

PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL DEPARTMENT OF PUBLIC WORKS



KWAZULU-NATAL PROVINCE

PUBLIC WORKS & INFRASTRUCTURE
REPUBLIC OF SOUTH AFRICA

BILLS OF QUANTITIES

with GCC for Construction Works - Second Edition 2010

ANNEXURES

SECTION 3 OF VOLUME 1

PORT SHEPSTONE HOSPITAL - NEW PSYCHIATRIC WARD

Engineer/Principal Agent

Artek 4 Architects (KZN) cc
PO Box 52561, Moore Road
Durban
4083

031 201 0445 - Tel Number
031 201 6609 - Fax Number
admindbn@artek4.co.za

Employer:

Head: Public Works
KZN Department of Public Works
Private Bag X 9041
PIETERMARITZBURG
3200
Tel Number: 033 - 8971300
Fax Number: 033 - 8971399

Architect

Artek 4 Architects (KZN) cc
PO Box 52561, Moore Road
Durban

4083
031 201 0445 - Tel Number
031 201 6609 - Fax Number
admindbn@artek4.co.za

Region:

Regional Manager
KZN Department of Public Works
X9041
Pietermaritzburg
3200
Tel Number: 033-897 1421/1422
Fax Number: 033-897 1399

Tender Number: ZNTM01259W**CIDB Grading: 9GB****ECDP Number: N/A**

Project Code: WIMS 044044**Document Date: 19 January 2026**

Contracting Party: _____
CIDB Registration number: _____
Central Suppliers Database Registration Number: _____

PORT SHEPSTONE HOSPITAL - NEW PSYCHIATRIC WARD



KWAZULU-NATAL PROVINCE
PUBLIC WORKS & INFRASTRUCTURE
REPUBLIC OF SOUTH AFRICA

SECTION 1 OF VOLUME 1 THE TENDER

1. PART T1: TENDER PROCEDURES

Page No.

T1.1	Tender Notice and Invitation to Tender	11 - 15
T1.2	Tender Data	17 - 20
T1.3	Annexure C - Standard Conditions of Tender	22 - 29

2. PART T2: RETURNABLE DOCUMENTS

T2.1	List of Returnable Documents	31 - 32
T2.2	Authority to Sign Tender (T2.2)	33
T2.3	Authority for Consortia or Joint Venture's to Sign Tender (T2.3)	34 - 35
T2.4	Special Resolution of Consortia or Joint Venture's (T2.4)	36 - 38
T2.5	Joint Venture Involvement Declaration (T2.5)	39 - 40
T2.6	Schedule of Proposed Sub-Contractors (T2.6)	41
T2.7	Capacity of Tenderer (T2.7)	42 - 48
T2.8	Financial Standing and other resources of Business Declaration (T2.8)	49
T2.9	Preference Points Claim Form (T2.9)	50 - 53
T2.10	Site Inspection Certificate as proof for attendance of compulsory briefing meeting (T2.10)	54
T2.11	Bidder's Disclosure - SBD 4 (T2.11)	55 - 57
T2.12	Record of Addenda to Tender Documents (T2.12)	58
T2.13	Particulars of Electrical Contractor (T2.13)	59
T2.14	Schedule of Imported Materials and Equipment (T2.14)	60
T2.15a	Annual Financial Statement for past financial year (2.15)	61
T2.16	Equipment Schedules (T2.16a)	62 - 67
	Equipment Schedules (T2.16b)	68 - 69
T2.17	Contractor's Safety, Health and Environmental Declaration (T2.17)	70
T2.18	Compulsory Enterprise Questionnaire (T2.18)	71
T2.19	Tax Compliance Status (TCS) PIN to verify on line Compliance Supplier Status via e-Filing (T2.19)	72
T2.20	Proof of Good Standing With the Compensation Commissioner (T2.20)	73
T2.21	Form of Offer and Acceptance (Bound into Section 1 of 2) (T2.21)	74 - 76
T2.21a	Confirm Receipt of Offer and Acceptance (T2.21a)	77
T2.22	Final Bill of Quantity Summary (T2.22)	78
	Final Bill of Quantity Summary	79
T2.23	Certified Proof of Paid Municipal Rates and Taxes (Attach) (T2.23)	80
T2.24	Proof of Unemployment Insurance Fund (2.24)	81
T2.25	The National Industrial Participation Programme (T2.25)	82-83
T2.26	Proof of Registration on the Central Supplier Database (CSD) (T2.26)	84
T2.27	Certified Proof of CIDB Registration Number (T2.27)	85
T2.28	Proof of Deposit (T.28)	86

T2.29	Contract Form - Purchase of Goods/Works - Part 1 (T2.29)	87
T2.30	Contract Form - Purchase of Goods/Works - Part 2 (T2.30)	88
T2.31	OHSE Plan Structure (T2.31)	89
T2.32	Client's specific requirements for the Contractor's detailed OHSE Plan (T2.32)	90
T2.33	Baseline Risk Assessment (T2.33)	91
T2.34	Functionality Criteria (T2.34)	92-94
T2.35	Invitation to Tender - SBD 1 (T2.35)	95 - 96
T2.36	CIDB B U I L D Programme Undertaking (T2.36)	97 - 98

SECTION 2 OF VOLUME 1

THE CONTRACT

3. PART C1: AGREEMENT AND CONTRACT DATA

C1.1	Form of Offer and Acceptance	10
C1.2	Contract Data	12 - 19
C1.3	Form of Guarantee (C1.3)	21 - 23

