



## CLUSTER

Human Settlement, Engineering, and Transport

## UNIT

Human Settlements Units

## DEPARTMENT

FORMAL HOUSING

### PROCUREMENT DOCUMENT

### INFRASTRUCTURE

Documents are to be obtained, free of charge, in electronic format, from the National Treasury's eTenders website or the eThekweni Municipality's website.

Contract No: **1H-23573**

Contract Title: **Construction of new 96 Units at Dalton Community Residential Units (CRU), ward 32**

Est. CIDB Grade/ Class: **7 GB**

### CLARIFICATION MEETING AND QUERIES

Clarification Meeting: **A Compulsory Clarification Meeting**

Meeting Location, Date, Time: **Will held at Dalton CRU Offices, 57 Dalton Road, 30 January 2024 at 10:00**

Queries can be addressed to: **Khethiwe Phewa**  
Tel: 031 322 5958  
The Employer's Agent's Representative: **eMail: Khethiwe.Phewa@durban.gov.za. Email queries to be submitted by 08 February 2024 and consolidated answers to questions will be uploaded 15 February 2024**

### TENDER SUBMISSION

Delivery Location: **The Tender Box in the foyer of the Municipal Building 166 KE Masinga Road, Durban**

Closing Date/ Time: **Friday, 23 February 2024** at **11h00**

### FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED

**Issued by:**

ETHEKWINI MUNICIPALITY

Deputy Head: **FORMAL HOUSING**

Date of Issue: **14/12/2023**

Document Version 24/02/2023(a)

#### FOR OFFICIAL USE ONLY

| Tenderer Name: |              |     | VAT Registered: Yes No |
|----------------|--------------|-----|------------------------|
|                | Price (excl) | VAT | Price (incl)           |
| Submitted: R   |              | R   | R                      |
| Corrected: R   |              | R   | R                      |

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**PART T1: TENDERING PROCEDURES****T1.1.1: TENDER NOTICE AND INVITATION TO TENDER**

Tenders are hereby invited for the works to Construct 96 new units at Dalton Community Residential Units (CRU), ward 32

| <b>Subject</b>                     | <b>Description</b>  | <b>Tender Data Ref.</b> |
|------------------------------------|---|-------------------------|
| <b>Employer</b>                    | The Employer is the eThekweni Municipality as represented by:<br>Deputy Head: <b>FORMAL HOUSING</b>   | F.1.1.1                 |
| <b>Tender Documents</b>            | Documents can only be obtained in electronic format, issued by the eThekweni Municipality.<br>Documentation can be downloaded from the <b>National Treasury's eTenders website</b> or the <b>eThekweni Municipality's Website</b> .<br>The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer.                     | F.1.2                   |
| <b>Eligibility</b>                 | It is <u>estimated</u> that tenderers should have a CIDB contractor grading designation of <b>7 GB</b> (or higher).<br>The CIDB provisions in relation to a Contractor's Potentially Emerging (PE) status <u>do not</u> apply.  | F.2.1.1                 |
| <b>Clarification Meeting</b>       | <b>Will held at Dalton CRU Offices, 57 Dalton Road, 30 January 2024 at 10:00</b>  | F.2.7                   |
| <b>Seek Clarification</b>          | Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are:<br><b>Khethiwe Phewa</b><br><b>Tel: 031 322 5958</b><br><b>eMail: Khethiwe.Phewa@durban.gov.za. Email queries to be submitted by 08 February 2024 and consolidated answers to questions will be uploaded 15 February 2024</b> | F.2.8                   |
| <b>Submitting a Tender Offer</b>   | Tender offers shall be delivered to:<br><b>The Tender Box in the foyer of the Municipal Building</b><br><b>166 KE Masinga Road, Durban</b>  | F.2.13                  |
| <b>Closing Time</b>                | Tender offers shall be delivered on or before <b>Friday, 23 February 2024</b> at or before <b>11h00</b> .   | F.2.15                  |
| <b>Evaluation of Tender Offers</b> | <b>The 90/10</b> Price Preference Point System, as specified in the PPPFA Regulations 2022 will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the <b>Specific Goal(S)</b> for the awarding of Preference Points, and other related evaluation requirements.  | F.3.11                  |

**Requirements for sealing, addressing, delivery, opening and assessment of tenders are further stated in the Tender Data**

## PART T1: TENDERING PROCEDURES

### T1.2: TENDER DATA

#### **T1.2.1 STANDARD CONDITIONS OF TENDER**

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

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

#### **T1.2.2 TENDER DATA**

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

### **F.1: GENERAL**

**F.1.1 The employer:** The Employer for this Contract is the eThekweni Municipality as represented by: Deputy Head: **FORMAL HOUSING**

**F.1.2 Tender documents:** The Tender Documents issued by the Employer comprise:

- This procurement document.
- JBCC Principal Building Agreement, Edition 4.1, March 2005" issued by the Joint Building Contract Committee (JBCC). This document is obtainable separately from the JBCC and Tenderers shall obtain their own copies
- "City of Durban Technical Specifications" hereinafter referred to as the Standard Engineering Specifications. This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections.
- Drawings, issued separately from this document, or bound in Section C3.4 (as an Annexure).
- In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
  - a) The Employer's current (as at advertising date) Supply Chain Management Policy.
  - b) The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (2022).
  - c) The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
  - d) The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013).
  - e) SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.

- f) Any other eThekweni Policy documents referenced in the Tender Documents.

Electronically downloaded documentation is obtainable from the National Treasury's **eTenders Website** or the **eThekweni Municipality's Website** at URLs:

1. <https://www.etenders.gov.za/>
2. <https://www.durban.gov.za/pages/business/procurement>

The entire downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

**F.1.4 Communication and employer's agent:** The Employer's Agent's Representative is:

**Khethiwe Phewa**

**Tel: 031 322 5958**

**eMail: [Khethiwe.Phewa@durban.gov.za](mailto:Khethiwe.Phewa@durban.gov.za). Email queries to be submitted by 08 February 2024 and consolidated answers will be uploaded 15 February 2024**

The Tenderer's contact details, as indicated in the Contract Data: Clause C1.2.2.2 "Data to Be Provided by Contractor", shall be deemed as the only valid contact details for the Tenderer for use in communications between the Employer's Agent and the Tenderer.

**F.1.6 Procurement procedures:** Option 1 which is Price and Preference.

## F.2: TENDERER'S OBLIGATIONS

**F.2.1 Eligibility: General**

A Tenderer will not be eligible to submit a tender if:

- (a) the Tenderer does not comply with the legal requirements as stated in the Employer's current SCM Policy.
- (b) the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- (c) In the event of a Compulsory Clarification Meeting:
  - i) the Tenderer fails to attend the Compulsory Clarification Meeting.
  - ii) the Tenderer fails to have form "Certificate of Attendance at Clarification Meeting / Site Inspection" (in T2.2) signed by the Employer's Agent or his representative.
- (d) A JV is not permissible.
- (e) at the time of closing of tenders, the Tenderer is not registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.
- (f) The tenderer has not submitted, with this tender, a valid Letter of Good Standing from the Compensation Commissioner as proof of being registered and in good standing with the compensation fund. Reference is to be made to Returnable Document T2.2.13.
- (g) The tender fails to complete and sign the Declaration of Municipal Fees in T2.2: "Returnable Documents" and submits the required documentation. Reference is to be made to Returnable Document T2.2.12.

SCM Policy (Cl.14(4)) service providers/ contractors to be registered on the eThekwini Municipality Central Supplier Database or be in a position to be so before the award.

In the event of the Tenderer not being registered on the eThekwini Municipality's Central Supplier Database, the tenderer must register on the internet at [www.durban.gov.za](http://www.durban.gov.za) by following these links:

- Business
- Supply Chain Management (SCM)
- Accredited Supplier and Contractor's Database.

The following are to be noted:

- (a) The information for registration as in the possession of the eThekwini Municipality will apply.
- (b) It is the Tenderer's responsibility to ensure that the details as submitted to the Municipality are correct.
- (c) Tenderers are to register prior to the submission of tenders.

#### F.2.1.1 **Eligibility: CIDB**

Only those tenderers who are registered (as "Active") with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **7 GB or higher** class of construction work, are eligible to have their tenders evaluated.

It should be noted that this contract is not part of a Targeted Development Programme (TDP). The CIDB provisions in relation to a Contractor's Potentially Emerging (PE) status do not apply.

#### F.2.2.2 **The cost of the tender documents:**

"Documents are to be obtained, free of charge, in electronic format, from the **National Treasury's eTenders website** or the **eThekwini Municipality's Website**. The entire electronically downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

#### F.2.6 **Acknowledge addenda:**

"Addenda will be published, in electronic format, on the National Treasury's eTenders website (see F.2.2.2 above). Tenderers are to ensure that the eTenders website is consulted for any published addenda pertaining to this tender up to three days before the tender closing time as stated in the Tender Data."

"Acknowledgement of receipt of the addenda will be by the return of the relevant completed, dated, and signed portion of the addenda, to the physical or email address as specified on the addenda. Failure of the tenderer to comply with the requirements of the addenda may result in the tender submission being made non-responsive."

#### F.2.7 **Clarification meeting:**

**Will held at Dalton CRU Offices, 57 Dalton Road, 30 January 2024 at 10:00**

In the event of a Compulsory Clarification Meeting, Tenderers must sign the attendance register in the name of the tendering entity. The Tenderer's representative(s) at the clarification meeting must be able to clearly convey the discussions at the meeting to the person(s) responsible for compiling the entity's tender offer.

**F.2.12 Alternative tender offers:** No alternative tender offers will be considered.

**F.2.13 Submitting a tender offer:** Submissions must be submitted on official submission documentation issued (either in hard copy or in electronic format) by the eThekweni Municipality.

Identification details to be shown on each tender offer package are:

- Contract No. : **1H-23573**
- Contract Title : **Construction of new 96 Units at Dalton Community Residential Units (CRU), ward 32**

The Employer's address for delivery of tender offers is:

**The Tender Box in the foyer of the Municipal Building  
166 KE Masinga Road, Durban**

Parts of each tender offer communicated on paper shall be submitted as an original.

Tenderers are to include, with their "hard copy" submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the Tenderer's name, **1H-23573, Construction of new 96 Units at Dalton Community Residential Units (CRU). PDF**". The memory-stick must be securely fixed to the paper submission.

Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

**F.2.15 Closing time:** The closing time for delivery of tender offers is:

- 1) Date : **Friday, 23 February 2024**
- 2) Time : **11h00**

**F.2.16 Tender offer validity:** The Tender Offer validity period is 120 Days from the closing date for submission of tenders.

**F.2.23 Certificates:** Refer to **T2.1** for a listing of certificates that must be provided with the tender. All certificates must be valid at the time of tender closing.

**Tenderers are to include, at the back of their tender submission document, a printout of the required documents/ certificates.**

The Form of Offer (C1.1.1), Data to be provided by the Contractor (C1.2.2.2), and the Bill of Quantities (C2.2) are also required to be completed in full.

#### **CIDB Registration**

Refer also to returnable form in T2.2: "Eligibility: Verification of CIDB Registration and Status".

Tenderers are to include with their submission a printout of their **CIDB Registration**, obtained from the CIDB website ( <https://registers.cidb.org.za/PublicContractors/ContractorSearch> ).

**The Joint Venture Grading Designation Calculator should be used when submitting as a Joint Venture ( <https://registers.cidb.org.za/PublicContractors/JVGradingDesignationCalc> ).**

The date of obtaining the above printout(s) is to be indicated on the printout. Registration with the CIDB must be reflected as "Active" at time of tender closing.

#### **Tax Clearance**

Refer also to returnable form in T2.2: "Tax Compliance Status PIN/ Tax Clearance Certificate".

SARS has introduced a new Tax Compliance Status System. Tenderers must submit a **Tax Compliance Status PIN** (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status. This TCS PIN is to be entered on Returnable Document T2.2.1: "Compulsory Enterprise Questionnaire". Separate Tax Clearance Certificates / **TCS PINs are required for each entity in a Joint Venture.**

Failure to comply will make the tender non-responsive.

#### **Central Supplier Database (CSD)**

Refer also to returnable form in T2.2: "Eligibility: CSD Registration Report".

The entities (full) **CSD Registration Report**, obtained from the National Treasury Central Supplier Database, is to be included in the tender submission ( <https://secure.csd.gov.za> ).

**Separate CSD Registration Reports are required for each entity in a Joint Venture.**

#### **Compensation Commissioner**

Refer also to returnable form in T2.2: "Eligibility: Registration with Compensation Commissioner".

The tenderer is to supply proof of being registered and in good standing with the compensation fund by submitting a valid **Letter of Good Standing** from the Compensation Commissioner.

Failure to comply will make the tender non-responsive.

### **F.3: THE EMPLOYER'S UNDERTAKINGS**

**F.3.1.1 Respond to requests from the tenderer:** Replace the words "five working days" with "three working days".

**F.3.2 Issue addenda:** Add the following paragraph: "Addenda will be published, in electronic format, on the same platform(s) as the Tender Notification (refer to F.1.2).

**F.3.4 Opening of Tender Submissions:** Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the SCM Boardroom, 6<sup>th</sup> Floor, Engineering Unit Building, 166 KE Masinga Road, Durban.

**F.3.11 Evaluation of Tender Offers:**

#### **Functionality**

**FUNCTIONALITY** will be evaluated to determine the responsiveness of tenders received. The minimum score for **FUNCTIONALITY** is **60 points**. Those tenders not achieving the minimum score will be deemed non-responsive.

The functionality Criteria, Sub-Criteria, Points per Criteria/ Sub-Criteria, Returnable Documentation and Schedules, Method of Evaluation, and Prompts for Judgement are as specified in T1.2.3: "Additional Conditions of Tender".

### **Preference Point System**

The financial offer will be reduced to a comparative basis using the **Tender Assessment Schedule**.

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE** in accordance with the Employer's current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (2022).

