicate the erf numbers according to the scope,
5. Should the contractor fail to conclude 50% of the scope in the first contract, the regions will monitor performers and notify the contractor on the performance and will not be eligible for the second contract, which means a letter will be issued by contracts to inform the elimination from the second face and will also consider for restriction process depend on a proper performance assessment,
6. If the contractor fails to complete 50% of works successfully, unless otherwise advice and motivated by the region, the contractor will be held responsible to complete the incomplete various stages at an agreed time period or if the region motivates, then the contractor will have to complete a site audit with the region and the professional and handover the site to the region,
7. If the scope of the SLA is not complete, then the Department will select the next contractor from the FWA of contractors to complete the project, which will follow the appointment process as above.



## **PART C4: APPENDICES / SITE INFORMATION**

- C4.1 Typical House Plan – 40M<sup>2</sup> (Rural and Urban)
- C4.2 Typical House Plan – 45M<sup>2</sup> (Rural and Urban)
- C4.3 Typical House Plan – 50M<sup>2</sup> (Rural and Urban)
- C4.4 Typical Drawing – ISBT TOILET (Rural)
- C4.5 Eastern Cape Maps

Notes:

## GENERAL

1. ALL MATERIAL AND WORKMANSHIP MUST COMPLY WITH THE REQUIREMENTS OF THE LATEST RELEVANT SABS REQUIREMENTS.
2. ALL DIMENSIONS ARE IN MILLIMETERS. (UNLESS OTHERWISE SPECIFIED).
3. DO NOT SCALE FROM THESE DRAWINGS.
4. DRAWING MUST BE CHECKED AND APPROVED ON SITE.
5. ALL CONSTRUCTION TO BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR MUNICIPAL CIVIL ENGINEERING WORKS, THIRD EDITION 2005 AND THE STANDARD CTM DETAIL DRAWINGS.
6. THESE DRAWINGS MUST BE READ IN CONJUNCTION WITH THE ARCHITECTS DRAWINGS (IF APPLICABLE).
7. ANY CHANGES TO THE CONSTRUCTION MATERIAL OR CONSTRUCTION METHODS MUST BE APPROVED BY THE ENGINEER.
8. THE CONSULTANT REMAINS RESPONSIBLE TO ENSURE THAT ALL THE GUIDELINES, STANDARD DRAWINGS, STANDARDS AND SPECIFICATIONS HAVE BEEN MET AND ARE COMPLIED WITH.

## TYPICAL: 40m<sup>2</sup> RURAL HOUSE PLAN

### BLOCKWORK

1. ALL WALLS TO BE CONSTRUCTED WITH 300x190x400mm PRECAST SABS APPROVED LOAD BEARING BLOCKWORK.
2. BLOCKS TO HAVE MINIMUM STRENGTH OF 3.5MPa PER BASIS.
3. ALL JOINTS MUST BE FILLED IN ACCORDANCE WITH SABS 2014-1 AND ALL JOINTS MUST BE REINFORCED WITH 6mm WIRE.
4. ENSURE THAT THE MORTAR IS WELL BEDDED ONLY.
5. ALL BLOCKWORK SHALL BE BUILT TO PLUMB WITH ALL THE CORNERS CORRECTLY CONSTRUCTED AND THE BONDING OF THE BLOCKS TO BE MAINTAINED THROUGHOUT THE CONSTRUCTION.
6. THE APPEARANCE OF THE WORK, INTERNAL WALL TO BE FLUSH JOINED.
7. BLOCKWORK TO BE SET INTO EXTERNAL SKIN WITH 150mm WIDE OPS HOOP ROD STRAP/4mm.
8. INTERNAL BLOCKWORK TO BE BUILT TO UNDERSIDE OF ROOF SHEET COMPLETE WITH BEAM FILLING.
9. REINFORCE WITH 6mm WIRE MAN WIRE COMPRESSING CROSS WIRES SPACED AT 300mm INTERVALS.
10. 2mm DIA. WIRE TO BE USED TO REINFORCE CONTIGUOUS LENGTHS TO ALL EXTERNAL WALLS TO BE BUILT TO PLUMB.
11. ALL CONCRETE TO BE PROPERLY CURED BY KEEPING SURFACED MOIST FOR 7 DAYS.
12. ALL CONCRETE MUST BE WELL VIBRATED DURING THE PLACING USING MECHANICAL VIBRATION.