4. PART C2: PRICING DATA

C2.1	Pricing Instructions	25 - 28
	Bills of Quantities	
C2.2	Section 1 Preliminaries	30 - 50
C2.3	Section 2 Bill No 1 Earthworks	2/1 - 2/10
	Bill No 2 Lateral Support	2/11 - 2/18
	Bill No 3 Piling	2/19 - 2/28
	Bill No 4 Concrete, Formwork & Reinforcement	2/29 - 2/40
	Bill No 5 Masonry	2/41 - 2/45
	Bill No 6 Waterproofing	2/46- 2/50
	Bill No 7 Roof Coverings, etc	2/51- 2/53
	Bill No 8 Carpentry and Joinery	2/54 - 2/71
	Bill No 9 Floor Coverings	2/72 - 2/74
	Bill No 10 Ceilings, Partitions and Access Flooring	2/75- 2/80
	Bill No 11 Ironmongery	2/81 - 2/101
	Bill No 12 Structural Steelwork	2/102 - 2/107
	Bill No 13 Metalwork	2/108- 2/126
	Bill No 14 Plastering	2/127- 2/130
	Bill No 15 Tiling	2/131 - 2/133
	Bill No 16 Plumbing and Drainage	2/134 - 2/171
	Bill No 17 Glazing	2/172
	Bill No 18 Paintwork	2/173 - 2/176
	Bill No 19 External Works	2/177- 2/197
	Section 2 Summary	2/198
	Section 3 Electrical Installations	
	Preambles	EP
	Provisional Sums	PS6/1 - 2
	General Electrical Installation Work	E6/1 - 63
	Telephone Installations	TI/1 - 3
	Public Address Installations	PA6/1 - 3
	CCTV Installations	CCTV6/1 - 5

Microphone and Speaker Installations	MS6/1 - 2
Nurse Call System Installations	NC6/1 - 3
Television Installation	TV6/1 - 3
Lightning Protection	LP6/1 - 3
UPS Installation	UPS6/1 - 2
Data / Computer Systems Installation	DCS6/1 - 4
Security Installation	S6/1 - 3
Fire Detection and Evacuation	FDE6/1 - 8
<u>Section 3 Summary</u>	ESP6
Standby Set Electrical Installation	SB4/1 - 6
Section 4 Mechanical Installations	
Bill No 1 Airconditioning and Ventilation	AC-B1 - B29
Bill No 2 Medical Gas and Vacuum Installation	MG-B1 - B6
Bill No 3 Automatic Sprinkler Protection Installation	F-B1 - B6
Bill No 4 Lift Installation	L-B1 - B2
Section 5 CIDB B.U.I.L.D Programme	
Bill No 1 Provisional Sums for B.U.I.L.D Programme	5/1 - 5/6
FINAL SUMMARY	FS

5. **PART C3: SCOPE OF WORKS**

C3.1	Scope of Works	2 - 9
C3.2	Specification for HIV/AIDS awareness	10 - 12
C3.3	HIV/STI Compliance report	13 - 14

6. **PART C4: SITE INFORMATION**

C4.1	Site Information	16
------	------------------	----

SECTION 3 OF VOLUME 1

7. **DRAWINGS**

C5.1	List of Drawings	8 - 11
------	------------------	--------

8. **ANNEXURES**

Annexure 1	Map to Tender Submission Location	13
Annexure 2	Joint Venture Agreement	14 - 20
Annexure 3	Waiver of Lien	21
Annexure 4	<u>Electrical Specifications</u>	
	Description of the Works	E1/1 - 6
	General Electrical Specification	E2/1 - 33
	Detailed Electrical Specification	E3/1 - 73
	Lightning Protection Part 4A	LP/1 - 6
	Part 4B	E4/10 - 15

	Fire Detection & Evacuation	E5/1 - 79
	Standby Generator Set Installation	SB1/1 - 4
	General Technical Specification	SB2/1 - 12
	Detailed Specification	SB3/1 - 11
Annexure 5	<u>Mechanical Specifications</u>	
	Airconditioning and Ventilation	AC-1 - 37
	Medical Gas and Vacuum	MG-1 - 17
	Automatic Sprinkler Protection - Part 1	SS-1 - 14
	Automatic Sprinkler Protection - Part 2	SP-1 - 11
	Passenger/Stretchers Lift	L-1 - 12
Annexure 6	Health and Safety Specification	92 pages
	Health & Safety Bill of Materials	4 pages
Annexure 7	<u>Geotechnical Investigation Report</u>	
	Report dated 19.01.2012	34 pages
	Extension to Investigation dated 11.11.2015	27 pages
Annexure 8	Piling Specification	71 pages
Annexure 9	Details of Previous Similar Project Experience	1 page
Annexure 10	Project Specific Organogram	1 page

SECTION 4 OF VOLUME 1

9. Drawings Issued With This Tender Document

IMPORTANT NOTICE TO TENDERERS

Any reference to words Tender or Tenderer herein and/or in any other documentation shall be construed to have the same meaning as the words Tender or Tenderer. These forms are for internal and external use for the KZN Department of Public Works, Provincial Administration of KwaZulu-Natal.

"Quality" shall mean totality of features and characteristics of a product or service that bears on the ability of the product or service to satisfy stated or implied needs.

No alternative Tenders will be accepted.

