



CLUSTER

Human Settlement, Engineering, and Transport

UNIT

Human Settlements Units

DEPARTMENT

FORMAL HOUSING

PROCUREMENT DOCUMENT

INFRASTRUCTURE

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

Contract No: **1H-23577**

Contract Title: **Construction of new 96 Units at Kwamashu Community Residential Units (CRU), Tender 1 (1 of 2: Blocks A and B)**

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

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: **A Compulsory Clarification Meeting**

Meeting Location, Date, Time: **Will held at KwaMashu CRU Offices, 22 February 2024 at 11:00**

Queries can be addressed to: **Khethiwe Phewa**
Tel: 031 322 5958
The Employer's Agent's Representative: **eMail: Khethiwe.Phewa@durban.gov.za. Email queries to be submitted by 07 March 2024 and consolidated answers to questions will be uploaded 14 March 2024**

TENDER SUBMISSION

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

Closing Date/ Time: **Friday, 22 March 2024** at **10h00**

FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: **FORMAL HOUSING**

Date of Issue: **16/02/2024**

Document Version 24/02/2023(a)

FOR OFFICIAL USE ONLY

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

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

Tenders are hereby invited for the works to Construction of 96 new KwaMashu Community Residential Units (CRU). Tender 1 (1 of 2: Blocks A and B)

Subject	Description	Tender Data Ref.
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Head: FORMAL HOUSING	F.1.1.1
Tender Documents	Documents can only be obtained in electronic format, issued by the eThekweni Municipality. Documentation can be downloaded from the National Treasury's eTenders website or the eThekweni Municipality's Website . The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer.	F.1.2
Eligibility	It is <u>estimated</u> that tenderers should have a CIDB contractor grading designation of 7 GB (or higher). The CIDB provisions in relation to a Contractor's Potentially Emerging (PE) status <u>do not</u> apply.	F.2.1.1
Clarification Meeting	Will held at KwaMashu CRU Offices, 22 February 2024 at 11:00	F.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: Khethiwe Phewa Tel: 031 322 5958 eMail: Khethiwe.Phewa@durban.gov.za.	F.2.8
Submitting a Tender Offer	Tender offers shall be delivered to: The Tender Box in the foyer of the Municipal Building 166 KE Masinga Road, Durban	F.2.13
Closing Time	Tender offers shall be delivered on or before Friday, 22 March 2024 at or before 10h00 .	F.2.15
Evaluation of Tender Offers	The 90/10 Price Preference Point System, as specified in the PPPFA Regulations 2022 will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the Specific Goal(S) for the awarding of Preference Points, and other related evaluation requirements.	F.3.11

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

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

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

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

T1.2.2 TENDER DATA

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

F.1: GENERAL

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

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

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

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

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

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

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

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

Khethiwe Phewa

Tel: 031 322 5958

eMail: Khethiwe.Phewa@durban.gov.za.

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

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

F.2: TENDERER'S OBLIGATIONS

F.2.1 Eligibility: General

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

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

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

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

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

The following are to be noted:

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

F.2.1.1 Eligibility: CIDB

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

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

F.2.2.2 The cost of the tender documents:

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

F.2.6 Acknowledge addenda:

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

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

F.2.7 Clarification meeting:

Will held at KwaMashu CRU Offices, 22 February 2024 at 11:00

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

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

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

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

- Contract No. : **1H-23577**
- Contract Title : **Construction of new 96 Units at Kwamashu Community Residential Units (CRU), Tender 1 (1 of 2: Blocks A and B)**

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

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

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

Tenderers are to include, with their "hard copy" submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the Tenderer's name, **1H-23577, Tenderers name. PDF**". The memory-stick must be securely fixed to the paper submission.

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

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

- 1) Date : **Friday, 22 March 2024**
- 2) Time : **10h00**

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

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

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

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

CIDB Registration

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

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

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

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

Tax Clearance

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

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

Failure to comply will make the tender non-responsive.

Central Supplier Database (CSD)

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

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

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

Compensation Commissioner

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

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

Failure to comply will make the tender non-responsive.

F.3: THE EMPLOYER'S UNDERTAKINGS

- F.3.1.1 Respond to requests from the tenderer:** Replace the words "five working days" with "three working days".
- F.3.2 Issue addenda:** Add the following paragraph: "Addenda will be published, in electronic format, on the same platform(s) as the Tender Notification (refer to F.1.2).
- F.3.4 Opening of Tender Submissions:** Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the SCM Boardroom, 6th Floor, Engineering Unit Building, 166 KE Masinga Road, Durban.
- F.3.11 Evaluation of Tender Offers:**

Functionality

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

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

Preference Point System

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

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

Price Points

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

Preference Points

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

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

Ownership Goal

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

Goal Weighting 30%			
Ownership Categories	Criteria		90/10
Race: Black (w1)	0%		0
	>0% and <51%		8
	≥51% and <100%		15
	100%		20
Gender: Female (w2)	0%		0
	>0% and <51%		8
	≥51% and <100%		15
	100%		20
Disabilities (w3)	0%		0
	>0% and <51%		8
	≥51% and <100%		15
	100%		20
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status) <ul style="list-style-type: none"> • Companies and Intellectual Property Commission registration document (CIPC) • CSD report. • B-BBEE Certificate of the tendering entity. • Consolidated BBBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System). • Agreement for a Consortium, Joint Venture, or Trust. 			
The Category Weightings of the Ownership Categories will be: <ul style="list-style-type: none"> • w1 = 37,5%, w2=37,5%, w3=25% (where x + y + z = 100%) 			

RDP Goal: The promotion of South African owned enterprises

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

RDP Goal: The promotion of South African owned enterprises		
Goal Weighting 30%		
Location		90/10
Not in South Africa		0
South Africa		2.5
KZN		5
ETM		10
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status)		
<ul style="list-style-type: none"> CSD report 		

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

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

Goal Weighting 40%		
Contract Participation Goal		90/10
Sub-contracting 0%		0
Sub-contracting <25%		2.5
Sub-contracting 25%		5
Sub-contracting ≥25% and <50%		10
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status)		
<ul style="list-style-type: none"> Contract Participation Goal Plan (% work to be allocated) 		

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

- (a) The tenderer submits a **valid Tax Clearance Certificate OR Tax Compliance Status PIN**, issued by the TCS System of the South African Revenue Services, or has made arrangements to meet outstanding tax obligations.
- (b) The tenderer is **registered, and "Active", with the Construction Industry Development Board**, at time of tender closing, in an appropriate contractor grading designation.
- (c) The tenderer or any of its directors/shareholders is **not listed on the Register of Tender Defaulters** in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- (d) The tenderer has not:
 - Abused the Employer's Supply Chain Management System; or
 - Failed to perform on any previous contract and has been given a written notice to this effect.
- (e) The tenderer has completed the **Compulsory Enterprise Questionnaire** and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
- (f) The tenderer is **registered and in good standing with the compensation fund or with a licensed compensation insurer**.

- (g) The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the **necessary competencies and resources to carry out the work safely.**

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

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

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

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

Tenderers are to include, with their "hard copy" submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the Tenderer's name, eg. **1H-23577 Tenderers Name.PDF**". The memory-stick must be securely fixed to the paper submission.

The additional conditions of tender are:

T1.2.3.1 Appeals

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

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

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

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

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

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

T1.2.3.3 Code of Conduct and Local Labour

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

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

T1.2.3.4 Targeted Procurement

Targeted Procurement provisions is applicable to this tender.

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

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

Refer to **Economic Empowerment Framework**.

T1.2.3.5 Functionality Specification

Functionality Evaluation is applicable to this tender.

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

Functionality Criteria / Sub Criteria		Maximum Points Score
Tenderer's Experience		40
Project Organogram and Experience of Key Staff	Contracts Manager	15
	Site agent	10
	Foremen	10
	Health and safety officer	5
Preliminary Programme		10
Construction Methodology & Quality Control		10
Maximum possible score for Functionality (M_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 Part T2.2: Returnable Schedules:

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

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

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

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

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

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

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

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

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

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

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

T2.1.2 Returnable Schedules, Forms and Certificates

Entity Specific

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T2.2.2	Certificate of Attendance at Clarification Meeting.....	20
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T2.2.4	Contractor's Health and Safety Declaration.....	22
T2.2.5	MBD 4: Declaration of Interest.....	23
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Eligibility

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Technical or Functionality Evaluation

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T2.2.19	Experience of Key Personnel.....	44
T2.2.20	Preliminary Programme.....	45
T2.2.21	Construction Approach, Methodology, and Quality Control.....	46
T2.2.22	Schedule of Proposed Subcontractors.....	47
T2.2.23	Plant and Equipment.....	48
T2.2.24	Contractor's Health and Safety Plan.....	49

T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages **20 to 50**.

NOTE

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

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

Ref	Description	Complete or Circle Applicable
1.1	Name of enterprise	
1.2	Name of enterprise's representative	
1.3	ID Number of enterprise's representative	
1.4	Position enterprise's representative occupies in the enterprise	
1.5	National Treasury Central Supplier Database Registration number	MAAA
1.6	eThekweni Supplier Database: Reference number (PR), if any:	PR
1.7	VAT registration number, if any:	
1.8	CIDB registration number, if any:	
1.9	Department of Labour: Registration number	
1.10	Department of Labour: Letter of Good Standing Certificate number	
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		
2.4		
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 Record in the service of the state (Insert on a separate page if necessary)

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|--|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> a member of any provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> a member of the National Assembly or the National Council of Province |
| <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) | <input type="checkbox"/> an employee of Parliament or a provincial legislature |

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

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

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|--|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> a member of any provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> a member of the National Assembly or the National Council of Province |
| <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) | <input type="checkbox"/> an employee of Parliament or a provincial legislature |

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

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

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

NAME (Block Capitals): _____

Date _____

SIGNATURE: _____

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

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

This is to certify that:

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

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

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

Particulars of person(s) attending the meeting:

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

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

Name:
Signature:
Date:

T2.2.3 TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.4 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

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

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

Declaration by Tenderer

- 1 I, the undersigned, hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS 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 OHS 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Principal Contractor's personnel, the Client's personnel, the Employer's Agent, visitors, and officials and inspectors of the Department of Labour.
- 7 I, the undersigned, hereby confirm that adequate provision has been made in the tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Client in terms of the said Regulations (Regulation 33) for failure on the Principal Contractor's part to comply with the provisions of the Act and the Regulations.
- 8 I, the undersigned, agree that failure to complete and execute this declaration to the satisfaction of the Client will mean that this company is unable to comply with the requirements of the OHS 1993 Construction Regulations (2014) and accept that this tender will be prejudiced and may be rejected at the discretion of the Client.

<i>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>

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

SIGNATURE: _____

T2.2.5 MBD 4: DECLARATION OF INTEREST

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

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

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

- 1 No bid will be accepted from persons **in the service of the state**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	Complete T2.1.2.1 Item 1.1
Name of enterprise’s representative	Complete T2.1.2.1 Item 1.2
3.2 ID Number of enterprise’s representative	Complete T2.1.2.1 Item 1.3
3.3 Position enterprise’s representative occupies in the enterprise	Complete T2.1.2.1 Item 1.4
3.4 Company Registration number	Complete T2.1.2.1 Item 3.1 or 3.2
3.5 Tax Reference number	Complete T2.1.2.1 Item 3.3
3.6 VAT registration number	Complete T2.1.2.1 Item 1.7

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

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

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

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

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

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

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

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

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

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

NAME (Block Capitals): **Date**

SIGNATURE:

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

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

	Circle Applicable	
1.0 Are you by law required to prepare annual financial statements for auditing?	YES	NO
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.		
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.		
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.		