### **Price Points**

The **90/10** preference points system will be applied. The Formula used to calculate the **Price Points (max.90)** will be according to that specified Regulation 4.1.

### **Preference Points**

Refer also to T2.2: "MBD 6.1: Preference Points Claim".

The Preference Points (either 20 or 10) will be derived from points allocated/ claimed for **Specific Goals** as indicated in the table(s) below, according to the specified **Goal Weightings**.

### **Ownership Goal**

The tendering entity's **Percentage Ownership**, in terms of the **Ownership Category(s)** listed below, is to be used in the determination of the tenderer's claim for **Preference Points**.

| Goal Weighting 30%   |                |       |  |
|--|----------------|-------|--|
| Ownership Categories   | Criteria       | 80/20 |  |
| Race: Black (w1)   | 0%             | 0     |  |
|  | >0% and <51%   | 8     |  |
|  | ≥51% and <100% | 15    |  |
|  | 100%           | 20    |  |
| Gender: Female (w2)  | 0%             | 0     |  |
|  | >0% and <51%   | 8     |  |
|  | ≥51% and <100% | 15    |  |
|  | 100%           | 20    |  |
| Disabilities (w3)  | 0%             | 0     |  |
|  | >0% and <51%   | 8     |  |
|  | ≥51% and <100% | 15    |  |
|  | 100%           | 20    |  |
| <b>Proof of claim as declared on MBD 6.1</b> (1 or more of the following will be used in verifying the tenderer's status) <ul style="list-style-type: none"> <li>• Companies and Intellectual Property Commission registration document (CIPC)</li> <li>• CSD report.</li> <li>• B-BBEE Certificate of the tendering entity.</li> <li>• Consolidated BBBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System).</li> <li>• Agreement for a Consortium, Joint Venture, or Trust.</li> </ul> |                |       |  |
| The <b>Category Weightings</b> of the Ownership Categories will be: <ul style="list-style-type: none"> <li>• w1 = 37,5%, w2=37,5%, w3=25% (where x + y + z = 100%)</li> </ul>  |                |       |  |

**RDP Goal: The promotion of South African owned enterprises**

The tendering entity's **Address** (as stated on the National Treasury Central Supplier Database (CSD) or on the eThekweni Municipality Vendor Portal) is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal.

| <b>RDP Goal: The promotion of South African owned enterprises</b>   |  |              |
|---|--|--------------|
| Goal Weighting 30%  |  |              |
| <b>Location</b>   |  | <b>90/10</b> |
| Not in South Africa   |  | 0            |
| South Africa  |  | 5            |
| KZN   |  | 10           |
| ETM   |  | 20           |
| <b>Proof of claim as declared on MBD 6.1</b> (1 or more of the following will be used in verifying the tenderer's status) |  |              |
| <ul style="list-style-type: none"> <li>CSD report</li> </ul>  |  |              |

**RDP Goal: The promotion minimum 51 percent black owned SMMEs – Contracts > R5m**

The tendering entity's **Commitment to Sub-Contracting** (to Sub-Contractors conforming to the specified ownership demographics) the **percentage works**, as specified below, is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal.

| Goal Weighting 40%  |  |              |
|---|--|--------------|
| <b>Contract Participation Goal</b>  |  | <b>90/10</b> |
| Sub-contracting 0%  |  | 0            |
| Sub-contracting <25%  |  | 1.5          |
| Sub-contracting 25%   |  | 3.5          |
| Sub-contracting ≥25% and <50%   |  | 5            |
| <b>Proof of claim as declared on MBD 6.1</b> (1 or more of the following will be used in verifying the tenderer's status) |  |              |
| <ul style="list-style-type: none"> <li>Contract Participation Goal Plan (% work to be allocated)</li> </ul>               |  |              |

**F.3.13 Acceptance of tender offer:** In addition to the requirements of Clause F.3.13 of the Standard Conditions of Tender, tender offers will only be accepted if:

- (a) The tenderer submits a **valid Tax Clearance Certificate OR Tax Compliance Status PIN**, issued by the TCS System of the South African Revenue Services, or has made arrangements to meet outstanding tax obligations.
- (b) The tenderer is **registered, and "Active", with the Construction Industry Development Board**, at time of tender closing, in an appropriate contractor grading designation.
- (c) The tenderer or any of its directors/shareholders is **not listed on the Register of Tender Defaulters** in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- (d) The tenderer has not:
  - Abused the Employer's Supply Chain Management System; or
  - Failed to perform on any previous contract and has been given a written notice to this effect.
- (e) 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 the contract in the best interests of the employer or potentially compromise the tender process.

- (f) The tenderer is **registered and in good standing with the compensation fund or with a licensed compensation insurer.**
- (g) The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the **necessary competencies and resources to carry out the work safely.**

**The Municipality does not bind** itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

Notwithstanding clause F.1.1.3 of the Standard Conditions of Tender the municipality reserves the right to award or not award the tender based on the municipalities available budget. The municipality has a firm intention to proceed with the work, subject to funding being identified.

**F.3.15 Complete adjudicator's contract:** Refer to the JBCC Principal Building Agreement, and the [Contract Data](#).

**F.3.17 Copies of contract:** The number of paper copies of the signed contract to be provided by the Employer is **ONE (1)**.

Tenderers are to include, with their "hard copy" submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the Tenderer's name, eg. **1H-23573 Tenderers Name.PDF**". The memory-stick must be securely fixed to the paper submission.

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**The additional conditions of tender are:**

**T1.2.3.1 Appeals**

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the Municipality, may lodge an appeal within 14 days of the decision or action, in writing to the Municipality. All appeals (clearly setting out the reasons for the appeal) and queries with regard to the decision of award are to be directed to:

The City Manager  
**Attention Ms S. Pillay**      eMail: [Simone.Pillay@durban.gov.za](mailto:Simone.Pillay@durban.gov.za)  
 P O Box 1394  
 DURBAN, 4000

**T1.2.3.2 Prohibition on awards to persons in the service of the state**

Clause 44 of the Supply Chain Management Regulations states that the Municipality or Municipal Entity may not make any award to a person:

- (a) Who is in the service of the State;
- (b) If that person is not a natural person, of which a director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) Who is an advisor or consultant contracted with the municipality or a municipal entity.

Should a contract be awarded, and it is subsequently established that Clause 44 has been breached, the Employer shall have the right to terminate the contract with immediate effect.

**T1.2.3.3 Code of Conduct and Local Labour**

The Tenderers shall make themselves familiar with the requirements of the following policies that are available on web address: <ftp://ftp.durban.gov.za/cesu/StdContractDocs/>:

- Code of Conduct;
- The Use of CLOs and Local Labour.

**T1.2.3.4 Targeted Procurement**

Targeted Procurement provisions is applicable to this tender.

(SCMP Cl.52.21(d) If feasible to contract for a contract above R30m, an organ of state must apply subcontracting to advance designated groups.

(SCMP Cl.52.21(e) Tenders that are between the contract value of R5m and R30m (incl.) must, where feasible, allow for subcontracting in line with the Council approved Economic Empowerment Framework.

Refer to **Economic Empowerment Framework**.

**T1.2.3.5 Functionality Specification**

Functionality Evaluation is applicable to this tender.

The value of  $W_2$  is 100. The Functionality criteria (and sub criteria if applicable) and maximum score in respect of each of the criteria are as follows:

| Functionality Criteria / Sub Criteria          |                           | Maximum Points Score |
|--|---------------------------|----------------------|
| Tenderer's Experience                          |                           | 40                   |
| Project Organogram and Experience of Key Staff | Contracts Manager         | 15                   |
|  | Site agent                | 10                   |
|  | Foremen                   | 10                   |
|  | Health and safety officer | 5                    |
| Preliminary Programme                          |                           | 10                   |
| Construction Methodology & Quality Control     |                           | 10                   |

**Maximum possible score for Functionality (M<sub>s</sub>)**      100

The minimum number of evaluation points for Functionality is 60. Only those tenderers who achieve the minimum number of Functionality evaluation points (or greater) will be eligible to have their tenders further evaluated.

Functionality shall be scored by not less than three evaluators and the scores of each of the evaluators will be averaged, weighted, and then totalled to obtain the final score for Functionality. Each evaluation criteria will be assessed in terms of six indicators and scores allocated according to the following table:

| Level 0 | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 |
|---------|---------|---------|---------|---------|---------|
| 0       | 20      | 40      | 60      | 80      | 100     |

Evaluation criteria will be adjudicated according to submissions made in accordance with the following schedules, which are found in Part T2.2: Returnable Schedules:

| Functionality criteria / Subcriteria           | Returnable Schedules  |
|--|---|
| Tenderer's Experience                          | <ul style="list-style-type: none"> <li>• Experience of Tenderer</li> <li>• Letter of appointment</li> <li>• Completion letter</li> </ul>                              |
| Project Organogram and Experience of Key Staff | <ul style="list-style-type: none"> <li>• Proposed Organisation and Staffing</li> <li>• Key Personnel</li> <li>• Experience of Key Personnel</li> </ul>                |
| Preliminary Programme                          | <ul style="list-style-type: none"> <li>• Preliminary Programme</li> </ul>   |
| Construction Methodology                       | <ul style="list-style-type: none"> <li>• Construction Approach, Methodology,</li> <li>• Schedule of Proposed Subcontractors</li> <li>• Plant and Equipment</li> </ul> |
| Quality Control                                | <ul style="list-style-type: none"> <li>• Quality Control Statement</li> </ul>   |
| Health & Safety                                | <ul style="list-style-type: none"> <li>• Contractor's Health and Safety Plan</li> <li>• Contractor's Health and Safety Declaration</li> </ul>                         |

Unless otherwise stated, evaluation criteria will be adjudicated with respect to the contract specific Scope of Work, as specified in Part C.3. In this regard the following definitions apply to the evaluation criteria prompts for judgement:

- 1) “**successfully completed**” implies a project has been completed on time and to specification;
- 2) “**similar nature**” implies projects that were of a value of at least 70% of this tender’s value, and had a comparable Scope of Work in terms of technical requirements and operations;
- 3) “**experience**” implies experience on projects of a similar nature;
- 4) “**accredited degree / diploma**” implies a minimum 3 year qualification within the built environment, from a registered University or Institute of Technology

| <b>Criterion: Tenderer’s Experience</b>   |  |
|---|--|
| Note: Projects of a similar nature that will be considered shall be one, or a combination of, High rise buildings (office blocks, apartments, medical facilities, shopping malls, CRU’s and schools). To provide Letter of appointment and completion letters |  |
| Level 0   | No information provided; OR submission of no substance / irrelevant information provided                 |
| Level 1   | To have successfully completed <u>1 to 2 projects</u> of a similar nature within the past 10 years.      |
| Level 2   | To have successfully completed <u>3 to 4 projects</u> of a similar nature within the past 10 years.      |
| Level 3   | To have successfully completed <u>5 to 6 projects</u> of a similar nature within the past 10 years.      |
| Level 4   | To have successfully completed <u>7 to 8 projects</u> of a similar nature within the past 10 years.      |
| Level 5   | To have successfully completed <u>9 and above projects</u> of a similar nature within the past 10 years. |

| <b>Criterion: Project Organogram and Experience of Key Staff</b> |   |   |  |   |
|--|---|---|--|---|
|  | <b>CONTRACTS MANAGER</b>  | <b>SITE AGENT</b>   | <b>FOREMAN</b>   | <b>HEALTH AND SAEFTY OFFICER</b>  |
| Level 0  | No information provided OR submission of no substance / irrelevant information<br>OR<br>Relevant accredited diploma / degree and 0 - 1 year experience. | No information provided OR submission of no substance / irrelevant information<br>OR<br>Relevant accredited diploma / degree and 0 - 1 year experience. | No information provided OR submission of no substance / irrelevant information<br>OR<br>0 - 1 year experience. | No information provided OR submission of no substance / irrelevant information<br>OR<br>Relevant accredited diploma / degree and 0 - 1 year experience. |
| Level 1  | Relevant accredited diploma / degree and 2-3 year’s experience.   | Relevant accredited diploma / degree and 2-3 year’s experience.   | 2-3 year’s experience.   | Relevant accredited diploma / degree and 2-3 year’s experience.   |
| Level 2  | Relevant accredited diploma / degree and 4-5 year’s experience.   | Relevant accredited diploma / degree and 4-5 year’s experience  | 4-5 year’s experience  | Relevant accredited diploma / degree and 4-5 year’s experience  |
| Level 3  | Relevant accredited diploma / degree and 6-7 year’s experience.   | Relevant accredited diploma / degree and 6-7 year’s experience.   | 6-7 year’s experience.   | Relevant accredited diploma / degree and 6-7 year’s experience.   |
| Level 4  | Relevant accredited diploma / degree and 8-9 year’s experience.   | Relevant accredited diploma / degree and 8-9 year’s experience.   | 8-9 year’s experience.   | Relevant accredited diploma / degree and 8-9 year’s experience.   |
| Level 5  | Relevant accredited diploma / degree and minimum 10 year’s experience and above.  | Relevant accredited diploma / degree and minimum 10 year’s experience and above.  | 10 year’s experience and above.  | Relevant accredited diploma / degree and minimum 10 year’s experience and above.  |