The Total (Including Value Added Tax) on the Final Summary of the Bill of Quantities must be carried to the "Offer" part only of the Form of Offer and Acceptance - T2.21

"Enterprise" shall mean the legal Tendering Entity or Tenderer who, on acceptance of the Offer, would become the contractor"

TENDERERS TO NOTE:

1. The Department reserves the right not to award to the lowest bidder.
2. In addition, the Department may conduct a detailed risk assessment prior to the award of the bid.
3. No late arrivals will be admitted to the tender briefing meeting.
4. Bidders who attend without a bid document (Hard Copy) will not be allowed to the briefing.
5. Site Inspection certificates will not be issued at the Tender briefing meeting.
6. The Site Inspection certificate must be signed and stamped by the Department representative as proof of attendance, should it not be signed your tender document will be disqualified.
7. Late submissions will not be accepted.
8. Faxed or e-mailed bids are not accepted.
9. Only Bidders registered within the applicable CIDB grading and Central Suppliers Database will be eligible to submit bids.
10. Bidders who are downloading the Bid Document and BOQ from the E-tenders portal can either submit their priced BOQ as a hard copy or on a memory stick (at the cost of the bidder) together with their bid document at time of close of bid.
11. Bidders who are purchasing their documents from the Department will be provided with a memory stick with the BOQ which must be completed and returned together with their Bid Document at the time of close of bid.
12. The project will involve CIDB Build Program, therefore the Bidder must comply as per (Gazette No48491 28 April 2023).
13. The Preference points system applicable for this bid is 90/10, where 10 points of specific goals will be allocated as follows:
Ownership by Women – 3, Ownership by Youth – 4, Promotion of Enterprise located in a specific Municipal area (Ugu) for work done or services to be rendered 3: 10 Points



KWAZULU-NATAL PROVINCE

PUBLIC WORKS & INFRASTRUCTURE
REPUBLIC OF SOUTH AFRICA

PORT SHEPSTONE HOSPITAL - NEW PSYCHIATRIC WARD

PART C5 - DRAWINGS / ANNEXURES

C5.1 - LIST OF DRAWINGS/ANNEXURES

PORT SHEPSTONE HOSPITAL - NEW PSYCHIATRIC WARD

Tender No.:	ZNTM01259W	Project Code:	WIMS 044044
--------------------	-------------------	----------------------	--------------------

The following drawings/annexure's shall be issued during the Tender period to form part of the tender documentation. Where applicable, drawings/annexure's could be re-issued to the Contractor at commencement of the construction phase. The drawings are included in section 4 of this document.

<u>DRAWING NO</u>	<u>DESCRIPTION</u>
--------------------------	---------------------------

Architects drawings	
1518-100	Site Plan - Existing Site
1518-118	Site Plan - Block Establishment - Hoarding
1518-119	Site Plan - Demolitions
1518-120	Parking Level - Brickwork
1518-121	Parking Level - Door & Window Numbering
1518-122	Parking Level - Sanware & Fittings Numbering
1518-123	Parking Level - Flooring Layout
1518-125	Parking Level - Ceiling Layout
1518-130	Ground Storey Plan - Brickwork
1518-131	Ground Storey Plan - Door & Window Numbering
1518-132	Ground Storey Plan - Sanware & Fittings Numbering
1518-133	Ground Storey Plan - Flooring Layout
1518-134	Ground Storey Plan - Wall Finishes Layout
1518-135	Ground Storey Plan - Ceiling Layout
1518-140	First Storey Plan - Brickwork
1518-141	First Storey Plan - Door & Window Numbering
1518-142	First Storey Plan - Sanware & Fittings Numbering
1518-143	First Storey Plan - Flooring Layout
1518-145	First Storey Plan - Ceiling Layout
1518-150	Roof Plan
1518-201	Section A-A; B-B; C-C
1518-202	Section D-D; E-E; F-F
1518-210	Detail Section 1, 2, 3
1518-211	Detail Section 4, 5, 6
1518-212	Detail Section 7, 8
1518-213	Detail Section 9, 10, 11, 12
1518-214	Window Detail
1518-251	South East, South & North West Elevation
1518-252	North East, North & South West Elevation

1518-400-01 to 1518-400-35	Door Schedules
1518-401-01 to 1518-401-8	Window Schedules
1518-401-9A & 9B	Window Schedules
1518-401-10 to 11	Window Schedules
1518-401-12A & 12B	Window Schedules
1518-401-13 to 1518-401-19	Window Schedules
1518-402-01 to 1518-402-05	Aluminium Curtain Wall Schedule
1518-403	Finishing Schedule
1518-404	Sanitaryware Schedule
1518-405	Ironmongery Schedule
1518-408-01 to 06	Gate Schedules
1518-420 to 432	Metalwork Schedules
1518-441 to 447	Metalwork - Fencing Schedules
1518-471-477	Signage Schedules
1518-501-03	Brick Details
1518-601-01	Fitting Schedules
1518-602-01	Fitting Schedules
1518-603-01 to 1518-603-19	Fitting Schedules
1518-604-02 to 1518-604-10	Fitting Schedules
1518-605-01 to 1518-605-14	Fitting Schedules
1518-605-16 to 1518-605-21	Fitting Schedules
1518-607-0 to 1518-607-03	Furniture Schedules
1518-607-05 to 1518-607-06	Furniture Schedules
Geotechnical & Structural Engineers drawings	
31319-S00	Underpinning Layout & Details
31319-S01	CPW Piling Layouts & Details
31319-S02	Contiguous Piled Wall Elevation
31319-S03	Foundation Layout & Details
31319-S04	CPW Sections & Details
31319-S05	Basement Column Layout
31319-S06	Surface Bed Layout, Sections & Details
31319-S07	Ground Floor Layout & Details
31319-S10	First Floor Layout and Sections
31319-S14	Steel Roof Layout
31319-S16	Structural Masonry Sections & Details
31319-S17	Stair 1 & 2 - Layout & Sections
31319-S18	Stair 3 & 4, Ramp 1 - Layout & Sections Sht 1 of 2
31319-S18	Stair 3 & 4, Ramp 1 - Layout & Sections Sht 2 of 2
31319-S20	Structural - General Notes Drawing
31319-S21	Sections D & E
31319-S23	Foundation Piling Layout & Details
31319-S24	Section C & F
31319-S25	Section B1
31319-S26	Section B2
31319-S27	Structural Steel - Sectional Elevations Sht 1 of 3
31319-S27	Structural Steel - Sectional Elevations Sht 2 of 3
31319-S27	Structural Steel - Sectional Elevations Sht 3 of 3