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

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

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

SIGNATURE: _____

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

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

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

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

1.0 GENERAL CONDITIONS

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

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

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

1.3 Preference Points for this tender shall be awarded for:

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

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

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

2.0 DEFINITIONS

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

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

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

2.4 **“tender for income-generating contracts”** means a written offer in the form determined by Municipality in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the Municipality and a third party that produces revenue for the Municipality, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions.

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

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4.0 POINTS AWARDED FOR SPECIFIC GOALS

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

- a. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of:
1. an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system, or
 2. any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

TABLE 1: Specific Goals for the tender and points claimed are indicated per the table below.

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

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

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

shown.

I acknowledge that:

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

NAME (Block Capitals):

Date

SIGNATURE:

.....
.....

.....

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

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

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

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

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

4.1.1 If YES, provide particulars.

.....

.....

Circle Applicable	
YES	NO

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

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

4.2.1 If YES, provide particulars.

.....

.....

YES	NO
-----	----

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

4.3.1 If YES, provide particulars.

.....

.....

YES	NO
-----	----

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

YES	NO
-----	----

4.4.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

4.5.1 If YES, provide particulars.

.....

.....

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

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

NAME (Block Capitals):

Date

SIGNATURE:

.....

.....

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

- 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:
- a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4.0 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of **bid rigging**.
- 5.0 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation.
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience.
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁹ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices.
 - (b) geographical area where product or service will be rendered (market allocation).
 - (c) methods, factors or formulas used to calculate prices.
 - (d) the intention or decision to submit or not to submit, a bid.
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
 - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.11 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.12 ELIGIBILITY: DECLARATION OF MUNICIPAL FEES

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

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

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

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

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

T2.2.13 ELIGIBILITY: REGISTRATION WITH COMPENSATION COMMISSIONER

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

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

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

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

Clause 82: Employer to furnish returns of earnings

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

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

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

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

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

Clause 89: Mandators and contractors

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.14 ELIGIBILITY: CSD REGISTRATION REPORT

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

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

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

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

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

The screenshot shows the beginning of a CSD Registration Report. At the top left is the logo for the Central Supplier Database for Government. To the right are two input fields: 'Report Date:' and 'Report Ran By:'. Below this is a green horizontal bar with the text 'CSD REGISTRATION REPORT'. Underneath is a section titled 'SUPPLIER IDENTIFICATION' which contains a grid of input fields for the following information:

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

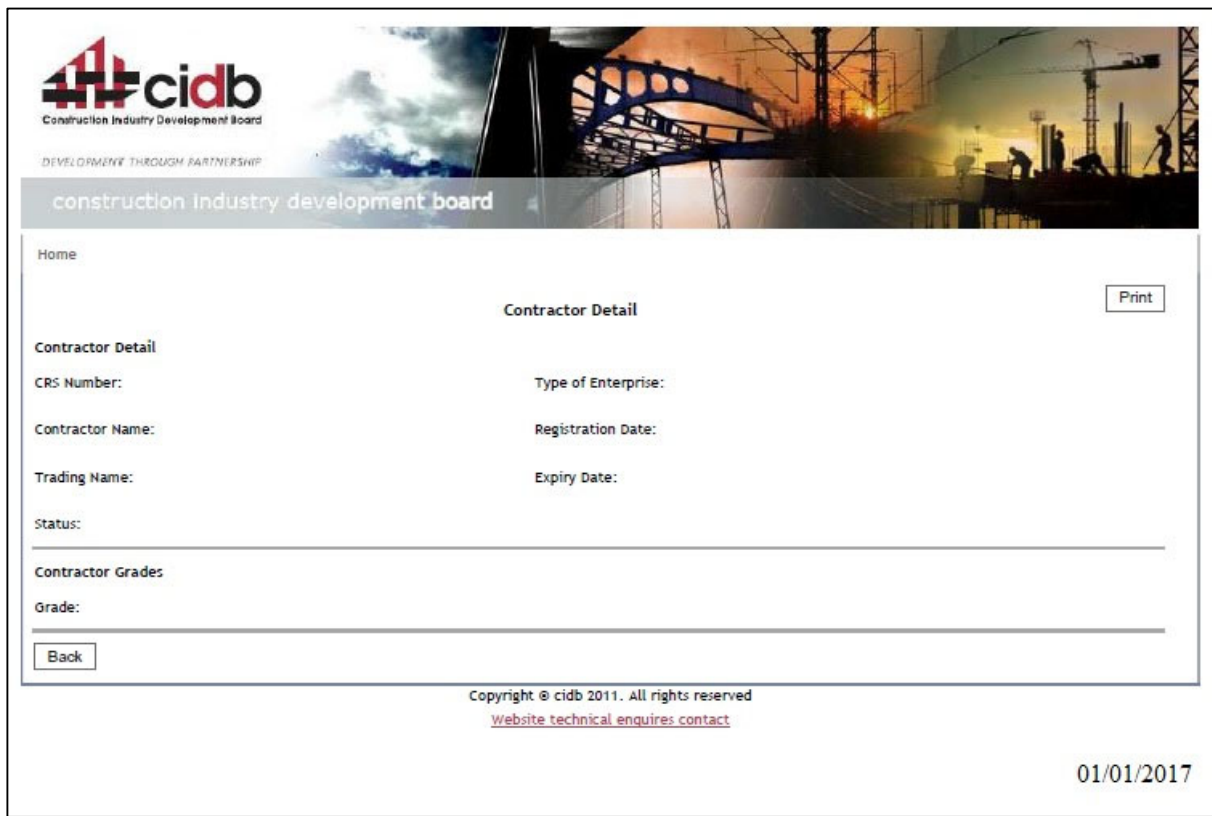
T2.2.15 ELIGIBILITY: VERIFICATION OF CIDB REGISTRATION AND STATUS

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

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

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

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



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

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

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

T2.2.17 PROPOSED ORGANISATION and STAFFING

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.18 KEY PERSONNEL

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

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

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

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

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

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

.....

T2.2.19 EXPERIENCE OF KEY PERSONNEL

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

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

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

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

Each CV should be structured under the following headings:

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.21 CONSTRUCTION APPROACH, METHODOLOGY, AND QUALITY CONTROL

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

Construction Approach and Methodology

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

Quality Control

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.23 PLANT and EQUIPMENT

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

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

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

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

Attach additional pages if more space is required

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

DESCRIPTION (type, size, capacity etc)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.24 CONTRACTOR'S HEALTH AND SAFETY PLAN

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

PART C1: AGREEMENT AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.1: OFFER



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

Principal Contract

X

Client ETHEKWINI MUNICIPALITY

Contract No. 1H - 23577

Description Construction of new 96 units at Kwamashu Community Residential Units CRU
Tender 1 (1 of 2: Blocks A and B)

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

Thus done and signed at _____ on _____

--

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

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

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.2: FORM OF ACCEPTANCE

This Form will be completed by the Employer

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

The terms of the contract are contained in:

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

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) :

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

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

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

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

FOR THE TENDERER

FOR THE EMPLOYER

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

C1.2: CONTRACT DATA
INCLUDING SPECIAL CONDITIONS OF CONTRACT

C1.2.1 PART 1: C1.2.1 GENERAL CONDITIONS OF THE CONTRACT

1. FORM OF CONTRACT

The “JBCC (JOINT BUILDING CONTRACTS COMMITTEE) PRINCIPAL BUILDING AGREEMENT – EDITION 6.2, – MAY 2018,” as amended in the SPECIAL CONDITIONS OF CONTRACT, shall be applicable to this contract.

2. PRELIMINARIES

The “ASAQS (ASSOCIATION OF SOUTH AFRICAN QUANTITY SURVEYORS) PRELIMINARIES, OCTOBER 2016,” as amended in the SPECIAL CONDITIONS OF CONTRACT, shall be applicable to this contract.

3. TRADE PREAMBLES

The “Model Preambles for Trades – 2016”, as recommended by The Association of South African Quantity Surveyors shall apply to this contract and is obtainable from The Association of South African Quantity Surveyors or Building Industries Federation South Africa (BIFSA).

4. PRINCIPAL BUILDING AGREEMENT CONTRACT DATA – EC

The details are stated in the schedule named “PRINCIPAL BUILDING AGREEMENT CONTRACT DATA – EC”.

5. PRINCIPAL BUILDING AGREEMENT CONTRACT DATA – CE

The details are stated in the schedule named “PRINCIPAL BUILDING AGREEMENT CONTRACT DATA – CE”.

6. ASAQS PRELIMINARIES - SCHEDULE OF VARIABLES

The details are stated in the schedule named “SCHEDULE OF VARIABLES”.

PART 2: C1.2.2 SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

These special Conditions of Contract generally contain clauses that are either deemed to be additions, elaborations or variations to the General Conditions of Contract. Accordingly, these Special Conditions of Contract must be read in conjunction with the General Conditions of Contract and it shall be deemed that the amended meanings and intentions of the clauses shall apply, if applicable. In addition, it shall be deemed that any reference to Contractor shall mean Principal Building Contractor, as defined in the JBCC Principal Building Agreement.

2. SCOPE OF THE CONTRACT

The scope of the contract for each Tender option/s, if applicable, is described in the Specifications, Drawings, Bills of Quantities, Contract Conditions and the Contract Variables, as applicable.

3. CONFIDENTIALITY OF CONTRACT DOCUMENTS

It shall be deemed that the details of the documents shall be treated as private and confidential and their general content shall not be disclosed or discussed with third parties without the prior approval of the Principal Agent in writing.

4. PROGRAMME

The Contractual Commencement and Completion dates and any other relevant dates for this contract are stated in contract data schedule.

Time, cost and quality are to be considered the essence of this Contract. Accordingly, it shall be deemed that the contract programme prepared and issued in "Primavera", MS Project or similar approved programming software, detailing each activity and duration is submitted by the Contractor, in accordance with the tender requirements prior to the tender, and as amended in conjunction with the Principal Agent and/ or other Agents, shall be the basis of monitoring progress on the project. The programme is to include construction activities, long lead procurement schedules, information required schedules, tenant information schedules and sub-contractor appointment schedules.

The Process to be adopted in finalising the program shall be as follows:

The Construction Project Manager and/ or Principal Agent shall evaluate the programme to ensure the completeness of the work programmed, accuracy of the durations, relevance and completeness of the logic, dates on which information are requested, times allowed for long lead items and subcontractor appointment dates.

Any shortcomings and/ or further requirements shall be clearly indicated in a programme assessment report and issued to the contractor for correction and additions.

The contractor shall affect amendments to the program based on above and the final contract programme shall be signed-off by the Project Team and shall be deemed to be the baseline/ target contract programme. This programme, and the progress therein, (and relevant authorised revisions), will form the basis of adjudication of all clauses relating to time as specified in the contract document. The submission of the programme and the dates therein shall not excuse or relieve the principal building contractor or its parties from completing the project within the timeframe specified in the contract documents.

The Process to be adopted in finalising the program shall be as follows (Continued):

The contractor shall update the contract/ project programme at any time when the works been developed do not, or may not correspond to that originally programmed, or as formally instructed by the Project Manager and/ or Principal Agent. It shall be deemed that the principal building contractor has, when updating or developing the programme, consulted with the relevant project team members as well as the relevant nominated and selected sub-contractors regarding procurement period, specifications and sequencing required.

PART 2: C1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)**4. PROGRAMME (CONTINUED)**

The process to be adopted for **PROGRESS REVIEW** shall be as follows:

The Project Manager and/ or Principal Agent, and the Contractor shall conduct a progress review on a pre-determined weekly interval. The progress for each activity of the works shall be evaluated, agreed upon and recorded in a report.