### FOUNDATIONS

1. EXCAVATIONS FOR ALL FOUNDATIONS TO BE CHECKED AND APPROVED BY THE ENGINEER PRIOR TO CASTING OF CONCRETE.
2. ALL FOUNDATIONS TO BE FOUNDED ON SOUND NATURAL MATERIAL.
3. ALL FOUNDATIONS TO BE FOUNDED ON FILL UNLESS AUTHORISED BY THE ENGINEER.
4. FINISHED FLOOR LEVEL (FFL) TO BE MIN 150mm ABOVE FINAL OUTSIDE GROUND LEVEL.
5. SABS 2000 COMPLIANT MEMBRANE TO BE USED ON THE UNDERSIDE OF THE FOUNDATION SLAB AND BEAM SIZES.

### CONCRETE

1. CONCRETE CLASS: BEAMS - 20MPa/18 PAIS - 15MPa/18.
2. CONCRETE COVER: SLAB - 30mm FROM PLATFORM LEVEL BEAM.
3. ALL REINFORCING TO BE CHECKED AND APPROVED BY THE ENGINEER PRIOR TO ANY CONCRETE BEING CAST.
4. THE REINFORCING SHALL BE PLACED IN ACCORDANCE WITH SABS (INCLUDING PAY ITEMS).
5. MINIMUM BEARING CAPACITY OF FOUNDATION MATERIAL = 90 kPa.
6. ALL CONCRETE TO BE PROPERLY CURED BY KEEPING SURFACED MOIST FOR 7 DAYS.
7. ALL CONCRETE MUST BE WELL VIBRATED DURING THE PLACING USING MECHANICAL VIBRATION.

### ROOF

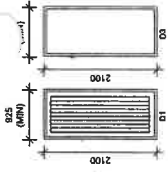
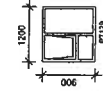
1. ROOF TO BE WITH UNDERLAYER DOUBLE ROAM.
2. CONCRETE ROOF TILES ON LIGHT WEIGHT STEEL TRUSS SYSTEM TO SUPPLIERS SPECIFICATIONS.
3. 1:12 MORTAR BEAM FILLING TO ALL INTERNAL PARTITION WALLS.
4. ALL ROOF FINISHES TO BE BUILT IN A MINIMUM OF 3 COURSES.
5. STORM CLIPS REQUIRED IN ALL TILES EXPOSED AT GABLE AND EAVES OVERHANG.

### PLATFORM

1. PLATFORM TO BE STRIPPED OF ALL VEGETATION AND TOPSOIL PRIOR TO LAYING OF ALL MATERIAL.
2. FILL MATERIAL TO BE COMPACTED IN 300mm LAYERS TO 85% MOD.
3. ALL PLATFORMS TO BE BUILT TO A MAXIMUM SLOPE OF 1:1.5 (H:V) IN CUT AND 1:2 (H:V) IN FILL.
4. PROVIDE BENCHES TO ALL PLATFORMS WHEN N.G.L. SLOPE EXCEEDS 1:5.
5. ALL TRENCHES TO BE COMPACTED TO 85% MOD AND TO PREVENT ANY WATER FROM POOLING AROUND THE RAFT.
6. THE BUILDING PLATFORM MUST BE WELL GRADED AS INDICATED.
7. FOUNDATION CONDITIONS NOTED AS VARYING FROM THE ENGINEER'S OBSERVATIONS ARE TO BE REPORTED TO THE ENGINEER FOR CONFIRMATION.
8. PRE-LOADING OF THE FOUNDATIONS MAY BE REQUIRED IN SPECIFIC FOUNDATION CONDITIONS.
9. ADDITIONAL UNDERPINNING/PLINTHS AT RAFT BEAM JOINTS.