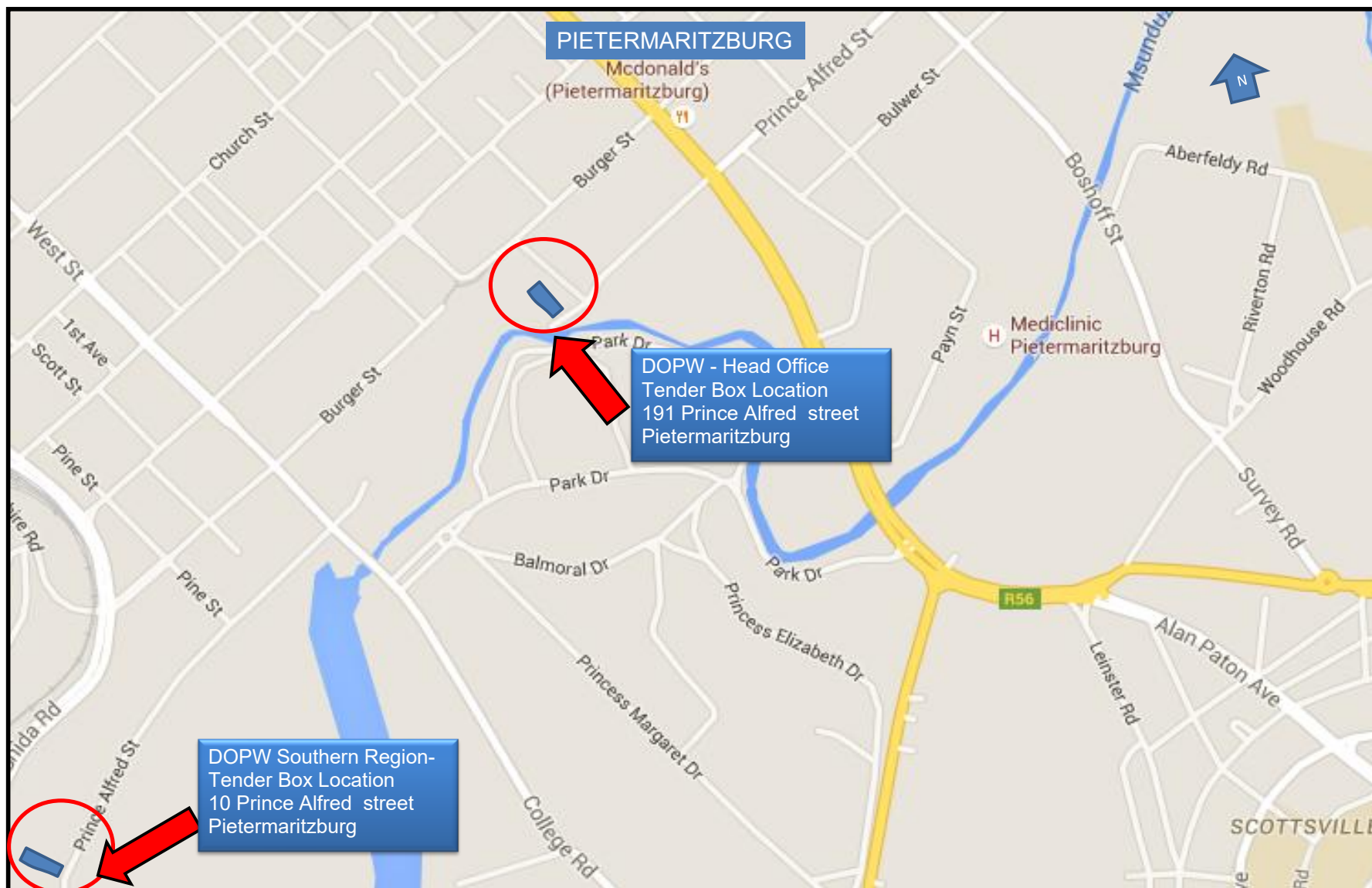
Civil Engineers drawings	
MD1075-001	Combined Services Site Layout
MD1075-002	Earthworks Layout
MD1075-003	Earthworks Sections
MD1075-004	Earthworks Cut and Fill Layout Plan
MD1075-005	Parking Level Surfacing - Overall Layout
MD1075-006	Parking Level Surfacing Layout
MD1075-007	Parking Level Surfacing Layout (Part Plan 3) and Details
MD1075-008	Basement Sewer Layout
MD1075-009	Basement Sewer Sections
MD1075-010	Sewer Section Continued and Basement Sewer Details
MD1075-011	Potable and Fire Water Reticulation Layout
MD1075-012	Potable and Fire Water Reticulation Details
MD1075-013	Water Reticulation to Maintenance Workshop Layout
MD1075-014	Basement and First Floor (Chiller Plant Room) Drainage
MD1075-015	Basement Drainage Sections
MD1075-016	Basement Drainage Details
MD1075-017	Western Access Road Stormwater Drainage Layout
MD1075-018	Phase A Access Road Layout, Long Section, Pavement
MD1075-019	Phase A Access Road Cross Sections
MD1075-020	Western Access Road & Stormwater Layout, Long Sections,
MD1075-021	Western Access Road Cross Sections
MD1075-022	Service Walkway Layout & Cross Sections
MD1075-023	Contractor's Access Road Layout, Long Sections & Pavement
MD1075-024	Western Road Access, Service Road & Phase A Access
MD1075-025	Attenuation Tank Layout & Details
MD1075-026	RC Retaining Wall Along Phase A Access Road
MD1075-027	Site Plan of New Afrox Tank Position and New Retaining
MD1075-028	New Afrox Tank Position and Retaining Walls - Sections &
MD1075-029	Details for Water Tank Support Structure (Type A)
MD1075-030	Details for Water Tank Support Structure (Type B)
MD1075-031	Details for Water Tank Support Structure (Type C)
MD1075-032	Details for Water Tank Support Structure (Type D)
Mechanical Engineers drawings	
<u>Airconditioning & Ventilation</u>	
M652-AC-01	Basement Plan
M652-AC-02	Ground Plan
M652-AC-03	First Floor
M652-AC-04	Piping Schematic and Section
M652-AC-05	Aircondition and Ventilation Section Plan
<u>Medical Gas and Vacuum</u>	
M652-MG-01	Basement Plan
M652-MG-02	Ground Plan
M652-MG-03	First Floor
<u>Lift</u>	
M652-L-01	Lift Installation
<u>Sewer Drainage</u>	
M652-DR-01	Parking Level Layout
M652-DR-02	Ground Level Layout
M652-DR-03	First Level Layout
<u>Water Supply</u>	
M652-WS-01	Parking Level Layout
M652-WS-02	Ground Level Layout
M652-WS-03	First Level Layout
M652-WS-04	Piping Schematic Layout
<u>Sprinkler</u>	
M652-SPK-01	Sprinkler Layout - Basement Plan

