



DEPARTMENT
TECHNICAL SERVICES

DIVISION
Architecture

PROCUREMENT DOCUMENT : Infrastructure (JBCC)

Documents can be obtained, free of charge, in electronic format, from the [National Treasury's eTenders website](#) or the [eThekweni Municipality website](#)

Contract No: 36585-1B

Contract Title: [Integrated Infrastructure Maintenance And Construction For Buildings, Facilities and Engineering Systems Works For 36 Months.](#)

Estimated CIDB: Grade: **3 - 9, except for SI** Class: **GB/EB/ME/SI (for SI, from 4SI or above)**

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: [Compulsory Clarification Meeting](#)

Meeting Location:
Date, Time: [27/07/2026 @11h00 Moses Mabhida Stadium, Ground Floor Foyer](#)

Queries can be addressed to: [Mxolisi Myeza: 031 311 7856 & Nokuthula Mokoape: 031 311 7492](#)
The Employer's Agent's: [Mxolisi.Myeza@durban.gov.za & Nokuthula.Mokoape@durban.gov.za](#)
Representative: [Mxolisi Myeza & Nokuthula Mokoape. Consolidated answers to questions to be uploaded by 13 August 2026.](#)

TENDER SUBMISSION

Tender Submission: The Tender Offer (hard copy) shall be delivered to:

Delivery location: [The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban](#)

Closing Date/ Time: [21/08/2026](#) at [11h00](#)

JDE Submission: An **electronic submission** is also to be made via the eThekweni Municipality **JDE System (ESP Module)**

JDE Queries Contact: Lindo Dlamini: Tel: [031-322-7133 / 031-322-7153](#)
Email: [supplier.selfservice@durban.gov.za](#)

Tender Offers submitted via any means other than that stated in the Tender Data will be deemed invalid

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: [Architecture](#)

Date of Issue: [17/07/2026](#)

Version: 01/12/2025

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 undertake Integrated Infrastructure Maintenance And Construction For Buildings, Facilities and Engineering Systems Works For 36 Months.

This framework will be of use on an “As-and-when-required” basis for a period of three years. The intention for the establishment of the Panels is so that any scheduled and unscheduled projects can be awarded without first having to start a lengthy procurement process. The panels will be evaluated and formulated using the submitted Rates for a “basket” of items. When required, Contracts for specific Works will be issued using Works Package Orders. These will also be compiled using the submitted rates. The Works, when required, will include, inter-alia, the construction of new, maintenance, upgrades and alterations of facilities for eThekweni Municipality. This includes unscheduled, scheduled and emergency works. The establishment of the panels gives no guarantee of any quantum of works being issued. Work Package Orders may be issued on an “As-and-when-required” basis, dependant on adequate funding being sourced. The use of the panels will be on a non-exclusive basis. It will be at the Employer’s sole discretion if the panels will be used, or if projects will be facilitated through any other procurement mechanism.

Subject	Description	Tender Data
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Head: Architecture	C.1.1.1
Tender Documents	Documentation is to be downloaded from the National Treasury’s eTenders website or the eThekweni Municipality Website : • https://www.etenders.gov.za/ • https://www.durban.gov.za/pages/business/procurement	C.1.2
CIDB Eligibility	It is <u>estimated</u> that Tenderers should have a CIDB contractor grading designation of 3 - 9, except for SI GB/EB/ME/SI (for SI, from 4SI or above)	C.2.1.2
Meeting Type	Compulsory Clarification Meeting	C.2.7
Meeting Details	27/07/2026	C.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer’s Agent’s Representative whose contact details are: Mxolisi Myeza: 031 311 7856 & Nokuthula Mokoape: 031 311 7492 Mxolisi.Myeza@durban.gov.za & Nokuthula.Mokoape@durban.gov.za Mxolisi Myeza & Nokuthula Mokoape. Consolidated answers to questions to be uploaded by 13 August 2026.	C.1.4
Submitting a Tender Offer	The Tender Offer (hard copy) shall be delivered to: The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban An electronic submission , via the eThekweni Municipality JDE System (ESP Module) , is also to be made. Refer to Part T1.1.2 and Tender Data: C.2.13. Notwithstanding the electronic submission , a tender offer will only be deemed valid if the “hard copy” submission has been made.	C.2.13
Closing Time	The Tender Offer (hard copy) shall be delivered, and the electronic submission completed, both on or before 21/08/2026 , at or before 11h00 .	C.2.15
Evaluation of Tender Offers	Either the 80/20 or 90/10 Price Preference Point System, as specified in the SCM Policy: Section 52: Preferential Procurement will be applied in the evaluation of tenders. Tender Data: C.3.11: Evaluation of Tender	C.3.11

Offers details the awarding of Preference Points, and other related evaluation requirements.

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

CIDB B.U.I.L.D. Programme Standards	
Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts	Applicable
Standard for Developing Skills through Infrastructure Contracts	Applicable

T1.1.2: NOTES TO TENDERERS

These “Notes to Tenderers” are intended to provide guidance regarding tendering obligations and requirements.

Compliance requirements are stated in the relevant parts of the Tender Data: T1.2.

GENERAL

- 1) The words BID, TENDER, QUOTATION, and REQUEST FOR QUOTATION (RFQ) are interchangeable throughout this procurement document.
- 2) **JDE-ESP Module** refers to the Supplier Self Service module on the eThekwini Municipality JDE System. Refer to Part T1.1.2.

eThekwini Supply Chain Management Policy (SCMP)

The requirements as stated in the Employer's SCM Policy include, but are not limited to, the following:

1) Section 14(4): ETM Supplier Database

The eThekwini Supply Chain Management Policy requires suppliers/ service providers/ contractors to be registered on the **eThekwini Municipality's Supplier Portal**.

In the event of the Tenderer not being registered on the eThekwini Municipality's Supplier Portal, the Tenderer must register on the internet at www.durban.gov.za by following these links:

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

The following is to be noted:

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

2) Section 20(1)(d)(i): Audited Financial Statements

Audited Financial Statements are required to be submitted if the value of the tender offer exceeds R10 million (incl. VAT). See **Returnable Form: MBD 5** and **Returnable Form: Contracts awarded by Organs of State** in the past 5 years.

3) Section 20(1)(d)(iii): Contracts Awarded during the past 5 Years

Tenderers are to include with their submission a listing of any contracts awarded to the Tenderer during the past 5 years, including particulars of any material non-compliance or dispute concerning the execution of the contracts. Tenderers are referred to **Returnable Form: MBD 5**

4) Section 13.1(b)(vii), 20(1)(d)(ii), 28.2(d), 29.6(a), 38.1(d), and 29.14: Municipal Rates and Taxes (Fees)

Tenderers are to refer to **Returnable Form: Declaration of Municipal Fees** to certify that they have no undisputed commitments for municipal services towards any municipality. Prior to an award, a Tenderer's municipal rates and taxes cannot be in arrears. Should a Tenderer be in arrears with respect to municipal services and has formalised an agreement with the respective municipality to offset the arrears, the agreement must be in place at time of tender closing.

5) **Section 21.2: Tender Validity**

Tenders are to remain valid for twelve (12) months after the expiry of the **original tender validity period** as stated in the **Tender Data**, unless the Municipality is notified, in writing, of anything to the contrary.

The eThekweni Municipality reserves the right to request confirmation from Tenderers of tender validity at any time during the twelve (12) month period.

6) **Section 28(2)(d), Section 28(2)(h) and Section use 29(12): Certifications and Registrations**

CIDB Registration and Status, B-BBEE Certificates, and Tax Compliance Status PINs must be valid at the time of tender closing, and before final award.

The Tenderer's Tax Compliance Status, CIDB Registration and Status (if required), and B-BBEE Level Status (if required), will be verified using the National Treasury Central Supplier Database (CSD). Tenderers are referred to **Returnable Form: Compulsory Enterprise Questionnaire**.

It is the Tenderer's responsibility to ensure that their data on the CSD is kept updated and correctly reflects the status of the tendering entity.

7) **Section 28(2)(f), and 52.5.13: Joint Ventures (JV)**

Each party of a JV must submit separate Tax Compliance Status PINs. Unless otherwise stated, the requirements for a single entity submission in terms of documentation requirements, will apply to each member of a JV making a submission.

As proof that a JV has been formalised, or that the parties to the JV agree to formalise the JV should they be successful in being recommended for the award of this tender, Tenderers are referred to **Returnable Form: Joint Venture Agreements**.

8) **Section 49.1.2: Complaints and Objections (Appeals)**

A non-refundable tariff, as per the approved Council tariffs, is payable by the Complainant to the Municipality. Proof of the payment of the Fee must be attached to the complaint.

CIDB

Regulation 25(8)

- 9) It should be noted that this contract, unless otherwise stated, 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.

Tenderers are referred to **CIDB Inform Practice Note #32: "Application of the Potentially Emerging (PE) Status"**.

B.U.I.L.D. Programme

- 10) A programme to accelerate transformation in the construction industry, increase the capacity of the construction industry to deliver infrastructure and support the growth of emerging contractors, was launched on 14 March 2024 by the Deputy Minister of Public Works and Infrastructure and the Construction Industry Development Board.

Details of the B.U.I.L.D. Programme were published in a Government Gazette in 2020 (GG 43726) and B.U.I.L.D. has gradually been phased in at various levels of government and the private sector. The CIDB, a public entity with the mandate to promote improved performance in construction, oversees the programme and manages the B.U.I.L.D Fund.

The B.U.I.L.D programme determines that public sector entities which implement construction projects, that meet certain minimum requirements, must include developmental goals to the deliverables defined in the tenders. If applicable, Contractors are required to include these goals in the plans and pricing when they submit their tender bids.

11) CIDB Work Classification Selection

Tenderers are required to select the class of work being tendered for from the below schedule (rates submitted should be for that CIDB class selected):

Class Code	Class of Works	Tick applicable	Contractor Grade
GB	General Building		
EB	Electrical Engineering Works - Buildings		
ME	Mechanical Engineering		
SI	Lifts, escalators and travellers		

INITIAL:

T1.1.3: INFORMATION REGARDING THE ETHEKWINI JDE SYSTEM

This Part (T1.1.2) is for information purposes only.

Compliance requirements are stated in Part T1.2: Tender Data.

1) General

eThekwini Municipality Bids, Tenders and Quotations (hereafter referred to as Tenders) are going to be submitted using the JDE System.

This JDE System will be used for:

- Viewing of available (open) Tenders,
- Downloading procurement documentation for Tenders,
- Uploading completed and signed Tender documentation,
- Completion and submission of Tenders electronically,
- Viewing the Tender opening schedule.

2) Registrations

To be granted access to the **JDE System** prospective service providers must be registered on the **National Treasury's Central Supplier Database (CSD)**, the **eThekwini Municipality Supplier Portal**, and the **eThekwini Municipality JDE System**.

National Treasury: Central Supplier Database

- Registration can be made on <https://secure.csd.gov.za> .
- Service Providers will be issued a "MAAA" number when registered.

eThekwini Municipality Supplier Portal

- Registration can be made on <https://www.durban.gov.za> by following these links:
>Business >Supply Chain Management (SCM) >Accredited Supplier & Contractor Database.

eThekwini Municipality JDE System

- Service providers requiring access must send an email to supplier.selfservice@durban.gov.za
A copy of the **Director's ID** is required:
- On receipt of this email, the Procurement and Supply Chain Management (P&SCM) Directorate will respond with the login credentials and a link to the **JDE System**.

3) Assistance with using the JDE System

The following P&SCM Official(s) can be contacted in connection with the use of the **JDE System**:

General Queries:

- Lindo Dlamini Tel: 031 322 7153 or 031 322 7133
 Email: supplier.selfservice@durban.gov.za

Technical Queries:

- Jabulani Chauke Tel: 031 322 9535
 Email: Jabulani.Chauke@durban.gov.za

4) Viewing of available tenders

By following link <https://rfq.durban.gov.za/jde/E1Menu.maf> prospective Service Providers will be able to view available (open) Tender opportunities without signing into the system. However, Service Providers will not be able to respond to a Tender without being signed into the system using a JDE User ID and Password.

5) Tender documentation

By accessing the **JDE System** (using <https://rfq.durban.gov.za/>) and viewing any available Tenders, prospective Service Providers will be able to download the relevant Tender documentation.

The Tender documentation consists of the **TENDER** and **CONTRACT Parts**, as described in the INDEX, and will include any drawings and other information (if applicable). Referred to, or included in the documentation, are the **Standard Conditions of Tender (and associated Tender Data)**, and the **Conditions of Contract (and associated Contract Data)** which will govern the tendering and contract processes respectively.

6) Submission of tender offers

Reference is to be made to the **Tender Data: C.2.13** that specifies compliance requirements.

Should the **Tender Offer** be required in “**hard copy**” format, the submission is to be delivered to the Delivery Location as stated in the **Tender Data**.

In addition to the above, **Tender Offers are also to be SUBMITTED ELECTRONICALLY** (uploaded) on the eThekweni Municipality JDE System (Supplier Self Service (JDE-ESP) Module). Notwithstanding the **electronic submission**, a tender offer will only be deemed valid if the “hard copy” submission has been made. The “hard copy” submission will be deemed to be the ruling version.

Bidders are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time, as stated in the **Tender Data: C.2.15**.

7) Viewing the Tender opening schedule

Users on the **JDE System** will be able to view the **Tender Opening Schedule** for each closed Tender. The tender opening schedule will also be made available on the eThekweni Municipal website at URL: <https://www.durban.gov.za/pages/business/publication-of-received-bids>

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 C** of the CIDB Standard for Uniformity in Construction Procurement as published in Government Gazette No 42622, Board Notice 423 of 8 August 2019, as duplicated below.

The Standard Conditions of Tender make several references to the **Tender Data** for details that apply specifically to this tender. The **Tender Data** (T1.2.2) shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Annex C

Standard Conditions of Tender

C.1	General	
C.1.1	Actions	
C.1.1.1	The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.	2) <i>Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.</i>
C.1.1.2	The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.	C.1.1.3 The employer shall not seek, and a tenderer shall not submit a tender, without having a firm intention and the capacity to proceed with the contract.
		C.1.2 Tender Documents
		The documents issued by the employer for the purpose of a tender offer are listed in the Tender Data .
		C.1.3 Interpretation
		C.1.3.1 The Tender Data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
		C.1.3.2 These conditions of tender, the Tender Data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.
	<i>Note:</i> 1) <i>A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.</i>	

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional **discounts** it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the **Tender Data**.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure;

- c) no acceptable tenders are received;
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the *original* tender invitation was advertised.