| Criterion: Preliminary Programme |  |
|----------------------------------|--|
| Level 0                          | No information provided OR submission of no substance / irrelevant information provided  |
| Level 1                          | Programme <u>does not cover</u> all the applicable individual activities which are in an acceptable sequence, with appropriate durations, and is in accordance with generally accepted construction practice, and not in line with Clause 1.1.1.14 of the Conditions of Contract (time for achieving Practical Completion).  |
| Level 2                          | Programme <u>covering</u> all the applicable individual activities which are in an acceptable sequence, with appropriate durations, and is in accordance with generally accepted construction practice, and is in line with Clause 1.1.1.14 of the Conditions of Contract (time for achieving Practical Completion).   |
| Level 3                          | Programme <u>covering</u> all the applicable individual activities which are in an acceptable sequence, with appropriate durations, and is in accordance with generally accepted construction practice, and is in line with Clause 1.1.1.14 of the Conditions of Contract (time for achieving Practical Completion).<br><b>Plus:</b> Shows critical path with logical linking of tasks/activities  |
| Level 4                          | Programme <u>covering</u> all the applicable individual activities which are in an acceptable sequence, with appropriate durations, and is in accordance with generally accepted construction practice, and is in line with Clause 1.1.1.14 of the Conditions of Contract (time for achieving Practical Completion).<br><b>Plus:</b> <ul style="list-style-type: none"> <li>• Shows critical path with logical linking of tasks/activities, and</li> <li>• Detailed activity and resources breakdown.</li> <li>• Cashflow included</li> </ul>  |
| Level 5                          | Programme <u>covering</u> all the applicable individual activities which are in an acceptable sequence, with appropriate durations, and is in accordance with generally accepted construction practice, and is in line with Clause 1.1.1.14 of the Conditions of Contract (time for achieving Practical Completion).<br><b>Plus:</b> <ul style="list-style-type: none"> <li>• Shows critical path with logical linking of tasks/activities, and</li> <li>• Detailed activity and resources breakdown.</li> <li>• Cashflow included</li> <li>• Detailed Plant and equipment resource breakdown</li> </ul> |

| Criterion: Construction Methodology |  |
|-------------------------------------|--|
| Level 0                             | No information provided OR submission of no substance / irrelevant information provided  |
| Level 1                             | Brief overview of a <u>generic</u> methodology which encompasses all programmed activities in appropriate order.   |
| Level 2                             | Brief overview of a <u>site specific</u> methodology which encompasses all programmed activities in appropriate and logical order.   |
| Level 3                             | Brief overview of a <u>site specific</u> methodology which encompasses all programmed activities in appropriate order; <b>Plus:</b> <ul style="list-style-type: none"> <li>• Including staff, plant and equipment resources</li> <li>• Including subcontractors if applicable</li> </ul>   |
| Level 4                             | Brief overview of <u>site specific</u> methodology which encompasses all programmed activities in appropriate order; <b>Plus:</b> <ul style="list-style-type: none"> <li>• Including staff, plant and equipment resources,</li> <li>• Including subcontractors if applicable,</li> <li>• A brief description of preparatory work, construction processes including finishing works for each activity.</li> </ul>   |
| Level 5                             | Brief overview of <u>site specific</u> methodology which encompasses all programmed activities in appropriate order; <b>Plus:</b> <ul style="list-style-type: none"> <li>• Including staff, plant and equipment resources,</li> <li>• Including subcontractors if applicable,</li> <li>• A brief description of preparatory work, construction processes including finishing works for each activity.</li> <li>• Demonstrates how the important issues are approached in an innovative and efficient way, indicating that the tenderer has excellent knowledge of working in the projects environment and producing the required final product.</li> </ul> |

| Criterion: Quality Control |   |
|----------------------------|---|
| Level 0                    | No information provided OR submission of no substance / irrelevant information provided   |
| Level 1                    | <u>A generic statement</u> covering required sampling and testing requirements for preparatory works, process monitoring and finishing works, for all programmed activities.  |
| Level 2                    | <u>Activity/Site specific statement</u> covering required sampling and testing requirements for preparatory works, process monitoring and finishing works, for all programmed activities.   |
| Level 3                    | <u>Activity/Site specific statement</u> covering required sampling and testing requirements for preparatory works, process monitoring and finishing works, for all programmed activities; <b>Plus:</b> <ul style="list-style-type: none"> <li>• Including site specific quality control check-sheet for programmed activities.</li> </ul>   |
| Level 4                    | Activity/Site specific statement covering required sampling and testing requirements for preparatory works, process monitoring and finishing works, for all programmed activities; <b>Plus:</b> <ul style="list-style-type: none"> <li>• Including site specific quality control check-sheet for programmed activities;</li> <li>• Resources to be assigned to quality control;</li> <li>• List of subcontractor /service providers to be assigned for quality control;</li> <li>• Statement on remedial action to quality control.</li> </ul>                              |
| Level 5                    | Activity/Site specific statement covering required sampling and testing requirements for preparatory works, process monitoring and finishing works, for all programmed activities; <b>Plus:</b> <ul style="list-style-type: none"> <li>• Including site specific quality control check-sheet for programmed activities;</li> <li>• Resources to be assigned to quality control;</li> <li>• List of subcontractor /service providers to be assigned for quality control;</li> <li>• Statement on remedial action to quality control.</li> <li>• ISO Accreditation</li> </ul> |

## **PART T2: RETURNABLE DOCUMENTS**

### **T2.1 LIST OF RETURNABLE DOCUMENTS**

#### **T2.1.1 General**

The Tender Submission Documentation must be submitted in its entirety. All forms must be properly completed as required.

The Tenderer is required to complete each and every Schedule and Form listed below to the best of their ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is non-responsive.

#### **T2.1.2 Returnable Schedules, Forms and Certificates**

##### **Entity Specific**

|         |   |    |
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| T2.2.1  | Compulsory Enterprise Questionnaire.....                                    | 18 |
| T2.2.2  | Certificate of Attendance at Clarification Meeting.....                     | 20 |
| T2.2.3  | Tax Compliance Status PIN / Tax Clearance Certificate.....                  | 21 |
| T2.2.4  | Contractor's Health and Safety Declaration.....                             | 22 |
| T2.2.5  | MBD 4: Declaration of Interest.....   | 23 |
| T2.2.6  | MBD 5: Declaration for Procurement Above R10 Million.....                   | 24 |
| T2.2.7  | MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations..... | 27 |
| T2.2.8  | MBD 8: Declaration of Bidder's Past SCM Practices.....                      | 30 |
| T2.2.9  | MBD 9: Certificate of Independent Bid Determination.....                    | 32 |
| T2.2.10 | Joint Venture Agreements (if applicable).....                               | 35 |
| T2.2.11 | Record of Addenda to Tender Documents (if applicable).....                  | 36 |

##### **Eligibility**

|         |  |    |
|---------|--|----|
| T2.2.12 | Eligibility: Declaration of Municipal Fees.....                | 37 |
| T2.2.13 | Eligibility: Registration with Compensation Commissioner.....  | 38 |
| T2.2.14 | Eligibility: CSD Registration Report.....                      | 39 |
| T2.2.15 | Eligibility: Verification of CIDB Registration and Status..... | 40 |

##### **Technical or Functionality Evaluation**

|         |  |    |
|---------|--|----|
| T2.2.16 | Experience of Tenderer.....                                  | 41 |
| T2.2.17 | Proposed Organisation and Staffing.....                      | 42 |
| T2.2.18 | Key Personnel.....   | 43 |
| T2.2.19 | Experience of Key Personnel.....                             | 44 |
| T2.2.20 | Preliminary Programme.....                                   | 45 |
| T2.2.21 | Construction Approach, Methodology, and Quality Control..... | 46 |
| T2.2.22 | Schedule of Proposed Subcontractors.....                     | 47 |
| T2.2.23 | Plant and Equipment.....                                     | 48 |
| T2.2.24 | Contractor's Health and Safety Plan.....                     | 49 |

**T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES**

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on [pages 20 to 50](#).

**NOTE**

The **Form of Offer** (C1.1.1), The **Data to be Provided by Contractor** (C1.2.2.2), and the **Bill of Quantities** (C2.2) are also required to be completed by the tenderer.

**T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE**

| <b>Ref</b> | <b>Description</b>  | <b>Complete or Circle Applicable</b> |
|------------|---|--------------------------------------|
| 1.1        | Name of enterprise  |                                      |
| 1.2        | Name of enterprise's representative   |                                      |
| 1.3        | ID Number of enterprise's representative  |                                      |
| 1.4        | Position enterprise's representative occupies in the enterprise   |                                      |
| 1.5        | National Treasury Central Supplier Database Registration number   | <b>MAAA</b>                          |
| 1.6        | eThekweni Supplier Database: Reference number (PR), if any:   | <b>PR</b>                            |
| 1.7        | VAT registration number, if any:  |                                      |
| 1.8        | CIDB registration number, if any:   |                                      |
| 1.9        | Department of Labour: Registration number   |                                      |
| 1.10       | Department of Labour: Letter of Good Standing Certificate number  |                                      |
| <b>2.0</b> | <b>Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)</b> |                                      |
|            | <b>Full Name</b>  | <b>Identity No.</b>                  |
|            | <b>Personal income tax No. *</b>  |                                      |
| 2.1        |   |                                      |
| 2.2        |   |                                      |
| 2.3        |   |                                      |
| 2.4        |   |                                      |
| <b>3.0</b> | <b>Particulars of companies and close corporations</b>  |                                      |
| 3.1        | Company registration number, if applicable:   |                                      |
| 3.2        | Close corporation number, if applicable:  |                                      |
| 3.3        | Tax Reference number, if any:   |                                      |
| 3.4        | South African Revenue Service: Tax Compliance Status PIN:   |                                      |

**4.0 Record in the service of the state** (Insert on a separate page if necessary)

Indicate by marking the relevant boxes with a cross, if any 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 months in the service of any of the following:

- |   |  |
|---|--|
| <input type="checkbox"/> a member of any municipal council  | <input type="checkbox"/> a member of any provincial legislature  |
| <input type="checkbox"/> an official of any municipality or municipal entity  | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity   | <input type="checkbox"/> a member of the National Assembly or the National Council of Province           |
| <input type="checkbox"/> 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) | <input type="checkbox"/> an employee of Parliament or a provincial legislature                           |

| Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) |                     |
|---|---|---|---------------------|
|   |   | Current                                     | Within last 12 mths |
|   |   |   |                     |
|   |   |   |                     |
|   |   |   |                     |

**5.0 Record of spouses, children and parents in the service of the state** (Insert on a separate page if necessary)

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 months in the service of any of the following:

- |   |  |
|---|--|
| <input type="checkbox"/> a member of any municipal council  | <input type="checkbox"/> a member of any provincial legislature  |
| <input type="checkbox"/> an official of any municipality or municipal entity  | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity   | <input type="checkbox"/> a member of the National Assembly or the National Council of Province           |
| <input type="checkbox"/> 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) | <input type="checkbox"/> an employee of Parliament or a provincial legislature                           |

| Name of spouse, child or parent | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) |                     |
|---------------------------------|---|---|---------------------|
|                                 |   | Current                                     | Within last 12 mths |
|                                 |   |   |                     |
|                                 |   |   |                     |
|                                 |   |   |                     |

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i. authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order.
- i. confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- i. confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.
- v. confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.
- v. confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

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

**T2.2.2 CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION**

Reference is to be made to Clauses F.2.1(c) and F.2.7 of the Tender Data.

This is to certify that:

(tenderer name): .....  
of (address): .....  
.....  
.....

was represented by the person(s) named below at the Clarification Meeting held for all tenderers, the details of which are stated in the Tender Data (F.2.7).

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

**Particulars of person(s) attending the meeting:**

Name: ..... Name: .....  
Signature: ..... Signature: .....  
Capacity: ..... Capacity: .....

**Attendance of the above person(s) at the meeting is confirmed by the Employer's Agent's Representative, namely:**

Name: .....  
Signature: .....  
Date: .....

**T2.2.3 TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE**

Reference is to be made to Clauses F.2.23 and F.3.13(a) of the Tender Data.

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

The TCS PIN(s) are to be entered under item 3.4 on form **T2.1.2.1: Compulsory Enterprise Questionnaire**.

**Tenderers are to include, at the back of their tender submission document, a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.**

**Failure to include the required document will make the tender submission non-responsive.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

**T2.2.4 CONTRACTOR'S HEALTH AND SAFETY DECLARATION**

If Functionality is applicable as part of tender evaluation, reference is to be made to Clause F3.11.9 of the of the Conditions of Tender.

Reference is to be made to Clauses F.2.1(e) and F.2.23 of the Tender Data.

In terms of Clause 5(1)(h) of the OHS Act 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Principal Contractor may only be appointed to perform construction work if the Client is satisfied that the Principal Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2014.

To that effect, a person duly authorised by the tenderer, must complete and sign the declaration hereafter in detail.

**Declaration by Tenderer**

- 1 I, the undersigned, hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2014.
- 2 I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
- 3 I propose to achieve compliance with the Regulations by one of the following **(Tenderers are to Circle Applicable - Yes or No)**:

- (a) From my own competent resources as detailed in 4(a) hereafter.
- (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter:
- (c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter:
- 4 Details of resources I propose:  
*(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9, 10, 11, 12, 13, 14, 16, 17, 20, 21, 22, 23(1), 24, 25, 26, 27, 28 and 29, as applicable).*
  - (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

| Circle Applicable |    |
|-------------------|----|
| Yes               | NO |
| Yes               | NO |
| YES               | NO |

| NAMES OF COMPETENT PERSONS | POSITIONS TO BE FILLED BY COMPETENT PERSONS |
|----------------------------|---|
|                            |   |
|                            |   |
|                            |   |
|                            |   |
|                            |   |
|                            |   |

(b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

- (i) By whom will training be provided?
- (ii) When will training be undertaken?
- (iii) Positions to be filled by persons to be trained or hired:

|  |
|--|
|  |
|  |
|  |
|  |
|  |

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

|  |
|--|
|  |
|  |
|  |
|  |

- 5 I, the undersigned, hereby undertake, if this tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Client.
- 6 I, the undersigned, confirm that copies of this company's approved Health and Safety Plan, the Client's Safety Specifications as well as the OHS 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Principal Contractor's personnel, the Client's personnel, the Employer's Agent, visitors, and officials and inspectors of the Department of Labour.
- 7 I, the undersigned, hereby confirm that adequate provision has been made in the tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Client in terms of the said Regulations (Regulation 33) for failure on the Principal Contractor's part to comply with the provisions of the Act and the Regulations.
- 8 I, the undersigned, agree that failure to complete and execute this declaration to the satisfaction of the Client will mean that this company is unable to comply with the requirements of the OHS 1993 Construction Regulations (2014) and accept that this tender will be prejudiced and may be rejected at the discretion of the Client.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

**NAME (Block Capitals):** \_\_\_\_\_ **Date** \_\_\_\_\_

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

**T2.2.5 MBD 4: DECLARATION OF INTEREST**

MSCM Regulations: “**in the service of the state**” means to be:

- (a) a member of:
  - (i) any municipal council.
  - (ii) any provincial legislature.
  - (iii) the national Assembly or the national Council of provinces.
- (b) a member of the board of directors of any municipal enterprise.
- (c) an official of any municipality or municipal enterprise.
- (d) an employee of any national or provincial department, national or provincial public enterprise or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999).
- (e) a member of the accounting authority of any national or provincial public enterprise.
- (f) an employee of Parliament or a provincial legislature.