Electrical Engineer	
SL 231-ESP1	Site Plan Layout drawing
SL 231-EP2	Parking Level - Power Layout
SL 231-EL3	Parking Level - Lighting Layout
SL 231-EP4	Ground Floor - Power Layout
SL 231-EL5	Ground Floor - Lighting Layout
SL 231-EP6	First Floor - Power Layout
SL 231-EL7	First Floor - Lighting Layout
SL 231-MSRD	Mains Riser Diagram
SL 231-EPM	Electrical Power for Mechanical Engineer - First Floor Plant
SL 231-EDB's	Sub DB's Schematics
SL 231-LP1 to LP4	Lighting Protection Layout drawings
SL 231-CCTV1 to CCTV3	Closed Circuit Television Layout drawings
SL 231-FE1 to FE4	Fire Detection and Evacuation Layout drawings
SL 231-CT1 to CT3	Computer and Telephone Layout drawings
SL 231-NC, PA, S, MS1 to MS3	Nurse Call, Public Address, Security, MIC and Speaker
ANNEXURES	
Annexure 1	Map to Tender Submission Location
Annexure 2	Joint Venture Agreement
Annexure 3	Waiver of Lien
Annexure 4	Electrical Specifications
Annexure 5	Mechanical Specifications
Annexure 6	Health and Safety Specification
Annexure 7	Geotechnical Investigation Report
Annexure 8	Piling Specification
Annexure 9	Details of Previous Similar Project Experience
Annexure 10	Project Specific Organogram



PORT SHEPSTONE HOSPITAL - NEW PSYCHIATRIC WARD

ANNEXURES



0
Joint Venture Agreement
(March 2004)
(First Edition of CIDB document 1017)



1. **PREAMBLE**

This agreement is made and entered into by and between

of the first part and

of the second part and

of the third part.

(allow for additional parties as necessary).

Whereas the foregoing parties have resolved to form a Joint Venture under the title of

for the exclusive purposes of securing and/or executing the Contract to be awarded by

(name of Employer)

to the KZN Department of Public Works in respect of the following project:

for (brief description of Contract)

PORT SHEPSTONE HOSPITAL - NEW PSYCHIATRIC WARD

Now it is hereby agreed as follows :

2. **DEFINITIONS AND INTERPRETATION**

2.1 Definitions

The following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are, in general, signified in the text of the Agreement by the use of capital initial letters, but the absence of such letters does not necessarily signify that a term, or word, is not defined.

'Agreement' means the agreement between the Members of the Joint Venture and includes this model form of agreement together with the Preamble, Specific Provisions, if any, Schedules 'A', 'B' and 'C' and any relevant Documents prepared prior to the signing of the Agreement and appended thereto.

'Contract' means the contract with the Employer for the supply of the Deliverables, for the purposes of securing and executing which, the Joint Venture has been formed.

'Deliverables' means the works and/or services, equipment, materials, goods, etc. to be furnished by the Joint Venture to the Employer in terms of the Contract.

'Document' means any written, drawn, typed, printed, or photographic material, which relates to the Agreement.

'Employer' means the person, or body, which is to award the Contract and will employ the Joint Venture if it is awarded the Contract.

'Joint Venture' means the joint venture formed by the Members in accordance with the Agreement.

'Management Committee' means the body established in terms of the Agreement to manage all aspects of the work of the Joint Venture in securing and executing the Contract and in meeting the provisions for the Agreement.

'Member' means a person, or body which, being a party to the Agreement, is a member of the Joint Venture.

‘Member’s Interest’ means the proportion expressed as a percentage, which the total monetary value of all resources provided and contributions made by a Member towards the execution by the Joint Venture of the Contract bears to the total of such values by all Members and, unless otherwise indicated in the Agreement, represents the extent to which the Member participates in the fortunes of the Joint Venture.