The progress review shall incorporate procurement of long lead items, information release, fit - out information and sub-contractor appointments.

The following information shall be recorded for each activity:

Actual start dates of the planned activities (if started),
Actual finish dates of the planned activity (if completed),
Estimated remaining durations of the planned activities that are still in progress,
Suspend and resume dates if a planned activity is suspended, and
Log text of delays incurred to planned activities.

The result after the progress update must be closely evaluated and the relevance and accuracy of the results must be checked.

NOTE:

The Contractor is not permitted to make any changes to the Contract Programme without agreement by the Project Manager and/ or Principal Agent.

Extension of time claims due to inclement weather, late information, or any other reason shall far as practical, be evaluated the moment it is submitted and the effect on the contractual end date determined.

A decision shall as far as practical be made immediately on the number of days to be granted to the contractor, if any.

Claims that have no effect on the critical path shall be so recorded.

A summary of the extension of time claims submitted, for both inclement weather and contractual claims must be included in the joint progress report.

5. DAMAGE TO THE WORK

Care shall be taken not to cause any damage to any part of the existing or new work or any adjoining property. The contractor will be held responsible for damage caused to the works by his negligence and shall be liable for all costs incurred in making good any such damage to the satisfaction of the Principal Agent.

6. COMMUNICATION, MEDIA RELEASES, ETC.

The contractor shall not in any way communicate with the press, or any representative of the written or electronic media, on a question affecting this contract unless prior approval in writing is received from the Employer and/ or through the Principal Agent.

All rights of publication of articles in the media, together with any advertising relating to, or in any way concerned with this project shall vest in the Employer.

The contractor shall not, without the written consent of the Employer and/ or through Principal Agent, cause any statement or advertisement to be printed, screened or aired by the media.

7. COPYRIGHT

No part of this document and any document forming part of the contract documents may be copied, photographed or repeated in any manner or by any process without the written consent of the author. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes

contained in documents pertaining to this contract. The person, firm, body, supplier, contractor, sub-contractor and any other contracting party is to be responsible jointly and severally, in their personal and corporate capacities for any contravention of this requirement.

8. ESCALATION

This contract shall either be subjected or not subjected to any form of Contract Price Adjustment Formulae such as the Haylett Formulae or similar, which shall be dependent on the tender offer accepted. In this regard, it is deemed to be a re-measurable contract.

Key: ✓ - Tender Option Applicable
X - Not Required For This Tender

9. WORKMANSHIP AND QUALITY CONTROL

The onus to produce work that conforms in quality and accuracy of detail, to the requirements of the specifications, rests with the contractor, and the contractor shall, at his own expense, institute a quality control system and provide other technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

The cost of supervision and process control, including testing carried out by the contractor shall be deemed to be included in the amount quoted for the works.

The contractor's attention is drawn to the normal standards regarding the minimum frequency of testing required for materials. The contractor shall, at his own discretion increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the **PRINCIPAL AGENT** for examination, the contractor shall furnish the **PRINCIPAL AGENT** with the results of the relevant tests, measurements and levels to indicate compliance with the specifications.

Notwithstanding the approval of these above-mentioned tests by the **PRINCIPAL AGENT**, the contractor shall remain solely responsible for the work as defined in this contract document, up to the end of the defects liability period.

REPORTING OF ACCIDENTS/ INCIDENTS

In addition, to any statutory obligations the contractor shall, as soon as practicable, report to the Principal Agent every occurrence on the works or the site causing damage to the property or injury or death to any individuals.

If requested, the contractor shall submit a report in writing to the Principal Agent within 12 hours of such request, setting out the full details of the occurrence.

The Principal Agent shall have the right to make any enquiries either on the site or elsewhere as to the cause and results of any such occurrence and the contractor shall render all reasonable assistance and make available the necessary facilities, equipment, personnel, etc., for carrying out such enquiries.

CO-OPERATION OF CONTRACTOR FOR COST CONTROL

It is deemed that the contractor accepts the obligation of assisting the Professional Consultants in implementing proper cost control in ensuring that the final building cost does not exceed the budget.

The cost control procedures are detailed on the Declaration for Cost Control and forms part of the Contract.

10. APPLICATION FOR PAYMENT

The Contractor shall submit the following information on a monthly basis to the Principal Agent in order to assist with the processing of the payment certificate.

A detailed breakdown of the work done. (The work breakdown must be referenced strictly in accordance with

the Tender Document or the detailed Priced Bills of Quantities, as applicable.)

A detailed breakdown of all variation order/ or project change notice (PCN) costs claimed (With specific reference to work done by the Principal Building Contractor) in the certificate concerned, together with copies of the relevant contract instructions.

A detailed breakdown of the work done by each sub-contractor, and Enterprise Development (ED). (The work breakdown must be referenced strictly in accordance with the Tender Document or the detailed Priced Bills of Quantities, as applicable.)

A detailed breakdown of all variation order/ or project change notice (PCN) costs claimed in the certificate concerned for sub-contract work, together with copies of the relevant contract instructions.

A written declaration authenticated by the Contracts Manager confirming, that the payment claims for work done by sub-contractors has been vetted and amended by the Contractor's Quantity Surveyor, prior to it being forwarded to the Principal Agent and Quantity Surveyor for evaluation.

If applicable, a combined empowerment report which shall include reports on contractor and sub-contractor compliance, in accordance with the format required by the empowerment manager. In this regard, the combined, contractor and sub-contractor empowerment report must contain an affidavit certifying that all information contained the report as being true and correct and must be authenticated by the contractor and a commissioner of oaths. The combined reports must also state that the contractor has checked and verified that all information submitted by sub-contractors is true and correct.

Tax invoice: the contractor shall attach a tax invoice as prescribed in the Value Added Tax Legislation to each payment certificate when presenting the certificate to the employer for payment. Such tax invoices shall correctly reflect the prescribed information and the amounts shall match precisely the amounts included in the payment certificate. Should the contractor fail to comply with these requirements, the date of presentation of the certificate shall be deemed to be delayed at the contractor's default until such time as the requirements are met.

Should anyone or any combination of the above requirements not be complied with, the Principal Agent reserves the right to exclude any amounts that may have been due for certification from the Payment Certificate concerned and/ or delay the issue of payment certificates and/ or, revise the contractual payment date, as applicable, until such time compliance is achieved.

All personnel that are utilised on the project by the contractor and its sub-contractors, are at all times whilst on site, be clothed with clothing that clearly identifies each staff member together with an identification document which includes, but not limited to the following:

A photograph of the personnel concerned;
The identification numbers of the personnel concerned; and,
The name of company concerned

In addition, to that stated above, the contractor shall adhere to the premises security rules and regulations.

No personnel will be permitted to work on the project until this condition is adhered to.

11. INTERVENTION AT MANUFACTURE AND/ OR SUPPLIER AND/ OR SUB-CONTRACT LEVEL

The employer and its agents reserve the right to discuss and liaise on any issue pertaining to this contract with the contractor's service providers i.e. Manufacturers and/ or suppliers and/ or sub-contractors concerned (Nominated and Selected and Domestic). This right shall not create privity of the contract between the employer and/ or its agents and the said manufacturer and/ or supplier and/ or sub-contractors, (Nominated and Selected and Domestic).

12. CESSION OF MATERIALS SUPPLIED TO THE SITE

It shall be deemed that the contractor and its service providers on delivery of each batch of materials to site, has ceded the said materials to the employer.

13. ALTERATIONS IN THE QUANTITY AND VALUE OF WORK

The employer and/ or its Agents shall be permitted to either increase or decrease the quantity and value of work contracted for. In this regard, the contractor including its service providers shall not be entitled to claim for any additional expense incurred, or for any change in the rates for work done and/ or any materials and services supplied. It shall be deemed that all costs associated with this item is included in the Contract Sum.

14. CHANGES IN THE SCOPE OF WORK

The contractor acknowledges that whilst drawings have been prepared for this project, the scope of work and value of the contract may be altered as this is a re-measurable contract and the value for money will be done on each every claims submitted.

15. MARKET RELATED WAGE RATES

The wage rates payable for labour in any category is deemed to be not less than the lessee of:

Statutory wage rates in any labour category in the project locality; and
The Department of Employment and Labour recommended minimum rates applicable at any time during the duration of the contract.

The Contractor shall demonstrate compliance with this requirement on a monthly basis.

16. TREASURES, RELICS, ETC.

Any relics, treasure, articles of value or of potential historical or archaeological interest found on the site must be brought to the attention of the PRINCIPAL AGENT. All work at the specific area of the discovery shall stop for a reasonable time period until such time that the PRINCIPAL AGENT instructs the contractor to continue with the work.

Any relics, treasure, articles of value or of potential historical or archaeological interest found on the site shall remain the property of the Employer and shall be handed over to the PRINCIPAL AGENT who shall be the sole arbitrator of what is an article of value.

17. PRICED BILLS OF QUANTITIES

The Contractor shall submit the Priced Bills of Quantities at the date of the tender closing.

18. LUMP SUM PRICE BREAKDOWN

Where items in the Tender document are measured as lump sums, the contractor shall, upon request submit a detailed Priced Bills of Quantities for each lump sum item WITHIN TEN (10) DAYS OF NOTICE OF AWARD OF CONTRACT, which shall be prepared in accordance with the latest edition of the standard system of Measuring Building Work including any subsequent amendments thereto, which will thereafter form part of the contract and shall be used for the purposes of preparing valuation certificates, determining the value of variation orders, preparation of final account, etc.

19. PRICES AND NET MEASUREMENTS

Prices throughout these bills of quantities shall be deemed to be re-measurable and they include for all obligations arising out of the contract and unless otherwise specified, be held to include for making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works and return of packing's.

Prices for all items contained in these bills of quantities and any additional authorised variations/ or project change notice (PCN), shall be deemed to exclude all amounts due in terms of the Value Added Taxation Legislation. A provision for the addition of VAT shall be made on the summary page of the contract

document and final statement of accounts, as applicable.

20. SPECIFIC VARIATIONS AND/ OR AMENDMENTS AND/ OR ADDITIONS TO THE JBCC SERIES 2000 PRINCIPAL BUILDING AGREEMENT EDITION 6.2, MAY 2018

20.1. DEFINITIONS AND INTERPRETATION

Sub-clause 1.1 refers: - Working Days

Replace the word "excludes" with "includes".

20.2. DOCUMENT

Sub-clause 14.1.4 refers

20.3. DESIGN RESPONSIBILITY

Clause 7.0 Refers

20.4. EMPLOYER'S AGENT

Clause 6.0 Refers:

20.5. CONTRACTOR'S SITE REPRESENTATIVE (JBCC SERIES 2000 EDITION 5.0 CODE 2101 JULY 2007)

Sub-clause 6.1 refers: add the following words after the last sentence:

Should the contractor intend on replacing a resource/s that was stipulated within the tender submission, the contractor is to submit a request to the principal agent. This request is to include a reason and/ or motivation for the change application including all supporting documentation including but not limited to CV, qualifications, previous experience, etc. The principal agent is to review this application and either authorise the change or reject the application providing reasons for the rejection. The application process is to be repeated until the contractor receives approval from the principal agent on the new resource.

20.6. COMPLIANCE WITH CONSTRUCTION REGULATIONS

Clause 2.1 Refers:

20.7. INSURANCES

Clause 10.0 Refer:

It shall be deemed as acceptance by the Contractor that it (the contractor) is satisfied with the scope of the insurances effected by the Employer and is supplemented by additional insurances considered necessary by itself (the contractor). In addition, the Contractor shall be responsible for excess amounts payable. Any clarification of the scope of cover provided by the policies arranged by the Employer should be obtained from the Employer's insurance brokers.