“**Shareholder**” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

- 1 No bid will be accepted from persons **in the service of the state**<sup>1</sup>.
- 2 Any person, having a kinship with persons **in the service of the state**, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to **persons in service of the state**, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

|   |                                   |
|---|-----------------------------------|
| 3.1 Name of enterprise  | Complete T2.1.2.1 Item 1.1        |
| Name of enterprise’s representative                                 | Complete T2.1.2.1 Item 1.2        |
| 3.2 ID Number of enterprise’s representative                        | Complete T2.1.2.1 Item 1.3        |
| 3.3 Position enterprise’s representative occupies in the enterprise | Complete T2.1.2.1 Item 1.4        |
| 3.4 Company Registration number                                     | Complete T2.1.2.1 Item 3.1 or 3.2 |
| 3.5 Tax Reference number  | Complete T2.1.2.1 Item 3.3        |
| 3.6 VAT registration number   | Complete T2.1.2.1 Item 1.7        |

3.7 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.

|   |           |
|---|-----------|
| Circle Applicable   |           |
| 3.8 Are you presently in the service of the state?                        | YES    NO |
| If yes, furnish particulars: .....  |           |
| .....   |           |
| 3.9 Have you been in the service of the state for the past twelve months? |           |
| YES    NO   |           |
| If yes, furnish particulars: .....  |           |
| .....   |           |

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES NO  
 If yes, furnish particulars: .....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES NO  
 If yes, furnish particulars: .....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES NO  
 If yes, furnish particulars: .....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES NO  
 If yes, furnish particulars: .....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? YES NO  
 If yes, furnish particulars: .....

4 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

| Full Name                         | Identity No. | State Employee No. | Personal income tax No. |
|-----------------------------------|--------------|--------------------|-------------------------|
|                                   |              |                    |                         |
|                                   |              |                    |                         |
|                                   |              |                    |                         |
|                                   |              |                    |                         |
|                                   |              |                    |                         |
|                                   |              |                    |                         |
|                                   |              |                    |                         |
| Use additional pages if necessary |              |                    |                         |

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

**NAME (Block Capitals):** ..... **Date** .....

**SIGNATURE:** .....

**T2.2.6 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION  
(ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire.

|  |                      |    |
|--|----------------------|----|
|  | Circle<br>Applicable |    |
| 1.0 Are you by law required to prepare annual financial statements for auditing?   | YES                  | NO |
| 1.1 <b>If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.</b>  |                      |    |
| 2.0 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?                      | YES                  | NO |
| 2.1 If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. |                      |    |
| 2.2 If YES, provide particulars.<br>.....<br>.....   |                      |    |
| 3.0 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?   | YES                  | NO |
| 3.1 If YES, provide particulars.<br>.....<br>.....   |                      |    |
| 4.0 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?            | YES                  | NO |
| 4.1 If YES, provide particulars.<br>.....<br>.....   |                      |    |

**If required by 1.1 above, tenderers are to include, at the back of their tender submission document, a printout of their audited annual financial statements.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and, if required, that the requested documentation has been included in the tender submission.*

**NAME (Block Capitals):** \_\_\_\_\_ **Date** \_\_\_\_\_

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

**T2.2.7 MBD 6.1: PREFERENCE POINTS CLAIM**  
**In terms of THE PREFERENTIAL PROCUREMENT REGULATIONS (2022)**

**Reference is to be made to Clause F.3.11 of the Tender Data.**

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

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

**1.0 GENERAL CONDITIONS**

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

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

1.2 The applicable preference point system for this tender is the 90/10 preference point system **will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the applicable system once tenders are received.**

1.3 Preference Points for this tender shall be awarded for:

- **Price and Specific Goals:** To 90 (price) and 10 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

1.4 Failure on the part of the tenderer to submit the required proof or documentation, in terms of the requirements in the Conditions of Tender for claiming specific goal preference points, will be interpreted that preference points for specific goals are not claimed.

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

**2.0 DEFINITIONS**

2.1 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

2.2 **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

2.3 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

2.4 **“tender for income-generating contracts”** means a written offer in the form determined by Municipality 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 Municipality and a third party that produces revenue for the Municipality, 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.

2.5 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

#### 3.1 PROCUREMENT OF GOODS AND SERVICES

**POINTS AWARDED FOR PRICE:** A maximum of 80 or 90 points is allocated for price on the following basis:

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 4.0 POINTS AWARDED FOR SPECIFIC GOALS

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

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

**Tenderers are to indicate their points claim for each of the Specific Goals.**

| The Specific Goals to be allocated points in terms of this tender   | Number of points ALLOCATED (80/20 system) | Number of points ALLOCATED (90/10 system) | Number of points CLAIMED (80/20 system) | Number of points CLAIMED (90/10 system) |
|---|---|---|---|---|
| <b>Ownership Goal:</b> CATEGORISED: RACE, GENDER AND DISABILITY   | N/A                                       | 3   |   |   |
| <b>RDP Goal:</b> The promotion of South African owned enterprises.  | N/A                                       | 3   |   |   |
| <b>RDP Goal:</b> The promotion of SMMEs owned by PPG (contracts >R5m)   | N/A                                       | 4   |   |   |
| Should the municipality apply a combination of Specific Goals, the <b>points for the individual goals</b> will be weighted according to the <b>Goal Weightings</b> specified in the Tender Data (Clause F.3.11) to arrive at the final points for <b>Preferential Points for Specific Goals</b> . |   |   |   |   |

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, certify that the points claimed, based on the specific goals as specified in the tender, qualifies the tendering entity for the preference(s)

shown.

I acknowledge that:

- The information furnished is true and correct.
- The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- If the specific goals have been claimed or obtained on a fraudulent basis, or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have:
  - a. disqualify the person from the tendering process.
  - b. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
  - c. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
  - d. recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - e. forward the matter for criminal prosecution, if deemed necessary.

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

-----  
-----

**T2.2.8 MBD 8: DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1.0 This Municipal Bidding Document must form part of all bids invited.
- 2.0 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a) abused the municipal entity’s supply chain management system or committed any improper conduct in relation to such system.
  - b) been convicted for fraud or corruption during the past five years.
  - c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
  - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

4.1 Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied.)

The Database of Restricted Suppliers now resides on the National Treasury’s website ([www.treasury.gov.za](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page.

4.1.1 If YES, provide particulars.

.....

.....

| Circle Applicable |    |
|-------------------|----|
| YES               | NO |

4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

The Register for Tender Defaulters can be accessed on the National Treasury’s website ([www.treasury.gov.za](http://www.treasury.gov.za)) by clicking on its link at the bottom of the home page.

4.2.1 If YES, provide particulars.

.....

.....

|     |    |
|-----|----|
| YES | NO |
|-----|----|

4.3 Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?

4.3.1 If YES, provide particulars.

.....

.....

|     |    |
|-----|----|
| YES | NO |
|-----|----|

4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?

|     |    |
|-----|----|
| YES | NO |
|-----|----|

4.4.1 If YES, provide particulars.

.....

.....

4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

|     |    |
|-----|----|
| YES | NO |
|-----|----|

4.5.1 If YES, provide particulars.

.....

.....

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

*I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.*

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

.....

.....

**T2.2.9 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION****NOTES**

- <sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.
- <sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
- <sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 1.0 This Municipal Bidding Document (MBD) must form part of all **bids**<sup>1</sup> invited.
- 2.0 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or **bid rigging**).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3.0 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
- a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4.0 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of **bid rigging**.
- 5.0 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

-----  
(Bid Number and Description)

in response to the invitation for the bid made by:

-----  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

-----  
(Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation.
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience.
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>9</sup> will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices.
  - (b) geographical area where product or service will be rendered (market allocation).
  - (c) methods, factors or formulas used to calculate prices.
  - (d) the intention or decision to submit or not to submit, a bid.
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
  - (f) bidding with the intention not to win the bid.
  
8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

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

**T2.2.11 RECORD OF ADDENDA TO TENDER DOCUMENTS**

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

| ADD.No | DATE | TITLE OR DETAILS |
|--------|------|------------------|
| 1      |      |                  |
| 2      |      |                  |
| 3      |      |                  |
| 4      |      |                  |
| 5      |      |                  |
| 6      |      |                  |
| 7      |      |                  |
| 8      |      |                  |
| 9      |      |                  |
| 10     |      |                  |

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

***It is also confirmed that the requirements, as stated on the Addenda, have been complied with.***

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

-----

-----

**T2.2.12 ELIGIBILITY: DECLARATION OF MUNICIPAL FEES**

Reference is to be made to Clause F.2.1(f)(ii) of the Tender Data.

I, the undersigned, do hereby declare that the Municipal fees of:

.....  
 (full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)

(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

| <u>Account</u>       | <u>Account Number: to be completed by tenderer</u> |  |  |  |  |  |  |  |  |  |  |
|----------------------|--|--|--|--|--|--|--|--|--|--|--|
| Consolidated Account |  |  |  |  |  |  |  |  |  |  |  |
| Electricity          |  |  |  |  |  |  |  |  |  |  |  |
| Water                |  |  |  |  |  |  |  |  |  |  |  |
| Rates                |  |  |  |  |  |  |  |  |  |  |  |
| JSB Levies           |  |  |  |  |  |  |  |  |  |  |  |
| Other                |  |  |  |  |  |  |  |  |  |  |  |

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears.

- (a) Where the tenderer’s place of business or business interests are outside the jurisdiction of eThekweni municipality, a copy of the accounts/ agreements from the relevant municipality are to be provided.
- (b) Where the tenderer’s Municipal Accounts are part of their lease agreement, then a copy of the agreement, or an official letter to that effect, is to be provided.

**Tenderers are to include, at the back of their tender submission document, a printout of the above account’s and or agreements signed with the municipality.**

**Failure to include the required document will make the tender submission non-responsive.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_ **Date** \_\_\_\_\_

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

**T2.2.13 ELIGIBILITY: REGISTRATION WITH COMPENSATION COMMISSIONER**

Reference is to be made to Clause F.2.1(f)(i) of the Tender Data.

The Occupational Injuries and Diseases Act (130 of 1993 as amended) (the Act) refers. A summary of the pertinent Clauses are listed below. The act is to be referenced for the full text of the clauses.

**Clause 80: Employer to register with commissioner and furnish him with particulars**

The Act requires that an employer carrying out business in the Republic to register with the Compensation Commissioner. Any person who fails to comply with the provisions of the this clause is guilty of an offence.

**Clause 82: Employer to furnish returns of earnings**

The Act requires an employer to furnish the commissioner with a return showing:

1. The amount of earnings paid by him to his employees.
2. Any further information as may be prescribed or as the commissioner may require.

Any employer who fails to comply with the provisions of the this clause is guilty of an offence.

**Clause 86: Assessment to be paid by an employer to commissioner**

The Act states that an employer will receive notices of assessment from the commissioner. The employer must pay the commissioner the assessment amount on the notices.

**Clause 89: Mandators and contractors**

The Act requires a contractor (a person with a contract with a mandator) to register as an employer in accordance with the provisions of the Act and pay the necessary assessments. Failing registration or payment of assessments, the mandator is required to pay the assessments in respect of the employees of the contractor. The mandator is allowed to recover the assessment amounts paid from the contractor.

The Department of labour issues contractors with a **Letter of Good Standing** if the contractor has complied with the requirement(s) of the Act and is in "good standing" with the Compensation Fund. Employers can check the validity of such Letters of Good Standing on the internet (<https://cfoonline.labour.gov.za/VerifyLOGS> ).

**Tenderers are to include, at the back of their tender submission document, a printout of their most recent Letter of Good Standing from the Department of Labour.**

**Failure to include the required document will make the tender submission non-responsive.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

**T2.2.14 ELIGIBILITY: CSD REGISTRATION REPORT**

Reference is to be made to Clauses F.2.1(e) and F.2.23 of the Tender Data.

The Conditions of Tender, Clause F.2.1: Eligibility, requires a tenderer to be registered, at the time of tender closing, on the **National Treasury Central Supplier Database (CSD)** as a service provider.

CSD Registration Reports can be obtained from the National Treasury's CSD website at <https://secure.csd.gov.za/Account/Login>.

The date of obtaining the printout is to be indicated on the printout.

The following is an example of the beginning of the printout obtained from the above website.