‘Representative’ means the person representing a Member on the Management Committee.

‘Schedules’ means Schedules ‘A’, ‘B’ and ‘C’ which set out general, financial and other information relating to the Members and the obligations, duties, rights, risks and benefits arising from their participation in the Joint Venture.

‘Specific Provisions’ means the variations, if any, required to this standard form of agreement for the specific purposes of the Agreement.

2.2 Interpretation

Unless inconsistent with the context, an expression in the Agreement which denotes:

- any gender shall include the other genders
- a natural person shall include a juristic person and vice versa
- the singular shall include the plural and vice versa

2.3 Headings

The headings to clauses of the Agreement shall not be considered part thereof, nor shall the words they contain be taken into account in the interpretation of any clause.

2.4 Law

The Agreement shall be construed in accordance with and governed by the laws of the Republic of South Africa and the English language versions shall prevail.

2.5 Language

English shall be exclusively used by the Members in the preparation of Documents unless otherwise indicated.

2.6 Conflict between Agreement and Contract

Should any provision of the Agreement be in conflict with the terms of the Contract, the Agreement shall be amended to the approval of the Management Committee so as to eliminate the conflict.

3. **JOINT VENTURE GENERAL**

3.1 Establishment and Purpose

The Joint Venture established by the Members in terms of the Agreement is an unincorporated association with the exclusive purposes of securing and executing the Contract for the benefit of the Members.

3.2 Termination

The operation of the Joint Venture and the validity of the Agreement shall terminate if and when it becomes evident that the Joint Venture will not be awarded the Contract, or, if the Joint Venture secures the Contract, when all obligations and rights of the Joint Venture and the Members in connection with the Contract and the Agreement have ceased and/or been satisfactorily discharged.

Unless otherwise decided by the Management Committee, the Agreement shall not terminate if a Member changes its name, or is taken over by, or merged with, another body.

This agreement will terminate when any one of the Members resigns, are liquidated or opts out of this agreement and the Joint Venture will be in breach of contract with the Employer and their contract could be cancelled.

3.3 Exclusivity

Unless otherwise agreed by the Management Committee, or provided for in the Contract no Member shall engage in any activity related to the Contract other than as a Member of the Joint Venture and Members shall ensure that their subsidiaries and other bodies over which they have control comply with this requirement.

3.4 Participation of Members

Except as may otherwise be stipulated in the Agreement, each Member shall be responsible for all costs incurred by it prior to the date of inception of the Agreement.

Subsequent to the date of inception of the Agreement, each Member shall, participate in the operations, risks, responsibilities and fortunes of the Joint Venture including, inter alia, the provision of funding, sureties, guarantees, insurances, human and other resources and participation in profits and losses to the extents indicated in the Schedules. Participation in any aspect not covered in the Schedules shall, if an agreement cannot be reached between the Members, be to the same extents as indicated by the Members Interests.

3.5 Management

The affairs of the Joint Venture shall be directed and controlled by the Management Committee, as set out in Section 4 hereof.

3.6 Confidentiality

All matters relating to the Agreement and the Contract shall be treated by the Members as confidential and no such matter shall be disclosed to any third party without the prior written approval of the Management Committee.

No Member shall be party to the dissemination of publicity relating to the Contract, or the Agreement, without the prior written approval of the Management Committee and the Employer.

3.7 Assignment

No Member shall cede, assign, or in any other way make over any of its rights, or obligations, under the Agreement without the prior written consent of the Management Committee.

3.8 Subcontracting

No Member shall subcontract any obligation, work or duty for which it is, itself, responsible in terms of the Agreement without the prior written consent of the Management Committee.

3.9 Variations to Agreement

No variation, modification, or waiver of any part of the Agreement shall be of any force, or effect, unless unanimously agreed by the Members and reduced to writing.

3.10 Liability

Each Member warrants that it will indemnify the other Members against all legal liabilities arising out of, or in connection with the performance of its obligations under the Agreement.

It is acknowledged by the Members that they may be held jointly and severally liable in respect of claims against the Joint Venture by the Employer or third parties.

4. MANAGEMENT OF JOINT VENTURE

4.1 General

The affairs of the Joint Venture shall be directed, controlled and managed by the Management Committee, which, within the terms of the Agreement and the Contract, shall have full authority to bind the Members in all matters relating to the affairs of the Joint Venture.

Communication between the Joint Venture and the Employer, or third parties, relating to the Contract shall be conducted exclusively by the Management Committee, or by such person as it may delegate to perform this function.

The Management Committee shall have the power to appoint a project manager and/or such other persons as it may see fit to appoint for the purpose of executing the Contract and may delegate such of its powers, responsibilities and duties as it may consider necessary, or desirable, to persons or bodies appointed or seconded for this purpose.

Such administrative functions as are necessary to ensure the effective operation of the Management Committee shall be performed by its chairman.

4.2 Management Committee

4.2.1 Composition

The Management Committee shall, unless otherwise agreed by all the Members, consist of one Representative of each Member and each Member shall be obliged, at all times, to maintain a Representative on the Management Committee.

Each member shall, not later than three working days after the signing of the Agreement, appoint its Representative and notify the other Members of the name and contact details of the Representative. Such Representative shall have the power to bind the Member that he represents in all matters relating to the execution of the Contract and the performance of the Agreement.

A Member shall be entitled, after giving the other Members not less than three working days written notice of his intention to do so, appoint, remove and/or replace, an alternate who shall, at any meeting of the Management Committee from which the Representative whom he represents is absent, be vested with all rights and powers and subjected to all the obligations of the absent Representative.