20.8. SECURITY

Clause 11.0 Refers

20.9. CONTRACT INSTRUCTIONS

Clause 17.3 Refers: Add the following:

Should special circumstances warrant that the employer is required to take special measures to assist in the operations of the employer's business, during the construction phase, the employer shall have the right to instruct the principal agent to take special measures to accommodate these special circumstances. In such instance, the principal agent shall advise the contractor of these special measures at the time of issuing contract instructions to do work in this regard.

20.10. SETTING OUT

Clause 13.2.4 refers: Add the following:

The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. Exist in order that the necessary arrangements may be made for the rectification of any such encroachments.

20.11. TEMPORARY WORKS AND PLANT (JBCC SERIES 2000 EDITION 5.0 CODE 2101 JULY 2007)

Clause 19.0 refers – the following is deemed to be added after the words “all times”

The contractor's site camp shall be equipped with Wi-Fi internet connection which shall be utilised by the contractor's staff..

The contractor shall provide for one Construction Site Notice Boards and ;, it shall be deemed that the cost associated with this item including all ancillary work are included in the contract amount.

It shall be deemed that all cost associated with the provision of, including erection and dismantling, etc. of all scaffolding and hoisting equipment, machinery, etc. For Nominated, Selected, Domestic sub-contract and direct work, required for the execution of the works, is included as part of the contract amount.

The contractor shall erect, maintain and remove at completion hoarding with gantries, fans, safety screens, barriers, access gates, covered gangways and the like as necessary for the enclosure of the works and elements thereof all for the protection of the public and others or to meet the specific hoarding requirements of the employer as detailed on the architects drawing, and office accommodation for meetings held on site which shall be kept clean and fit for use at all times

20.12. DIRECT CONTRACTORS

Clause 16.0 Refers

The contractor in consultation with the direct contractor shall:

16.1.2 Regularly update the direct contractors programme in relation to the direct contract works together with a schedule of outstanding construction information in sufficient detail to enable the principal agent to assess the progress of the works and timeously provide the information required, and

20.13. OBLIGATION OF THE PARTIES

Clause 12.0 Refers:

12.2.9 Co-ordinate the direct contractors programme with his own, and

12.2.10 Continuously revise and modify the programme and the schedule of outstanding construction information and issue copies to the direct contractor and the principal agent.

The contractor and direct contractor (i.e Enterprise Development – ED) shall hold regular meetings related to the progress of the direct contract works and at such other times as may be necessary. The contractor shall record and distribute the minutes of the meetings. At the request of the principal agent or the contractor, meetings shall be held to deal with technical and direct contractors co-ordination matters.

20.14. PRACTICAL COMPLETION

Clause 19.0 Refers: Add the following:

The contractor is expected to bring his work to a level of sectional or Practical Completion without extensive snagging lists being prepared by the Principal Agent, Engineer or any other authorised employer's agent. In this regard the Principal Agent, Engineer and any other authorised employer's agent will require sample panels to be erected in order to establish the required standards and performance parameters against which the works quality will be measured. The contractor is expected to snag and rectify his own work until it is ready for Practical/ Sectional Completion Inspection. It shall be deemed that all testing, commissioning, etc. is complete, and the relevant certificate of compliances is in place prior to practical completion.

In the event that such inspection does not result in the work being accepted as Practically/ Sectionally complete then the costs of such inspection and subsequent inspections shall be for the account of the contractor, at a rate of Ten Thousand Rand (R10 000.00) per man hour or part thereof, calculated by multiplying the total of the number of employer's agents and employer's staff present at each abortive practical completion inspection meeting, i.e. Where practical Completion is not achieved, by the time taken for such an inspection until practical completion is achieved. In this regard, the employer reserves the right to recover such costs in addition to any other remedies it may have in accordance with Clause 27.1.1.

20.15. PRACTICAL COMPLETION

Clause 19.0 refers: Add the following

In this regard, the contractor shall within five (5) calendar days of receipt of the practical completion list, issue a program indicating the dates for completion for all items listed in the practical completion list. Should the contractor fail to issue a program, it shall be deemed that all items included in the practical completion list shall be completed within twenty (20) calendar days after the due date for submission of the program.

20.16. DEFECTS LIABILITY PERIOD AND FINAL COMPLETION

Clause 21.0 Refers :

In the event that the certificate of Final Completion is not issued due to the contractor's work not being sufficiently complete then the costs of such inspection and subsequent inspections shall be for the account of the contractor, at a rate of Ten Thousand Rand (R10 000.00) per man hour or part thereof, calculated by multiplying the total of the number of employer's agents and employer's staff present at each abortive final completion inspection meeting, i.e. Where final completion is not achieved in terms of 21.4, by the time taken for such an inspection until final completion is achieved. In this regard, the employer reserves the right to recover such costs in accordance with Clause 27.1.1.

20.17. LATENT DEFECTS LIABILITY PERIOD

Clause 22.0 Refers:

Any water leakage into the existing building as a results of the additional works whether in the roof, external wall, foundations or other element of the building susceptible to water leakage shall, unless proven to be a design defect, or as a result of obvious storm damage, be classified as a latent defect in terms of Clause 1.0 Definitions and Interpretations.

Add the following:

The Contractor shall attend to defects during the Defects Liability Period on a progressive basis, to the satisfaction of the Principal Agent and will not be permitted to wait until the end of the Defects Liability Period or until the amount of defects accumulates to attend to a comprehensive list of defects.

20.18. REVISION OF DATE FOR PRACTICAL COMPLETION

Sub-clause 23.1.1 refers:

It shall be deemed that the contract programme includes an allowance as described under Section C 3.5, in item 4.1- Planning and Programming for incremental rain days and an extension of time shall only be considered once the allowable has been exceeded in the incremental rain days table

Sub-clause 23.1.2 refers: Add the following:

Should any materials or items specified prove to be either unavailable, in poor supply or likely to cause delay to the contract Works, then this fact should be brought to the attention of the Principal Agent in sufficient time for suitable alternatives to be considered. Any claims for delays resulting from the contractor not conforming to the terms of this clause shall not be entertained nor allowed.

Sub-clause 23.2.1 refers:

This sub-clause is omitted.

Sub-clause 23.2.12 refers:

This sub-clause is omitted.

Sub-clause 23.4.2 refers:

Replace the number of working days from “twenty (20)” in the first line to “Seven (7)”.

Sub-clause 23.5 refers:

Replace the number of working days from “forty (40)” in the first line to “ten (10)”.

Clause 23.6 refers: Add the following:

Notwithstanding, sub clause(s) 23.3 to 23.8 a revision to the practical completion date will only be considered for work on the critical path of the contractual programme or the revised contractual programme, as applicable.

Any revised Programme, in order to be considered as a contractual programme, must be approved by the principal agent in writing, prior to it becoming effective.

The removal and replacement of materials and/ or workmanship which do not conform to specification or drawing shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value.

PART 2: C1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

20.19. PENALTY FOR LATE OR NON-COMPLETION

Clause 24.0 Refers:

Payment

Sub-clause 25.2 refers:

Replace the word “shall” in the first line thereof with the word “may”.

Sub-clause 25.4 refers:

The Contractor will be required to provide the Principal Agent with the necessary forms for cession of ownership for unfixed material.

Sub-clause 25.5 refers – the following is deemed to be added after the word’s “employer”:

Notwithstanding this or any other clause, materials and goods stored off-site shall not be included in any amount authorised for payment, unless otherwise agreed in writing.

Add the following: The principal agent shall certify eighty percent (80%) of the value of the material and goods that is stored onsite in the interim payment certificate.

Sub-clause 25.10 refers:

Replace the words “fourteen (14) calendar days” with “thirty (30) calendar days”.

Sub-clause 25.7.3 refers:

Sub-clause 27.7.2 refers:

20.20. ADJUSTMENT TO THE CONTRACT VALUE

Sub-clause 26.2 refers: Add the following:

Instructions given by the Principal Agent and/ or any other authorised employer’s agent in relation to the contract works, shall, irrespective of the format or wording of such instructions, not indicate that the work involved represents an extra or variation and shall not be deemed to be acceptance of any prices or quotations contained in any correspondence.

It is recorded that only the Principal Agent and Quantity Surveyor are empowered, to rule whether any instructions issued constitutes an extra or not and, to resolve cost aspects of any matter pertaining to this contract.

Sub-clause 26.2.3 refers:

Replace the words “ten (10%) percent” with “Seven (7%) percent”.

Add the following:

All new rates shall be supported by a detailed breakdown of costs to the satisfaction of the Quantity Surveyor. The Quantity Surveyor shall have access to all information with regards to the build-up of rates, etc. including independently verifying information with suppliers, sub-contractors, etc.

Sub-clause 27.1.7 refers:

This sub-clause shall be deemed to be deleted.

20.21. SPECIFIC VARIATIONS AND/ OR AMENDMENTS AND/ OR ADDITIONS TO THE ASAQS PRELIMINARIES OCTOBER 2016

20.22. DEFINITIONS AND INTERPRETATION

subclause 1.1 refers: - Working Days

Replace the word “excludes” with “includes”

20.23. DOCUMENTS

Sub-clause 5.1 refers –

Sub-clause 5.2 refers – Add the following:

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 is with regard to description or specification of materials or goods required, or with regard to quantities. Failure to comply with this condition is entirely at the Contractor’s own risk.

The Contractor shall be obliged upon instruction of the Principal Agent to execute such quantities of and classes and kinds of work as the Principal Agent in his sole discretion may deem necessary or which, in the

Principal Agent's opinion, become expedient from time to time or which may be required to meet the Employer's requirements, whether or not such quantities of and classes or kinds of work may appear in these Bills of Quantities or the contract drawings.

The consideration payable to the Contractor in respect of the works shall be determined by the Agent by the application of the rates contained in the priced Bill of Quantities to the quantities of and classes and kinds of work actually executed, which quantities of and classes and kinds of work shall be determined by the Agent.

The rates contained in the priced Bills of Quantities shall apply irrespective of the final quantities of the different classes and kinds of work actually executed.

Prime Cost Amounts, Budgetary Allowances, Provisional Amounts, etc., contained herein may be omitted or reduced at the Principal Agent's sole discretion and the Contractor shall not be entitled to claim for any loss by way of reduction or omission of any discount, or percentage relating to Prime Cost Amounts, Budgetary Allowances, Provisional Amounts, etc., or loss of profit related thereto.

20.24. SAMPLES, SHOP DRAWINGS AND MANUFACTURERS INSTRUCTIONS

Clause 5.6 Refers: Add the following:

The term 'shop drawings' shall mean drawings, layout drawings, diagrams, illustrations, schedules, performance charts, brochures, operating manuals and other data which are prepared by the Contractor or any Sub-Contractor, manufacturer, supplier or distributor and which illustrate the specified portion of the work.