The screenshot shows the beginning of a CSD Registration Report. At the top left is the logo for the Central Supplier Database for Government. To the right are two input fields: 'Report Date:' and 'Report Ran By:'. Below this is a green header bar with the text 'CSD REGISTRATION REPORT'. The main content area is titled 'SUPPLIER IDENTIFICATION' and contains a table of fields for supplier information.

| SUPPLIER IDENTIFICATION                      |  |                                    |  |
|--|--|------------------------------------|--|
| Supplier number                              |  | Have Bank Account                  |  |
| Is supplier active?                          |  | Total annual turnover              |  |
| Supplier type                                |  | Financial year start date          |  |
| Supplier sub-type                            |  | Registration date                  |  |
| Legal name                                   |  | Created by                         |  |
| Trading name                                 |  | Created date                       |  |
| Identification type                          |  | Edit by                            |  |
| Government breakdown                         |  | Edit date                          |  |
| Business status                              |  | Restricted Supplier                |  |
| Country of origin                            |  | Restriction Last Verification Date |  |
| South African company/CC registration number |  |                                    |  |

**Tenderers are to include, at the back of their tender submission document, a printout of their (full) CSD Registration Report.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_ **Date** \_\_\_\_\_

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

**T2.2.15 ELIGIBILITY: VERIFICATION OF CIDB REGISTRATION AND STATUS**

Reference is to be made to Clause F.2.1.1 and F.2.23 of the Tender Data.

The Conditions of Tender, **Clause F.2.1.1: Eligibility**, requires a tenderer to be registered, as "Active", with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. The required class of construction work is specified in Clause F.2.1.1.

CIDB Registrations can be obtained from the CIDB website at <https://registers.cidb.org.za/PublicContractors/ContractorSearch>. The date of obtaining the printout is to be indicated on the printout.

The following is an example of the beginning of the printout obtained from the above website.

Home

Contractor Detail Print

**Contractor Detail**

CRS Number: \_\_\_\_\_ Type of Enterprise: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ Registration Date: \_\_\_\_\_

Trading Name: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Status: \_\_\_\_\_

Contractor Grades

Grade: \_\_\_\_\_

Back

Copyright © cidb 2011. All rights reserved  
[Website technical enquires: contact](#)

01/01/2017

**Tenderers are to include, at the back of their tender submission document, a printout of their registration with the CIDB.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

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



**T2.2.17 PROPOSED ORGANISATION and STAFFING**

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

The tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and site staff.

The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The tenderer must attach his / her organization and staffing proposals to this page. (this is to include both the on-site and off-site staffing resources used for this project)

In addition to any lists, this information should also be shown in an organogram format (flow chart) clearly indicating the staff hierarchy and reporting lines, again for on- and off-site resources.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

**T2.2.18 KEY PERSONNEL**

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel (Contract’s Manager, Site Agent, and Foremen) which may have to be brought in from outside if not available locally.

| CATEGORY OF EMPLOYEE                          | NUMBER OF PERSONS                                    |   |
|---|--|---|
|   | KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION | KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY |
| Site Agent, Project Managers                  |  |   |
| Foremen, Quality Control and Safety Personnel |  |   |
| Technicians, Surveyors, etc                   |  |   |
| Artisans and other Skilled workers            |  |   |
| Plant Operators                               |  |   |
| Unskilled Workers                             |  |   |
| Others: .....                                 |  |   |
| .....   |  |   |

Note: CVs of key personnel may be requested during the contract period.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

**NAME (Block Capitals):**

**Date**

.....

**SIGNATURE:**

.....

.....

**T2.2.19 EXPERIENCE OF KEY PERSONNEL**

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

The experience of assigned staff member in relation to the Scope of Work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

**A CV of the contract manager, site agent(s) and general foreman of not more than 2 pages should be attached to this schedule:**

Each CV should be structured under the following headings:

- a) Personal particulars
  - name
  - date and place of birth
  - place (s) of tertiary education and dates associated therewith
  - professional awards
- b) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- c) Skills
- d) Name of current employer and position in enterprise
- e) Overview of post-graduate / diploma experience (year, organization and position)
- f) Outline of recent assignments / experience that has a bearing on the scope of work

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

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



**T2.2.21 CONSTRUCTION APPROACH, METHODOLOGY, AND QUALITY CONTROL**

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

Construction Approach and Methodology

The construction approach and methodology must respond to the Scope of Work and outline the proposed approach to undertake the work showing a detailed programme including health and safety aspects, the use of plant and resources for this Project.

Quality Control

The quality control statement must discuss what tests and control measures are to be employed on site to attain the specified results and is to cover the program associated activities.

**The tenderer must attach his / her Construction Methodology and Quality Control information to this page.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**



**T2.2.23 PLANT and EQUIPMENT**

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted.

**(a) Details of major equipment that is owned by me / us and immediately available for this contract.**

| DESCRIPTION (type, size, capacity etc) | QUANTITY | YEAR OF MANUFACTURE |
|--|----------|---------------------|
|  |          |                     |
|  |          |                     |
|  |          |                     |
|  |          |                     |
|  |          |                     |
|  |          |                     |
|  |          |                     |
|  |          |                     |

*Attach additional pages if more space is required*

**(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted**

| DESCRIPTION (type, size, capacity etc) | QUANTITY | HOW ACQUIRED |        |
|--|----------|--------------|--------|
|  |          | HIRE/<br>BUY | SOURCE |
|  |          |              |        |
|  |          |              |        |
|  |          |              |        |
|  |          |              |        |
|  |          |              |        |
|  |          |              |        |
|  |          |              |        |
|  |          |              |        |

*Attach additional pages if more space is required*

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

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

**T2.2.24 CONTRACTOR'S HEALTH AND SAFETY PLAN**

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

At tender stage only a brief overview (**to be attached to this page**) of the tenderers perception on the safety requirements for this contract will be adequate.

Only the successful Tenderer shall submit separately the Contractor's Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014.

The detailed safety plan will take into consideration the site specific risks as mentioned under **C.3: Project Specification**. A generic plan will not be acceptable.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

**PART C1: AGREEMENT AND CONTRACT DATA**

**C1.1: FORM OF OFFER AND ACCEPTANCE**

**C1.1.1: OFFER**



**Form of Tender**  
submitted in terms of the enquiry  
by the Principal Agent or Agent

Principal Contract

|          |
|----------|
| <b>X</b> |
|----------|

**Client** ETHEKWINI MUNICIPALITY

**Contract No.** 1H - 23573

**Description** Construction of new 96 Units at Dalton Community Residential Units (CRU), ward 32

**Name of Tenderer** \_\_\_\_\_

**Postal Address** \_\_\_\_\_

**Tel.** \_\_\_\_\_

**Fax.** \_\_\_\_\_

**E-Mail** \_\_\_\_\_

**VAT Registration No.** \_\_\_\_\_

**THE TENDER SUM**

1.0 Tenderer's Work (Amount to be inserted by the Tenderer)

|  |
|--|
|  |
|--|

2.0 Provisional Sums

|  |
|--|
|  |
|--|

3.0 SUB-TOTAL

|  |
|--|
|  |
|--|

4.0 Add: V.A.T. (15%) on 3.0

|  |
|--|
|  |
|--|

5.0 TOTAL TENDER SUM INCLUSIVE OF V.A.T.

|  |
|--|
|  |
|--|

Tender Sum in Words: \_\_\_\_\_

**The Tenderer selects:**

|                               |                |                          |                    |                |                          |   |                          |
|-------------------------------|----------------|--------------------------|--------------------|----------------|--------------------------|---|--------------------------|
| <b>Preliminaries Payment:</b> | Alternative A  | <input type="checkbox"/> | <b>Adjustment:</b> | Alternative A  | <input type="checkbox"/> | <b>Security:</b> Fixed Construction Guarantee | <input type="checkbox"/> |
|                               | Alternative B  | <input type="checkbox"/> |                    | Alternative B  | <input type="checkbox"/> | 10% Retention                                 | <input type="checkbox"/> |
|                               | Not Applicable | <input type="checkbox"/> |                    | Not Applicable | <input type="checkbox"/> |   |                          |

Thus done and signed at \_\_\_\_\_ on \_\_\_\_\_

|  |
|--|
|  |
|--|

for and on behalf of the Tenderer who by signature hereof warrants authorisation hereto

**FAILURE OF A TENDERER TO SIGN AND FULLY COMPLETE THIS FORM OF TENDER WILL RENDER THIS TENDER UNRESPONSIVE AND THE TENDERER WILL THEREFORE BE DISQUALIFIED**

**C1.1: FORM OF OFFER AND ACCEPTANCE**

**C1.1.2: FORM OF ACCEPTANCE**

**This Form will be completed by the Employer**

By signing this part of the 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:

- a) Part C1 : Agreement and Contract Data, (which includes this Agreement)
- b) Part C2 : Pricing Data, including the Bill of Quantities
- c) Part C3 : Scope of Work
- d) Part C4 : Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives 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 of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

**Signature** (*person authorized to sign the acceptance*) : .....

**Name** (*of signatory in capitals*) : .....

**Capacity** (*of Signatory*) : .....

**Name of Employer** (*organisation*) : .....

**Address** : .....

: .....

**Witness:**

**Signature** : ..... **Date** : .....

**Name**(*in capitals*) : .....

**C1.1: FORM OF OFFER AND ACCEPTANCE**  
**C1.1.3: SCHEDULE OF DEVIATIONS**

**This form will be completed by THE EMPLOYER and ONLY THE SUCCESSFUL TENDERER**

- 1. **Subject** : .....
- Details** : .....
- : .....
- 2. **Subject** : .....
- Details** : .....
- : .....
- 3. **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**

**FOR THE EMPLOYER**

|       |                             |       |
|-------|-----------------------------|-------|
| ..... | Signature                   | ..... |
| ..... | Name ( <i>in capitals</i> ) | ..... |
| ..... | Capacity                    | ..... |
| ..... | Name and Address of         | ..... |
| ..... | Organisation                | ..... |
| ..... |                             | ..... |
| ..... | Witness Signature           | ..... |
| ..... | Witness Name                | ..... |
| ..... | Date                        | ..... |

**C1.2: CONTRACT DATA**

**C1.2.1 CONDITIONS OF CONTRACT**

**C1.2.1.1 GENERAL CONDITIONS OF CONTRACT**

The Conditions of Contract are the JBCC Series 2000 Principal Building Agreement, Edition 4.1, March 2005, prepared by the Joint Buildings Contracts Committee.

The Contract Data, Preliminaries and related Notes, contained hereunder, (including variations and additions) shall amplify, modify or supersede, as the case may be, the JBCC 2000, to the extent specified below, and shall take precedence and shall govern.

**C1.2.2 CONTRACT DATA**

**C1.3 JBCC CONTRACT DATA**

The Contract Data, Preliminaries and related Notes, contained hereunder (including variations and additions) shall amplify, modify and supersede, as the case may be, the JBCC 2005, to the extent specified below, and shall take precedence and shall govern.

**C1.3.1 TENDER INFORMATION****C1.3.1.1 Project Name**

|  |
|--|
| <b>Construction of 96 New Units at Dalton Community Residential Unit (CRU)</b> |
|--|

**C1.3.1.2 Works Description**

|   |
|---|
| <b>The works comprise construction New CRU comprising of 4 No. Three Storey, 6 No. Four Storey and 4No. Four Storey with Hall and Vendor Stalls, and Demolition of existing buildings, including associated external works.</b> |
|---|

**C1.3.1.3 Site Description**

|                    |                               |
|--------------------|-------------------------------|
| Erf No. / Township |                               |
| Local Authority    | <b>eThekwini Municipality</b> |
| Street Address     | 57 Dalton Road                |

**C1.3.1.4 Employer**

|                                |   |            |                       |
|--------------------------------|---|------------|-----------------------|
| Name                           | <b>eThekwini Municipality: Human Settlement Unit</b>                                  |            |                       |
| Business – e.g. Public Company | <b>Government</b>   |            |                       |
| Business Registration Number   | <b>Not applicable</b>   | VAT No.    | <b>4880193505</b>     |
| Contact Person                 | <b>Khethiwe Phewa</b>   | Mobile No. | <b>Not applicable</b> |
| E-Mail                         | Email: <a href="mailto:khethiwe.phewa@durban.gov.za">khethiwe.phewa@durban.gov.za</a> |            |                       |
| Registered Street Address      | <b>199 Anton Lembede Street, DURBAN, 4001</b>   |            |                       |
| Postal Address                 | <b>Engineering Unit, P O Box 680, DURBAN, 4000</b>                                    |            |                       |
| Telephone No.                  | <b>031 322 5958 (t)</b>   | Fax No.    | <b>N/A</b>            |

**C1.3.2 CONTRACT INFORMATION**

**2.0 Laws, Regulations and Notices**

2.1/25.15

Law of the country applicable to the project

|              |
|--------------|
| South Africa |
|--------------|

**5.0 Contract Documents**

5.1

Signed **Contract documents** held by the **principal agent**, or

|          |
|----------|
| Employer |
|----------|

5.5

Number of copies of documents issued free to the **Contractor**

|     |     |        |
|-----|-----|--------|
| One | (1) | Copies |
|-----|-----|--------|

**Priced Document**

Lump sum priced document, or  
Priced **bills of quantities** (BoQ)

|            |     |
|------------|-----|
| yes / no ? | No  |
| yes / no ? | Yes |

System/method of measurement

|   |
|---|
| <b>Standard System of Measuring Building Work (Sixth edition)</b> |
|---|

**Contract Documents Comprising**

| Item | Description  | Marked | Notes                                   |
|------|--|--------|---|
| 1    | JBCC® Principal Building Agreement Ed 4.1 - March 2005 |        | Tenderers shall obtain their own copies |
| 2    | BoQ – Section C2.1                                     | C2.1   | Pages - 75 to 212 of Document           |
| 3    | Not applicable   |        |   |
| 4    | Not applicable   |        |   |
| 5    | Not applicable   |        |   |
| 6    | Not applicable   |        |   |
| 7    | Not applicable   |        |   |
| 8    | Not applicable   |        |   |
| 9    | Not applicable   |        |   |
| 10   | Not applicable   |        |   |

**Contract Drawings Description**

| Item | Description            | Date     | Marked | Number      | Rev. |
|------|------------------------|----------|--------|-------------|------|
| 1    | Layout Plan            | 2/11/22  | AE     | AE 448 202- | 02   |
| 2    | Demolishing Plan       | 22/11/21 | AE     | AE 448 201- | 01   |
| 3    | 3 Storey CRU Building  | 2/11/22  | AE     | AE 448 203- | 02   |
| 4    | 3 Storey CRU Building  | 2/11/22  | AE     | AE 448 203- | 02   |
| 5    | 4 Storey CRU Building  | 2/11/22  | AE     | AE 448 204- | 02   |
| 6    | 4 Storey CRU Mixed Use | 2/11/22  | AE     | AE 448 205- | 00   |
| 7    | 4 Storey CRU Mixed Use | 2/11/22  | AE     | AE 448 205- | 00   |
|      |                        |          |        |             |      |
|      |                        |          |        |             |      |
|      |                        |          |        |             |      |
|      |                        |          |        |             |      |
|      |                        |          |        |             |      |
|      |                        |          |        |             |      |
|      |                        |          |        |             |      |
|      |                        |          |        |             |      |
|      |                        |          |        |             |      |

**6.0 Employer's Agents**

6.3

Description of interests of agents in the project other than professional services, if applicable

Not applicable

**10.0 Insurances**

By the **Employer** in the joint names of the parties, yes/no ?