The chairman of the Management Committee shall be the Representative of the Member which has the largest Member's Interest. If two, or more, Members have the same, largest Member's Interest, the chairmanship shall rotate between the Representatives of such Members at three monthly intervals, the order of rotation to be determined by ballot.

Notwithstanding the foregoing, the chairmanship of the Management Committee may be determined, or changed, at any time by unanimous decision of the Management Committee.

No remuneration shall be paid by the Joint Venture to Representatives or their alternates for serving on the Management Committee,

4.2.2 *Meetings*

Meetings of the Management Committee shall take place at such times and places as the Management Committee may determine, provided that the chairman shall convene a meeting of the Management Committee to be held not later than ten working days after he has been requested, in writing, by a Member to do so. Not less than five working days written notice of any meeting of the Management Committee shall be given to all Representatives and their alternates.

The Management Committee may permit, or invite, persons other than Representatives or alternates to attend any of its meetings, but such persons shall not have voting rights.

4.2.3 *Decisions*

Each Representative shall have one vote on the Management Committee and where, in terms of this clause, a casting vote is required, this shall be exercised by the chairman.

All decisions of the Management Committee shall, desirably, be unanimous. Accordingly, if unanimity cannot, initially, be achieved in regard to a decision, the meeting at which that decision is sought shall be adjourned for a period of 48 hours to enable Representatives to consult with their principals. If, on resumption of the adjourned meeting, unanimity can still not be achieved, the decision, provided it is not one requiring unanimity of the Members, shall be taken by majority vote and, in the event of a tie, the chairman shall exercise a casting vote.

A Member not satisfied with a majority decision of the Management Committee may declare a dispute, to be dealt with in terms of Clause 8 hereof, but the majority decision shall, nevertheless, be implemented with immediate effect.

Decisions of the Management Committee, whether taken at a meeting, or otherwise, shall be recorded in written minutes, which shall be distributed by the chairman to reach the Representatives not later than five working days after those decisions were taken. Such minutes shall be deemed to have been affirmed by the Representatives unless written notice of dissent is received by the chairman not later than three working days after receipt of the minutes by the Representative.

4.2.4 Powers and duties

The functions, responsibilities and powers of the Management Committee shall include, inter alia, those listed below:

- 4.2.4.1 Formulating overall policy in regard to the achievement of the objectives of the Joint Venture.
- 4.2.4.2 Managing the day to day affairs of the Joint Venture.
- 4.2.4.3 Monitoring, directing and co-ordinating the activities of the Members to ensure that the objectives of the Joint Venture are achieved and that the obligations and responsibilities of the individual Members are met.
- 4.2.4.4 Monitoring and controlling the financial affairs of the Joint Venture and ensuring that proper books of account and financial records relating to affairs of the Joint Venture are maintained in an approved form and submitted to the Management Committee for approval at regular intervals, which shall not be longer than one month.
- 4.2.4.5 Determining the necessity for and the details of any changes in the duties and responsibilities of Members provided that any resulting changes in Members' Interests shall be unanimously approved by the Members.
- 4.2.4.6 Determining the terms and conditions of employment of personnel and the emoluments applicable to staff seconded to the Joint Venture by the Members.
- 4.2.4.7 Controlling and approving the appointment of all subcontractors.
- 4.2.4.8 Procuring, after the completion of the Contract and the release of all bonds, guarantees and sureties given in respect of the performances of the Joint Venture and the Members, the preparation and auditing of a final set of accounts, on the basis of which the final profits, or losses, attributable to the individual Members shall be determined and any necessary adjustments effected.

5 **RESOURCES OF JOINT VENTURE**

The resources to be utilised by the Joint Venture in securing and executing the Contract shall, insofar as these are to be provided directly by the Members, be as set out in the Schedules and may, from time to time, be amended by decision of the Management Committee, provided that the Member's Interests are not, except with the unanimous approval of the Members, affected thereby.

Similarly, specific areas of responsibility of the Members for the performance of work and the provision of facilities shall be as set out in the Schedules and may, from time to time, be amended by decision of the Management Committee, provided that the Members' Interest are not, except with the unanimous approval of the Members, affected thereby.

5.1 Schedule 'A' (General)

Schedule 'A' shall contain general information relating to the Joint Venture including, inter alia, the following :

1. The Employer's name and address.
2. A brief description of the Contract and the Deliverables.
3. The name, physical address, communications addresses and domicilium citandi et executandi of each Member and of the Joint Venture.
4. The Members' Interests.
5. A statement indicating whether, or not, Specific Provisions apply to the Agreement.
6. A schedule of insurance policies which must be taken out by the Joint Venture and by the individual Members.
7. A Schedule of sureties, indemnities and guarantees that must be furnished by the Joint Venture and by the individual Members.
8. Details of the persons, who, in the event of failure by the Members to reach agreement on the appointments of mediator and arbitrator, will nominate appointees to these positions in terms of Clauses 8.2 and 8.3.

5.2 Schedule 'B' (Financial)

Schedule 'B' shall contain information regarding the financial affairs of the Joint Venture including, inter alia, the following :

1. The working capital required by the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the individual Members from time to time.
2. The banking accounts that are to be opened in the name of the Joint Venture and the manner in which these are to be operated.
3. The rates of interest that will be applicable to amounts by which Members are in debit, or credit, to the Joint Venture.
4. The names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.
5. The intervals at which interim financial accounts and forecasts will be prepared for approval by the Management Committee.
6. Insofar as not covered in Schedule 'C', the basis on which contributions of various types by the Members towards the work of the Joint Venture in securing, executing, managing and satisfactorily completing the Contract, will be valued.
7. The basis on which profits and/or surplus cash will, if available from time to time, be distributed to Members.
8. The basis upon which losses, if any, are to be apportioned to Members.