The Contractor shall ensure that all shop drawings required for the Works in terms of this Contract, all Selected/ Nominated Sub-Contracts and/ or any Principal Agent's instruction, are prepared and submitted timeously in accordance with the following procedure:

- a) Three prints of shop drawings of all fabricated work, working or setting out drawings, shop details and schedules shall be submitted to the Principal Agent, for approval. Such work shall not be carried out until such approval has been given.
- b) Shop drawings shall be submitted to the Principals Agents for approval at least two weeks prior to the date on which such approval is required in order to comply with the Contract Programme.
- c) All submissions shall be prepared in accordance with the Contract drawings and specifications and/ or any Principal Agents instructions and any deviation shall be specifically highlighted in writing, with a detailed explanation of the reason for such deviation, together with any cost and/ or time implications. Delays in approval of shop drawings due to noncompliance with drawings, specifications and/ or Principal Agent's instruction shall not constitute grounds for any claims for delay, extension of time and the like.
- d) When the Principal Agent advises that shop drawings have been approved, the original transparencies of such drawings shall immediately be submitted to the Principal Agent so that the Principal Agent's stamp of approval may be appended thereto. Thereafter, four prints of the approved shop drawings, setting out drawings and schedules shall be furnished to the Principal Agent. As many prints of the approved shop drawings and schedules as required shall also be furnished to the Works. No work shall be performed in accordance with drawings and/ or catalogues not stamped with the Principal Agent's approval.
- e) The Contractor, Sub-Contractor or Supplier, as the case may be, shall be responsible for ensuring that all dimensions affecting shop drawings conform to the dimensions of built work.
- f) The Principal Agent or other Agents approval of shop drawings is limited to checking conformity with specification and shall not relieve the Contractor, Sub-Contractor or Supplier of his responsibility for design, erection or installation fit, nor does it vary his contractual or edictal obligations and liabilities.
- g) Should the Contractor, Sub-Contractor or Supplier be of the opinion that corrections to shop drawings made by the Principal Agent or other Agents, constitute a change to the scope of work, then he shall immediately advise the Principal Agent in writing of this, together with the cost and/ or

programme implications thereof, in order to obtain the Principal Agents directive.

- h) One additional copy of the final approved set of 'Shop drawings' is to be submitted to the Principal Agent and Quantity Surveyors for purposes of valuation and final account re-measurement.

20.25. SPECIAL ATTENDANCE ON N/S SUBCONTRACTORS

Sub-clause 8.1 refers: Add the following:

The tenderer shall examine all drawings and information pertaining to the Works as a whole and shall provide all necessary resources for the due and proper execution and completion of the Works.

The provision, erection, moving as necessary and dismantling of scaffolding by the Contractor as required for the work, shall be done in the best interests of the project whereby the duration of erected scaffolding shall allow following trades to use such scaffolding and all trades and subcontractors shall have adequate and proper use of scaffolding for the contract duration. The Contractor shall also provide all necessary hoistage, carnage, storage, etc., for the due fulfilment of the Contract for all trades and sub-contracts.

20.26. GENERAL

Sub-clause 9.2 refers – Add the following:

The tenderer shall allow for necessary temporary hoarding, dust screens, tunnelling, etc. As required for the safe execution of the works. On completion the contractor shall remove all hoarding and make good.

Notwithstanding the general security requirements, the contractor will be required to provide for the protection of the works in general and in times of unrest which will be subject to civil commotion, riots, strikes and lockouts.

The principal contractor and all of his subcontractors shall be required to execute the works in such a manner as will keep disruptions to the adjacent operations to an absolute minimum.

21. SPECIFIC PRELIMINARIES

21.1. PROPRIETARY BRANDED PRODUCTS

All materials, fittings, finishes, etc. Specified hereinafter under a trade name, catalogue number or reference, must be exactly as described. The Principal Agent's approval in writing must be obtained for the use of any alternative to the specification before the submission of Tenders otherwise the specified materials, fittings, finishing's, etc. will be as assumed to have been allowed for in the tender.

The contractor shall take delivery of, handle, store, and use, apply and/ or fix all proprietary branded products in strict accordance with the manufacturers' instructions after consultation with the manufacturer's authorised representative.

21.2. MODE OF PROCEDURE

The Contractor shall provide, at the first site meeting, a computer generated critical path programme for each section of the project. The programme shall be prepared in sufficient detail to enable the principal agent to assess the weekly progress of the works. The programme must clearly indicate the lead times for procurement and off-site manufacture where appropriate and key dates for information required and for the appointment of nominated and/ or selected and/ or domestic and/ or direct sub-contractors and Enterprise Development (ED). The programme must accommodate the live productivity of the existing site. The programme and level of detail shall be to the entire satisfaction of the principal agent.

No change is to be made to the programme without the approval of the Principal Agent, who shall be entitled to instruct the contractor to update and modify the programme in accordance with site circumstances, if applicable.

The programme is to be subject to the approval of the Principal Agent but such approval shall in no way

relieve the contractor of his sole responsibility for the proper programming and seeing to the progress of the works and the timeous completion thereof.

The programme is to be prominently displayed in the site office and copies of the programme and its supporting documentation together with all amended programmes shall be handed to the Principal Agent.

The Contractor will be required to maintain, in addition to the main programme referred to above, a comprehensive fortnightly bar-chart programme expanded to reflect anticipated daily activities for the ensuing fourteen (14) days, the contractor will be required to monitor the programme submitted by the nominated and/ or selected and/ or domestic and/ or direct sub-contractors and Enterprise Development (ED) that they do not lag behind and cause a slippage on the main contractual programme. No delay claims will be entertained by the Principal Agent due to misalignmet and slippages of the main contractual programme caused by the nominated and/ or selected and/ or domestic and/ or direct sub-contractors and Enterprise Development (ED)

21.3. LABOUR RECORD

At the end of each month the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day. For the general labour, the description shall include their ID numbers for submission of the monthly labour report.

21.4. WARRANTIES

The Contractor undertakes to perform the work in accordance with the terms and the conditions of the contract, in a workmanlike manner, which shall include but not be limited to, complying with the manufacturers/ suppliers' specifications, if applicable, in respect of goods, methods, or materials used in the performance of the work. All warranties for equipment and material shall be sent to the Principal Agent at the final completion of works.

The Contractor further warrants that they shall use only new merchantable materials, as per the Design specifications of the project, as well as supervision, labour and equipment which are fit for the purpose for which they are intended.

21.5. EXISTING SERVICES

The Contractor shall consult the Principal Agent before disconnecting any services. The Contractor shall take special care not to damage any existing services that could have been foreseen or what have been shown to him by the Principal Agent or Employer's representative. Damage to this services shall be for the contractor's account.

21.6. PLANT RECORD

At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.

21.7. MANUFACTURER'S RECOMMENDATIONS

All commodities are to be handled, stored, used, applied and/ or fixed in strict accordance with the manufacturer's instructions and recommendations and after consultation with the manufacturer's authorised representative. Should these instructions and/ or recommendations conflict with other specified requirements the Principal Agent must be notified timeously.

21.8. COMMODITIES TO BE NEW

All commodities, goods, articles or materials throughout the building are to be new except where re-use of existing is specified and are to be handled, stored, used, and/ or fixed with care to ensure that they are in perfect condition when incorporated in the works and thereafter properly protected so as to ensure that they are likewise in perfect condition when handed over at completion of the works.

21.9. STANDARD OF WORKMANSHIP AND MATERIALS

In the absence of detailed specifications for any item or items, National Building Regulations, the latest applicable South African Bureau of Standard (SABS) specifications, or where such does not exist, then the latest applicable British Standard Specification (BS) shall apply.

21.10. OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor shall comply with the requirements as stated in the Occupational Health and Safety Manual for construction as prepared by BIFSA or the Occupational Health and Safety Specification, if included as part of the contract documents and for the duration of this contract be deemed to be the mandatory of the employer for the purposes of the Occupational Health and Safety Act No. 85 of 1993, and shall prior to taking occupation of the site, satisfy the employer by means of written representations confirming compliance with the relevant requirements of the said act.

Acceptance by the employer of the contractor's written representations in terms of the above shall constitute an agreement in writing to the arrangements and procedures between the parties to ensure compliance by the contractor, with the provisions of the act referred to herein, for the purpose of section 37(2) of the said act.

The employer shall at all times have the right to summarily suspend the performance of the contractor hereunder pending compliance by the contractor with any requirement, regulation and/ or direction referred to.

The employer shall be entitled to set-off against any amount owed to the employer by the contractor hereunder any loss or damage suffered by it (the employer) as a result of suspension of the contractor's performance in the circumstances envisaged above.

For the sake of clarity, it shall be deemed that the BIFSA documentation shall only apply in instances where no other Occupational Health and Safety Specification are included as part of the contract documents.

21.11. GUARANTEES AND MAINTENANCE INSTRUCTIONS AND/ OR MANUALS

The Contractor shall obtain and hand over to the Principal Agent on practical completion, all relevant guarantees, any operating and maintenance instruction manuals, data or instructions required by the Principal Agent or provided by manufacturer's or suppliers.

The Contractor shall ensure that all warranties and guarantees are received and fully ceded to the Employer on final completion.

21.12. PUBLICATIONS AND ADVERTISING

The Contractor shall not publish or cause to be published, any papers, articles or information relating to this contract nor display or permit to be displayed any advertisements on the site or elsewhere, in connection with this contract, without the prior permission, in writing, of the Principal Agent. The Contractor shall be responsible for the observance of this clause by his employees and sub-contractors.

21.13. REPORTING OF ACCIDENTS

In addition to any statutory obligations, the contractor shall, as soon as practicable, report to the principal agent every occurrence on the works or the site causing damage to the property or injury or death to any individuals. If required by the Principal Agent, the Contractor shall submit a report in writing to the Principal Agent within forty eight (48) hours of such incident setting out full details of the occurrence.

The Principal Agent shall have the right to make any enquiries either on the site or elsewhere as to the cause and results of any such occurrence and the Contractor shall make available to the Principal Agent the necessary facilities for carrying out such enquiries.

21.14. CONFIDENTIALITY

The Parties agree to consider information obtained from each other during the course of this Agreement as confidential information and shall maintain such information as confidential indefinitely after the expiry or termination of this Agreement.

21.15. AS BUILT DRAWINGS

The Contractor shall accurately record the details of the electrical, mechanical, security, fire installation, water reticulation details, contractor breaks, etc., on drawings and issue same to the Principal Agent and the relevant agent for record purposes.

21.16. FALSE DECLARATION

All information provided by the contractor is accepted in good faith as being true and accurate. Any false declaration or intentional omission of relevant facts shall be reported to the employer, which on receipt of such report may elect to exercise its (the employer's) rights in terms of common law and/ or the contract, as applicable.

21.17. REGULATIONS

The work shall be carried out in accordance with the requirements of local Authority Regulations that may be applicable.

The contractor shall if necessary, give notice and pay all fees, costs and rates as may be required by the Local Authority.

21.18. CONTRACTOR'S YARD, LATRINES, TELEPHONES, ETC.

The Contractor shall liaise with the Principal Agent with regard to storage space for plant, equipment, etc.

The Contractor is responsible for security of his equipment and materials used during the contract. No alcohol or drugs will be allowed on site neither will any person be admitted to the site if the Principal Agent has any reason to believe that such person is under influence of alcohol or drugs.

The Contractor is to provide temporary sheds, latrines and telephones, etc. for the duration of the project. These facilities must be available for use to the professional team and all Contractors involved on the project.

21.19. DUST AND NOISE POLLUTION

The Contractor shall take all reasonable measures to minimise any dust and nuisance and inconvenience as a result of the execution of the works. The Contractor shall use suitable and effective silencing devices for pneumatic tools and other plant that would otherwise cause a noise level exceeding the level laid down by the Local Authority.

21.20. NOTICES, SIGNS AND ADVERTISEMENTS

The Employer reserves the right to erect notices, signs and advertisements on the site or in the vicinity of the site. The Contractor is not entitled, without written approval by the Principal Agent, to display any signboard of his own. He must however allow for the standard signboard, if required by the employer.

21.21. CESSIONS

Neither of the Parties may cede, delegate, assign or make over any of its rights and/ or obligations in terms of this Agreement to any other third party without the prior written consent of the other Party.

21.22. ACCESS FOR PERSONNEL

No unauthorised persons are allowed on site unless authorised by the Principal Agent in writing. No persons are allowed access to any portion of the existing buildings, if applicable, other than the agreed entrance and exit routes, unless authorised by the Principal Agent in writing.