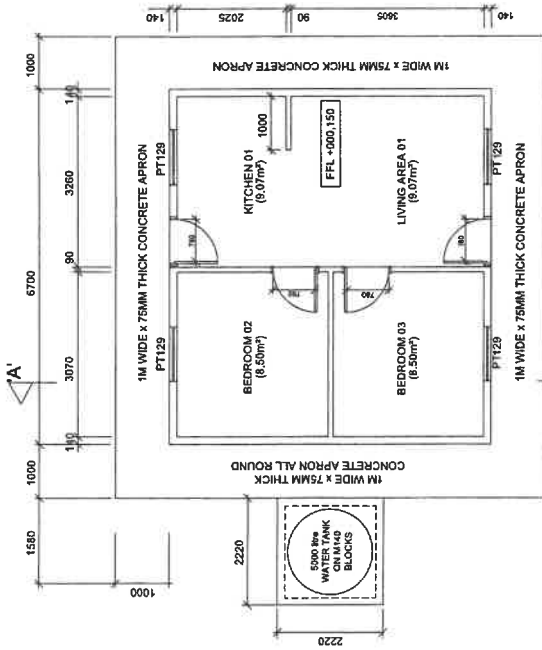
### FINISHES

1. WOOD FLOORS TO THE FLOOR SLAB.
2. PLASTER AND PAINT TO ALL EXTERNAL WALLS.
3. FLUSH JOINED AND BOND PLASTER TO ALL INTERNAL WALLS.
4. EXTERNAL WALLS TO HAVE TWO COATS POLYURETHANE SEALANT.
5. EXTERNAL DOORS TO HAVE TWO COATS POLYURETHANE SEALANT.
6. EXTERNAL WALLS TO HAVE A 1 COAT TYPE PAK OR SIMILAR.
7. INTERNAL WALLS TO HAVE A 1 COAT TYPE PAK OR SIMILAR.
8. APPROVED BY ENGINEER.
9. FORGED DOOR HANDLES AND LOCKS TO BE SABS APPROVED AS APPROVED BY THE ENGINEER.
10. NO VENEERED EXTERNAL DOORS PERMITTED.
11. DOOR AND WINDOW FRAMES TO REMAIN BARE GALVANIZED.



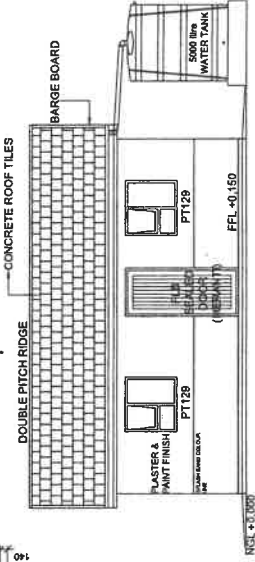
WINDOW SCHEDULE					NOTES
ID	QTY	w (mm)	h (mm)	GLASS (m <sup>2</sup> )	
PT129	4 (2 LH & 2 RH)	1200	900	3	1.012
					POWDER COATED ALUMINUM WINDOW WITH 3MM GLASS (13.7)

DOOR SCHEDULE					NOTES
ID	QTY	w (mm)	h (mm)	GLASS (m <sup>2</sup> )	
D1	2	813	2032	40	0.111
D2	2 (1 LH & 1 RH)	813	2032	40	0.111
					POWDER COATED ALUMINUM DOOR WITH 3MM GLASS (13.7)