5.3 Schedule 'C' (Contributions by Members)

Schedule 'C' shall set out the contributions of various types, other than cash, that will be made by the individual Members towards the work and obligations of the Joint Venture and shall, as far as possible, indicate the monetary values to be placed on such contributions, which may include, inter alia, the following :

1. Staff seconded to the Joint Venture.
2. Work carried out and services provided to, or on behalf of, the Joint Venture.
3. Plant, equipment, facilities etc. made available for use by the Joint Venture.
4. Materials and goods supplied to, or on behalf of, the Joint Venture.
5. Licences, sureties, guarantees and indemnities furnished to, or on behalf of, the Joint Venture.
6. Joint Venture Disclosure form required for the Contract.

6. BREACH OF AGREEMENT

If a Member breaches any material provision of the Agreement, or delays or fails to fulfil its obligations in whole, or in part, and does not remedy the situation within fourteen calendar days of receipt of notice from the Management Committee, or another Member, to do so, the other Members shall have the right, without prejudice to any other rights arising from the default, to summarily terminate the Agreement and re-assign the defaulting Member's rights and obligations in the Joint Venture as they see fit and withhold any moneys due to the defaulting member by the Joint Venture.

Each Member shall indemnify the other Members against all losses, costs and claims which may arise against them in the event of the Agreement being terminated as a result of breach of the Agreement by the said Member.

7. INSOLVENCY OF MEMBER

Should a Member be placed in liquidation, or under judicial management, whether provisionally or finally, or propose any compromise with its creditors, the other Members shall be entitled to proceed in terms of Clause 6, as if the Member had breached the Agreement.

8. DISPUTES

8.1 Settlement

The Members shall negotiate in good faith and make every effort to settle any dispute, or claim, that may arise out of, or relate to, the Agreement.

If agreement cannot be reached, an aggrieved Member shall, if he intends to proceed further in terms of Clause 8.2 hereof, advise all other Members in writing that negotiations have failed and that he intends to refer the matter to mediation in terms of Clause 8.2.

8.2 Mediation

Not earlier than ten working days after having advised the other Members, in terms of Clause 8.1, that negotiations in regard to a dispute have failed, an aggrieved Member may require that the dispute be referred, without legal representation, to mediation by a single mediator.

The mediator shall be selected by agreement between the Members, or, failing such agreement, by the person named for this purpose in Schedule 'A'. The costs of the mediation shall be borne equally by all Members.

The mediator shall convene a hearing of the Members and may hold separate discussions with any Member and shall assist the Members in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Members shall record such agreement in writing and thereafter they shall be bound by such agreement.

The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Members.

8.3 Arbitration

Where a dispute or claim is not resolved by mediation, it shall be referred to arbitration by a single arbitrator to be selected by agreement between the Members or, failing agreement, to be nominated by the person named for this purpose in Schedule 'A'.

The Member requiring referral to arbitration shall notify the other Members, in writing, thereof, not later than thirty calendar days after the mediator has expressed his opinion, failing which the mediator's opinion shall be deemed to have been accepted by all Members and shall be put into effect.

Arbitration shall be conducted in accordance with the provisions of the Arbitration Act No. 42 of 1965, as amended, and in accordance with such procedure as may be agreed by the Members or, failing such agreement, in accordance with the rules for the Conduct of Arbitrations published by the Association of Arbitrators and current at the date that the arbitrator is appointed.

The decisions of the arbitrator shall be final and binding on the Members, shall be carried into immediate effect and, if necessary, be made an order of any court of competent jurisdiction.

9. DOMICILIUM

The Members choose domicilium citandi et executandi for all purposes of and in connection with the Agreement as stated in Schedule 'A'. A Member shall be entitled to change his domicilium from time to time, but such change shall be effective only on receipt of written notice of the change by all other Members.

Member No. 1

Thus done and signed at _____ this _____ day of _____ 20____

For and on behalf of _____ [Company]

with the BOQ which must be completed and returned together with their Bid Document at the time of close of bid.

The project will involve CIDB Build Program, therefore the Bidder must comply as per

(Gazette No48491 28 April 2023).

Member No. 2

Thus done and signed at _____ this _____ day of _____ 20____

For and on behalf of _____ [Company]

by [name] _____ who warrants his authority to do so.

As witnesses 1. _____

As witnesses 2. _____

Member No. 3

Thus done and signed at _____ this ____ day of _____ 20 ____

For and on behalf of _____ [Company]

by [name] _____ who warrants his authority to do so.

As witnesses 1. _____

As witnesses 2. _____

[Allow for additional parties as necessary].

WAIVER OF CONTRACTOR'S LIEN

DEFINITIONS

Contractor: _____

Employer: Head: Public Works (KZN Department of Public Works: Province of KwaZulu-Natal)

Agreement: GCC FOR CONSTRUCTION WORKS - SECOND EDITION 2010

Works (description): **PORT SHEPSTONE HOSPITAL - NEW PSYCHIATRIC WARD**

Site: Erf 203, 204, 210, 545 & 1591 Port Shepstone
Ray Nkonyeni Municipality

AGREEMENT

The Contractor waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site

Thus done and signed at _____ on _____
[Date]

Name of signatory

Capacity of signatory

As witness

For and on behalf of the contractor who by
signature hereof warrants authorisation
hereto