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the **Tender Data**, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the **Tender Data** require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the **Tender Data** shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or

distort competition or have a discriminatory effect.	which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.
C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.	C.2.2 Cost of tendering
C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.	C.2.2.1 Accept that, unless otherwise stated in the Tender Data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
C.1.6.3 Proposal procedure using the two stage-system	C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.
C.1.6.3.1 Option 1	C.2.3 Check documents
Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the Tender Data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.	Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
C.1.6.3.2 Option 2	C.2.4 Confidentiality and copyright of documents
C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.	Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage, in terms of the method of evaluation stated in the Tender Data, and award the contract in terms of these conditions of tender.	C.2.5 Reference documents
C.2 Tenderer's obligations	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
C.2.1 Eligibility	C.2.6 Acknowledge addenda
C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the Tender Data and the tenderer, or any of his principals, is not under any restriction to do business with employer.	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the Tender Data, in order to take the addenda into account.
C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria	

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the **Tender Data**.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the **Tender Data**.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the **Contract Data**. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the **Tender Data**.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the **Contract Data**.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the **Tender Data**. The conditions of contract identified in the **Contract Data** may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the

tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the **Tender Data**, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the **Tender Data** or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the **Contract Data** and described in the scope of works, unless stated otherwise in the **Tender Data**.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the **Tender Data**, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the **Tender Data**. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the Tender Data , as well as the tenderer's name and contact address.	the requirements of these conditions of tender apply equally to the extended deadline.
C.2.13.6 Where a two-envelope system is required in terms of the Tender Data , place and seal the returnable documents listed in the Tender Data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the Tender Data , as well as the tenderer's name and contact address.	C.2.16 Tender offer validity
C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the Tender Data .	C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the Tender Data after the closing time stated in the Tender Data .
C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.	C.2.16.2 If requested by the employer, consider extending the validity period stated in the Tender Data for an agreed additional period with or without any conditions attached to such extension.
C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the Tender Data .	C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
C.2.14 Information and data to be completed in all respects Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.	C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".
C.2.15 Closing time	C.2.17 Clarification of tender offer after submission
C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the Tender Data not later than the closing time stated in the Tender Data . Accept that proof of posting shall not be accepted as proof of delivery.	Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
C.2.15.2 Accept that, if the employer extends the closing time stated in the Tender Data for any reason,	<i>Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.</i>
	C.2.18 Provide other material
	C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including

notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.	
C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.	
C.2.19 Inspections, tests and analysis Provide access during working hours to premises for inspections, tests and analysis as provided for in the <i>Tender Data</i>.	C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence: a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements; b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.
C.2.20 Submit securities, bonds and policies If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the <i>Contract Data</i>.	C.3.2 Issue Addenda If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the <i>Tender Data</i>. If, as a result a tenderer applies for an extension to the closing time stated in the <i>Tender Data</i>, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.
C.2.21 Check final draft Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.	C.3.3 Return late tender offers Return tender offers received after the closing time stated in the <i>Tender Data</i>, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
C.2.22 Return of other tender documents If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the <i>Tender Data</i>. C.2.23 Certificates Include in the tender submission or provide the employer with any certificates as stated in the <i>Tender Data</i>.	C.3.4 Opening of tender submissions C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the <i>Tender Data</i>. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
C.3 The employer's undertakings C.3.1 Respond to requests from the tenderer C.3.1.1 Unless otherwise stated in the <i>Tender Data</i>, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the <i>Tender Data</i> and notify all tenderers who collected tender documents.	C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the <i>Tender Data</i>, the name

	of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.		
C.3.4.3	Make available the record outlined in C.3.4.2 to all interested persons upon request.		
C.3.5	Two-envelope system		
C.3.5.1	Where stated in the Tender Data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the Tender Data and announce the name of each tenderer whose technical proposal is opened.	C.3.8.1	Determine, after opening and before detailed evaluation, whether each tender offer properly received: a) complies with the requirements of these Conditions of Tender, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents.
C.3.5.2	Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the Tender Data , and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.	C.3.8.2	A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
C.3.6	Non-disclosure Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.	C.3.9	Arithmetical errors, omissions and discrepancies
C.3.7	Grounds for rejection and disqualification Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.	C.3.9.1	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
C.3.8	Test for responsiveness	C.3.9.2	Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: (i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or (ii) the summation of the prices.
		C.3.9.3	Notify the tenderer of all errors or omissions that are identified in the tender offer and either

confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the **Tender Data** associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report .

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the **Tender Data**.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the **Contract Data**, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the **Tender Data**; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the **Tender Data** of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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.

C.1: GENERAL

C.1.1 The employer:

The Employer for this Contract is the **eThekwini Municipality** as represented by:

Deputy Head: Architecture

C.1.2 Tender documents:

The Tender Documents issued by the Employer comprise:

- 1) The Procurement Document, comprising of the PARTS as listed in the "INDEX" on page 1.
- 2) EXCEL Bill of Quantities file will be issued for ease of pricing. Tenderer is still to refer to pdf to ensure that there are no omissions.
- 3) **Drawings**, issued separately from this document, or bound in Section C3.4: "Particular Specifications".

Electronically downloaded documentation is obtainable from the National Treasury's **eTenders Website** and/ or the **eThekwini Municipality Website** at URL:

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

Tenderers are to regularly check both web sites for the downloadable documentation.

C.1.4 Communication and employer's agent:

The Employer's Agent is:

Name: **Mxolisi Myeza**

Tel: **031 - 311 7856**

eMail: **Mxolisi.Myeza@durban.gov.za**

The Employer's Agent's Representative is:

Name: **Nokuthula Mokoape**

Tel: **031 – 311 7492**

eMail: **Nokuthula.Mokoape@durban.gov.za**

The Tenderer's contact details, as indicated on **Returnable Document "Compulsory Enterprise Questionnaire"**, shall be deemed as the only valid contact details for the Tenderer for use in communications between the Employer's Agent and the Tenderer during tender evaluation.

C.1.6 Procurement procedures:

The following Sections of the **Standard Conditions of Tender** are not applicable to this tender:

- **C.1.6.2: Competitive negotiation procedure**, and
- **C.1.6.3: Proposal procedure using the two-stage system**.

C.1.6.2 Procurement procedures: (NOT APPLICABLE)

The competitive negotiation procedure shall be applied. (NOT APPLICABLE)

C.2: TENDERER'S OBLIGATIONS

C.2.1 Eligibility:

Entities may only submit one (1) tender offer, either as a single tendering entity or as a partner of a joint venture. Should a tendering entity submit more than one (1) tender, **all** submissions by that tendering entity, including submissions where the entity is a partner of a joint venture, will be deemed not to be eligible.

C.2.1.1 Eligibility: General

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

- (a) In the event of a Compulsory Clarification Meeting:
 - i) the Tenderer fails to attend the Compulsory Clarification Meeting, or
 - ii) the Tenderer fails to have **Returnable Document "Certificate of Attendance at Clarification Meeting / Site Inspection"** signed by the Employer's Agent or their representative at the meeting.
- (b) At the time of tender closing, the Tenderer is not registered on the **National Treasury Central Supplier Database (CSD)** and the **eThekweni Municipality Supplier Portal**. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers are to reference **Returnable Document "Compulsory Enterprise Questionnaire"** (section 1.5) and **Returnable Document "CSD Registration Report"**.
- (c) In the case of Joint Venture (JV) submissions, two or more JV entities have common directors/ shareholders or common entities tendering for the same works.
- (d) The following documentation is not completed in full, signed, and returned with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive.**
 - T2.2.1: Compulsory Enterprise Questionnaire.
 - T2.2.5: MBD 4: Declaration of Interest.
 - T2.2.6: MBD 5: Declaration for Procurement Above R10 Million.
 - T2.2.8: MBD 8: Declaration of Bidder's Past SCM Practices.
 - T2.2.9: MBD 9: Certificate of Independent Bid Determination.
 - T2.2.10: Declaration of Municipal Fees
- (e) The certificates listed in the **Tender Data: C.2.23: Certificates** are to be included with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive.**
 - T2.2.1: SARS Tax Compliance Status - PIN Issued (submitted with the Compulsory Enterprise Questionnaire).
 - T2.2.12: Central Supplier Database (CSD) Report.
 - T2.2.13: CIDB Registration and Status.

C.2.1.2 Eligibility: CIDB

Tenderers are to reference the provisions of **Tender Data: C.2.23 "Certificates**, and **Returnable Document "Verification of CIDB Registration and Status"** with respect to CIDB registration.

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 **GB/EB/ME/SI** class of construction work, are eligible to have their tenders evaluated.

C.2.2.2 The cost of the tender documents:

“Documents are to be downloaded, free of charge, from the **National Treasury’s eTenders website** or the **eThekwini Municipality’s Website**.”

C.2.5 Reference documents:

Tenderers are to obtain their own copies of:

- 1) The **Conditions of Contract** identified in Section C1.2.1.1.
Tenderers/ Contractors are required to obtain their own copies.
- 2) The **Specifications** identified in Section C3.3.1.
Tenderers/ Contractors are required to obtain their own copies.
- 3) The following acts, regulations, policies, and standards referred to in this document, including but not limited to:
 - The Employer’s Supply Chain Management Policy (as at advertising date).
 - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
 - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013 as amended).
 - The Preferential Procurement Policy Framework Act (PPPFA), and the PPPFA Regulations (November 2022).
 - The Amended Construction Sector Code (Government Gazette No.41287) applicable to B-BBEE compliance measurement.
 - CIDB Standard for Developing Skills Through Infrastructure Contracts, published in Gazette Notice No. 48491 of 28 April 2023.
 - CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, published in Gazette Notice No. 36190 of 25 February 2013.
 - Any other eThekwini Policy documents referenced in the Tender Documents.

C.2.6 Acknowledge addenda:

Add the following paragraphs:

“Addenda will be published on the **eThekwini Municipality website** as stated in **Tender Data: C.1.2**. Tenderers are to ensure that this 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 will result in the tender submission being made non-responsive.

C.2.7 Clarification meeting:

Clarification Meeting Type: [Compulsory Clarification Meeting](#)

27/07/2026

All emailed queries are to be submitted to the **Employer's Agent's Representative** (refer to C.1.4). Emailed questions and answers will be consolidated and posted on the eTenders/Municipal website for the benefit of all tenderers by 2026/08/13.

In the event of a Compulsory Clarification Meeting the Tenderer's representative(s) must be able to clearly convey the discussions at the meeting to the person(s) responsible for compiling the entity's tender offer.

If an attendance register is applicable, Tenderers must sign the attendance register and provide the name of the tendering entity.

Tenderers are referred to Clause C.2.1.1(a).

C.2.10.2 Pricing the tender offer:

The following is to be noted in terms of Tenderers being **VAT Registered**, or being a **Non-VAT Vendor** (ie. not VAT registered).

If the Tenderer is **VAT registered**, the Tenderer's Rates in the Bill of Quantities (BoQ) are to exclude VAT. VAT is to be shown separately on the BoQ summary page, and on the Form of Offer (Part C1.1.1).

If the Tenderer is a **Non-VAT Vendor**, the Tenderer's Rates in the Bill of Quantities are to include VAT. VAT is not to be shown separately on the BoQ summary page, or on the Form of Offer (Part C1.1.1). VAT will not be added to, or deducted from, rates or prices submitted from **Non-VAT Vendors**. The tendered priced will be deemed to include all VAT, taxes, and any applicable excise duties.

Tenderers are to refer to Part C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS prior to pricing the tender offer.

C.2.12 Alternative tender offers:

No alternative tender offers will be considered.

C.2.13 Submitting a tender offer:

The signed Tender Offer ("hard copy") is to be sealed in an envelope, addressed to the City Manager, marked with the **identification details** and be delivered to the **delivery address**, both as stated below.

The **Tender Offer** (hard copy) is to be delivered to the following **delivery address**:
[the Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban](#)

Identification details to be shown on the hard copy package are:

- Contract No. : **36585-1B**
- Contract Title : Integrated Infrastructure Maintenance And Construction For Buildings, Facilities and Engineering Systems Works For 36 Months.

Tender Offers are also to be **SUBMITTED ELECTRONICALLY** (uploaded) on the eThekweni Municipality **JDE System** (Supplier Self Service (ESP Module)). For information pertaining to the JDE System, Tenderers are referred to **Section T1.1.2**.

Notwithstanding the **electronic submission**, a tender offer will only be deemed valid if the "hard

copy" submission has been made. The "hard copy" submission will be the governing submission.

The Tender documentation, issued by the eThekweni Municipality (refer to **Tender Data: C.1.2**), is to be printed in its entirety. Printing should be done on white A4 paper, with printing on only one side of the paper. (It is suggested that the Tender documentation is not stapled, or punched for filing, prior to scanning, as this could affect the scanning process.)

After completion and signature (using **BLACK INK**), the entire Tender document is to be scanned to a single PDF (Portable Document Format) document, at a resolution of 300 DPI (dots per inch). The PDF document is to be uploaded via the (Tender specific) upload option on the JDE System (ESP Module). Tenderers are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time (**Tender Data: C.2.15**).

Tender Offer delivery, and the electronic submission on the JDE System, are both to be completed on or before the closing date/ time stated in the **Tender Data: C.2.15**.

The submission of Tender Offers via any means other than that stated above will not be accepted, and those that are will be deemed invalid.

C.2.15 Closing date and time:

The closing time is:

- **Date : Friday, 21 August 2026**
- **Time : 11h00**

The **delivery of the hard copy AND** the completion of the requirements on the **JDE System (ESP Module)** are to be completed prior to the Tender **closing date and time** as stated above. Any Tender Offer submitted thereafter will not be considered.

C.2.16 Tender offer validity:

The Tender Offer validity period is **120 Days** (original validity period) from the closing date for submission of tenders.

In terms of the SCM Policy (CI.21.2) tenders must remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the Municipality is notified in writing of anything to the contrary by the tenderer.

The eThekweni Municipality reserves the right to request confirmation from Tenderers of tender validity at any time during the twelve (12) month period.

C.2.23 Certificates:

Refer to **T2.1: "List of Returnable Documents"** 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 a printout of the required documents/ certificates at the back of their tender submission.

1) SARS Tax Compliance Status – PIN Issued

Reference is to be made to **Returnable Document "Compulsory Enterprise Questionnaire"** which requires the "SARS Tax Compliance Status – PIN Issued" to be included with this returnable document.

2) Central Supplier Database (CSD)

Reference is to be made to **Returnable Document “CSD Registration Report”**.

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

Separate **CSD Registration Reports** are required for each party to a Joint Venture.

The date of obtaining the CSD printout is to be indicated on the printout and should be on or after the date of advertising of this tender.

3) CIDB Registration (if applicable)

Reference is to be made to **Returnable Document “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://portal.cidb.org.za/RegisterOfContractors/>).

Separate **CIDB Registration printouts** are required for each party to a Joint Venture.