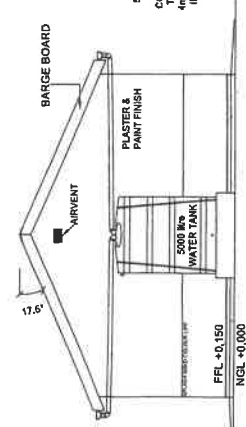


### FLOOR PLAN LAYOUT

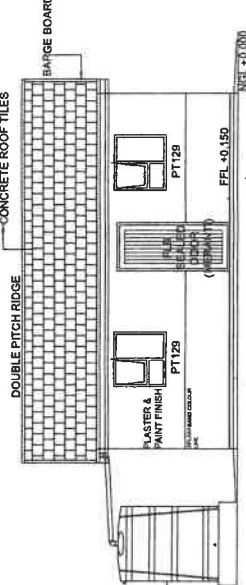
### REAR ELEVATION



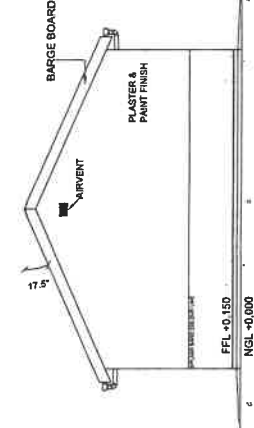
### SIDE ELEVATION



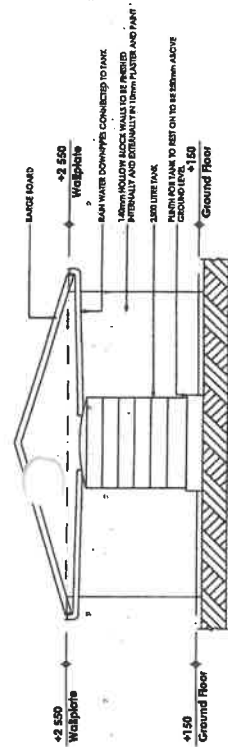
### FRONT ELEVATION



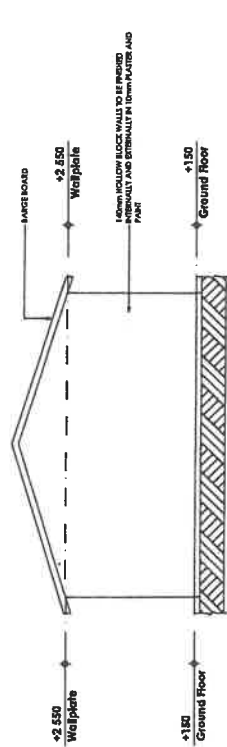
### SIDE ELEVATION



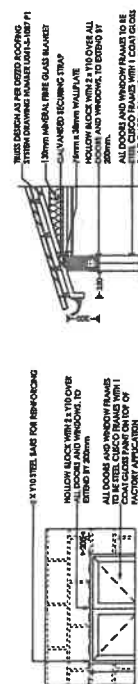