No

Obligation

Currency

Insured Amount

Contract Works Insurance (CWI) (including **materials and goods**, temporary works)

ZAR

Not applicable

Allowance for professional fees and escalation of the insured value at 25% pa, or ? %

%

Not applicable

**Free issue** material at new replacement value, added to CWI, where applicable

Not applicable

**Employer** owned surrounding property (care, custody, control or worked on)

Not applicable

Public Liability Insurance (each and every claim OR unlimited / value ?)

Not applicable

Supplementary Insurance (incl. CWI extensions)

Not applicable

Removal of Lateral Support Insurance

Not applicable

Not applicable

Other:

Not applicable

Policy deductibles

Currency

Amount

- **Works / free issue**

Contractor

Not applicable

- **Employer** owned surrounding properties

Contractor

Not applicable

- Supplementary Insurance

Contractor

Not applicable

- Removal of Lateral Support

Contractor

Not applicable

- Other:

Not applicable

Contractor

OR...

By the **Contractor** in the joint names of the parties, yes/no ?

Yes

Obligation

Currency

Insured Amount

Contract Works Insurance (CWI) (including **materials and goods**, temporary works)

ZAR

Contract sum+ 20%

Allowance for professional fees and escalation of the insured value at 25% pa, or ? %

%

Not applicable

**Free issue** material at new replacement value

Not applicable

Public Liability Insurance (each and every claim OR unlimited / value ?)

Unlimited

ZAR

10 000 000.00

Supplementary Insurance (incl CWI extensions)

ZAR

per CWI

Other:

Not applicable

Policy deductibles

Currency

Amount

- Other:

Contract Works Insurance + Supplementary Insurance (incl CWI extensions)

ZAR

< 50 000.00

Public Liability Insurance

ZAR

< 15 000.00

**11.0 Security**

11.1.1-5

The **Contractor** shall provide a **Guarantee for Construction** to the **Employer** >D11.2-3

**Note:** This **Guarantee for Construction** is **Fixed** in order to conform to the **Employer's Supply Chain Management** Policy Clause 21.1(g)

|            |     |
|------------|-----|
| yes / no ? | Yes |
|------------|-----|

**12.0 Duties of the Parties = Employer = Site**

Alterations & additions to existing premises?

Yes

12.1.2

Premises occupied - yes/no? identify area?

Yes

12.1.3

Relevant natural features to be retained / relocated / removed

Not applicable

12.1.4

Areas the **Contractor** may not occupy?

All existing blocks are occupied and these blocks may not be occupied by the Contractor.

12.1.5

Utilities connections - location

Existing

12.1.6

Statutory and/or other notices to be complied with by the **Contractor** before possession of **site** can be given

a. Construction permit issued by DoL  
b. A valid Letter of Good Standing from the Compensation Commissioner or FEMA

12.1.7

Possession of the **site** - intended date

|                       |
|-----------------------|
| Due date / yyyy-mm-dd |
| 2024-03-18            |

12.1.12

Description of **free issue** by **Employer** (Attach separate page for multiple items)

Not applicable

**14.0 Nominated Sub-Contractors**

14.1.4

Specialisation:

not applicable

**16.0 Direct Contractors**  
**Employer** to define extent of work by a **direct Contractor** [12.1.2]

|      |                 |                       |
|------|-----------------|-----------------------|
| 16.1 | Specialisation: | <b>not applicable</b> |
| 16.1 | Specialisation: | <b>not applicable</b> |
| 16.1 | Specialisation: | <b>not applicable</b> |
| 16.1 | Specialisation: | <b>not applicable</b> |
| 16.1 | Specialisation: | <b>not applicable</b> |

**19/20/24 Practical Completion / Penalty for Late Completion**

|          | Inspection = working days | Date for practical completion yyyy-mm-dd | Penalty Currency | Penalty amount per calendar day |
|----------|---------------------------|--|------------------|---------------------------------|
| 19.0     |                           |  | ZAR              | R19500.00                       |
| 19/20/24 | 7                         |  | ZAR              |                                 |
| 19/20/24 | 7                         |  | ZAR              |                                 |
| 19/20/24 |                           |  |                  |                                 |
| 19/20/24 |                           |  |                  |                                 |
| 19/20/24 |                           |  |                  |                                 |

**19.0 Practical Completion**  
 19.1.1 Items that do not have to be complete to achieve **practical completion**

Not applicable

19.1.1 Criteria to achieve **practical completion**

As per Principal Agent requirements

**25.0 Payment**

25.0 Currency:  
 25.2 Issue of regular payment certificates on  
 25.3.2 **Materials and goods off site** - paid subject to ...

|   |   |                   |            |
|---|---|-------------------|------------|
| <b>ZAR</b>  | <b>South African Rand</b>   |                   |            |
| date@month  | <b>30th</b>   | or... day of week | <b>n/a</b> |
| <b>Guarantee for Advance Payment</b> provided?  |   |                   | <b>No</b>  |
| <b>Note:</b> Any <b>materials and goods off-site</b> <u>will not</u> be paid for by the <b>Employer</b> . |   |                   |            |
| Method?   | Fixed Price Contract (rates are Fixed and shall not be subject to any adjustments whatsoever in terms of, CPAP, escalation, etc.) |                   |            |

25.3.4 / 26.9.5 Contract price adjustment provisions

**30.0 Dispute Resolution**

30.6.1 Alternative Dispute Resolution nominating body

**Association of Arbitrators (South Africa)**

**Changes Made to JBCC® Documentation**

Nil

Note: The amendments contained herein or in the single referenced Annexure constitute the only amendments to the standard JBCC Agreement that will apply. No other amendments shall be of any force or effect.

**C1.3.3 TENDER CLOSING**

Tender closing: date

**Friday, 15 September 2023**

Tender closing: time

**11:00**

Tender closing: place

**City Engineers Building**

Submission address

**166 K.E. Masinga Road**

Delivered in electronic format?

yes / no ?

**No**

E-mail address

**Not applicable**

Alternate offer considered?

yes / no ?

**No**

Only if original tender submitted

yes / no ?

**No**

**C1.3.4 TENDERER'S SELECTION**  
**11.0 Securities**

Obligation

- 11.1.2 **Guarantee for Construction**  
(variable)
- or **Guarantee for Construction**  
(fixed)

If specified, **Contractor's** choice

If specified, **Contractor's** choice

|            |            |
|------------|------------|
| yes / no ? | <b>No</b>  |
| yes / no ? | <b>Yes</b> |

- 11.1.4 **Guarantee for Advance Payment**

Provided by the **Contractor**

|            |           |
|------------|-----------|
| yes / no ? | <b>No</b> |
|------------|-----------|

(where the Contractor requests the Employer to pay an advance for materials and goods)

|                |  |          |  |        |  |
|----------------|--|----------|--|--------|--|
| <b>Purpose</b> |  | Currency |  | Amount |  |
|----------------|--|----------|--|--------|--|

- 11.4 **Guarantee for Payment**

Provided by the **Employer**

|            |           |
|------------|-----------|
| yes / no ? | <b>No</b> |
|------------|-----------|

|          |  |        |                       |
|----------|--|--------|-----------------------|
| Currency |  | Amount | <b>Not applicable</b> |
|----------|--|--------|-----------------------|

**19.0 Contractor's Holiday Periods During the Construction Period ?**

|   |      |              |       |              |
|---|------|--------------|-------|--------------|
| <b>Contractor's</b> annual holiday period - year 1  | From | 2023-12-17   | Until | 2024-01-09   |
| <b>Contractor's</b> 'other' holiday period - year 1 | From | 2024-12-15   | Until | 2025-01-08   |
| <b>Contractor's</b> annual holiday period - year 2  | From | <b>N / A</b> | Until | <b>N / A</b> |
| <b>Contractor's</b> 'other' holiday period - year 2 | From | <b>N / A</b> | Until | <b>N / A</b> |
| <b>Contractor's</b> annual holiday period - year 3  | From | <b>N / A</b> | Until | <b>N / A</b> |
| <b>Contractor's</b> 'other' holiday period - year 3 | From | <b>N / A</b> | Until | <b>N / A</b> |

**26.0 Payment / Adjustment of Preliminaries**

**Payment of preliminaries**

Option A Assessed by **principal agent**, an amount pro rated to the value of the **works** executed in the same ratio as the **preliminaries** to the **Contract sum**, (including **tax**); shall exclude the amount of **preliminaries**, all contingency sum(s) and any allowance for CPAP

No

**Or ...**

Option B An amount agreed by the **principal agent** and the **Contractor** in terms of the **Bills of Quantities** or the **priced document** to identify an initial establishment charge / a monthly charge / and a final disestablishment charge

Or ...

Yes

Where the **Contractor** does not indicate option 'A' or option 'B' - option 'A' shall apply

**Adjustment of preliminaries [26.9.4]**

Option A For the adjustment of **preliminaries** both the **Contract sum** and the **Contract value** (including **tax**) shall exclude the amount of **preliminaries**, all contingency sum(s) and any provision for **Cost Price Adjustment Provisions**:-

- An amount which shall not be varied
- An amount varied in proportion to the **Contract value** as compared to the **Contract sum**
- An amount varied in proportion to the **construction period** as compared to the initial **construction period** (excluding revisions to the **construction period** to which the **Contractor** is not entitled) to adjustment of the **Contract value** in terms of the **agreement**

The **Contractor** shall provide a breakdown of charges (including **tax**) within 15 **working days** of the date of acceptance of tender and, where applicable, an apportionment of preliminaries per section

Where such information is not provided the following subdivision shall be deemed to apply:

- 10% of the amount shall not be varied
- 15% varied in proportion of the **Contract value** to the **Contract sum**
- 75% varied in proportion to the revised **construction period** compared to the initial **construction period**

No

**Or ...**

Option B The **Contractor** shall within 15 **working days** of the date of possession of the **site** provide the **principal agent** with a detailed breakdown of **preliminaries** amounts for the **works** as a whole, or per **section** where applicable, including administrative and supervisory staff charges and for the use of **construction equipment** in terms of the **programme**.

Or ...

Yes

Where the **Contractor** does not indicate option 'A' or option 'B' - option 'A' shall apply



**TENDERER'S DETAILS**

|                                |  |            |  |
|--------------------------------|--|------------|--|
| Name                           |  |            |  |
| Business – e.g. Public Company |  |            |  |
| Business Registration Number   |  | VAT No.    |  |
| Contact Person                 |  | Mobile No. |  |
| E-Mail                         |  |            |  |
| Registered Street Address      |  |            |  |
| Postal Address                 |  | Code       |  |
| Telephone No.                  |  | Fax No.    |  |

**C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR**

1.1.1.9 The legal name of Contractor is:

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

1.2.1.2 The Physical address of the Contractor is:

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

The Postal address of the Contractor is:

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

The contact numbers of the Contractor are:

Telephone: .....

Fax: .....

The E-Mail address of the Contractor is:

.....

**C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT:****C1.2.3.1 COMMUNITY LIAISON OFFICER**

The Ward Councillor(s) in whose ward(s) work is to be done will, collectively, identify a community liaison officer (CLO) for the project and make the person known to the Contractor within two days of being requested to do so. The selected CLO shall be accountable to the Contractor. The Contractor will be required to enter a written contract with the CLO that specifies:

- The hours of work and the wage rate of the CLO (200% of the Civil Engineering Industry minimum wage). **The maximum hours of work per day is eight hours. No payment will be made for public holidays and weekends.**
- The duration of the appointment.
- The duties to be undertaken by the CLO which could include:
  - Assisting in all respects relating to the recruitment of local labour.
  - Acting as a source of information for the community and councillors on issues related to the contract.
  - Keeping the Contractor advised on community issues and issues pertaining to local security.
  - Assisting in setting up any meetings or negotiations with affected parties.
  - Keeping a written record of any labour or community issue that may arise.
  - Any other duties that may be required by the Contractor.

Responsibility for the identification of a pool of suitable labour shall rest with the CLO, although the Contractor shall have the right to choose from that pool. The Contractor shall have the right to determine the total number labourers required at any one time and this may vary during the contract. The Contractor shall have the right to replace labour that is not performing adequately. Should such occasion arise, it must be done in conjunction with the CLO.

Payment: The CLO will be reimbursed from the Budgetary Allowance Section of the Bill of Quantities. A budgetary allowance has been made for the CLO in this Bills of Quantities/Specification under the Section – Budgetary Allowances.

The primary role of the CLOs shall be liaison and facilitation of communication. This could include inter alia:

- assisting in all aspects related to the recruitment of local labour, and advise them of their rights
- acting as a source of information for the community and Councillors on issues related to the contract
- keeping the contractor advised on community issues
- keeping the contractor advised on any issues pertaining to local security
- assisting in setting up any meetings/ negotiations with affected parties
- keeping a site diary and recording details of any labour/community issues that may arise
- monitoring and reporting on general Health & Safety issues on site
- assisting in HIV/AIDS awareness programmes
- it must be noted that the CLO has no authority to issue any instructions to the Contractor

The CLO needs to be seen as neutral by all parties, and therefore should endeavour not to take sides should a conflict arise. Should the CLO function not involve a full day's work, the CLO will be expected to undertake other work allocated by the Contractor for the balance of each day.