21.23. SAFETY HELMETS

The Contractor shall provide and keep on site an adequate supply of clean safety helmets and reflective

vests for the use of all professional personnel and all authorised visitors.

21.24. SPECIAL TASKS

The Employer shall have the right to employ other Contractors to execute any special tasks whether contained in this contract or not, concurrently with the works being executed under this Contract.

The Contractor shall not be entitled to any profit and/ or builder's discount on the value of any work executed by other contractors but shall nevertheless allow these other contractors and the Employer's employees to have access to the works, allocate reasonable space for the storage of their materials, tools and equipment.

Without in any way detracting from the generality of or limiting the above, the Contractor is advised that the special tasks will be carried out by the Employer and other contractors and the value of such work shall not be included in this contract.

21.25. OVERTIME

The Contractor is to note that all rates are inclusive of overtime work allowance and no additional costs for overtime work will be entertained.

21.26. INTERPRETATION OF THE DRAWINGS, SPECIFICATIONS AND BILLS OF QUANTITIES

The Contractor shall be held solely responsible for and shall, at his own expense, rectify any errors arising out of the incorrect interpretation of the Drawings, Specifications, Bills of Quantities or Instructions.

Should any part of the Drawings, Specifications or Bills of Quantities not be clearly intelligible to the Contractor, or the material or articles to be used in the execution of the works be considered insufficiently described or the manner in which the work is to be carried out not clear, the Contractor must obtain from the Principal Agent the necessary information to clarify such Drawings, Specifications, Bills of Quantities or Instructions, which request shall be in writing.

All drawings, whatever their origin, are to be issued to the site or to any other person or persons only through the principal agent's office and shall bear the principal agent's office stamp and signature and an up to date register of all drawings issued to the contractor shall be kept on the works. Any other drawings used on the site will be used at the contractor's risk and should any work be incorrect due to the use of unauthorised drawings the cost of rectifying such work shall be for the contractor's account.

All drawings used on the works shall be properly mounted on suitable sheet material or otherwise protected and kept in good condition. Any drawings becoming bleached or otherwise obscured so that they cannot be properly read shall be returned to the Principal Agent for replacement, as any errors due to misreading of damaged or obscured drawings shall be made good by the Contractor at his own expense.

21.27. WORKING DAYS AND HOURS

The Tenderer is advised that the definition of "Working Days" has been amended to include Saturday and Sunday as normal working days. Further, the working hours shall mean 24/7 (twenty-four hours a day for seven days a week for the complete duration of the contract). The Tenderer is to allow for all costs associated with this clause and is to allow for same in his Construction Programme.

21.28. JOBBING AND SITE RECORDS

Each trade shall perform all necessary jobbing and attendance and shall make good after all other trades.

Site records

The contractor shall keep a record in triplicate on site, the following:

A daily record of work done.

A daily record of all visits to site by any of the Employer's Agents.

A daily record of all contract instructions issued by the Principal Agent and/ or any other Agent.

Copies of these records are to be forwarded to the Principal Agent on a weekly basis.

21.29. SUPERVISION BY EMPLOYER'S AGENTS

Supervision by the Principal Agent and other Agents is intended as a means of checking the interpretation of work done and providing clarification and further information where required during the progress of the work. Supervision shall not in any way relieve the Contractor of his responsibility for ensuring that the work is carried out satisfactorily in all aspects, in good time and in accordance with the contract.

Although the Principal Agent and other Agents will make spot checks from time to time on dimensions and levels as the work proceeds, checking of the setting out, dimensions, levels and positioning of all items is the contractor's responsibility and should any errors occur during the course of or be found after completion of the works, the cost for remedying same will be for the Contractor's account.

21.30. PARTNERING

The Employer, its agents and the Contractor shall act as stated in the contract and in the spirit of mutual trust and co-operation. In this regard, it is a specific requirement that all the contractor's personnel provide reasonable assistance that may be required by the employer and/ or its agents in order for them to assist in bringing the works to completion with due skill, diligence, regularity and expedition. In turn, the employer and its agents shall also provide assistance to the contractor to execute the works with due skill, diligence, regularity and expedition.

21.31. COPIES OF REVISED DRAWINGS ISSUED AS CONTRACT INSTRUCTIONS

The Contractor acknowledges that only one copy of any revised drawings shall be issued as contract instructions. In this regard, it shall be the contractor's responsibility for producing any additional copies that may be required for either internal use or for issue to any sub-contractor/s. It shall be deemed that the contractor has allowed for all costs necessary to ensure compliance with this clause in the contract amount

21.32. CONTRACTOR TO DELAY ACTIVITIES AT THE REQUEST OF THE PRINCIPAL AGENT

The Contractor may be called upon from time to time to cease certain building activities as required by the Employer. In this regard, the contractor shall cease such activities for the period as agreed with the Principal Agent. In this regard, the Contractor shall provide all reasonable assistance necessary to ensure compliance with this clause as well as to minimise the impact of such a request.

21.33. PROVISIONAL SUMS AND BUDGETARY ALLOWANCES

These amounts have been included in the contract sum where the work has not been defined at the date of tender. It is intended that once the scope is defined, tenders will be invited in terms of the process outlined below with a view to these works being awarded as nominated/ selected subcontract works.

The specialist consultant responsible for the specific work package will prepare documentation which is to include drawings, specification and schedule of quantities that define the scope of the works all in accordance with the principal building agreement.

The Quantity Surveyor will prepare the necessary tender document.

The Principal Agent will arrange for inviting prospective Tenderers to collect documents subject to the payment of a non-refundable document fee, if applicable.

The Quantity Surveyor will arrange to issue the tender documents from their offices and take receipt of the amounts paid.

The tenders for the works will be submitted to the Quantity Surveyor's office in terms of the tender closing times stipulated, unless otherwise agreed in writing.

21.34. PROVISIONAL SUMS AND BUDGETARY ALLOWANCES (CONTINUED)

The Quantity Surveyor will prepare an initial financial evaluation report of the tenders and circulate to the Principal Building Contractor, the Principal Agent, the Empowerment Consultant, if applicable, and the relevant technical consultants for information and to enable them to prepare any necessary additional reports, all of which are to be submitted to the Principal Agent.

The Principal Agent will prepare a draft report, discuss with the principal Building Contractor to get their approval and finally circulate the draft to the other consultants for final comment. Thereafter the Tender Report with recommendations will be finalised by the Principal Agent, circulate to the Employer for approval. On approval, the recommendation together with any instructions of award will be issued to the Principal Contractor who will be responsible for appointing the relevant party as a sub-contractor.

21.35. SITE ACCESS FOR AND MANAGEMENT OF DIRECT CONTRACTS

The Contractor shall allow direct contractors appointed by the Employer to access the site to execute work which does not form part of the Principal Building Agreement, concurrently with that of its (the principal building contractor), work. In this regard, the Contractor shall provide any necessary assistance (e.g. ensuring placement of material orders, monitoring the manufacturing process, monitoring of raw materials availability, programming of works, etc.), to the Principal Agent in respect of management of any direct contracts. In this regard, it shall be deemed that all allowances have been made in the contract amount to ensure compliance with this clause.

21.36. AVAILABILITY OF MANAGEMENT PERSONNEL

It shall be deemed that the Contractor has allowed in the contract amount for the Contracts Manager, Project Planner, Senior Quantity Surveyor and a responsible representative for the management of direct contracts, throughout the duration of the contract. Such persons are to be available to attend meetings to resolve any contractual and other related issues within 4 (four) hours on receipt of notice, either written or verbal, from the Principal Agent.

21.37. COMMISSIONING

The Contractor is referred to the special attendance items in the schedule of variables.

21.38. ENVIRONMENTAL QUALITY

The Contractor shall at all times during the construction period ensure that the construction site complies with the statutory obligations in terms of fire, ventilation (smoke, exhaust fumes, etc.), air quality, temperature, water quality, sanitation, hygiene, etc., as well as any requirements set out in an environmental management plan, if available.

21.39. ORDERING OF MATERIALS

Should the Contractor utilise the Bills of Materials for ordering materials, it shall be entirely at its (the contractor's) own risk.

The Contractor shall take all reasonable steps to ensure that the specified materials and components required for the works are available for construction in accordance with the applicable construction programme.

Should any of the materials and components be available or likely to be unavailable when required, the Contractor shall without delay notify the Principal Agent, in writing, who shall decide on the procedure to be followed.

21.40. ENCROACHMENTS

After the site boundaries or beacons have been pointed out to the Contractor, if (the contractor) is to notify the Principal Agent if any encroachments of adjoining foundations, buildings, structures, pavements, etc., exist, so that the necessary arrangements can be made for the rectification of any such encroachment.

During the course of the building operations, the Contractor will be held entirely responsible for any encroachment onto any adjoining properties or servitudes and the cost of any remedial measures as required by the Principal Agent shall be borne by the Contractor unless the principal agent shall decide otherwise.

21.41. DOCUMENTS

Should any part of a drawing not be clearly intelligible to the Contractor or the manner in which the work is to

be carried out not be clear, the Contractor shall request the Principal Agent to clarify his requirements, which request and reply shall be in writing, failing which the Contractor will be held responsible for any incorrect interpretation and shall, at his own expense, rectify any errors.

21.42. CONTRACT INSTRUCTIONS

Contract instructions issued on site are to be recorded in the site instruction book which is to be maintained on site by the contractor.

21.43. DOMESTIC SUB-CONTRACTORS

The Contractor shall not be permitted to substitute any domestic sub-contractor proposed at the time of contract award without written permission from the Principal Agent during the contract execution stage. Such permission shall not be unreasonably withheld, provided that the Contractor provides a detailed motivation for the substitution and the principal agent is allowed to verify the motivation with the sub-contractor concerned. Further, the Contractor shall appoint all domestic sub-contractors in terms of clause 23.1 of the Principal Building Agreement. Such appointments shall have similar terms and conditions and identical targets as the Principal Building Agreement.

21.44. INSPECTION OF EXISTING WORKS

It shall be deemed that the Contractor prior to contract commencement has inspected the existing works done to others and has satisfied itself (the contractor) that there are no latent defects and accordingly acknowledges that any defects not pointed out to the Principal Agent at site handover, shall fall under the responsibility of the Contractor to remedy and that the cost for such remedial work is deemed to be included in the contract amount.

21.45. DISPOSAL OF WASTE MATERIAL, ETC.

The Contractor shall provide appropriate equipment (such as chutes, if required), etc., for the rapid removal of waste material, etc., at points as agreed with the Principal Agent in writing. In addition, the Contractor is to provide for adequate waste skips for the disposal of such material to be located in positions as advised by the Principal Agent in writing.

The Contractor shall ensure that there is a maximum of a twenty-four (24) hour turn-around time for the removal of all full waste skips from site. The Contractor further acknowledges that the Employer reserves the right to appoint others to remove waste material and waste skips from site, should the Contractor fail to meet the twenty-four (24) hour turn-around time and that such costs shall be deducted from amounts due to the Contractor.

21.46. DAMAGE TO EXISTING INSTALLATIONS

The Contractor shall be responsible for replacing and/ or repairing any existing work damaged by itself and its sub-contractors whilst executing the Contractor at its own cost.

21.47. ACCESS FOR MOVEMENT OF MATERIAL TO THE SITE AND WORK ACCESS

The Contractor acknowledges that it shall only be permitted to move materials and access the works areas at locations/ positions agreed with and documented by the Principal Agent.

It will be deemed that the Contractor has allowed for vertical and horizontal movement, double handling, working under restrictive conditions as may be required for the building works. No claims for extras in this regard will be entertained at any later date.

21.48. LOCAL LABOUR

It is deemed that the Contractor shall as far as possible maximise the use of labour from the area in which the project is located.