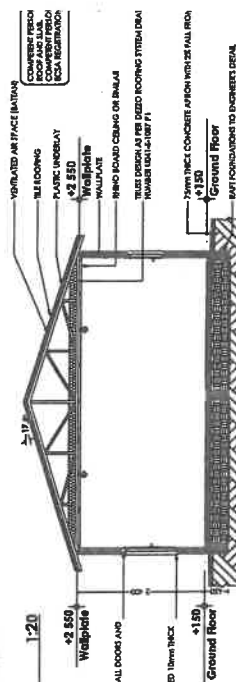
TYPICAL SIDE ELEVATION



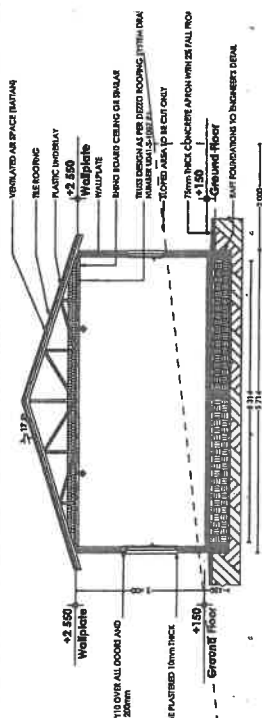
**TYPICAL SIDE ELEVATION**  
1:100



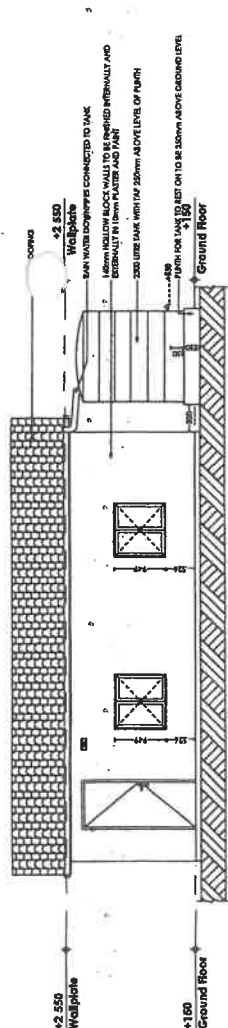
**DETAIL B** 1:50 **DETAIL OF ROOF AND**



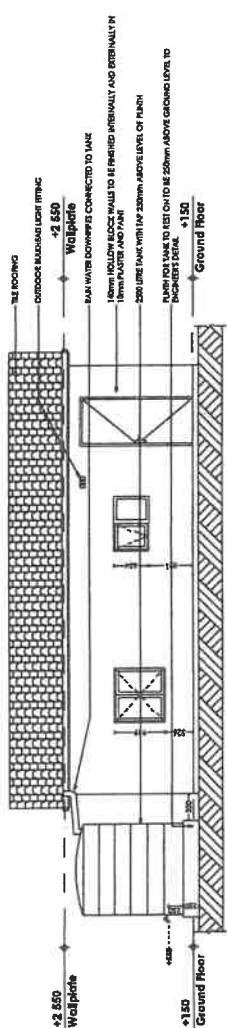
**SECTION A: A**



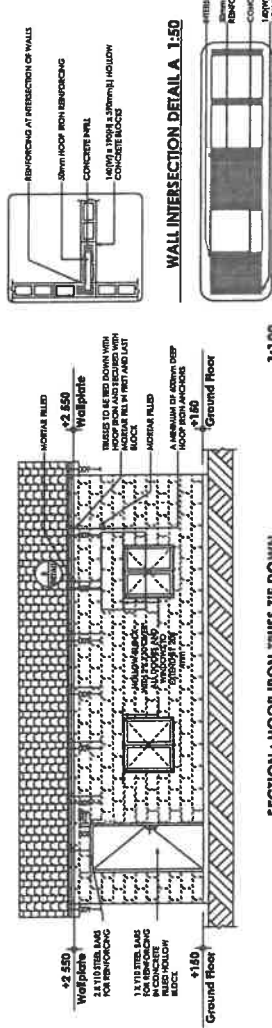
### SECTION THROUGH FOUNDATION ON A SLOPED AREA