The **Joint Venture Grading Designation Calculator** printout should be included when making a submission as a Joint Venture:

(<https://registers.cidb.org.za/PublicContractors/JVGradingDesignationCalc>)

The date of obtaining the CIDB printout(s) is to be indicated on the printout and should be on or after the date of advertising of this tender. The Tenderer's registration with the CIDB must be reflected as “Active” as at the date of tender closing.

Failure to comply with 1), 2), and 3) above will result in the tender offer being deemed non-responsive.

4) B-BBEE Status Level of Contribution Certificate

Tenderers are referred to **Returnable Document “MBD 6.1: Preference Points Claim”** for the B-BBEE Certificate requirements. **Notwithstanding the completion of Returnable Document “MBD 6.1: Preference Points Claim”, should a B-BBEE Status Level of Contribution Certificate not be returned no points for Preferential Procurement will be deemed to have been claimed.**

Any B-BBEE Certificate where the entity has been assessed using **Generic Codes** will not be accepted.

C.3: THE EMPLOYER'S UNDERTAKINGS

C.3.1.1 Respond to requests from the tenderer:

Replace the words “five working days” with “three working days”.

C.3.2 Issue addenda:

Add the following paragraph:

“Addenda will be published on the National Treasury’s **eTenders-Website** and/ or the **eThekwini Municipality Website**.” (Refer to **Tender Data: C.1.2**).

C.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 P&SCM Boardroom, 6th Floor, (Municipal Building), 166 KE Masinga Road, Durban.

The tender opening schedule will also be made available on the eThekwini Municipal website at URL: <https://www.durban.gov.za/pages/business/publication-of-received-bids>

C.3.9 Arithmetical errors, omissions and discrepancies:

Add the following Clause:

“C.3.9.5 Reject a tender offer if the Tenderer does not accept the correction of the arithmetical error in the manner described in C.3.9.4.”

Any interactions between the Tenderer and the Employer in terms of this clause will be conducted through the Employer’s Agent (or Representative) as identified in **Tender Data C.1.4**.

C.3.11 Evaluation of Tender Offers:

Eligibility

Tenders will be checked for compliance with the ELIGIBILITY requirements, as specified in the **Tender Data: C.2.1**. Tenders not in compliance will be deemed non-responsive.

Functionality

FUNCTIONALITY will be used in the evaluation of tenders.

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 **Part T1.2.3: Additional Conditions of Tender**.

Preference Point System

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE**, in accordance with the Employer’s **SCM Policy: Section 52: Preferential Procurement**.

The **80/20** preference points system, for requirements with a Rand value of up to R50,000,000 (all applicable taxes included), will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified below.

The **90/10** preference points system, for requirements with a Rand value above R50,000,000 (all applicable taxes included), will be applied. The Formula used to calculate the **Price Points (max. 90)** will be according to that specified below.

It is unclear (at the time of advertising) which of the two preference point systems applies, either the **80/20 or 90/10** preference point system will apply, determined by the price offered by the lowest acceptable tender.

Price Points

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

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

80/20 Procurement System

or

90/10 Procurement System

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

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

Where: P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

Preference Points

Reference is to be made to **Returnable Form: MBD 6.1: Preference Points Claim**.

Broad-Based Black Economic Empowerment (SCM Policy Section 52.5)

The provisions of the SCM Policy: **Section 52.5: Broad-Based Black Economic Empowerment** shall apply. Reference is to be made to **Returnable Form: MBD 6.1: Preference Points Claim**.

Preference Points will be derived from points claimed for their B-BBEE Status Level of Contributor, as indicated on their B-BBEE Status Level Verification Certificates, on **Returnable Form: T2.2.6: MBD 6.1**, in accordance with the table below.

80/20 Preference Points System (maximum Preference Points: 20)				
B-BBEE Level Contributor	Preference Points		B-BBEE Level Contributor	Preference Points
1	20		5	8
2	18		6	6
3	14		7	4
4	12		8	2
Non-Compliant: 0				

90/10 Preference Points System (maximum Preference Points: 10)				
B-BBEE Level Contributor	Preference Points		B-BBEE Level Contributor	Preference Points
1	10		5	4
2	9		6	3
3	7		7	2
4	6		8	1
Non-Compliant: 0				

C.3.13 Acceptance of tender offer:

In addition to the requirements of **Tender Data: C.3.13** of the **Standard Conditions of Tender**, tender offers will only be accepted if:

- (a) The Tenderer's municipal rates and taxes are not in arrears, or they have made arrangements to meet outstanding municipal fee obligations.
- (b) The Tenderer's tax compliance status has been verified, or they have made arrangements to meet outstanding tax obligations.
- (c) If applicable, the Tenderer is **registered**, and **"Active"**, with the **Construction Industry**

Development Board in an appropriate contractor grading designation.

- (d) The Tenderer or any of its directors/ shareholders are **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.
- (e) The Tenderer has not:
 - i) Abused the Employer's Supply Chain Management System; or
 - ii) Failed to perform on any previous contract and has been given a written notice to this effect.
- (f) 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**.
- (g) Will not accept rates for Bills of Quantities where tenderer has not selected the class of work as per the Notes to Tenderer's 11) CIDB Work Classification Selection.

(h)

The Municipality does not bind itself to accept the lowest, unrealistic, non-market related tender offers. 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.

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

C.3.15 Complete adjudicator's contract:

Refer to the **Conditions of Contract** and the **Contract Data**.

C.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 referred to the requirements as stated in the **Tender Data: C.2.13**.

T1.2.3 ADDITIONAL CONDITIONS OF TENDER

T1.2.3.1 Complaints and Objections (Appeals)

Reference is to be made to Clause 49 of the eThekweni Supply Chain Management Policy.

In terms of Section 49 of the EtheKwini SCM Policy any person aggrieved by decisions taken in the implementation of the SCM System may lodge, within 14 days of notification thereof, a written objection against the decision. The objection with regard to the decision is to be directed to:

The City Manager
Attention Ms S. Pillay eMail: Simone.Pillay@durban.gov.za
P O Box 1394
DURBAN
4000

Any objection will only be processed upon receipt of a non-refundable administration fee of **R6,131.00** (including VAT), as stipulated in the municipality's SCM Policy approved on 30/09/2025 as well as the municipal budget for the financial year 2026/27. An objection will only be considered upon receipt of proof of payment of this fee which must be paid into the following bank account as a real-time payment:

EThekweni Metropolitan Municipality
First National Bank (FNB)
Account Number: 631-6574-6331
Reference Number: **36585-1B**

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:

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

T1.2.3.4 Functionality Specification

Functionality Evaluation is applicable to this tender.

The following data (C.3.11.9) is used by Architecture Division.

The value of W₂ is 100. The Functionality criteria (and sub criteria if applicable) and maximum score in respect of each of the criteria are as follows:

Grading 3GB

Functionality Criteria / Sub Criteria for 3GB		Maximum Points Score
Experience of Tenderer's past projects		50
Project Organogram and Experience of Key Staff	Contracts Manager	20
	Site Agent	15
	Foremen	5
Construction Methodology & Quality Control		10
Maximum possible score for Functionality (M_s)		100

Grading 4GB to 6GB

Functionality Criteria / Sub Criteria for 4 to 6GB		Maximum Points Score
Experience of Tenderer's past projects		40
Project Organogram and Experience of Key Staff	Contracts Manager	20
	Site Agent/Project Manager	15
	Foremen	5
	Quantity Surveyor	10
Construction Methodology & Quality Control		10
Maximum possible score for Functionality (M_s)		100

Grading 7GB to 9GB

Functionality Criteria / Sub Criteria for 7 to 9GB		Maximum Points Score
Experience of Tenderer's past projects		25
Project Organogram and Experience of Key Staff	Contracts Manager	20
	Site Agent/Project Manager	15
	Foremen	5
	Quantity Surveyor	10
Construction Methodology & Quality Control		10
Submission and provision of a valid ISO9001 accreditation certificate..		15
Maximum possible score for Functionality (M_s)		100

Grading 3EB

Functionality Criteria / Sub Criteria for 3EB		Maximum Points Score
Experience of Tenderer's past projects		40
Project Organogram and Experience of Key Staff	Contracts Manager	20
	Master Installation Electrician registered with Department of Labour	15
	Registered Installation Electrician registered with Department of Labour	10
	Trade Tested Electrical Artisan	5
Construction Methodology & Quality Control		10
Maximum possible score for Functionality (M_s)		100

Grading 4EB to 6EB

Functionality Criteria / Sub Criteria for 4EB to 6EB		Maximum Points Score
Experience of Tenderer's past projects		40
Project Organogram and Experience of Key Staff	Contracts Manager	20
	Master Installation Electrician registered with Department of Labour	15
	Registered Installation Electrician registered with Department of Labour	10
	Trade Tested Electrical Artisan	5
Construction Methodology & Quality Control		10
Maximum possible score for Functionality (M_s)		100

Grading 7EB to 9EB

Functionality Criteria / Sub Criteria for 7EB to 9EB		Maximum Points Score
Experience of Tenderer's past projects		25
Project Organogram and Experience of Key Staff	Contracts Manager	20
	Master Installation Electrician registered with Department of Labour	15
	Registered Installation Electrician registered with Department of Labour	10
	Trade Tested Electrical Artisan	5
Construction Methodology & Quality Control		10
Submission and provision of a valid ISO9001 accreditation certificate..		15
Maximum possible score for Functionality (M_s)		100

Grading 3ME

Functionality Criteria / Sub Criteria for 3ME		Maximum Points Score
Experience of Tenderer's past projects		40
Project Organogram and Experience of Key Staff	Contracts Manager	20
	Traded Tested Refrigeration Mechanician/Mechanic (Commercial/Industrial) registered with SAQCC Gas and the SARACCA under the Category B: B6 or B8	20
	Refrigeration Trade Tested Artisan	10
Construction Methodology & Quality Control		10
Maximum possible score for Functionality (M_s)		100

Grading 4ME to 6ME

Functionality Criteria / Sub Criteria for 4ME to 6ME		Maximum Points Score
Experience of Tenderer's past projects		40
Project Organogram and Experience of Key Staff	Contracts Manager	20
	Traded Tested Refrigeration Mechanician/Mechanic (Commercial/Industrial) registered with SAQCC Gas and the SARACCA under the Category B: B6 or B8	20
	Refrigeration Trade Tested Artisan	10
Construction Methodology & Quality Control		10
Maximum possible score for Functionality (M_s)		100

Grading 7ME to 9ME

Functionality Criteria / Sub Criteria for ME		Maximum Points Score
Experience of Tenderer's past projects		25
Project Organogram and Experience of Key Staff	Contracts Manager	20
	Traded Tested Refrigeration Mechanician/Mechanic (Commercial/Industrial) registered with SAQCC Gas under the Category B: B6 or B8	20
	Refrigeration Trade Tested Artisan	10
Construction Methodology & Quality Control		10
Submission and provision of a valid ISO9001 accreditation certificate..		15
Maximum possible score for Functionality (M_s)		100

Grading 4SI and above

Functionality Criteria / Sub Criteria for SI		Maximum Points Score
Experience of Tenderer's past projects		40
Project Organogram and Experience of Key Staff	Contracts Manager	20
	Field Engineer	20
	Lift Technician/ Artisan	10
Construction Methodology & Quality Control		10
Maximum possible score for Functionality (M_s)		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 T2.2: Returnable Schedules:

Functionality Criteria	Returnable Schedules
Experience of Tenderer's Past Projects	Experience of Tenderer
Proposed Organization and Experience of Key Staff	- Proposed Organization and Staffing - Key Personnel - CVs with Experience of Key Personnel
Construction Methodology & Quality Control	Construction Methodology & Quality Control and

For grade 7 to 9, provision of a valid ISO9001 accreditation certificate	• ISO9001 accreditation certificate for grades 7 to 9
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Unless otherwise stated, evaluation criteria will be adjudicated with respect to the contract specific Scope of Work, as specified in C.3. In this regard the following definitions apply to the evaluation criteria prompts for judgement:

- **“successfully completed”** implies a project has been completed on time and to specification;
- **“similar nature”** implies projects are of a value of at least 50% of tenderer’s **upper** limit CIDB grading;
- **“experience”** implies experience on projects of a similar nature;
- **“accredited degree / diploma”** implies a minimum 3 year qualification within the built environment, from a registered University or Institute of Technology.

GB Criterion: Tenderer’s Experience	
Notes: Projects of a “Similar Nature” are defined as a project with comparable scope of work in terms of technical requirements and operations	
“Successfully completed” implies a project that has been completed on time and to specification	
Note: Projects which are submitted without Letter of Award and Signed Final Completion Certificates, Signed Final Payment Certificate, at Tender, will not be considered	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	To have successfully completed <u>2 project</u> of a similar nature within the past 10 years.
Level 2	To have successfully completed <u>3 projects</u> of a similar nature within the past 10 years.
Level 3	To have successfully completed (i.e. on time and to specification) <u>6 projects</u> of a similar nature within the past 10 years.
Level 4	To have successfully completed (i.e. on time and to specification) <u>9 projects</u> of a similar nature within the past 10 years.
Level 5	To have successfully completed (i.e. on time and to specification) <u>10 + projects</u> of a similar nature within the past 10 years.

For this specific framework contract, projects of a similar nature are as follows:

- Offices, Libraries, Museums, Art Galleries, Taxi ranks, Fire stations, Schools, Multi-level residential developments, Clinics, Hospitals, Laboratories, Multi-purpose buildings, Halls, Malls, Shopping Centres, Warehouses, Auto-hubs, Showrooms, guardhouses, ablution facilities, social housing developments, electrical sub-stations, etc.
- Projects of Similar nature will be considered for projects which fall under general building (new builds, alterations and additions, renovations to heritage facilities), which comprise of scopes of work including but not limited to; earthworks and foundation, brickwork, concrete, formwork, structural steelwork, shopfronts, glazing, multi-storey construction, electrical installation and reticulation, mechanical installation and reticulation.
- Excluding RDP housing developments only.