The minimum skills for a CLO shall include:

- An ability to work with others
- An ability to communicate in Zulu and English
- An ability to communicate in writing
- Sound Interpersonal skills

Previous experience in community facilitation, and knowledge of construction work and relevant labour legislation would be an advantage.

**C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR**

It is a condition of contract that the contractor will be required to employ local labour as specified in eThekweni Council Policy “The use of CLOs and Local Labour”. The contractor will be required to ensure that a minimum of 50% of the labour force is made up of local labour. For the purposes of this contract, “Local labour” will be deemed to be any **persons who reside within the Ward in which the contract is being undertaken**. The contractor will be required to provide proof of authenticity of local labour. Signed confirmation by the appointed CLO will suffice for this.

No additional costs will be entertained due to this Particular Specification. The contractor will remain responsible for providing proper supervision of all labour, and will be responsible for the quality of work produced.

**C1.2.3.3 CONTRACTOR PARTICIPATION GOAL (CPG)**

It is a condition of contract that the contractor must allow for a minimum of **30%** of the contract value (excluding PC Sum items and Fixed Cost allowances) to be subcontracted to contractors who are **>51 percent** black owned. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

The penalty for not achieving the specified CPG will be 0.5% of the contract value (excluding PC Sum items and Fixed Cost allowances) for every 1% of CPG not achieved.

**C1.2.3.4 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION**

It is a condition of contract that the Contractor supplies the Employer’s Agent’s Representative with information in respect of the employment of all foremen, artisans and labour (skilled and unskilled) employed to work on this contract. The information required is:

- Initials (per ID doc)
- Last Name (per ID doc)
- ID Number
- Disability (y / n)
- Education Level

|                             |                                |                               |                            |                                |
|-----------------------------|--------------------------------|-------------------------------|----------------------------|--------------------------------|
| <b>Level 1</b><br>Unknown   | <b>Level 2</b><br>No Schooling | <b>Level 3</b><br>Grade 1-3   | <b>Level 4</b><br>Grade 4  | <b>Level 5</b><br>Grade 5-6    |
| <b>Level 6</b><br>Grade 7-8 | <b>Level 7</b><br>Grade 9      | <b>Level 8</b><br>Grade 10-11 | <b>Level 9</b><br>Grade 12 | <b>Level 10</b><br>Post Matric |

- Category of Employment

|  |
|--|
| <p><b>Category A</b> : Employed as Local Labour for this contract only<br/> <b>Category B</b> : Temporarily employed by the Contractor<br/> <b>Category C</b> : Permanently employed by the Contractor</p> |
|--|

In addition, the following information is required in respect of each person listed above, on a monthly basis:

- Number of days worked during the month;
- Daily wage rate;
- Number of training days during the month.

The information is to be forwarded in a format acceptable to the Employer's Agent's Representative, but preferably in the form of an emailed EXCEL file (an original file, to be used as a template, will be issued to the Contractor). Contractors without computer facilities will be required to submit a hard copy of the information in a format as agreed to between the Contractor and the Employer's Agent's Representative.

In addition to the tax invoice, to be submitted by the Contractor with his monthly statement, mentioned in Clause 31 of JBCC Principal Building Agreement March 2005 Edition, the Employer reserves the right to withhold payment until the monthly FTE information has been forwarded to the Employer's Agent's Representative. No additional payment for complying with the above will be made and the Contractor is to make allowance for complying through the time related P & G items (sum) under Part AA: Preliminaries, of the Bill of Quantities.

#### **C1.2.3.5 PERFORMANCE MONITORING OF SERVICE PROVIDERS**

[For contract awards over R10m] The Contractor shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section (S.53) of the Employer's Supply Chain Management Policy.

Key Performance Indicators (KPIs) are specified in the C3: Scope of Works, or will be discussed and agreed with the Contractor before commencement of the contract.

#### **C1.2.3.6 SYSTEM OF MEASUREMENT**

These Bills of Quantities, unless otherwise stated, shall be deemed to have been prepared in accordance with the SEVENTH EDITION of the Standard System of Measuring Builders' Work issued by the Association of South African Quantity Surveyors.

#### **C1.2.3.7 CONTRACT PRICE ADJUSTMENT PROVISIONS**

The Contract Sum shall be subject to adjustment in accordance with the Contract Price Adjustment Provisions, "Haylett Formula", current at the date of Tender all as issued by Statistics SA or the JBCC.

#### **C1.2.3.8 APPLICATIONS FOR SERVICE CONNECTIONS**

The Contractor is to be responsible for all timeous applications for service connections, including electricity, water, sewerage, etc. The Department is responsible for payment of these connection fees, where Departmental Sums have been included in the Tender Summary.

**C1.2.3.9 MARKET RELATED WAGE RATES**

When pricing this document, Tenderers are to allow for wages which are not less than the BCCEI recommended minimum rates applicable at any time during the duration of the contract.

**C1.2.3.10 TENDER PRICES AND CONTINGENCY SUM:**

All Tenders are to be firmly priced in South African currency.

**C1.2.3.11 VALUE-ADDED TAX (VAT):**

All prices and or rates tendered shall be deemed to be EXCLUSIVE of Value-Added Tax. Value-Added Tax shall be added as a lump sum where provided on the SUMMARY/ FINAL SUMMARY page and as shown in the Tender Form.

Tenderers shall state, where provided on the Tender Form, their VAT Registration Number.

**C1.2.3.12 OCCUPATIONAL HEALTH AND SAFETY ACT:**

The Contractor's particular attention is drawn to the Occupational Health & Safety Specification which is Annexure X of this document. The Contractor will be required to submit with his tender an Occupational Health & Safety Plan for this project indicating what steps he is going to take to comply with this Occupational Health & Safety Specification and indeed that he has made allowance for compliance with this document within his Tender Price. Failure to do so will render his Tender liable for disqualification.

**C1.2.3.13 CONTRACTOR'S DOMESTIC SUBCONTRACTORS FOR PLUMBING INSTALLATION AND ELECTRICAL INSTALLATION**

The tenderers attention is drawn to the requirement that the appointment of any sub-contractor to carry out electrical or plumbing installation under this contract, is subject to such sub-contractor being registered on the databases of eThekwini Electricity and Water Services respectively, as an accredited contractor.

**C1.2.3.14 CONTRACTOR'S DOMESTIC SUBCONTRACTORS FOR WATER CONNECTION AND ELECTRICAL CONNECTION**

The Contractor shall appoint a domestic subcontractor for the water connection who is on the Ethekwini Water Services database.

The Contractor shall appoint a domestic subcontractor for the electrical connection who is on the Ethekwini Electricity database.

**C1.2.3.15 USE OF PROPRIETARY PRODUCTS**

The tenderers attention is drawn to the fact that where in this document a proprietary product is specified he may use a similar or equal approved product to the Architect's or Engineer's satisfaction.

**C1.2.3.16 SCHEDULE OF DRAWINGS**

N/A

**C1.2.3.17 CONTRACT PERIOD**

**The Contract Period from the commencement of work on site for this project is 36 Months.**

**C1.2.3.18 DAMAGE TO PERSONS OR PROPERTY**

The successful Contractor shall indemnify and keep indemnified Council against any claim for death, injury, damage, or loss to any person or property whatsoever in respect thereof or in relation thereto.

The successful Contractor enters into this contract as an independent Contractor and shall be solely liable in respect of any claim for death, injury, damage, or loss to any person or property whatsoever in respect thereof or in relation thereto

## C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS

### C2.1.1 GENERAL

C2.1.1.1 A word or phrase in bold type in the Pricing Data shall have the meaning assigned to it in the definitions listed in the Conditions of Contract, Contract Data, and the **JBCC Principal Building Agreement Edition 6.1 March 2005, JBCC Series 2000 May 2005 Preliminaries and the Model Preambles for Trades 2017 as issued by the Association of South African Quantity Surveyors**. A word or phrase not in bold type shall be interpreted in the context of its usage.

C2.1.1.2 Tenderers are to allow for wages which are not less than the Bargaining Council for the Civil Engineering Industry (BCCEI) agreed wage rates.

C2.1.1.3 The agreement is based on the Conditions of Contract as specified in Part C1.2.1. Additions, deletions and alterations to the Conditions of Contract, as well as the contract specific variables, are as stated in the Contract Data as specified in Part C1.2.2 and Additional Conditions of Contract as specified in Part C1.2.3

C2.1.1.4 Bills of Quantities: Except where indicated otherwise, the quantities of and classes and kinds of works set out in these Bills of Quantities are provisional and do not purport to represent the final quantities of and classes and kinds of work eventually required to be done. The quantities of and classes and kinds of work contained herein have been set down solely in order to form a basis for obtaining competitive tenders.

The Bills of Quantities are not to be used for ordering materials under any circumstances whether this be with regard to description or specification of materials or goods required, or with regard to quantities. Failure to comply with this condition is entirely at the Contractor's own risk. The Contractor shall be obliged upon instruction of the Principal Agent to execute such quantities of and classes and kinds of work as the Principal Agent in his sole discretion may deem necessary or which, in the Principal Agent's opinion, become expedient from time to time or which may be required to meet the Employer's requirements, whether or not such quantities of and classes or kinds of work may appear in these Bills of Quantities or the contract drawings.

The consideration payable to the Contractor in respect of the works shall be determined by the Agent by the application of the rates contained in the priced Bill of Quantities to the quantities of and classes and kinds of work actually executed, which quantities of and classes and kinds of work shall be determined by the Agent. The rates contained in the priced Bills of Quantities shall apply irrespective of the final quantities of the different classes and kinds of work actually executed. No claims for extras, loss of profit, variation of rates or other similar claims will be entertained as a result of any variations whatsoever between the quantities of work set out in these Bills of Quantities and the quantities of work actually executed, nor as a result of any variation whatsoever between the contract sum and the final value of works.

C2.1.1.5 Budgetary Allowances and Provisional Sums: All items described as "Budgetary Allowance" shall be used as directed by the Employer and measured and valued and paid for.

No work for which "Budgetary Allowance" items are allowed shall be commenced without written instructions from the Principal Agent. The contractor is duly informed in this document that the Budgetary Allowance Items are completely subject to the discretion of the employer and will only form part of the contract value once duly authorised by the employer and executed by the contractor to the full satisfaction of the principal agent, irrespective of the fact that the Budgetary Allowance formed part of the contract sum.

C2.1.1.6 Prime Cost Amounts: Prime cost amounts are a net allowance (excluding VAT), for materials only, and the tenderer should allow for the necessary labour, wastage, profit, etc in pricing these items.

C2.1.1.7 Value Added Tax: The tendered price must include for Value Added Tax (VAT). All rates, provisional sums, etc in these Bills of Quantities must however be net with VAT calculated and added to the total value thereof as provided for in the Final Summary.

**C2.2: BILL OF QUANTITIES**

The Bill of Quantities consists of 133 pages

**PART C3: SCOPE OF WORK**

|   | <b><u>PAGE</u></b> |
|---|--------------------|
| <b>C3.1 PROJECT DESCRIPTION AND SCOPE OF CONTRACT</b>                                     | <b>71</b>          |
| <b>C3.2 PROJECT SPECIFICATIONS</b>  | <b>72</b>          |
| PS.1 Programme, Method of Work, and Accommodation of Traffic                              |                    |
| PS.2 Services   |                    |
| PS.3 Watermains   |                    |
| PS.4 Sewers   |                    |
| PS.5 Stormwater   |                    |
| PS.6 Electrical Plant   |                    |
| PS.9 Management of the Environment  |                    |
| PS.10 Occupational health and safety  |                    |
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| PS.12 Performance monitoring of service providers   |                    |
| <b>C3.3 STANDARD SPECIFICATIONS</b>   | <b>80</b>          |
| C3.3.1 Listing of the Standard Specifications   |                    |
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| <b>C3.4 PARTICULAR SPECIFICATIONS</b>   | <b>81</b>          |
| C3.4.1 Part AH - OHS 1993 Safety Specification (2014)                                     |                    |
| C3.4.2 Standard Environmental Management Plan<br>for Civil Engineering Construction Works |                    |
| <b>C3.5 CONTRACT AND STANDARD DRAWINGS</b>  | <b>82</b>          |
| C3.5.1 Contract Drawings / Details  |                    |
| C3.5.2 Standard Drawings  |                    |
| <b>C3.6 ANNEXURES</b>   | <b>83</b>          |

### **C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT**

#### **C3.1.1 Description of Works**

Construction of 96 Community Residential Units at the existing Dalton Road CRU. The blocks are as follows:

- 4 No. 3 Storey CRU
- 6 No. 4 Storey CRU
- 6 No. 4 Storey Mixed Use CRU

#### **C3.1.2 Description of Site and Access**

Refer to Item C4.1: Locality Sketch.

#### **C3.1.3 Nature of Ground and Subsoil Conditions**

The water table is high on the site and the contractor is to make allowance for this in there tender price.

## C3.2: PROJECT SPECIFICATION

### PREAMBLE

In the event of any discrepancy between a part or parts of the Standard or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Employer's Agent before the execution of the work under the relevant item.

### C3.2.1 GENERAL

#### PS.1 PROGRAMME, METHOD OF WORK, AND ACCOMMODATION OF TRAFFIC

This Clause is to be read in conjunction with the provisions and obligations as contained in [SANS 1921-1](#) and [SANS 1921-2](#).

##### PS.1.1 Preliminary Programme

The Contractor shall include with his tender a preliminary programme on the prescribed form ([see Part T2.2: Preliminary Programme](#)) to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

Tenderers may submit tenders for an alternative Time for Completion in addition to a tender based on the specified Time for Completion. Each such alternative tender shall include a preliminary programme similar to the programme above for the execution of the works, and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse [weather conditions](#) ([refer to Clause 5.12.2.2](#)) and special non-working days ([refer to Clause 5.1.1.1](#)) as specified in the in the Contract Data.