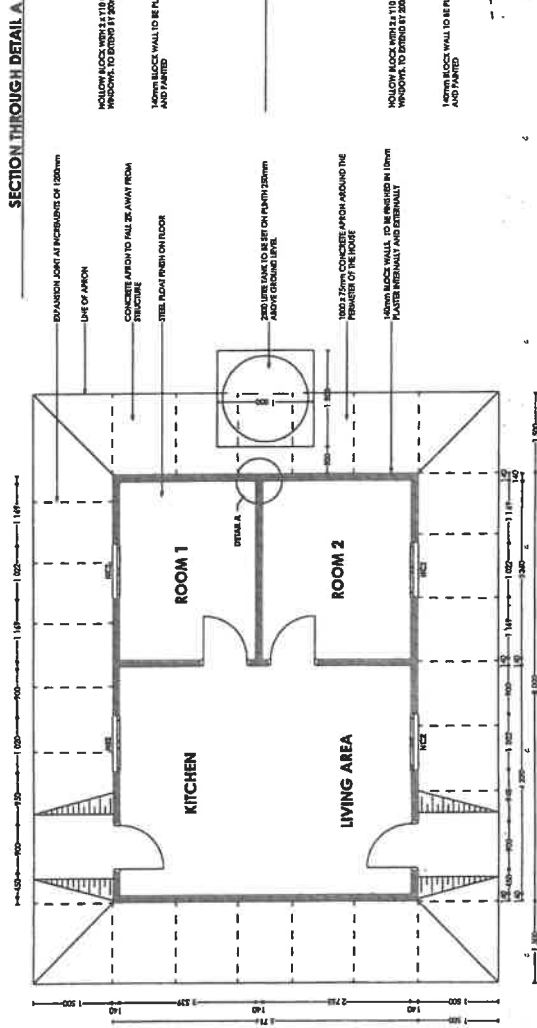
TYPICAL FRONT ELEVATION 1:100



**TYPICAL REAR ELEVATION** 1:100

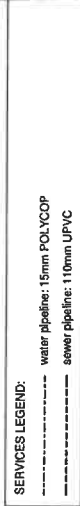


SECTION : HOOP IRON TRUSS TIE DOWN



### FLOOR PLAN





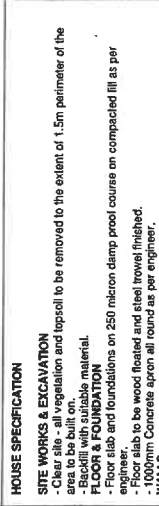
### HOUSE SPECIFICATION

**SITE WORKS & EXCAVATION**

- Clear site - all vegetation and topsoil to be removed to the extent of 1.5m perimeter of the area to be built on.
- Backfill with suitable material.

**FLOOR & FOUNDATION**

- Floor and foundations on 250 micron damp proof course on compacted fill as per engineer.
- Floor slab to be wood floated and steel trowel finished.
- 100mm Concrete apron all round as per engineer.