Criterion: Project Organogram and Experience of Key Staff			
Note: Projects of a similar nature that will be considered shall be as follows: - Offices, Libraries, Museums, Art Galleries, Taxi ranks, Fire stations, Schools, Multi-level residential developments, Clinics, Hospitals, Laboratories, Multi-purpose buildings, Halls, Malls, Shopping Centres, Warehouses, Auto-hubs, Showrooms, guardhouses, ablution facilities, social housing developments, electrical sub-stations, etc. - Projects of Similar nature will be considered for projects which fall under general building, which comprise of scopes of work including but not limited to; earthworks and foundation, brickwork, concrete, formwork, structural steelwork, shopfronts, glazing, multi-storey construction, electrical installation and reticulation, mechanical installation and reticulation. - Excluding RDP housing developments only.			
	CONTRACTS MANAGER	SITE AGENT	FOREMAN
Level 0	No information provided OR submission of no substance / irrelevant information provided	No information provided OR submission of no substance / irrelevant information provided	No information provided OR submission of no substance / irrelevant information provided
Level 1	Contracts Manager: relevant accredited diploma/degree and 1 year relevant experience on a project of a similar nature.	Site Agent: relevant accredited diploma/degree and 1 year relevant experience on a project of a similar nature.	Foreman: minimum 1 year's relevant experience on projects of a similar nature.
Level 2	Contracts Manager: a relevant accredited diploma/degree and 2 years relevant experience on projects of a similar nature.	Site Agent: a relevant accredited diploma/degree and 2 year's relevant experience on projects of a similar nature.	Foreman: minimum 2 years relevant experience on projects of a similar nature.
Level 3	Contracts Manager: a relevant accredited diploma/degree and 4 years relevant experience on projects of a similar nature.	Site Agent: a relevant accredited diploma/degree and 4 year's relevant experience on projects of a similar nature.	Foreman: minimum 4 years relevant experience on projects of a similar nature.
Level 4	Contracts Manager: a relevant accredited diploma/degree and minimum 7 years relevant experience on projects of a similar nature.	Site Agent : a relevant accredited diploma/degree and minimum 7 year's relevant experience on projects of a similar nature.	Foreman: minimum 7 years relevant experience on projects of a similar nature and value.
Level 5	Contracts Manager: a relevant accredited diploma/degree and minimum 9 years relevant experience on projects of a similar nature.	Site Agent: a relevant accredited diploma/degree and minimum 9 years relevant experience on projects of a similar nature.	Foreman: minimum 9 years relevant experience on projects of a similar nature and value.

For this specific framework contract, qualification and projects of a similar nature are as follows:

- The qualification must be SAQA accredited.
 - The number of years deemed as relevant experience must be reflected on the CV and the projects listed must indicate the duration.

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

- **“successfully completed”** implies a project has been completed on time and to specification;
- **“similar nature”** implies projects are of a value of at least 50% of tender upper limit CIDB grading;
- **“experience”** implies experience on projects of a similar nature;
- **“accredited degree / diploma”** implies a minimum 3 year qualification within the built environment, from a registered University or Institute of Technology.

EB Criterion: Tenderer’s Experience	
Notes: Projects of a “Similar Nature” are defined as a project with comparable scope of work in terms of technical requirements and operations	
“Successfully completed” implies a project that has been completed on time and to specification	
Note: Projects which are submitted without Letter of Award and Signed Final Completion Certificates, Signed Final Payment Certificate, at Tender, will not be considered	
“Similar nature” refers to works pertaining to <u>Electrical Building Services</u>	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	To have successfully completed <u>2 project</u> of a similar nature within the past 10 years.
Level 2	To have successfully completed <u>3 projects</u> of a similar nature within the past 10 years.
Level 3	To have successfully completed (i.e. on time and to specification) <u>6 projects</u> of a similar nature within the past 10 years.
Level 4	To have successfully completed (i.e. on time and to specification) <u>9 projects</u> of a similar nature within the past 10 years.
Level 5	To have successfully completed (i.e. on time and to specification) <u>10 + projects</u> of a similar nature within the past 10 years.

For this specific project, projects of a similar nature are as follows:

- Low Voltage electrical systems ($\leq 1000V$). The systems to be considered during evaluation are, but not limited to, Electrical Distribution boards, panels, enclosures, switchgear, standby generator, uninterrupted power, system luminaires, lamps, trenching, cabling and cable accessories, wiring, wireways, light switches, switched socket outlets, power points, power-skirting, geyser spares, hydroboils, fans, hand dryers, photovoltaic, charge controllers, DC cabling, inverters, batteries, earthing and lightning protection systems and devices, sensors, energy efficiency, demand side management and etc.
- The above-mentioned systems, in terms of the scope, entails the maintenance repairs, minor alterations, electrical installation systems and improvements as well as breakdown callouts usually outside of normal working hours.

EB Criterion: Project Organogram and Experience of Key Staff

“Similar nature” refers to works pertaining Electrical Building Services

Low Voltage electrical systems ($\leq 1000V$). The systems to be considered during evaluation are, but not limited to, Electrical Distribution boards, panels, enclosures, switchgear, standby generator, uninterrupted power, system luminaires, lamps, trenching, cabling and cable accessories, wiring, wireways, light switches, switched socket outlets, power points, power-skirting, geyser spares, hydro boils, fans, hand dryers, photovoltaic, charge controllers, DC cabling, inverters, batteries, earthing and lightning protection systems and devices, sensors, energy efficiency, demand side management and etc.

The above-mentioned systems, in terms of the scope, entail maintenance repairs, minor alterations, electrical installation systems and improvements as well as breakdown callouts usually outside of normal working hours.

	CONTRACTS MANAGER	REGISTERED INSTALLATION ELECTRICIAN	TRADE TESTED ARTISAN
Level 0	No information provided OR submission of no substance / irrelevant information provided	No information provided OR submission of no substance / irrelevant information provided	No information provided OR submission of no substance / irrelevant information provided
Level 1	Contracts Manager: relevant accredited diploma/degree and 1 year relevant experience on a project of a similar nature.	Registered Installation Electrician: NTC 3 / Matric, Registered with Department of labour and minimum 1-year post certificate relevant experience on projects of a similar nature	Trade Tested Artisan: NTC 3 / Matric, Trade test certificate and minimum 1-year post certificate relevant experience on projects of a similar nature
Level 2	Contracts Manager: a relevant accredited diploma/degree and 2 years relevant experience on projects of a similar nature.	Registered Installation Electrician: NTC 3 / Matric, Registered with Department of labour and minimum 2 years post certificate relevant experience on projects of a similar nature	Trade Tested Artisan: NTC 3 / Matric, Trade test certificate and minimum 2 years post certificate relevant experience on projects of a similar nature
Level 3	Contracts Manager: a relevant accredited diploma/degree and 4 years relevant experience on projects of a similar nature.	Registered Installation Electrician: NTC 3 / Matric, Registered with Department of labour and minimum 4 years post certificate relevant experience on projects of a similar nature	Trade Tested Artisan: NTC 3 / Matric, Trade test certificate and minimum 4 years relevant experience on projects of a similar nature
Level 4	Contracts Manager: a relevant accredited diploma/degree and minimum 7 years relevant experience on projects of a similar nature.	Registered Installation Electrician: NTC 3 / Matric, Registered with Department of labour and minimum 7 years post certificate relevant experience on projects of a similar nature and value	Trade Tested Artisan: NTC 3 / Matric, Trade test certificate and minimum 7 years post certificate relevant experience on projects of a similar nature and value
Level 5	Contracts Manager: a relevant accredited diploma/degree and minimum 9 years relevant experience on projects of a similar nature.	Registered Installation Electrician: NTC 3 / Matric, Registered with Department of labour and minimum 9 years or higher post certificate relevant experience on projects of a similar nature and value	Trade Tested Artisan: NTC 3 / Matric, Trade test certificate and minimum 9 years or higher post certificate relevant experience on projects of a similar nature and value

For this specific framework contract, qualification and projects of a similar nature are as follows:

- The trade test certificated must be Quality Control for Trades and Occupations (QCTO) accredited.
- The number of years deemed as relevant experience must be reflected on the CV and the projects listed must indicate the duration.

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

- **“successfully completed”** implies a project has been completed on time and to specification;
- **“similar nature”** implies projects are of a value of at least 50% of tender upper limit CIDB respective grading;
- **“experience”** implies experience on projects of a similar nature;
- **“accredited degree / diploma”** implies a minimum 3 year qualification within the built environment, from a registered University or Institute of Technology

ME Criterion: Tenderer’s Experience	
Notes: Projects of a “Similar Nature” are defined as a project with comparable scope of work in terms of technical requirements and operations	
“Successfully completed” implies a project that has been completed on time and to specification	
Note: Projects which are submitted without Letter of Award and Signed Final Completion Certificates, Signed Final Payment Certificate, at Tender, will not be considered	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	To have successfully completed <u>2 project</u> of a similar nature within the past 10 years.
Level 2	To have successfully completed <u>3 projects</u> of a similar nature within the past 10 years.
Level 3	To have successfully completed (i.e. on time and to specification) <u>6 projects</u> of a similar nature within the past 10 years.
Level 4	To have successfully completed (i.e. on time and to specification) <u>9 projects</u> of a similar nature within the past 10 years.
Level 5	To have successfully completed (i.e. on time and to specification) <u>10 + projects</u> of a similar nature within the past 10 years.

For this specific project, projects of a similar nature are as follows:

Supply or Installation or Servicing or Repair or Retrofitting or Maintenance of HVAC&R equipment/systems including:

- Split air-conditioning
- Variable Refrigerant Flow (VRF/V) systems
- Roof-Top’s
- Ducted air conditioning
- Air-Cooled, water Cooled
- Air chiller
- Water chiller
- Fan coil
- Close Control
- Cold rooms
- Refrigeration systems or forced ventilation systems.

ME Criterion: Project Organogram and Experience of Key Staff

“Similar nature” refers to works pertaining Mechanical Building Services

Projects of a similar nature that will be considered shall be the Supply or Installation or Servicing or Repair or Retrofitting or Maintenance of HVAC&R equipment/systems including split air-conditioning units, VRV's, VRF'S, Roof-Top's, Ducted air conditioning, Air-Cooled, Water Cooled, Air chiller, Water chiller, Fan coil, Close Control, Cold rooms, Refrigeration systems or forced ventilation systems.

Work of a similar nature that will be considered shall be undertaking tasks, roles and/or activities on air-conditioning or refrigeration systems, including systems listed under projects of a similar nature.

	CONTRACTS MANAGER	REFRIGERATION MECHANICIAN / MECHANIC (COMMERCIAL/INDUSTRIAL)	ASSISTANT ARTISAN
Level 0	No information provided OR submission of no substance / irrelevant information provided	No information provided OR submission of no substance / irrelevant information provided	No information provided OR submission of no substance / irrelevant information provided
Level 1	Contracts Manager: relevant accredited diploma/degree and 1 year relevant experience on a project of a similar nature.	Refrigeration Mechanician/Mechanic: Refrigeration Mechanician/Mechanic Trade test certificate, active SAQCC B6/B8 gas licence <u>and</u> minimum 1 years post trade test experience on projects or work of a similar nature.	Assistance Artisan: Active SAQCC A/B gas licence, <u>and</u> minimum 1 years' experience on projects or work of a similar nature.
Level 2	Contracts Manager: a relevant accredited diploma/degree and 2 years relevant experience on projects of a similar nature.	Refrigeration Mechanician/Mechanic: Refrigeration Mechanician/Mechanic Trade test certificate, active SAQCC B6/B8 gas licence <u>and</u> minimum 2 years post trade test experience on projects or work of a similar nature.	Assistance Artisan: Active SAQCC A/B gas licence, <u>and</u> minimum 2 years' experience on projects or work of a similar nature
Level 3	Contracts Manager: a relevant accredited diploma/degree and 4 years relevant experience on projects of a similar nature.	Refrigeration Mechanician/Mechanic: Refrigeration Mechanician/Mechanic Trade test certificate, active SAQCC B6/B8 gas licence <u>and</u> minimum 4 years post trade test experience on projects or work of a similar nature.	Assistance Artisan: Active SAQCC A/B gas licence, <u>and</u> minimum 4 years' experience on projects or work of a similar nature
Level 4	Contracts Manager: a relevant accredited diploma/degree and minimum 7 years relevant experience on projects of a similar nature.	Refrigeration Mechanician/Mechanic: Refrigeration Mechanician/Mechanic Trade test certificate, active SAQCC B6/B8 gas licence <u>and</u> minimum 7 years post trade test experience on projects or work of a similar nature.	Assistance Artisan: Active SAQCC A/B gas licence, <u>and</u> minimum 7 years' experience on projects or work of a similar nature
Level 5	Contracts Manager: a relevant accredited diploma/degree and minimum 9 years relevant experience on projects of a similar nature.	Refrigeration Mechanician/Mechanic: Refrigeration Mechanician/Mechanic Trade test certificate, active SAQCC B6/B8 gas licence <u>and</u> minimum 9 years post trade test experience on projects or work of a similar nature.	Assistance Artisan: Active SAQCC A/B gas licence, <u>and</u> minimum 9 years' experience on projects or work of a similar nature

For this specific framework contract, qualification and projects of a similar nature are as follows:

- The trade test certificated must be Quality Control for Trades and Occupations (QCTO) accredited.
- The number of years deemed as relevant experience must be reflected on the CV and the projects listed must indicate the duration.

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

- **“successfully completed”** implies a project has been completed on time and to specification;
- **“similar nature”** implies projects are of a value of at least 50% of tender upper limit CIDB respective grading;
- **“experience”** implies experience on projects of a similar nature;
- **“accredited degree / diploma”** implies a minimum 3 year qualification within the built environment, from a registered University or Institute of Technology

SI Criterion: Tenderer’s Experience

Notes: Projects of a “Similar Nature” are defined as a project with comparable scope of work in terms of technical requirements and operations

“Successfully completed” implies a project that has been completed on time and to specification

Note: Projects which are submitted without Letter of Award and Signed Final Completion Certificates, Signed Final Payment Certificate, at Tender, will not be considered

Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	To have successfully completed <u>2 project</u> of a similar nature within the past 10 years.
Level 2	To have successfully completed <u>3 projects</u> of a similar nature within the past 10 years.
Level 3	To have successfully completed (i.e. on time and to specification) <u>6 projects</u> of a similar nature within the past 10 years.
Level 4	To have successfully completed (i.e. on time and to specification) <u>9 projects</u> of a similar nature within the past 10 years.
Level 5	To have successfully completed (i.e. on time and to specification) <u>10 + projects</u> of a similar nature within the past 10 years.

For this specific project, projects of a similar nature are as follows:

Projects, or work of a similar nature that will be considered shall be projects, or work, or experience that involves the maintenance, or servicing, or repairs, or installation of lifts.