The preliminary programme to be submitted with the tender shall be used as basis for this programme.

The Tenderer's attention is drawn to the fact that a number of factors will affect the programming of and method of carrying out the works. The more important of these are:

- (1) Time required for service relocations.
- (2) Time allowances to be made for the ordering of special items.
- (3) Notification required by service organisations.
- (4) Any special sequence in which work must be carried out. Must certain areas of work be finished before work commences on others?
- (5) If delays are anticipated with service relocations the contractor should be asked to allow time.

- (6) Is work required out of normal hours? (eg. to accesses).
- (7) Vehicular access to private property is to be maintained.
- (8) Traffic restrictions.

Those known, existing services in the area of the works have been depicted on the contract drawings. It is evident, however, that the status of existing service records as far as can be ascertained might not reflect the actual situation in the field. As such, due allowance has been made in the Bill of Quantities for the proving of services where directed by the Engineer.

### **PS.1.3 Requirements for Accommodation of Traffic**

#### **PS.1.3.1 General**

Accommodation of traffic, where applicable, shall comply with **SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor**. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

**Clause 4.10.4 of SANS 1921-2: 2004** shall be replaced with the following:

“Road signs and markings shall comply with the requirements of **“The South African Road Traffic Signs Manual - Volume 2: Roadworks Signing”**.”

#### **PS.1.3.2 Basic Requirements**

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective, and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Employer’s Agent to suspend the work until the road signs, etc, have been repaired to his satisfaction.

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations. The Contractor shall ensure that the existing property accesses are maintained at all times. Where necessary the Contractor shall make allowance in the rates for completing the work required to the accesses out of normal hours.

#### **PS.1.3.3 Traffic Safety Officer**

Where warranted by traffic conditions on or near the site, the Contractor shall nominate a suitable member of his staff as traffic safety officer to be responsible for the arrangement and

maintenance of all the measures for the accommodation of traffic for the duration of the project. Duties of the traffic safety officer shall be in compliance with the Occupational Health and Safety Act 1993 and the Construction Regulations 2014.

#### **PS.1.3.4 Payment**

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

#### **PS.1.3.5 Pedestrian movement**

The Contractor shall make provision for accommodating all pedestrian movements in the area of the works. Allowance shall be made in the relevant rates for any barricades and signs required.

#### **PS.1.3.6 Temporary Reinstatement**

Provided always that if in the course or for the purpose of the execution of the works or any part thereof any road or way shall have been broken up, then notwithstanding anything herein contained:

- (a) if the permanent reinstatement of such road or way is to be carried out by the appropriate authority or by some person other than the contractor (or any subcontractor to him), the contractor shall at his own cost and independently of any requirement of or notice from the Engineer be responsible for the making good of any subsidence or shrinkage or other defect, imperfection or fault in the temporary reinstatement of such road or way, and for the execution of any necessary repair or amendment thereof from whatever cause the necessity arises, until the end of the period of maintenance in respect of works beneath such road or way until the authority or other person as aforesaid shall have taken possession of the site for the purpose of carrying out permanent reinstatement (whichever is the earlier), and shall indemnify and save harmless that Council against and from any damage or injury to the Council or to third parties arising out of or in consequence of any neglect or failure of the Contractor to comply with the foregoing obligations or any of them and against and from all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- (b) where the authority or person as aforesaid shall take possession of the site as aforesaid in sections or lengths, the responsibility of the contractor under paragraph (a) of this sub-clause shall cease in regard to any such section or length at the time possession thereof is so taken, but shall during the continuance of the said period of maintenance continue in regard to any length of which possession has not been taken and the indemnity given by the contractor under the said paragraph shall be construed and have effect accordingly.

### **PS.2 SERVICES**

This Clause is to be read in conjunction with the provisions and obligations as contained in **SANS 1921-1 and SANS 1921-2**.

**PS.2.1 Existing Services**

The Tenderer's attention is drawn to the numerous existing services in the area. Although every effort has been made to depict these services accurately the positions shown must be regarded as approximate.

**PS.2.2 New Services and Relocation of Existing**

This clause shall be read in conjunction with **Clause PS.1**.

New services are either to be installed by the Contractor as part of the contract or by others during the contract period. In the latter case excavation and subsequent backfilling of the trench from the top of the bedding layer shall generally be carried out by the Contractor.

Relocation of services shall generally be carried out by the relevant services organisation. Generally, their work shall include the excavating and bedding the service which will include backfilling to a depth of approximately 300 mm above the service. The remainder of the backfilling shall be carried out by the Contractor.

Generally, work shall only commence on the installation of new services once the bulk earthworks have been completed and roughly trimmed to level along a substantial portion of the services route. In addition, no sidewalk, verge, median or island shall be surfaced or top soiled until all work on the services has been completed.

Services affected by the contract are described as follows:

- **PS.4: Watermains;**
- **PS.5: Sewers;**
- **PS.6: Stormwater;**
- **PS.7: Electrical Cables / Lighting;**

Further to the above, tenderers are referred to the services drawing and are to note that several minor cables / pipes may be encountered during excavation works which may require to be relocated to some extent. It is anticipated that the two week period required under **PS.2.2** will allow sufficient time for these relocations.

**PS.2.3 Accommodation of Services**

Further to **Clauses PS.1 and PS.2** of this specification, tenderers are to note that allowance must be made under this item and / or the appropriate rates, for all costs incurred as a result of complying with these clauses. It shall also cover liaison with the services organisations and accommodation of their work gangs / contractors on site.

**PS.3 WATERMAINS**

**PS.3.1 Water Main Valve Access**

Due to the dangerous situation occurring when water main valves are covered over, the Contractor shall maintain access to all water main valves at all times. During asphalt layer work, after each pass by the paving machine, the valves shall be exposed and access maintained in a safe condition.

Whatever method the Contractor chooses to use for this work, the cost of raising the valves from existing level to ultimate level shall be paid only once, irrespective of the number of times the valve is uncovered. Spacer rings required for the height adjustment of valve covers shall be supplied by the Water and Sanitation Unit. Tolerances on valve cover levels shall be as specified in clause PH.6.5. Before final setting in position of valve covers the Contractor shall liaise with the Employer's Agent regarding the direction in which covers shall be placed.

**PS.3.2 Restriction on Compactive Equipment**

The Contractor is to note that existing watermains traverse the site of the works and special care is to be taken in close proximity to these mains and connections. The existing mains and connections shall be proved on site by the Contractor prior to any construction work commencing in the vicinity of the watermains.

Under no circumstances will heavy road-making equipment, other heavy plant or vibratory compaction equipment be permitted to operate within 800 mm vertically or horizontally of the existing mains or connections. The permissible compaction plant within this restricted area shall be the equivalent of a "Bomag 90" under static compaction, or similar approved plant. When the roadworks are far enough advanced to provide a minimum of 800 mm cover to the existing mains, the above restriction will fall away.

The Contractor is to take cognisance of the above requirements when entering rates in the Bill of Quantities and in the programming of the works. No claim for additional payment based on the inability to use plant as a result of the requirements of this clause will be accepted. The Contractor will be held liable for any costs should the watermain or electrical cables be damaged during construction of the road.

**PS.4 SEWERS****PS.4.1 Blockage of Foul Water Sewers**

The Contractor shall be responsible for ensuring that cementitious sludge, sand and rubble from the works do not enter the foul water reticulation system. The Contractor shall be liable for any costs incurred by the Council or others as a result of blockages in the reticulation system attributed to failure to comply with the above requirement.

**PS.5 STORMWATER****PS.5.1 Blockage Stormwater Sewers**

The Contractor shall be responsible for ensuring that cementitious sludge, sand and rubble

from the works do not enter the stormwater reticulation system. The Contractor shall be liable for any costs incurred by the Council or others as a result of blockages in the reticulation system attributed to failure to comply with the above requirement.

## **PS.6 ELECTRICAL PLANT**

### **PS.6.1 General**

Various types of electrical cables including high voltage, low voltage, street lighting and domestic connection cables are affected by the contract. The laying, relocation and jointing of all cables will be carried out by eThekweni Electricity's work gangs, or agents appointed by them, whilst the excavation and backfilling forms part of this contract. Close liaison will therefore be necessary with eThekweni Electricity throughout the contract.

## **PS.9 MANAGEMENT OF THE ENVIRONMENT**

The Contractor shall pay special attention to the following:

### **PS.9.1 Natural Vegetation**

The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.

Only those trees and shrubs directly affected by the works and such others as the Employer's Agent may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

### **PS.9.2 Fires**

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

### **PS.9.3 Environmental Management Plan**

In addition to the above, all requirements according to the Environmental Management Plan as detailed in **C3.4: Particular Specifications**, will be adhered to.

## **PS.10 OCCUPATIONAL HEALTH AND SAFETY**

### **PS.10.1 General Statement**

When considering the safety on site the Contractor's attention is drawn to the following: It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other

persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2014 issued on 7 February 2014 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of Section 37(2) of the Occupational Health and Safety Act.

## **PS.10.2 Health and Safety Specifications and Plans to be submitted at tender stage**

### **PS.10.2.1 Employer's Health and Safety Specification**

The Employer's Health and Safety Specification is included in **Part C3.4: Particular Specifications**.

### **PS.10.2.2 Tenderer's Health and Safety Plan**

At tender stage only a brief overview of the tenderers perception on the safety requirements for this contract will be adequate. This will be attached to **Part T2.2: Contractor's Health and Safety Plan**.

Only the successful Tenderer shall submit a separate Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014, and referred to in **Part T2.2: Contractor's Health and Safety Plan**.

The detailed safety plan will take into consideration the **site specific risks as mentioned under PS.10.1** and must cover at least the following:

- (i) A proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 9 to 29;
- (ii) Pro-active identification of potential hazards and unsafe working conditions;
- (iii) Provision of a safe working environment and equipment;
- (iv) Statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 7*);
- (v) Monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) Details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 8 and other applicable regulations; and
- (vii) Details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

A generic plan will not be acceptable.

### **PS.10.3 Cost of compliance with the OHSA Construction Regulations**

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

Items that may qualify for remuneration will be specified in the Employer's Health and Safety Specification.

### **PS.11 SITE SECURITY**

The Contractor shall, for the duration of the contract, provide sufficient security and watchmen to adequately ensure the safety and protection of the works, the Contractor's staff, including local labour and subcontractors, and all site plant and construction equipment required for the works.

Site Security, in conjunction with the SAPS (where necessary), shall be responsible for removal of disruptive elements, that may interrupt the progress of the contract through acts such as, but not limited to, intimidation, threats of disruption, violent disruption, or criminal and illegal activity by the local community or independent organisations or entities that may result in slowing down or partial or total stoppage of the works.

Payment for this item shall be made under Section 1, Part AB of the Bill of Quantities.

### **PS.12 PERFORMANCE MONITORING OF SERVICE PROVIDERS**

The performance of service providers that have been selected to provide assistance in the provision of a municipal service, otherwise than in circumstances where Chapter 8 of the Municipal Systems Act applies, is required, by Section 116 of the Municipal Finance Management Act, to be monitored and reported on (see Cl.53 of the SCM Policy).

Appropriate key performance indicators (KPIs) for the contract must be set by the Municipality as a yardstick for measuring performance.

The following KPIs will be applicable to this contract:

- (a) OHS – Safety/Toolbox talks, etc
- (b) Quality Assurances/Control – Number of defects, time and cost to fix, etc.
- (c) Performance – Waste factors, Construction Programme, etc.

Any other key Performance Indicators (KPIs) will be discussed and agreed with the Contractor before commencement of the contract.

## **C3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS**

### **INTRODUCTION**

In certain clauses the standard, standardized and particular specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains additional specifications required for this particular contract

### **C3.4: PARTICULAR SPECIFICATIONS**

In addition to the Standardized and Project Specifications the following Particular Specifications / Policies shall apply to this contract and are available on web address:

<ftp://ftp.durban.gov.za/cesu/StdContractDocs/>:

C3.4.1 Ethekewini Municipality Health & Safety Specification – Proposed Community Residential Unit (CRU) at Dalton Road

**C3.5: CONTRACT AND STANDARD DRAWINGS**

- Architect' Drawings

The following Architects drawings have been attached:

| <b>Item</b> | <b>Description</b>     | <b>Date</b> | <b>Marked</b>  | <b>Number</b>  | <b>Rev.</b> |
|-------------|------------------------|-------------|----------------|----------------|-------------|
| <b>1</b>    | Layout Plan            | 2/11/22     | AE 448 202-001 | AE 448 202-001 | 02          |
| <b>2</b>    | Demolishing Plan       | 22/11/21    | AE 448 201-001 | AE 448 201-001 | 01          |
| <b>3</b>    | 3 Storey CRU Building  | 2/11/22     | AE 448 203-001 | AE 448 203-001 | 02          |
| <b>4</b>    | 3 Storey CRU Building  | 2/11/22     | AE 448 203-002 | AE 448 203-002 | 02          |
| <b>5</b>    | 4 Storey CRU Building  | 2/11/22     | AE 448 204-001 | AE 448 204-001 | 02          |
| <b>6</b>    | 4 Storey CRU Mixed Use | 2/11/22     | AE 448 205-001 | AE 448 205-001 | 00          |
| <b>7</b>    | 4 Storey CRU Mixed Use | 2/11/22     | AE 448 205-002 | AE 448 205-002 | 00          |

### **3.6: ANNEXURES**

- Electrical Specifications

## PART C4: SITE INFORMATION

### C4.1 LOCALITY PLAN



**C4.2 CONDITIONS ON SITE**

There is no specific geotechnical information or other site information.

**C4.3 TEST RESULTS**

There are no specific test results