## TYPICAL 50 m<sup>2</sup> RURAL HOUSE



GENERAL NOTES

1. This is a typical section of the building. The actual section may vary slightly from the typical section shown.

2. The building is constructed of brickwork and has a pitched roof.

3. The roof is covered with tiles and has a waterproofing layer.

4. The walls are finished with plaster and have a decorative finish.

5. The floor is finished with a smooth surface.

6. The building is situated on a level site.

7. The building is surrounded by a garden.

8. The building is accessible by a road.

9. The building is situated in a residential area.

10. The building is a single storey house.

11. The building is a detached house.

12. The building is a semi-detached house.

13. The building is a terraced house.

14. The building is a bungalow.

15. The building is a cottage.

16. The building is a farmhouse.

17. The building is a manor house.

18. The building is a castle.

19. The building is a palace.

20. The building is a mansion.

21. The building is a villa.

22. The building is a country house.

23. The building is a dacha.

24. The building is a chalet.

25. The building is a lodge.

26. The building is a cabin.

27. The building is a hut.

28. The building is a shack.

29. The building is a barn.

30. The building is a garage.

31. The building is a workshop.

32. The building is a storehouse.

33. The building is a warehouse.

34. The building is a factory.

35. The building is a mill.

36. The building is a windmill.

37. The building is a lighthouse.

38. The building is a tower.

39. The building is a church.

40. The building is a mosque.

41. The building is a synagogue.

42. The building is a temple.

43. The building is a shrine.

44. The building is a monastery.

45. The building is a convent.

46. The building is a nunnery.

47. The building is a cloister.

48. The building is a priory.

49. The building is a abbey.

50. The building is a cathedral.

51. The building is a basilica.

52. The building is a church of England.

53. The building is a church of Scotland.

54. The building is a church of Wales.

55. The building is a church of Ireland.

56. The building is a church of the United States.

57. The building is a church of the United Kingdom.

58. The building is a church of the Commonwealth.

59. The building is a church of the Republic of Ireland.

60. The building is a church of the Isle of Man.

61. The building is a church of the Channel Islands.

62. The building is a church of the Azores.

63. The building is a church of the Madeira Islands.

64. The building is a church of the Canary Islands.

65. The building is a church of the Balearic Islands.

66. The building is a church of the Sardinia Islands.

67. The building is a church of the Sicily Islands.

68. The building is a church of the Calabria Islands.

69. The building is a church of the Campania Islands.

70. The building is a church of the Lazio Islands.

71. The building is a church of the Umbria Islands.

72. The building is a church of the Marche Islands.

73. The building is a church of the Tuscany Islands.

74. The building is a church of the Liguria Islands.

75. The building is a church of the Piedmont Islands.

76. The building is a church of the Valle d'Aosta Islands.

77. The building is a church of the Aosta Valley Islands.

78. The building is a church of the Lombardy Islands.

79. The building is a church of the Veneto Islands.

80. The building is a church of the Friuli Islands.

81. The building is a church of the Trentino Islands.

82. The building is a church of the South Tyrol Islands.

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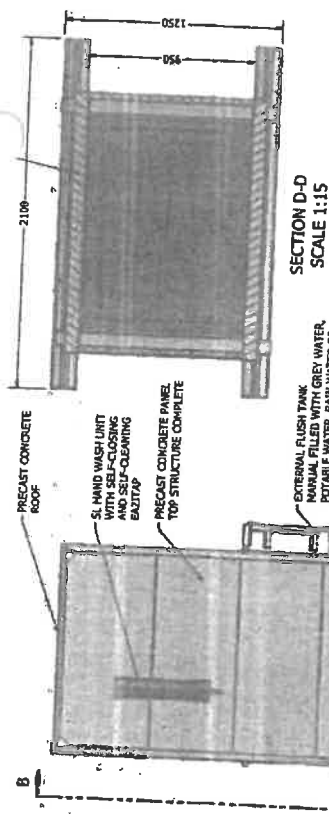
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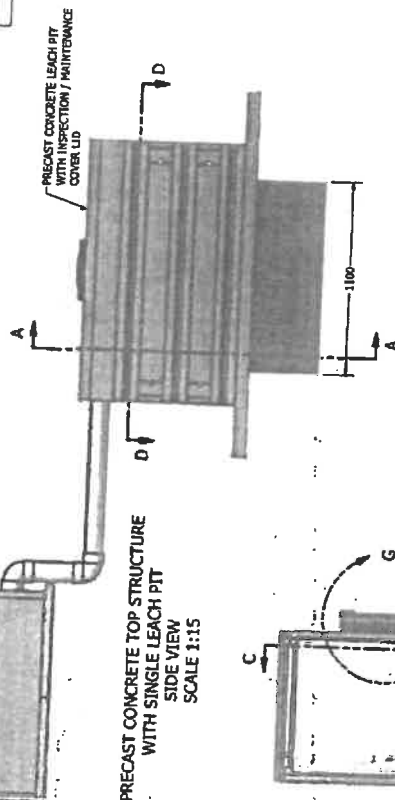
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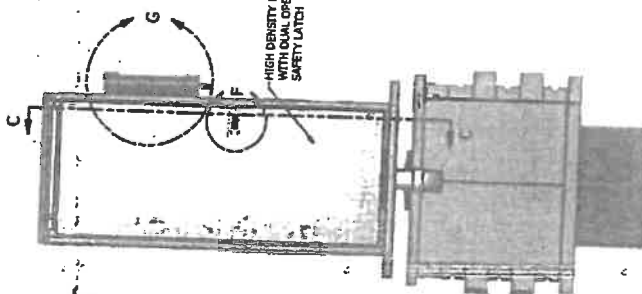
ADDITIONAL EXCAVATION  
TO ACCOMMODATE LEACHING