21.49. BLACK ECONOMIC EMPOWERMENT

The Contractor shall comply with the Employers Black Economic Empowerment Policies.

21.50. SAMPLES

All material samples and colour samples must be submitted to the Principal Agent for selections and approval of the colour, shape and finish including mechanical, electrical and plumbing equipment that will be visible. The samples shall be provided in A4 size unless otherwise agreed. General samples shall be provided for Principal Agent/ Employer to choose from each type of finish.

The Principal Agent/ Employer may reject all or part of the submitted samples and request for additional selections if the first submission are not acceptable.

All samples must be kept in a sample room to be provided by the Contractor for reference.

21.51. SAMPLES BOARD

The Contractor shall provide a board(s) of approved samples and make available one set at the site (sample room) and one for the Employer.

21.52. MOCK - UP

The Contractor shall provide a mock – up of all finished surfaces prior to commencement of the relevant work. The Contractor shall only be permitted to commence with the relevant scope of work, on approval of the mock – up by the Principal Agent or its designated representative.

21.53. SCHEDULE OF DIRECT CONTRACTS

The Contractor is advised that the Employer shall let direct contracts for work that is not part of this contract and the Contractor to provide all access, attendance and co-operation.

21.54. PROVISION OF HOISTING FACILITIES, DUST BARRIERS, ETC.

It shall be deemed that the contract price is inclusive of the following:

Hard wearing and strengthen dust barriers to be in uniform colour and specification.

If applicable the provision of all hoarding which must be constructed of new shutter-boards (painted black in colour) of equal lengths and heights.

The provision rubble chutes and waste skips.

21.55. ACCESS PERMITS, UNIFORMS, PPE, ETC.

It shall be deemed that the Contractor has included in the contract amount for the provision of access permits for staff and vehicles, uniforms, PPE, identification cards for all personnel accessing the area of the works.

21.56. GENERAL ATTENDANCE ON SUBCONTRACTORS (NOMINATED, SELECTED AND DOMESTIC)

The contractor shall:

a) Provide assistance necessary for the due performance by all subcontractors of their work and to enable them to execute their work in a like manner, in a proper order and sequence. The Contractor shall provide to all subcontractors all necessary scaffolding, board movements, carnage, hoisting, storage, etc. needed for the due and proper fulfilment of the Works.

b) Supervise and administer the sub-contractors and arrange and monitor programmes with each sub-contractor and supplier and co-ordinate the work of all sub-contractors and deliveries by suppliers.

c) Attendance on Nominated/ Selected sub-contractors includes co-operating to the fullest extent with all parties and providing facilities for general attendance.

21.57. TRADE NAMES, ETC.

All materials, fittings, finishing's, etc., specified hereinafter under a trade name, catalogue number or reference, must be exactly as described. The Architect's approval in writing must be obtained for the use of any alternative to the specification before the submission of tenders otherwise the specified materials, fittings, finishing's, etc., will be assumed to have been allowed for in the tender. The Contractor must take delivery of, handle, store, and use, apply and/ or fix all proprietary branded products in strict accordance with the manufacturer's instructions after consultation with the manufacturer's authorised representative.

21.58. CONTRACTORS RESPONSIBILITY

The Employer, the Principal Agent and the other professional consultants shall not be responsible for any act or omission on the part of the Contractor which may result in any patent or latent defects, in materials or workmanship, breach or neglect of any local regulations. The Contractor shall at all times be responsible for any such neglect, deviation or wrong act, whether the same is discovered before or after the final certificate, or any other Certificate, has been approved.

21.59. METHOD STATEMENT

The contractor shall produce, when required to do so by the Principal Agent, a Method Statement outlining the methods of construction and labour and plant resources that he proposes to use in the execution of the Works. Any approval given or observation made by the Principal Agent shall not relieve the Contractor of his sole responsibility to adopt the methods of construction and to provide the labour and plant resources necessary for the due and proper timeous execution of the Works. The Method statement developed shall be project specific.

21.60. UNAUTHORISED PERSONS/ WORKMEN ON PREMISES

The Contractor shall at all times strictly exclude all unauthorised persons from the Works and the site and shall set up notice boards to that effect. No workmen or labourers (except security guards) are to be allowed under any circumstances to sleep or deposit any kit on the premises. The Contractor must provide any necessary independent shelter or shed required for any labour or watchmen on site, to the approval of the Employer.

21.61. MAKING GOOD

All materials and workmanship in building up, making good, etc., are to match existing and where new materials abut existing, they are to be neatly jointed to same.

'Making good' existing work where disturbed or damaged shall mean the provision of the necessary new material to match existing and the necessary workmanship so that a complete restoration is achieved to the satisfaction of the Principal Agent.

'Making good' where abutting walls, etc., are removed, shall mean the provision of the necessary material and workmanship in filling the gaps to match surrounding finishes so that a complete and perfect surface, continuous with surrounding surfaces and matching of same, is obtained to the Principal Agents satisfaction.

21.62. REMOVAL AND MAKING GOOD TEMPORARY WORKS ETC. ON COMPLETION

The Contractor shall remove (except where specifically stated otherwise) all temporary Works, roads, hoardings, services and the like used for this Contract and shall make good to the entire satisfaction of the Principal Agent any damage resulting therefrom.

21.63. OVERLOADING

The Tenderer shall prior to submitting his tender determine from the Engineers any constraints and limitations in respect of Works to be executed, which have load limitations The Contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the Works. The Contractor shall submit details of his proposed loading, storage, plant erection, etc., to the Principal Agents

for their approval prior to proceeding with such loading, storing, erecting or executing work and shall comply with and pay for the Engineers requirements in connection with the provision of temporary support work, etc.

Any damage caused by the Works by overloading shall be made good by the Contractor at his sole expense. Notwithstanding any approval given by the Principal Agent or Engineer, the Contractor shall be entirely responsible for damage caused to the Works by overloading which damage shall be made good by the Contractor at his sole expense.

21.64. TENDER SUM TO BE FULLY INCLUSIVE

The Tender Sum is deemed to be the fully inclusive price for the finished work described and is deemed to include inter alia for:

- i) The supply of all materials
- ii) Labour of every description including additional costs incurred in working overtime, weekends, public holidays, etc., to meet the stipulated programme dates.
- iii) All making, transport, conveying, cartage, carriage and delivery, etc.
- iv) Taking delivery, unloading, storing, unpacking, hoisting or lowering, settings, fixing and building into positions, cutting and waste, templates, patterns and models.
- v) Provision and maintenance of all plant, equipment, machines, trucks and other vehicles, tackle, tools, staging, sheds, stores and temporary works necessary for the due and proper performance of the Contract Works, establishment charges and all fuel, operating costs and depreciation pertaining to plant, equipment, etc.
- vi) All applicable import taxes and duties.
- vii) Overheads and profit
- viii) All obligations arising out of the Bills of Quantities, and all costs and charges deemed necessary for complying with the terms and conditions herein.
- ix) All charges required by the Contractor in connection with Preliminary and General, site establishment and the like.

21.65. COST OF CLAIMS

All costs incurred by the Contractor in the preparation of claims to the satisfaction of the Principal Agent and/or Quantity Surveyor shall be borne by the Contractor.

21.66. EQUALLY APPROVED MATERIAL

Where reference is made to a particular trade name or product the Tenderer is to note that the term equally approved applies in all instances. Where the Tenderer chooses to investigate and price a product that they consider to be equally approved to that stated, the Tenderer is required to provide evidence consisting of Drawings, specifications and product catalogues with their Tender. Such information needs to satisfy the adjudicators that the alternative proposed is in fact equally approved. The Client is not obliged to accept any alternative proposed.

21.67. INTERNSHIP PROGRAMME/ SKILLS DEVELOPMENT

The contractor acknowledges that it shall undertake the following initiatives, which shall be managed by the Employer, within one (1 No.) month of the commencement date or any other period agreed to by the Employer:

Train a minimum of one (1 No.) candidates that are provided by the Employer, in all fields of the construction works, including compensating the trainees at an amount of R 7 000.00 per month for the duration of Six (6) months.

The above initiative shall be jointly managed by the employer and the contractor.

21.68. PRECONTRACT ENGAGEMENT

Contractors shall be engaged prior to issuance of site possession to facilitate all necessary precontract work which shall include the construction work permit application, procurement of specialist sub-contractors, finalisation of contract and any design coordination between the contractor and the professional team. Contractors will be required to make the necessary allowances for such work during this period as no claims for additional preliminaries will be entertained.

C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR

1.1.1.9 The legal name of Contractor is:

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

1.2.1.2 The Physical address of the Contractor is:

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

The Postal address of the Contractor is:

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

The contact numbers of the Contractor are:

Telephone:

Fax:

The E-Mail address of the Contractor is:

.....

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

C1.2.3.1 COMMUNITY LIAISON OFFICER

The Ward Councillor(s) in whose ward(s) work is to be done will, collectively, identify a community liaison officer (CLO) for the project and make the person known to the Contractor within two days of being requested to do so. The 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 duration of the appointment.
- The duties to be undertaken by the CLO which could include:
 - Assisting in all respects relating to the recruitment of local labour.
 - Acting as a source of information for the community and councillors on issues related to the contract.
 - Keeping the Contractor advised on community issues and issues pertaining to local security.
 - Assisting in setting up any meetings or negotiations with affected parties.
 - Keeping a written record of any labour or community issue that may arise.
 - Any other duties that may be required by the Contractor.

Responsibility for the identification of a pool of suitable labour shall rest with the CLO, although the Contractor shall have the right to choose from that pool. The Contractor shall have the right to determine the total number labourers required at any one time and this may vary during the contract.

The Contractor shall have the right to replace labour that is not performing adequately. Should such occasion arise, it must be done in conjunction with the CLO.

Payment: The CLO will be reimbursed from the PC Sum item in the Preliminary & General Section of the Bill of Quantities.

C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR

It is a condition of contract that the contractor will be required to employ local labour as specified in eThekweni Council Policy "The use of CLOs and Local Labour". The contractor will be required to ensure that a minimum of 50% of the labour force is made up of local labour. For the purposes of this contract, "Local labour" will be deemed to be any **persons who reside within Ward 39**. The contractor will be required to provide proof of authenticity of local labour. Signed confirmation by the appointed CLO will suffice for this.

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

C1.2.3.3 CONTRACTOR PARTICIPATION GOAL (CPG)

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

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

C1.2.3.4 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION

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

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

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

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

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

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

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

In addition to the tax invoice, to be submitted by the Contractor with his monthly statement, mentioned in Clause 6.10.4 of GCC 2015, the Employer reserves the right to withhold payment until the monthly FTE information has been forwarded to the Employer’s Agent’s Representative. No additional payment for complying with the above will be made and the Contractor is to make allowance for complying through the time related P & G items (sum) under Part AA: Preliminaries, of the Bill of Quantities.

C1.2.3.5 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

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

PART C1.1: PRICING INSTRUCTIONS

1. GENERAL

The Schedule of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specifications) and the Drawings.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Schedule of Quantities has been drawn up generally in accordance with the relevant provisions of the SANS 1200 Specification for Civil Engineering Construction. (Refer to www.SANS.co.za or www.iso.org for information on standards).

The short descriptions of the items in the Schedule of Quantities are for identification purposes only and the measurement and payment clauses of the SANS 1200 Standard Specifications and the Particular Specifications, read together with the relevant clauses of the amendments and additions contained in the Project Specifications and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.