SI Criterion: Project Organogram and Experience of Key Staff “Similar nature” refers to works pertaining Mechanical Building Services Projects, or work of a similar nature that will be considered shall be projects, or work, or experience that involves the maintenance, or servicing, or repairs, or installation of lifts.			
	CONTRACTS MANAGER	FIELD ENGINEER	LIFT TECHNICIAN
Level 0	No information provided OR submission of no substance / irrelevant information provided	No information provided OR submission of no substance / irrelevant information provided	No information provided OR submission of no substance / irrelevant information provided
Level 1	Contracts Manager: relevant accredited diploma/degree and 1 year relevant experience on a project of a similar nature.	Field Engineer (LI): relevant accredited engineering qualification, Registered with ECSA as a Lifting Inspector and 1-year post registration relevant experience on projects/work of a similar nature.	Lift Technician/ Artisan: must have relevant accredited trade test certificate, and a minimum 1 year post qualification trade test experience on projects/work of a similar nature.
Level 2	Contracts Manager: a relevant accredited diploma/degree and 2 years relevant experience on projects of a similar nature.	Field Engineer (LI): relevant accredited engineering qualification, Registered with ECSA as a Lifting Inspector and 2-years post registration relevant experience projects/work of a similar nature.	Lift Technician/ Artisan: must have relevant accredited trade test certificate, and a minimum 2-years post qualification trade test experience on projects/work of a similar nature.
Level 3	Contracts Manager: a relevant accredited diploma/degree and 4 years relevant experience on projects of a similar nature.	Field Engineer (LI): relevant accredited engineering qualification, Registered with ECSA as a Lifting Inspector and 4-years post registration relevant experience projects/work of a similar nature.	Lift Technician/ Artisan: must have relevant accredited trade test certificate, and a minimum 4-years post qualification trade test experience on projects/work of a similar nature.
Level 4	Contracts Manager: a relevant accredited diploma/degree and minimum 7 years relevant experience on projects of a similar nature.	Field Engineer (LI): relevant accredited engineering qualification, Registered with ECSA as a Lifting Inspector and 7-years post registration relevant experience projects/work of a similar nature.	Lift Technician/ Artisan: must have relevant accredited trade test certificate, and a minimum 7-years post qualification trade test experience on projects/work of a similar nature.
Level 5	Contracts Manager: a relevant accredited diploma/degree and minimum 9 years relevant experience on projects of a similar nature.	Field Engineer (LI): relevant accredited engineering qualification, Registered with ECSA as a Lifting Inspector and 9-years post registration relevant experience projects/work of a similar nature.	Lift Technician/Artisan: must have accredited Lift trade test, and a minimum 9-years post qualification trade test experience on projects/work of a similar nature.

For this specific framework contract, qualification and projects of a similar nature are as follows:

- The trade test certificated must be Quality Control for Trades and Occupations (QCTO) accredited.
- The number of years deemed as relevant experience must be reflected on the CV and the projects listed must indicate the duration.

T1.2.3.5. NUMBER OF SERVICE PROVIDERS TO BE APPOINTED

It is intended that this contract be awarded to a maximum of service providers broken down as follows:

Grading and Classification	GB	EB	ME	SI
3	20 x 3 GB (20 in total)	12 x 3 EB (12 in total)	12 x 3ME (12 in total)	N/A
4 - 6	5 x 4GB 5 x 5GB 5 x 6GB (15 in total)	4 x 4EB 4 x 5EB 4 x 6EB (12 in total)	4 x 4ME 4 x 5ME 4 x 6ME (12 in total)	Maximum of three (3) 4SI or higher
7 - 9	8 x 7GB 4 x 8GB 3 x 9GB (15 in total)	4 x 7EB or above (4 in total)	4 x 7ME 4 x 8ME 4 x 9ME (12 in total)	

The awarded tenderers will comprise the most responsive service providers within the designated CIDB grading. eThekweni Municipality reserves the right to award the contract to fewer service providers than initially stipulated.

In the event that there is a tie between two or more service providers, the 2022 PREFERENTIAL PROCURMENT POLICY GUIDELINES will be used to break the deadlock.

EThekweni Municipality reserves the right to adjust the contractor spread based on the received tenders within different CIDB grades.

The contract rates will be determined using the average rates submitted by all responsive tenderers. This approach is considered fair, reasonable and reflective of prevailing market-related pricing received during the tender stage.

The contract sum will be used as a notional value to check responsiveness in terms of rates only for all tenderers. It will not be applicable for responsiveness in terms of CIDB grading as it will prejudice lower grades due to the use of model bills of quantities which caters for most items per trade.

The agreed rates will then be applicable to the Contract, and Service Providers will be paid accordingly for the task orders issued under this Contract.

The contractor will only be considered for work allocation within the CIDB grading for which they were awarded for at inception of contract throughout the duration of contract.

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 and signed as required.

The Tenderer is required to complete and sign 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

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Technical or Functionality Evaluation

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T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

Ref	Description	Tenderer to Complete	
1.1	Name of enterprise		
1.2	Name of enterprise's representative		
1.3	Email address of representative		
1.4	Contact numbers of representative	Tel:	Cell:
1.5	National Treasury Central Supplier Database Registration number	MAAA	
1.6	VAT registration number, if any:		
1.7	CIDB registration number, if any:		
1.8	Department of Labour: Registration number		
1.9	Department of Labour: Letter of Good Standing Certificate number		

2.0 Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)			
	Full Name	Identity No.	Personal income tax No. *
2.1			
2.2			
2.3			

3.0 Particulars of companies and close corporations	
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	MBD 4, MBD 6, MBD 8, and MBD9 issued by National Treasury <u>must be completed for each tender and be included as a tender requirement.</u>
-----	--

*** Tenderers are to include, at the back of their tender submission, a printout of their SARS "Tax Compliance Status – PIN Issued" certificate, failing which the tender submission will be deemed non-responsive.**

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 Tenderer's tax clearance status from the South African Revenue Services that it is in order.	
ii) 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.	
iii) 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.	
iv) 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 the **Tender Data: C.2.1.1(a) and C.2.7.**

This is to certify that:

(entity name):

of (address):

was represented by the person(s) named below at the Clarification Meeting for Contract **36585-1B** held for all Tenderers, the details of which are stated in the **Tender Data: C.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 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**¹.
- 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	
Name of enterprise’s representative	
3.2 ID Number of enterprise’s representative	
3.3 Position enterprise’s representative occupies in the enterprise	
3.4 Company Registration number	
3.5 Tax Reference number	
3.6 VAT registration number	

- 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.

- 3.8 Are you presently in the service of the state?

Circle Applicable	
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			

Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed 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.

NAME (Block Capitals):

Date

SIGNATURE:

**T2.2.4 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 Applicable	
		YES	NO
1.0	Are you by law required to prepare annual financial statements for auditing?		
1.1	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. The audited annual financial statements are to be included at the back of the tender submission.		
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.		
..... 			
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.		
SEE Returnable Document "Contracts Awarded by Organs of State in the Past 5 Years"			
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.		
..... 			

Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed 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, if required, that the requested documentation has been included in the tender submission.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.5 CONTRACTS AWARDED BY ORGANS OF STATE IN THE PAST 5 YEARS

In terms of SCM Policy Section 20(1)(d)(iii), Tenderers are to provide details of Works undertaken for the Government or Public Sector entities/ Organs of State in the past 5 Years, including particulars of any material non-compliance or dispute concerning the execution of such contract.

Material non-compliance or dispute (Yes or No)													
Date Completed													
Value of Work													
Consulting Engineer/ Engineers representative													
Employer													
Contract Number													

I, the undersigned, who warrants that they are authorised to sign on behalf of the entity, 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 6.1: PREFERENCE POINTS CLAIM)

(SCMP 52.5: Broad-Based Black Economic Empowerment)

This form serves as a claim form for preference points for **Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution**. **Reference is to be made to the Tender Data: C.3.11.**

1.0 GENERAL CONDITIONS

1.1 The relevant **Preference Points System (80/20 or 90/10)** applicable to this bid is stated in the **Tender Data: C.3.11.**

1.2 Failure on the part of a bidder to fill in and/ or sign this form, and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA), or sworn affidavits in the case of Exempted Micro Enterprises or Qualifying Small Enterprises, together with the bid, will be interpreted to mean that preference points for **B-BBEE Status Level Of Contribution** are not claimed.

1.3 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2.0 ADJUDICATION USING A POINT SYSTEM

2.1 The bidder obtaining the highest number of total points will be recommended for the award of the contract.

2.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

2.3 Points scored will be rounded off to the nearest 2 decimal places.

2.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

2.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

2.6 Should two or more bids be equal in all respects the award shall be decided by the drawing of lots.

3.0 POINTS AWARDED FOR PRICE

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

80/20 Procurement System

or

90/10 Procurement System

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

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

Where:

P_s	=	Points scored for comparative price of bid under consideration
P_t	=	Comparative price of bid under consideration
$P_{\min}$	=	Comparative price of lowest acceptable bid

4.0 POINTS ALLOCATED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 Preference points must be claimed by a bidder for attaining the **B-BBEE Status Level of Contribution** in accordance with the applicable table below:

80/20 Preference Points System		90/10 Preference Points System	
B-BBEE Level Contributor	Preference Points	B-BBEE Level Contributor	Preference Points
1	20	1	10
2	18	2	9
3	14	3	7
4	12	4	6
5	8	5	4
6	6	6	3
7	4	7	2
8	2	8	1
Non-Compliant	0	Non-Compliant	0

- 4.2 All bidders must submit B-BBEE Status Level of Contribution Certificates, issued by either verification agencies accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board for Auditors (IRBA), **or sworn affidavits** in a case of an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE).
- 4.3 Any enterprise with an annual Total Revenue of R 10 million or less qualifies as an Exempted Micro-Enterprise.
- 4.4 Exempted Micro-Enterprises are deemed to have B-BBEE Status of "Level Four Contributor" having a B-BBEE procurement recognition of 100% in terms of the Codes of Good Practice.
- 4.5 An Exempted Micro Enterprise (EME) with at least 51% black ownership qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.
- 4.6 An Exempted Micro Enterprise with 100% black ownership qualifies as a Level 1 contributor with BBBEE level of 135% in terms of the Codes of Good Practice.
- 4.7 An Exempted Micro Enterprise that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as a Level 1 contributor with BBBEE level of 135% in terms of the Codes of Good Practice.
- 4.8 An Exempted Micro Enterprise that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.
- 4.9 A Qualifying Small Enterprise (QSE) with at least 51% black ownership qualifies as a Level 2 contributor.
- 4.10 A QSE with 100% black ownership qualifies as a Level 1 contributor.
- 4.11 A QSE that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.
- 4.12 A QSE with less than 51% black ownership is required to submit a BBBEE level verification certificate issued by a BBBEE verification professional.
- 4.13 A Trust, consortium or joint venture:
- must submit a B-BBEE status level certificate in order to qualify for points;
 - may qualify for points as an unincorporated entity provided, that they submit their consolidated scorecard is prepared for separate tender; and
 - where no consolidated scorecard exists, the weighted average (in accordance with participation percentages) must be used and rounded off to the nearest status level.
- 4.14 Gazetted Sector Codes supersede Generic Codes.

5.0 SUB-CONTRACTING

- 5.1 B-BBEE points must not be awarded to a tenderer who intends sub-contracting more than 25% of the value of the contract to an enterprise that does not qualify for at least the points that such contractor qualifies for, unless the intended sub-contractor is an EME who has the ability and capability to execute the contract.
- 5.2 A person awarded a contract may not sub-contract more than 25% of the value of the contract to an enterprise that does not have an equal or higher B-BBEE status level, unless the intended sub-contractor is an EME who has the ability and capability to execute the contract.
- 5.3 A person awarded a contract in relation to a designated sector may not sub-contract in such a manner that the **Local Production and Content** of the overall value of the contract is reduced to below the prescribed minimum threshold.

6.0 BID DECLARATION

- 6.1 Bidders who wish to claim points in respect of **B-BBEE Status Level of Contribution** must complete the following:

B-BBEE Status Level of Contribution	Tenderer's Preference Points Claim (maximum of 10 or 20 points)

Points claimed must be in accordance with the relevant table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE Status Level of Contribution Certificate issued by a verification agency accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board for Auditors (IRBA), or sworn affidavits in a case of an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE).

Tenderers are to include, at the back of their tender submission, their B-BBEE Status Level of Contribution Certificate, or sworn affidavits, failing which no Preference Points will be deemed to have been claimed.

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:

T2.2.8 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) and can be accessed by clicking on its link at the bottom of the home page.

Circle Applicable	
YES	NO

- 4.1.1 If YES, provide particulars.

.....

.....

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

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

YES	NO
-----	----

- 4.2.1 If YES, provide particulars.

.....

.....

- 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?

YES	NO
-----	----

- 4.3.1 If YES, provide particulars.

.....

.....

- 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?

Circle Applicable	
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.

.....

.....

Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed 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.

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

- ¹ Includes price quotations, advertised competitive bids, limited bids and proposals.
- ² 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.
- ³ 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**¹ 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**).² 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:
- take all reasonable steps to prevent such abuse;
 - 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
 - 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 below **Certificate of Independent Bid Determination** must be completed and submitted with the bid.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid for: Contract **36585-1B**
Integrated Infrastructure Maintenance And Construction For Buildings, Facilities and Engineering Systems Works For 36 Months.

in response to the invitation for the bid made by: **ETHEKWINI MUNICIPALITY**

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

I certify, on behalf of:

that:

(continued on next page)

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 consortium³ 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.

Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed non-responsive.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.10 DECLARATION OF MUNICIPAL FEES

Reference is to be made to the **Tender Data: C.2.23 and C.3.13(a)**.

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												

- If applicable, a copy of a recent (within the past 3 months) Metro Bill is to be provided.

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.

- 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.
- 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.
- Where a Tenderer's place of business or business interests are carried out from premises as part of any other 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, copies of the above-mentioned account's, agreements signed with the municipality, lease agreements, or official letters.

Failure to complete this form in full, sign, and return the required documents with the tender submission will result in the tender offer being deemed 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:

T2.2.11 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

In terms of Clause 5(1)(h) of the OHSA 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 OHSA 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 OHSA 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:

Circle Applicable	
Yes	No
Yes	No
Yes	No

- 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:

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 OHSA 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 OHSA 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 OHSA 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:

T2.2.12 CSD REGISTRATION REPORT

Reference is to be made to **Tender Data: C.2.1.1(b) and C.2.23.**

The **Tender Data: C.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 following is an example of the printout obtained from the above website.
Note: the printout will contain more than one page.



CENTRAL SUPPLIER DATABASE FOR GOVERNMENT

Report Date:

Report Ran By:

CSD REGISTRATION REPORT

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, a printout of their CSD Registration Report. The date of obtaining the CSD printout is to be indicated on the printout and should be on or after the date of advertising of this tender.

Failure to comply will result in the tender offer being deemed 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 CIDB REGISTRATION AND STATUS

Reference is to be made to the **Tender Data: C.2.1.2, C.2.23, and C.3.13(c).**

The **Tender Data: C.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 the **Tender Data: C.2.1.2.**

CIDB Registrations can be obtained from the CIDB website at:

<https://portal.cidb.org.za/RegisterOfContractors/>

The following is an example of the printout obtained from the above website using the provided “Print” button.

Note: the printout may contain more than one page.

The screenshot shows the CIDB (Construction Industry Development Board) logo at the top left, with the tagline 'DEVELOPMENT THROUGH PARTNERSHIP'. Below the logo is a header bar with the text 'construction industry development board'. The main form area is titled 'Contractor Details' and contains several input fields: 'CRS Number', 'Contractor Name *', 'Trading Name', 'Current Contractor Grading Designation', 'Enterprise Status', 'Type of Enterprise', 'Expiry Date', 'Contractor Grades', 'Approved Grade', 'Class of Work Type', and 'Active From'. There is a 'Print' button at the bottom left of the form.

Tenderers are to include, at the back of their tender submission, a printout of their CIDB Registration and Status. The date of obtaining the CIDB Registration and Status printout is to be indicated on the printout and should be on or after the date of advertising of this tender.

Failure to comply will result in the tender offer being deemed 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 JOINT VENTURES AGREEMENTS

If this tender submission is to be made by an established Joint Venture, the Joint Venture Agreements and Power of Attorney Agreements are to be attached here.

Should the Joint Venture, at the time of submission, not yet be formalised, this form is to be completed in full and signed by all parties to the proposed Joint Venture.

The Lead Partner of the Joint Venture is to sign the **Form of Offer** in Section **C1.1.1**.

INTENT TO FORM A JOINT VENTURE

Should our submission for CONTRACT: **36585-1B** be successful, a Joint Venture will be established by the parties as listed below, as an unincorporated association, with the purposes of securing and executing the Contract, for the benefit of the Members.

Proposed Joint Venture

Joint Venture Title (name):

Represented by (name):

Tel:

Lead Partner/ Member 1

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

Partner/ Member 2

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

Partner/ Member 3

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

Note: All requirements for Joint Ventures, as stated elsewhere in this procurement document, must be complied with in full.

T2.2.15 RECORD OF ADDENDA TO TENDER DOCUMENTS

Reference is to be made to the **Tender Data: C.2.6.**

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:

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts (if applicable).

Tenderers are to submit copies of signed completion certificates for all projects submitted.

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED

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.

Date

T2.2.17 PROPOSED ORGANISATION and STAFFING

Refer to Additional Conditions of Tender: T1.2.3.4 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 their 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.

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 Additional Conditions of Tender: T1.2.3.4 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
Contracts Manager		
Site Agent		
Foremen		
Quantity Surveyor		
Master Installation Electrician registered with Department of Labour		
Registered Installation Electrician registered with Department of Labour		
Trade Tested Electrical Artisan		
Traded Tested Refrigeration Mechanician: SAQCC Gas under the Category B: B6 or B8		
Refrigeration Trade Tested Artisan		
Field Engineer		
Lift Technician/ Artisan		

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 Additional Conditions of Tender: T1.2.3.4 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:

T2.2.19.1 EXPERIENCE OF KEY PERSONNEL(Continued.....)

Refer to Clause F3.11.9 for Functionality Points evaluation prompts

Tenderers to complete below curriculum vitae template by hand for all key staff:

CURRICULUM VITAE OF KEY PERSONNEL							
DESIGNATION:							
Name:				Date of birth:			
Profession:				Nationality:			
Formal Qualifications:							
Qualifications		Name of Institutions / Training Centre			Year Obtained		
1							
2							
3							
4							
5							
6							
Professional Registrations/Designation:							
	Professional Registrations / Designation		Professional Body / Council		Registration Number		
1							
Name of Employer (firm):				Full Time:	Yes		No
Current Position:				Years of Experience:			
<u>Employment Record:</u>							
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
<u>Specific Experience Record Pertinent to Required Service, Value, Reference and Duration of Works per Projects Undertaken:</u>							
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.							

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.21 MAINTENANCE IMPLEMENTATION METHODOLOGY & QUALITY CONTROL

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts

Construction and Maintenance 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 plant equipment's, vehicles, key staff, reactive and proactive, reporting, including health and safety aspects to be used for Infrastructure Maintenance And Construction For Buildings, Facilities and Engineering Systems Works For 36 Months

Quality Control

The quality control statement must discuss contractor work distribution procedures/strategies and turn-around time to complete works. Discuss what tests and control measures are to be employed on site to attain the specified results and the associated activities. Ascertain the reliability of materials to be SANS, International Electrotechnical Commission (IEC), South African Burro of Standards (SABS), International Standard Organisation (ISO) and OHSA compliant.

The Tenderer must attach their 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:

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts (if applicable).

[illegible]

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.

T2.2.23 PLANT and EQUIPMENT

Refer to Additional Conditions of Tender: T1.2.3.4 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/ 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 Additional Conditions of Tender: T1.2.3.4 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

X

Client ETHEKWINI MUNICIPALITY

Contract No. CSA3600

Description Integrated Infrastructure Maintenance And Construction For Buildings, Facilities and Engineering
Systems Works For 36 Months.

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

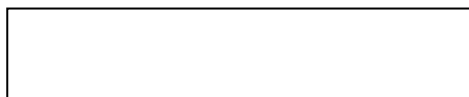
5.0 TOTAL TENDER SUM INCLUSIVE OF V.A.T.

Tender Sum in Words: _____

The Tenderer selects:

Preliminaries Payment:	Alternative A	☐	Adjustment:	Alternative A	☐	Security: Fixed Construction Guarantee	☐
	Alternative B	☐		Alternative B	☐	10% Retention	☐
	Not Applicable	☐		Not Applicable	☐		

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:

- Part C1 : Agreement and Contract Data, (which includes this Agreement)
- Part C2 : Pricing Data, including the Bill of Quantities
- Part C3 : Scope of Work
- 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 fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed 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

JBCC PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)

This Contract will be based on the “JBCC Principal Building Agreement (May 2018 edition 6.2)” prepared by the Joint Building Contracts Committee.

Copies may be obtained from the Association of South African Quantity Surveyors (011 315 4140, 021 462 6431), Master Builders Association (011 205 9000; 021 685 2625) South African Association of Consulting Engineers (011 463 2022) or South African Institute of Architects (011 486 0684; 021 424 7128)

The Contract Data is the JBCC Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018. This document is obtainable separately from the JBCC and Tenderers shall obtain their own copies.

The Errata listed under the Table of Contents on page 3 of the JBCC Principal Building Agreement are deemed to be included in the agreement.

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

The JBCC Principal Building Agreement contract data form an integral part of this agreement.

DATA PROVIDED BY THE EMPLOYER

The Contract Data hereafter are the requirements applicable to the project and the variables referred to in the Principal Building Agreement provided for tender purposes.

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

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

A PROJECT INFORMATION

A 1.0 Works [1.1]

Project name	
Reference number	
Works description	

A 2.0 Site [1.1]

Erf / stand number	
Township / Suburb	
Site address	
Local authority	

A 3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body			
Business registration number			
VAT/GST number			
Country			
Employer's representative:Name			
E-mail		Telephone number	
Mobile number			
Postal address			
		Postal code	
Physical address			
		Postal code	

A 4.0 Principal agent [1.1]

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 5.0 Agent [1.1; 6.2]

Discipline

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 6.0 Agent [1.1; 6.2]

Discipline

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 7.0 Agent [1.1; 6.2]

Discipline

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 8.0 Agent [1.1; 6.2] Discipline

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 9.0 Agent [1.1; 6.2] Discipline

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 10.0 Agent [1.1; 6.2] Discipline

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 11.0 Agent [1.1; 6.2] Discipline

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 12.0 Agent [1.1; 6.2]

Discipline

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Seventh Edition 2015 of the Standard System of Measuring Builder's Work
---	---

B 2.0 Law, regulations and notices [2.0]

Law applicable to the works, state country [2.1]	South Africa
--	--------------

B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	ZAR
---	-----

B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6]	

Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The JBCC® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 14
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 7
Bills of Quantities	

Contract drawings – description	Number	Revision	Date

B 5.0 Employer's agents [6.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [6.2]

Principal Agent [6.1, 6.2]

Delegations to other agents will be confirmed in writing during contract execution [6.2]

Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]

B 6.0 Insurances [10.0]

Insurances by contractor			Amount including tax	Deductible amount including tax
Yes/no?				
	New works [10.1.1] (contract sum or amount)		Contract sum+30%	With a deductible to be determined by the insurance company issuing the policy
or	Works with practical completion in sections [10.2] (contract sum or amount)		Contract sum+30%	With a deductible to be determined by the insurance company issuing the policy
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)			
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Escalation, professional fees and reinstatement costs if not included above			
Total of the above contract works insurance amount				
Supplementary insurance [10.1.2]			Contract sum+30%	With a deductible to be determined by the insurance company issuing the policy
Public liability insurance [10.1.3]			R10 million	With a deductible to be determined by the insurance company issuing the policy
Removal of lateral support insurance [10.1.4]				
Other insurances [10.1.5]: Refer B17.0				
Yes/no?	Yes	If yes, description 1		
Hi Risk Insurance [10.1.5.1]				
Yes/no?		If yes, description 2		

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]	Yes/no?	
If yes, description		
Restriction of working hours [12.1.2]	Yes/no?	
If yes, description		
Natural features and known services to be preserved by the contractor [12.1.3]	Yes/no?	
If yes, description		
Restrictions to the site or areas that the contractor may not occupy [12.1.4]	Yes/no?	
If yes, description		
Supply of free issue [12.1.10]	Yes/no?	
If yes, description		

B 8.0 Nominated subcontractors [14.0]

Yes/no?		If yes, description of specialisation
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		

B 9.0 Selected subcontractors [15.0]

Yes/no?		If yes, description of specialisation
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		

B 10.0 Direct contractors [16.0]

Yes/no?		If yes, description of extent of work

B 11.0 Description of sections [20.1]

Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Section	Remainder of the works

B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]

Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day

or where **sections** are applicable

Practical completion of a section of the works	Intended date of possession of a section Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day
Section 1				
Section 2				
Section 3				
Section 4				
Section 5				
Section 6				
Section 7				
Section 8				
Remainder of the works				

Criteria to achieve practical completion not covered in the definition of practical completion

B 13.0 Defects liability period [21.0]

Extended defects liability period: Refer B17.0 [21.13]		Yes/no?	
If yes, description of applicable elements	eg: Electrical reticulation / Air conditioning system / Landscaping 13.1 13.2 13.3 13.4 13.5 13.6		

B 14.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]	TBC		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes/no?		
If yes, method to calculate	CPAP		
Employer shall pay the contractor within: [25.10]	Fourteen (14) calendar days		

B 15.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10]			
Name of nominating body			
Applicable rules for adjudication [30.6.2]			
Arbitration [30.7.4; 30.10]	Yes/no? *		
If Yes, name of nominating body	Association of Arbitrators (South Africa)		
* If No, then dispute will be referred to litigation			
Applicable rules for arbitration [30.7.5]			

B 16.0 JBCC® General Preliminaries - selections

Provisional bills of quantities [P2.2]		Yes/no?		
Availability of construction information [P2.3]		Yes/no?		
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]				
Previous work - defects - details of previous contract(s) [P3.2]				
Inspection of adjoining properties - details [P3.3]				
Handover of site in stages - specific requirements [P4.1]				
Enclosure of the works - specific requirements [P4.2]				
Geotechnical and other investigations - specific requirements [P4.3]				
Existing premises occupied - details [P4.5]				
Services - known - specific requirements [P4.6]				
Water [P8.1]	By contractor	Yes/no?	Yes	
	By employer	Yes/no?	No	
	By employer – metered	Yes/no?		
Electricity [P8.2]	By contractor	Yes/no?	Yes	
	By employer	Yes/no?	No	
	By employer – metered	Yes/no?		
Ablution and welfare facilities [P8.3]	By contractor	Yes/no?	Yes	
	By employer	Yes/no?	No	
Communication facilities - specific requirements [P8.4]				
Protection of the works - specific requirements [P11.1]				
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]				
Disturbance - specific requirements [P11.5]				

Environmental disturbance - specific requirements[P11.6]

B 17.0 Changes made to JBCC® documentation

1.1 Definitions

AGREEMENT: The completed Form of Offer and Acceptance, the completed **JBCC®** Principal Building Agreement and **JBCC® contract data for organs of state and other public sector bodies**, the **contract drawings**, the **priced document** and any other documents reduced to writing and signed by the authorized representatives of the **parties**

CONSTRUCTION PERIOD: The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**

CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES:
The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information

INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975), calculated as simple interest, in respect of debts owing by the State

PRINCIPAL AGENT: The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**

3.0 OFFER AND ACCEPTANCE

Amend 3.3 to read as follows:

This **agreement** shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the **latent defects'** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

6.0 EMPLOYER'S AGENTS

Add the following as 6.7:

In terms of the clauses listed hereunder, the **employer** has retained its authority and has not given a mandate to the **principal agent**. The **employer** shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

9.0 INDEMNITIES

9.2.7: Add the following to the end of the first sentence: “.... due to no fault of the **contractor**”

10.0 INSURANCES

Add the following as 10.1.5.1:

Hi RISK INSURANCE

In the event of the project being executed in a geological area classified as a “High Risk Area”, that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.1.5.1.1 DAMAGE TO THE WORKS

The contractor shall, from the date of possession of the **site** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

10.1.5.1.2 INJURY TO PERSONS OR LOSS OF OR DAMAGE TO PROPERTY

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

10.1.5.1.3

It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the date of possession of the site, but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.1.5.1.4

The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1;

10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

11.0 SECURITIES

Amend 11.10 to read as follows:

There shall be no lien or right of retention held by any **contractor** in respect of the **works** executed on **site**

12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

Give possession of the **site** to the **contractor** within ten (10) **working days** of the **contractor** complying with the terms of 12.2.22

12.2.2: Not applicable

Add the following as 12.2.22:

Within fifteen (15) **working days** of the date of the **agreement** submit to the **principal agent** an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

19.0 PRACTICAL COMPLETION

19.5: Delete the words "subject to the **contractor's** lien or right of continuing possession of the **works**

where this has not been waived"

21.0 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION

Add the following as 21.13:

The ninety (90) **working days** defects liability period for the **works** [21.1] is replaced with a period of three hundred and sixty-five (365) **calendar days** in respect of the listed applicable elements

25.0 PAYMENT

25.7.5: Not applicable

25.10: Delete the words "and/or **compensatory interest**"

25.14: Change the **notice** period from five (5) **working days** to ten (10) **working days** in order to lineup with the **notice** period in 28.1

25.14.2: Not applicable

27.0 RECOVERY OF EXPENSE AND/OR LOSS

27.1.5: Not applicable

29.0 TERMINATION

Add the following after 29.1.3:

or where ...

29.1.4 : The **contractor's** estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

29.1.5 : The **contractor** has engaged in corrupt or fraudulent practices in competing for or in executing the contract

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

Guarantee for construction: Select Option B or C ☐

Option A	Guarantee for construction (variable) by contractor [11.1.1] (Not Applicable- SCM Policy clause 20.3)
----------	--

Option B	Guarantee for construction (fixed) by contractor [11.1.2]
----------	---

Option C	Retention
----------	------------------

Guarantee for payment by employer [11.5.1; 11.10]	Not applicable
--	----------------

Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Not applicable
---	----------------

C 2.0 Contractor's annual holiday periods during the construction period

Year 1 contractor's annual holiday period	start date		end date	
Year 2 contractor's annual holiday period	start date		end date	
Year 3 contractor's annual holiday period	start date	TBC	end date	

C 3.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B ☐

Where the **contractor** does not select an option, Option A shall apply

Payment methods

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the work executed in the same ratio as the amount of the preliminaries to the contract sum , which contract sum shall exclude the amount of preliminaries . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charges shall be assessed by the principal agent and adjusted from time to time as may be necessary. to take into account the rate of progress of the works

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the

contract sum, excluding contingency sum(s) and any provision for cost fluctuations

C 4.0 Adjustment of preliminaries [26.9.4]

Contractor's selection

Select Option A or B ☐

Where the **contractor** does not select an option, Option A shall apply

Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in **sections** is required, the **contractor** shall provide an apportionment of **preliminaries** per **section**

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment , establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme

Adjustment methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**

Option A	The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required. Fixed - An amount which shall not be varied. Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum, and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]
Option B	The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]

The adjustment shall take into account the resources as set out in the detailed breakdown of the **preliminaries** for the period of construction during which the delay occurred

Failure to provide particulars within the period stated

Option A	Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply: Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%) Where the apportionment of the preliminaries per section is not provided, the categorized amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent
Option B	Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract**.

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.

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 should therefore 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.

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.

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 and associated work order packages, “Local labour” will be deemed to be any **persons who resides within Ward(s)** in which the Works is situated. 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.

Local labour shall be paid in accordance with the Civil Engineering Industry minimum wage rate. (See www.labour.gov.za or www.safcec.co.za), and all statutory conditions of employment shall be met.

C1.2.3.3 SUB-CONTRACTING (Applicable at task stage)

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

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

Subcontracting percentages will be determined on a **Work Package Order** specific basis, depending on the nature of works and Subcontracting potential. The following provisions shall generally apply to issued **Work Package Orders**:

- Value greater than R750k, up to R1m: Minimum 5% subcontracting.
- Value greater than R1m, up to R3m: Minimum 10% subcontracting.
- Value greater than R3m, up to R5m: Minimum 20% subcontracting.
- Value greater than R5m: Minimum 30% subcontracting.

The Contractor shall sub-contract to an EME or QSE which is at least 51% owned by black people. These Enterprises must be from the ward(s) where work is taking place in the first instance and, if the Contractor cannot procure such enterprises from the ward(s), this may be achieved by sub- contracting with such qualifying Enterprises located within adjacent wards, failing which the Sub- Contractors may be sourced within the jurisdiction of eThekweni

Municipality.

Sub-contracting may be to:

- Contractors who are registered with the Construction Industry Development Board in the Grades ranging from 1 to 4,
- Material and equipment suppliers who meet the requirements of an EME or QSE as detailed above.

Payment certificates (where applicable), Tax invoices, Proof of payment to the subcontractors and equipment and material suppliers will be required to verify that this has been achieved.

The contractor shall be fully responsible for the management of all appointed Sub-Contractors. The contractor shall ensure that a suitable quality monitoring process is in place for each element of the works and that the Sub-Contractors are conversant on the requirements thereof.

For any work being sub-contracted, documents of the relevant sub-contractor must be submitted to the Employer's Agent in writing for approval well in advance before commencement of any of the activities on the programme. Subcontractors shall be approved by the Employer. The Employer is under no obligation to accept the proposed Subcontractor, and rejection by the Employer does not absolve the Contractor of their subcontracting responsibilities in terms of this contract.

No additional costs will be entertained for compliance with this requirement

C1.2.3.3 SUBMISSION OF SUBCONTRACTING PLAN

At the commencement of each **Work Package Order**, the Contractor shall provide a subcontracting plan for the Sub-Contracting using the Scope of Work and its related cost to demonstrate how the stipulated subcontracting targets will be achieved.

Prior to commencement of works, as per Clause 5.3.1 of the Contract Data, the Contractor shall provide such comprehensive subcontracting Plan for approval by the Employer's Agent. Should the Sub- Contractors be allocated work that exceeds their CIDB grading, then the work allocated to these Sub-Contractors shall be reduced to the upper limit of their CIDB Grading, and the Main Contractor shall be required to source additional Sub-Contractors to achieve the tendered Sub-Contract Value. The Primary Contractor shall be required to update the subcontracting plan for approval by the Employer's Agent before work commences. This plan may be updated during the contract period but shall still be for the approval of the Employer's Agent. The subcontracting plan shall ensure an adequate and acceptable distribution of works across the identified CIDB Grading range (viz. 1 CE to 4 CE); the plan shall be subject to approval by the Employer, (taking into consideration the scope of works risk profile and associated allocation of works), and any amendments required to achieve an acceptable distribution of works shall be implemented by the Contractor at no additional cost to the contract.

Rates of works allocated to subcontracting Sub-Contractors shall be evaluated to ensure they are market related. The Contractor will be required to demonstrate that the rates provided are fair and reasonable, taking into consideration the limitations that subcontracting contractors may face to procure materials and equipment at discounted rates. Where it is found that the rates provided are unrealistic/not market related and the subcontracting contractor cannot undertake the works at the rates tendered by the main contractor, the main contractor will be required to balance their rates, at no additional cost to the contract, to

address the non-market related rates tendered by the main contractor; (market related rates will be based on cost structures applicable to the level of subcontracting company undertaking the works). The approval of the subcontracting plan shall not absolve the main contractor of his contractual responsibility or for any rates dispute that may arise during the implementation of the contract, based on the rates tendered or adjusted during the award process.

The penalty for not achieving the specified subcontracting will be 0.5% of the **Work Package Order** value (excluding PC Sum items and Fixed Cost allowances) for every 1% of subcontracting 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

Level 1 Unknown	Level 2 No Schooling	Level 3 Grade 1-3	Level 4 Grade 4	Level 5 Grade 5-6
Level 6 Grade 7-8	Level 7 Grade 9	Level 8 Grade 10-11	Level 9 Grade 12	Level 10 Post Matric

- Category of Employment

Category A: Employed as Local Labour for this contract only Category B: Temporarily employed by the Contractor Category C: Permanently employed by the Contractor
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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 25 of JBCC Principal Building Agreement May 2018 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 all task awards] 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.

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.

Appropriate key performance indicators (KPIs) for the contract will be set by the Municipality as a yardstick for measuring performance. Key Performance Indicators (KPIs) will be discussed and agreed with the Contractor before commencement of the contract.

The following KPIs may be applicable to this contract:

- (a) Time Management
- (b) Financial Management
- (c) Quality Management
- (d) Occupational Health and Safety Management
- (e) Environmental Management
- (f) Meeting subcontracting Targets

C1.2.3.6. NON-EXCLUSIVE APPOINTMENT

The Contractor must note that, whilst this contract is intended to execute Infrastructure projects, there is no guarantee of works being allocated via this appointment. The Employer may elect, at any time, to implement projects using other available procurement mechanisms as to ensure necessary expenditure and service delivery timeframes are met. The works undertaken for this contract are on a non-exclusive basis and the Contractor shall have no recourse against the Employer for any works allocated to other parties through other Employer procurement mechanisms.

C1.2.3.7. WORKS ALLOCATION – ALL WORKS

A works allocation strategy for this framework will be structured to ensure compliance with the Constitution, MFMA, CIDB prescripts, SCM Policy, fairness, transparency, contractor development, and service delivery efficiency. The allocation will be multipronged, not limited to, but taking into consideration (1) CIDB grading, (2) rotation, (3) workload availability, (4) contractor performance, (5) client priority in line with service delivery targets, (6) contractors site familiarity/mitigation of liability, (7) regionalised allocation, (8) service provider overall compliance.

This is to ensure the following:

- equitable distribution of work opportunities, where practical
- Promote contractor development and transformation
- Improve turnaround times for maintenance and emergency works
- Maintain quality and contractor accountability
- Prevent monopolisation of work by a few contractors
- Align allocations with CIDB grading and contractor capability
- Ensure compliance with SCM legislation and audit requirements

The Employer reserves the right to issue Work Package Orders to any of the Framework Contractors.

C1.2.3.8. TEMPORAL SUSPENSION DUE TO NON-PERFORMANCE/DEFAULT

Should a contractor consistently demonstrate poor performance in the execution of two consecutive allocated tasks, undertakes works without formal written instruction or issuance of task, eThekweni Municipality reserves the right to temporarily suspend the contractor from the framework for a minimum period of three (3) to six (6) months.

C1.2.3.9. TERMINATION

Any contractor who is suspended from the framework more than twice, or for an aggregate period of not less than six (6) to twelve (12) months, shall be subject to immediate termination from the framework. Further to that, the terminated service provider will be blacklisted as per SCM policy.

Any intimidation, threats, harassment, stalking, unreasonable demands, or abuse directed at municipal employees by the service provider shall constitute grounds for immediate termination from the CSA 3600 contract and blacklisting.

Any extortion related behaviour on CSA 3600 will be regarded as a criminal offence and reported both within and outside the Municipality. Such conduct will result in immediate termination and the contractor being blacklisted from participating in or tendering for any contracts within eThekweni Municipality and other government sectors.

C1.2.3.10. DUTIES AND RESPONSIBILITIES OF A CONTRACTS MANAGER

The Contracts Manager, as a minimum, shall undertake the following requirements:

- Be the link between the employer's Agent and the Contractor.
- Always be available during the execution of any **Work Package Orders** and be immediately physically available when requested.
- Always be up to date with the activities and problems on all projects within the Contract.
- Monitor **Work Package Order** progress and performance to ensure goods and services conform to the **Work Package Order** requirements.
- Ensure proper co-ordination of all **Work Package Orders** within the Contract.
- Ensure that sufficient human resources are available to function adequately, for example Construction Managers.
- Ensure that sufficient constructional plant and equipment resources are available to complete all projects allocated.
- Ensure that the proper sub-contracting resources are arranged on time for the timeous completion of all projects.
- Prepare and submit the combined monthly programme of works of **Work Package Orders** to the Employer's Agent's Representative.
- Prepare and submit the combined monthly cashflow of all **Work Package Orders** to the Employer's Agent's Representative.
- Prepare and submit the combined monthly progress report of all **Work Package Orders** to the Employer's Agent's Representative.
- Prepare and submit the combined monthly quality report of **Work Package Orders** to the Employer's Agent's Representative.
- Oversee and ensure that construction managers are carrying out all **Work Package Orders** to the required specification.
- Ensure that all sites are compliant with the Health and Safety specifications.
- Resolve disputes in a timely manner.
- Establish control of correspondence, data and reports.

Establish a procedure, identifying a responsible person and establish a timeframe for handling non-compliance.

C1.2.3.11 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.

INITIAL:

C1.2.3.12 CONTRACT PRICE ADJUSTMENT PROVISIONS

The Contract Rates shall be fixed for the first 12 months.

The Contract Rates shall then be adjusted at month 12, applicable for months 13 to 24 and then adjusted at month 24, applicable for months 25 to 36; all in accordance with the Contract Price Adjustment Provisions, Haylett Formula Work Group 181.

C1.2.3.13 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.

C1.2.3.14 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.

C1.2.3.15 TENDER PRICES AND CONTINGENCY SUM:

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

C1.2.3.16 CONTRACTS RATES

The contract rates applicable will be as determined using the average rates submitted by all responsive tenderers. This approach is considered fair, reasonable and reflective of prevailing market-related pricing received during the tender stage.

The contract sum will be used as a notional value to check responsiveness in terms of rates only for all tenderers. It will not be applicable for responsiveness in terms of CIDB grading as it will prejudice lower grades due to the use of model bills of quantities which caters for most items per trade.

C1.2.3.17 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.

C1.2.3.18 OCCUPATIONAL HEALTH AND SAFETY ACT:

The Contractor's particular attention is drawn to the Occupational Health & Safety Specification as an Annexure to this document at task order assignment. 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.

The principle health and safety risks involved on this specific site will include:

Excavation Works – Deep excavations

Working at heights

- Working in an occupied built environment.
- The environment has a “live” electrical supply.
- The buildings have an existing electrical infrastructure and systems.
- Work would need to be done under normal circumstances without causing power interruptions, downtime or affect other services to other equipment, machinery, etc.
- Where necessary to minimize downtime and/or shut down works. These works shall entail adequate scheduled notice to the occupants.
- The sites have other existing mechanical, electrical, civil, etc. services on site that may require co-ordination.
- Potential of systems being aged and non-compliant to SANS regulations.
- Potential for no existing “as-built” drawings and documentation being available for the electrical infrastructure and systems
- Requirement for working in ceilings, roof voids, basements and/or trenches.
- Work required may be on ladders and/or scaffolding.
- Work requires light electrical machinery and tools.

Other general applicable health and safety risks associated with electrical building services works

- Working at heights
- Working on Electrical Plant
- Working on mechanical Pressure Vessels
- Working in noisy environment
- Working with welding torch
- Working on different refrigerants (R22, R134A, R507, R404, R717 and R410A)
- Working with cutting tools
- Demolishing of old plants

C1.2.3.19 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 eThekweni Electricity and Water Services respectively, as an accredited contractor.

C1.2.3.20 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 eThekweni Water Services database.

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

C1.2.3.21 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.

C1.2.3.22 SCHEDULE OF DRAWINGS (applicable at task stage)

Refer to C3.5.1 or Annexure xx for a complete list of the drawings included with this tender.

C1.2.3.23 CONTRACT PERIOD (applicable at task stage)

The Contract Period from the commencement of work on site for this project is **000 Working Days**.

This is a 36 months framework contract

C1.2.3.24 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.

C1.2.3.25 SECURITY (RETENTION OR JBCC FIXED CONSTRUCTION GUARANTEE)

Clause 11.1.1 is deleted, ie. the selection of a Variable Construction Guarantee is deleted to conform to eThekweni Municipality's Supply Chain Management Policy Clause 20.3.

The Contractor shall either choose Retention or provide a JBCC Fixed Construction Guarantee to the Employer.

Where Security as Retention has been selected, the amount deducted shall be 10% of such value to the date of practical completion up to a limit of 10% of the contract sum.

Upon Practical Completion, the amount deducted shall be 2,5% of such value.

The 2,5% retention will be released with the Final Payment Certificate.

Interest will not be paid on retention or on the payment reduction amount by the Employer.

C1.2.3.26 CIDB B.U.I.L.D. PROGRAMME

a) CIDB Skills Standard

It will be a condition of contract that the Contractor shall, in the performance of the contract, achieve the **Contract Skills Development Goal** (CSDG) established in the below referenced standard:

- CIDB Standard for Developing Skills Through Infrastructure Contracts, published in Gazette Notice No. 48491 of 28 April 2023.

b) CIDB Indirect Targeting Standard

It will be a condition of contract that the Contractor shall, in the performance of the contract, achieve the **Subcontracting Goal** relating to the engagement of targeted enterprises as established in the below referenced standard:

- CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, published in Gazette Notice No. 36190 of 25 February 2013.

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 **6.2 May 2018**, JBCC Series 2000 **May 2018** 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 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 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 follows and comprises of 557 pages.

NOTE: TENDERERS ARE REQUIRED TO PRICE FOR THE APPLICABLE CLASS OF WORK BEING TENDERED FOR

- Section 1 – Preliminaries – 26 pages (**Not to be priced but a maximum of 15% of the contract value will be applicable at task level**)
- General Building Works – 316 pages
- Electrical – 97 pages
- Mechanical – 94 pages
- Lifts, Escalators, etc - 48 pages

NOTES:

- 1) The **TOTAL** of the Bill of Quantities will be used as a **Tender Assessment Schedule Value** for comparison and assessment purposes only. It is not related to any CIDB Grading Range, or Contract Sum.
- 2) **Section 1: Part 0102** and **Section 1: Part 0105** each have a **PC Sum item** at the end of the Parts.

This value is a **LARGE NEGATIVE VALUE** to remove the PC Sum item Amounts in the Part, leaving the Percentage (%) Rate Amounts unaffected.

This value is to be included in the summation of the item Amounts in the Part.

PART C3: SCOPE OF WORK

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C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1.1 Client's / employer's objectives

The Employer seeks to undertake and deliver maintenance and capital works throughout the City through a suitable implementation mechanism which will allow for substantial works to be undertaken by contractors.

It is the intention of the **Architecture Division** to appoint contractor(s) in the eThekwin Municipality area, for Works to be issued on an “**as-and-when-required**” basis, with no guarantee on the quantum of works.

The establishment of Panels, of varying CIDB Grades, is so that works for any unscheduled projects can be executed without first having to start a lengthy procurement process.

The appointment will be for a period of three (3) years from the date of the issue of the “Letter of Award”.

C3.1.1.1 MTREF Budget Projects

The MTREF (medium term revenue expenditure framework) is a three-year overview of expected revenue and expenditure trends for local government in South Africa. This budget is approved prior to the commencement of a financial year (FY) but is subject to adjustments.

Unexpected events such as economic downturns, changes in grant allocations, updated forecasts, policy changes, or unforeseen expenditure can necessitate budget adjustments.

C3.1.1.2 Work Order Package and Agreements

Work Package Orders are to be executed, on an “**as-and-when-required**” basis, in terms of **Work Package Order and Agreement** documentation signed by the Employer and the Contractor.

The **Work Package Order and Agreement** will include information specific to the Work Package, inter-alia the relevant Contract Data, Schedule of Quantities, Scope, Specifications, and relevant drawings. It must be read in combination with this document and shall have precedence in the interpretation of any ambiguity or inconsistency between it and the contents of this document.

The **Work Package Order and Agreement** will be based on the “basket of items” and their associated rates (as submitted in **Part C2: Pricing Data**). Works will be identified from projects on the Department’s **Medium Term Revenue and Expenditure Framework Budget (MTREF)** (as may be adjusted), or from funding secured for other similar Works that may arise.

C3.1.1.3 Issuing of Work Package Orders

Work Package Orders will be issued, on an as-and-when-required basis. They will be limited to the approved contract/ project authority.

The appointed **Contractor**, in terms of the applicable Bill of Quantities, and on acceptance

by the Contractor, will be issued a **Work Package Order**.

The approval by the Senior Manager, Deputy Head, Directorate Director and Executive Director, where applicable, will be required prior to the issuing of **Work Package Orders**,

Should a Contractor be unable to undertake more works, OR their CIDB grading value (of incomplete works) has been reached, then any further **Work Package Orders** will be issued to one of the other appointed contractor(s), at the sole discretion of the Employer.

Depending on unscheduled disaster workload, all the Contractors may be used, after approval of the Directorate Director, to increase available resources.

C3.1.1.4 Unscheduled/ Emergency Works

For unscheduled/emergency Works, the Employer reserves the right to issue **Work Package Orders** to the most suited of the Contractors.

The Employer also reserves the right not to use any of the Contractors should the Employer deem it so necessary.

C3.1.2 Description of Works

The works will take place in all the regions within eThekwin Municipality to cover all wards.

C3.1.3 Description of the Framework Process

The Employer will enter into a number of Framework Contracts with Contractors following a functionality selection process, for services for a term of three (3) years.

The value of works Package Orders will vary according to the scope of works included within and will be within the following **CIDB 3 GB/EB/ME and above, 4SI and above** contractor grading categories.

Package Order shall be issued in accordance with the latest edition of the CIDB Standard Conditions of Tender and the Package Order shall be issued to the Contractor whose submission scores the highest number of tender evaluation points.

Contractors can only be issued with Package Orders to provide the services within the term of the Framework Contract. Package Orders may, however, have a completion date which extends beyond the term of the Framework Contract.

The Package Orders shall indicate who the Employer's Agent is. The Employer's Agent is fully empowered to act on behalf of the Employer for the services covered by the Package Order. The Employer's Agent will accept, or not accept, the Contractor's assessment of the amount due in terms of the contract.

The Package Orders will provide details of the precise nature of the services required and any task specific requirements. Additional Quality Criteria relevant to nature of the services required may be included in the call for quotations for a Package Order.

Values of Package Orders will be determined by the scope of the works contained within.

C3.1.4 Scope of Works in Package Orders

The following will be covered in detail as part of the Scope of Works for each individual Package Order:

- Scope of Work
- Programme, Method of Work
- Services (general)
- Services (specific)
- Management of the Environment
- Occupational Health and Safety
- Preferential Procurement

C3.1.3 Description of Site and Access

The sites will be made indicated in the **Work Package Order and Agreement** documentation.

C3.1.4 Nature of Ground and Subsoil Conditions

Specific information regarding the nature of the ground and subsoil conditions will be made available in the **Work Package Order and Agreement** documentation.

C3.1.5 Programming of Works

The contractor shall programme the identified works so as to ensure that the full scope of the works are undertaken within the three (3) financial years.

The Employer's has an appointed Consultant Team, (comprising of Engineers, Architects and Quantity Surveyors) through a professional services panel, to provide professional services associated with the above works.

C3.1.6 Key Personnel

Due to the nature of the work, key personnel allocated must have sufficient skill and competency to implement the work; personnel must further be able to project manage and including being able to deal with socio-economic and related conditions arising from such works. The key personnel at task stage must match the competencies of the key personnel at tender stage.

C3.1.7 Co-operation with other services providers / Stakeholders

In undertaking the works, the appointed contractor will be required to work closely with, but not limited to:

- Consultant team
- Employer's Departmental representative, (such being determined based on the scope of works and responsible department);
- Ward councillor
- Local ward based contractors / subcontracting targeted contractors
- Business Interest Groups
- Materials and equipment suppliers

C3.1.8 Quality Management

The contractor shall be fully responsible for the management of all sub-contractors appointed. The contractor shall therefore ensure that a suitable quality monitoring process is in place for each element of the works and that the appointed sub-contractors is conversant on the requirements thereof.

The Contractor shall keep relevant records of all tests and inspections undertaken and will be responsible for submission of all test results as may be required in terms of the Project Specification.

C3.1.10 Management Meetings

Requirements for meetings will be specified upon commencement of the project; monthly management meetings will be held with the Employer, Programme Manager, Consultant and Contractor. Such will be held at venues provided by the Employer or Programme Manager.

The Contractor shall report on the over-all progress of the contract to date and task order specific issues requiring further Client engagement will be addressed at the above meeting.

Site meetings, as and where necessary, will be held specific to each task order awarded. So far as reasonably possible, site and task order specific issues are to be resolved at site meetings. Items/issues that cannot be resolved by the parties at these meetings may be escalated to the management meeting.

C3.1.11 Payment Certificates

Interim payment certificates will be submitted monthly. Such payment certificate will be subject to approval by the Architecture Department.

The contractor must ensure full reporting (i.e. subcontracting beneficiaries, etc) accompanies the consolidated payment certificate.

Monthly payments are to include 100% of the value of materials for permanent work delivered onto the site but not incorporated in the works. The materials must be adequately stored and protected to the satisfaction of the Principal Agent and proof of payment needs to be provided to the Principal Agent and that the materials and goods are the Contractor's bona fide property BEFORE payment can be made for them. A cession of rights in favour of eThekweni Municipality in respect of unfixed materials on site shall be filled in and signed by the Contractor whenever a claim for materials on site is made. A copy of the materials on site cession form is included in this document as an annexure.

C3.1.12 Proof of compliance with the law

The Contractor shall ensure full compliance with all applicable laws for the duration of the Contract; such requirement shall extend to all sub-contractors appointed by the Contractor. The Contractor shall further ensure compliance with gazetted labour rates for the duration of the contract

C3.1.13 Variations to Scope

Where the items specified in the Bill of Quantities do not reasonably satisfy the requirements in the Scope of a Work Package Order, the Scope of Works and related items will be handled as a variation, with rates to be reviewed by the Employer's Agent, and approved by the Employer.

C3.1.3.14 Design / Supervision by Employer

All works will be designed and supervised by the Employer, or any identified representative of the Employer.

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.

- 1) The words **CONTRACT** and **WORK PACKAGE ORDER** refer to either the formation of the various **PANELS**, or the **WORKS** to be executed through the Contract using **WORK PACKAGE ORDERS** respectively. The words take on the meaning within the context in which they are used.
- 2) Works, when required, will be executed by the issuing a **Work Package Order and Agreement**. The **Work Package Order** documentation will contain **PROJECT SPECIFICATIONS** specific to the Works included in the **Work Package Order**. The **Work Package Order** Project Specification is to be read together with the Project Specification below. Should there be any ambiguity then the Project Specification in the **Work Package Order** shall take precedence.
- 3) At **Panel formation stage**, no Works have been identified. The following Project Specifications will, in general, be largely applicable **Work Package Orders**.

The following is to be read in combination with the Specifications contained in the Work Package Documentation.

C3.2.1 GENERAL

Insert project specifications here.

Preliminary Programme

The Contractor shall include with his approval of the **Work Package Order Agreement** documentation, a preliminary programme. The programme shall be in the form of a simplified bar chart with sufficient details to clearly show how the works will be performed within the time for completion as stated in the **Work Package Order** Contract Data.

The Contractor's attention is drawn to the fact that a number of factors will affect the programming of and method of carrying out the works. These will be documented in the **Work Package Order Agreement** documentation. These may include, but are not limited to:

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

- Those known, existing services in the area of the works will be 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 Employer's Agent's Representative.
- Is work required out of normal hours? (eg. to accesses).
- Vehicular access to private property is to be maintained.
- Traffic restrictions: Minimum lanes of traffic open to traffic at all times.
- Community and Labour Disruptions.
- Work stoppages
- Business and associated Forum Disruptions

The programme will be reviewed at the monthly site meetings at which the contractor shall provide sufficient details that will allow the comparison of completed work per activity against the original approved programme. The contractor shall indicate what resources and programme changes he intends to implement in order to remedy any activity that has fallen behind. The Employer's Agent's Representative may demand from the Contractor a major revision of the programme. Such a revision shall be submitted for approval within fourteen days of the demand.

C3.2.2 Integrated Framework Task Allocation Committee

- The Integrated Framework Task Allocation Committee (IFTAC) will be established to oversee the task allocation, comprising of various members from the Architecture division.

C3.3: STANDARD SPECIFICATIONS

C3.3.1 The Specifications on which this contract is based are the **Model Preambles to Trades 2017 issued by the Association of South African Quantity Surveyors**. This document is obtainable separately, and Tenderers shall obtain their own copies at their own cost.

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 Part AH - OHS Act 1993 Safety Specification – Baseline Risk Assessment
(27 Pages)
- C3.4.2 OHS Act Site Specific Health and Safety Specifications in terms of 2014 Construction Regulations
5.1(b)
(27 Pages)



E3.3.12. Performance Monitoring of Service Providers

General information			
Contract Title			
Contract Number		Department	
Service Provider's name			
Sector		Unit	
Contract description			
Contract Period (months)		Original Due Date for Practical Completion	
Start date (e.g. on site)		Original Contract Sum	

Reason for report	Financial Year:
Practical Completion	Assessment Report ☐
Final Completion	Assessment Report ☐

Contract progress			
Extended Date for Practical Completion		Total Extensions of Time Approved (days)	
Percentage of Work Completed at Report Date		Actual Date of Practical Completion	
Contract Sum as Varied at Report Date			

Service Provider's performance			
	Poor	Accepted	Outstanding
Assessment Criteria	☐	☐	☐
IF ASSESSMENT OUTCOME IS POOR, KINDLY : - provide reasons for underperformance - report on remedial action undertaken or to be undertaken - report on current performance			
KPIs	Achieved	Not Achieved	
	☐	☐	
Overall comments (<i>attach separate sheets if necessary</i>)			
 Reporting Officer			
In my opinion:			
Name (<i>please print</i>)		Contact Number	
Signature		Date	

 Reviewing Officer			
I concur ☐ I do not concur ☐ with the Reporting Officer's assessment detailed in the report.			
In my opinion:			
Name (<i>please print</i>)		Contact Number	
Signature		Date	
 Service Provider			
The report has been forwarded to the Service Provider ☐ Yes ☐ No			
Recommended for further work (to be answered on completion of contract)		☐ Yes ☐ No	
If the recommendation is No, the unsatisfactory performance aspects have been discussed with:			
Minutes of meeting and Service Provider's response attached ☐ Yes ☐ No			
Name of Service Provider's representative (<i>please print</i>)			
Contact number		Date of Discussion	
Signature		Date	

C3.5: CONTRACT AND STANDARD DRAWINGS

C3.5.1 CONTRACT DRAWINGS / DETAILS

Applicable at task level.

C3.6: ANNEXURES

C3.6.1 Applicable at task level

PART C4: SITE INFORMATION

C4.1 LOCALITY PLAN

Applicable at task level

C4.2 CONDITIONS ON SITE

Applicable at task level

C4.3 TEST RESULTS

Applicable at task level