SECTION D-D  
SCALE 1:15

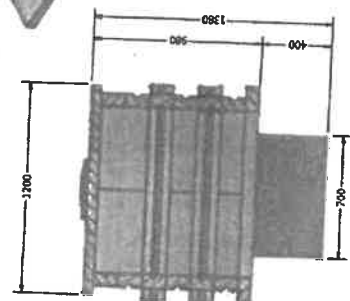


PRECAST CONCRETE TOP STRUCTURE  
WITH SINGLE LEACH PIT  
SIDE VIEW  
SCALE 1:15



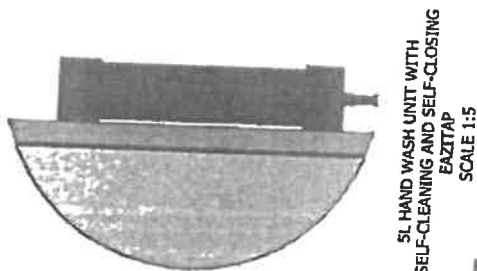
PRECAST CONCRETE TOP STRUCTURE  
WITH SINGLE LEACH PIT  
FRONT VIEW  
SCALE 1:15

PARTS LIST		
ITEM	QTY	PART NUMBER
1	1	PRECAST CONCRETE TOP STRUCTURE
2	1	PRECAST CONCRETE LEACH PIT STRUCTURE
3	1	SL HAND WASH UNIT WITH SELF-CLOSING AND SELF-CLEANING FAZITAP
4	1	AGREEMENT APPROVED EAZIFLUSH LOW FLUSHING PEDESTAL WITH EXTERNAL FLUSH TANK
5	1	PRECAST CONCRETE COVER SLAB WITH INSPECTION / MAINTENANCE COVER LID
6	1	110mm WASTE PIPE PLUMBING KIT
7	1	EXTERNAL FLUSH TANK (MANUAL FILLING WITH WATER)
28	1	Column tank 3
29	1	Postbolting

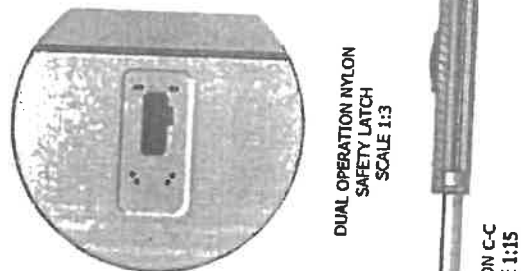


PRECAST CONCRETE TOP STRUCTURE  
WITH SINGLE LEACH PIT  
ISOMETRIC VIEW  
SCALE 1:12

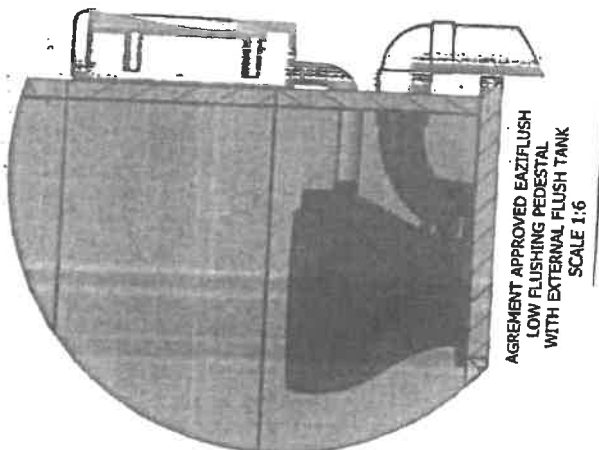
SECTION A-A  
SCALE 1:15



SL HAND WASH UNIT WITH  
SELF-CLOSING AND SELF-CLEANING  
FAZITAP  
SCALE 1:5



SECTION C-C  
SCALE 1:15



AGREEMENT APPROVED EAZIFLUSH  
LOW FLUSHING PEDESTAL  
WITH EXTERNAL FLUSH TANK  
SCALE 1:6

# TYPICAL: PLAN OF ISBT TOILET