For the purposes of this Schedule of Quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of measurement at which the Tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump Sum: An amount tendered for an item, the extent of which is described in the Schedule of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Schedule of Quantities are estimates only, and are subject to re-measure during the execution of the work. The quantities finally accepted and certified for payment, and not the quantities given in the Schedule of Quantities, shall be used to determine payments to the Contractor. The Contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. The quantities of material or work stated in the Schedule of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Schedule of Quantities and in accordance with the General and Special Conditions of Contract, the SANS Standard Specifications, the Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste. The validity of the contract will in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities finally certified for payment.

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Schedule of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted by the Employer in the "Amount" column of the Schedule of Quantities and in the Summary of the Schedule of Quantities unless so ordered or authorised in writing by the Employer before closure of tenders. Any unauthorised changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Schedule of Quantities, at the Employer's discretion, may invalidate the Tenderer's offer or may be treated as arithmetical errors and the provisional items and percentages corrected without change to the Contract Sum.

5. PRICING OF THE SCHEDULE OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Schedule of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

Each item shall be priced and extended to the "Amount" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Tenderer omits to price any items in the Schedule of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

Should the Tenderer group a number of items together and tender one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

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

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Amount" column. The

SANS Standard Specifications shall apply in rate only items. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items, no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall, however, note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Reasonable compensation will be received where no payment item appears in respect of work required in terms of the Contract which is not covered in any other pay item.

All rates and amounts quoted in the Schedule of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Schedule of Quantities. Note that fractions of a cent in all rates shall be omitted.

6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

7. INTERIM PAYMENTS

Unless otherwise specified, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015, in respect of "sum" items in the Schedule of Quantities shall be by means of interim progress instalments assessed by the Employer's Agent and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

Notwithstanding any custom to the contrary, the work as executed will be measured for payment in accordance with the methods described in the contract documents under the various items of payment.

8. UNITS OF MEASUREMENT

The units of measurement described in the Schedule of Quantities are metric units. The following abbreviations are used in the Schedule of Quantities:

mm	= millimetre	m ³ -km	= cubic metre-kilometre	Prov sum	= provisional sum
m	= metre	l	= litre	kPa	= kilopascal
km	= kilometre	kl	= kilolitre	MPa	= megapascal
km-pass	= kilometre-pass	kg	= kilogram	MN	= meganewton
m ²	= square metre	t	= ton (1 000 kg)	t-km	= ton-kilometre
m ² -pass	= square metre-pass	No	= number	h	= hour
ha	= hectare	%	= percent	dia	= diameter
m ³	= cubic metre	PC sum	= prime cost sum	Sum	= lump sum
kW	= kilowatt	MN-m	= meganewton-metre		

9. CONSISTENCY OF RATES

In order to ensure that payments certified by the Employer's Agent are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Schedule of Quantities are required to be in balance.

A tender will be considered out of balance if:

- i) The combined extended total tendered for the item:

SANS 1200A Preliminary and General:

- (a) Fixed Charge Items
- (b) Time-related Items

exceeds a maximum of 15% of the Contract Sum (excluding VAT).

- ii) the rate, price or amount tendered for any other item differs by more than 20 (twenty) percent from the average of the rates, prices or amounts for the same item as tendered by those tenderers who submitted the lowest five responsive tender offers (or as tendered by all the responsive tenderers if there are less than five responsive tenderers).

Any such unbalanced tender may be rejected if, after fourteen (14) days of having been given written notice by the Employer to adjust those rates or lump sums which are unreasonable or out of balance, the Tenderer fails to make the necessary satisfactory adjustments. These adjustments in rectification will be such that increases are balanced by decreases, leaving the tender offer unchanged.

C2.2: BILL OF QUANTITIES

The Bill of Quantities follows

PART C3: SCOPE OF WORK

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C3.2: PROJECT SPECIFICATION

PREAMBLE

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

C3.2.1 GENERAL

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

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

PS.1.1 Preliminary Programme

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

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

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions (refer to Clause 23.3) and special non-working days (refer to Clause 23.1.5) as specified in the in the Contract Data.

PS.1.2 Programme in Terms of Clause 12.2 of the JBCC Building agreement

It is essential that the construction programme, which shall conform in all respects to Clause 12.2.6 of the JBCC Building Agreement, be furnished within the time stated in the Contract Data

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

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

- i) All special non-working days defined in the Contract Data;
- ii) The expected delays defined below;
- iii) The embargo hours and days defined in the Contract Data;
- iv) The restricted working conditions defined in the Contract Data;
- v) Meeting the requirements of the Environmental Management Plan (EMPr);

- vi) The time needed for preparation and approval of the various mix designs specified in the relevant construction sections of the Scope of Works; and
- vii) Leads in times relating to non-standard/off the shelf items.

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

Should the engineer require an electronic version of the programme for review purposes, the contractor shall supply the programme in a format compatible with the engineer's software, Microsoft Projects.

Programme Revisions

The approved Construction programme will be reviewed at the monthly site meetings where the contractor shall provide sufficient detail that will allow the comparison of completed work per activity against the current 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 engineer may demand from the contractor a major revision of the programme. Such a revision shall be submitted for comment within 14 days of the demand.

NOTE: *It is reiterated and emphasised that the appointed Contractor shall provide reasonable access to the aforementioned Contractors and service authorities when required, and as the Main Contractor in possession of the site, shall induct all the other Contractors' staff and labourers regarding health and safety risks on site.*

PS.6 PAYMENT OF LABOUR RATES

In order to obviate and eliminate any possible conflict on site during this Contract, the Tenderer is to ensure that his rates include the minimum hourly labour rate promulgated in the Government Gazette and amended from time to time or the similar rate determined by SAFCEC (whichever is the higher rate).

PS.8 MANAGEMENT OF THE ENVIRONMENT

The Contractor shall pay special attention to the following:

PS.8.1 Natural Vegetation

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

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

PS.8.2 Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire, the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims

resulting from such fires which may have been caused by him or his employees.

PS.8.3 Environmental Management Plan

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

PS.9 OCCUPATIONAL HEALTH AND SAFETY

PS.9.1 General Statement

When considering the safety on site the Contractor's attention is drawn to the following:
Describe issues relating to OH&S and the Regulations

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2014 issued on 7 February 2014 by the Department of Labour.

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

PS.9.2 Health and Safety Specifications and Plans to be submitted at tender stage

PS.9.2.1 Employer's Health and Safety Specification

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

PS.9.2.2 Tenderer's Health and Safety Plan

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

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

The detailed safety plan will take into consideration the site specific risks as mentioned under PS.10 and must cover at least the following:

- (i) A proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 9 to 29;
- (ii) Pro-active identification of potential hazards and unsafe working conditions;
- (iii) Provision of a safe working environment and equipment;
- (iv) Statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 7*);

- (v) Monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) Details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 8 and other applicable regulations; and
- (vii) Details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

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

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

A generic plan will not be acceptable.

PS.9.3 Cost of compliance with the OHSA Construction Regulations

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

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

PS.10 SITE SECURITY

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

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

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

PS.11 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

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

The following KPIs will be applicable to this contract:

- (a) Adherence to the latest approved construction programme
- (b) Adherence to within 10% either way of the agreed cashflow programme

C3.3: STANDARD SPECIFICATIONS

C3.3.1 The Specifications on which this contract is based are the SANS 1200 Standardised Specifications (hereafter referred to as the Standard Engineering Specifications). This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections.

SANS 1200 A	:	General (1986)
SANS 1200 AB	:	Engineer's office (1986)
SANS 1200 C	:	Site clearance (1980)
SANS 1200 D	:	Earthworks (1988)

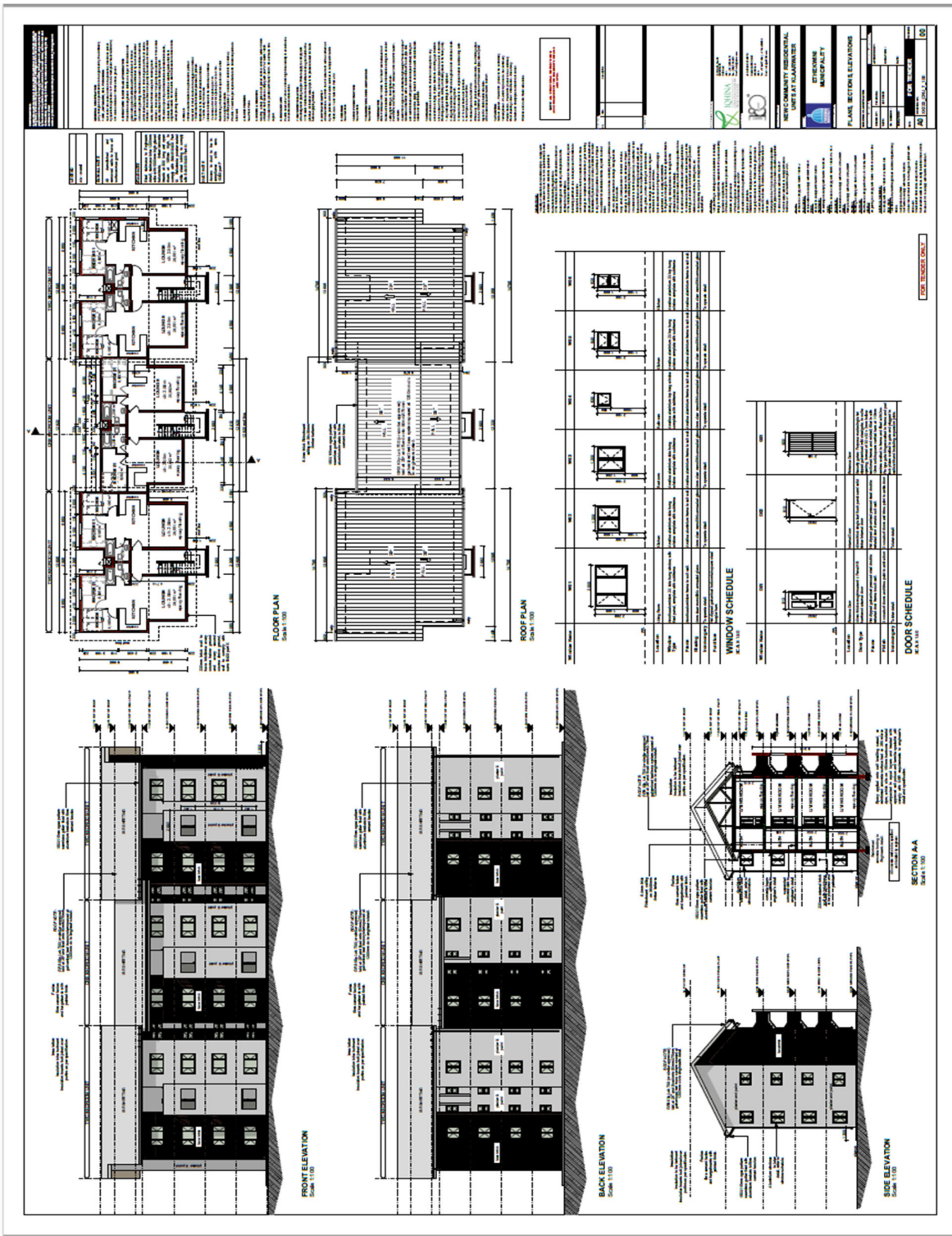
C3.4: PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications / Policies shall apply to this contract:

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

C3.4.1 Part AH - OHS Act 1993 Safety Specification(2014)

C3.4.2 Standard Environmental Management Plan for Civil Engineering Construction Works
(26 Pages)



C3.6: ANNEXURES

PART C4: SITE INFORMATION

C4.1 LOCALITY PLAN



C4.2 CONDITIONS ON SITE

The geotechnical report and test results provides an overview of the conditions that can be encountered on site and can be downloaded from the following link: