



Tender

Provision of Remedial works for ELIDZ Factories Automatic Fire Sprinkler System

At the

East London Industrial Development Zone

Closing date: 04 August 2023

CONTRACT NO: ES/23/AFSS/01

VOLUME A: TECHNICAL PROPOSAL

**Provision of Remedial works for ELIDZ
Factories Automatic Fire Sprinkler System**

East London IDZ
Contact person: A. Mzantsi
Email: anathi@elidz.co.za

NOTE: DO NOT SPLIT THIS DOCUMENT

TABLE OF CONTENTS

| | | | |
|----|--------------|---|---------|
| 1. | THE TENDER | | |
| | 1.1 | TENDERING PROCEDURES | 4 |
| | 1.1.1 | Introduction | 5 |
| | 1.1.2 | Tender Notice and Invitation to Tender | 6 |
| | 1.1.3 | Tender Data | 8 |
| | 1.2 | RETURNABLE SCHEDULES | |
| | 1.2.1 | List of Returnable Documents | 14 |
| | 1.2.2 | Returnable Schedules | 15-52 |
| 2. | THE CONTRACT | | |
| | 2.1 | CONTRACT DATA | |
| | 2.1.1 | Contract Data | 53 |
| | 2.2 | SCOPE OF WORK | |
| | 2.2.1 | Description of the Works | 62 |
| | 2.2.2 | Drawings | 63 |
| | 2.2.3 | Procurement | 63 |
| | 2.2.4 | Maintenance Works / Specifications | 63 – 64 |
| | 2.2.5 | Existing Services | 63 |
| | 2.2.6 | Site Establishment | 64 |
| | 2.2.7 | Site Usage | 64 |
| | 2.2.8 | Permits and Way Leaves | 64 |
| | 2.2.9 | Alterations, Additions and Extensions to Existing Works | 64 |
| | 2.2.10 | Management | 65 – 67 |
| | 2.2.11 | Health and Safety Requirements and Procedures | 68 |
| | 2.3 | SITE INFORMATION | |
| | 2.3.1 | Existing Services | 71 |
| | 2.3.2 | Existing Buildings | 71 |
| | 2.3.3 | Environmental Restrictions | 71 |
| | APPENDICES | | |
| | A | Generic Occupational Health and Safety Specification | |
| | B | Construction Environment Management Plan | |
| | C | Standard Specifications for Sprinkler Installations | |
| | D | Detailed Specifications for Sprinkler Installations | |
| | E | Detailed ASIB Reports | |

PART 1
THE TENDER

CONTRACT NO: ES/23/AFSS/01

**Provision of Remedial works for ELIDZ
Factories Automatic Fire Sprinkler System**

1.1 TENDERING PROCEDURES

1.1.1 Introduction

1.1.2 Tender Notice and Invitation to Tender

1.1.3 Tender Data

1.1.1 **INTRODUCTION**

The East London Industrial Development Zone SOC Ltd (ELIDZ) is the duly appointed operator of the East London Industrial Development Zone, a multi-million-rand infrastructure and bulk services development initiated by the Department of Trade and Industry (DTI) that is part of the government's micro-economic reform strategy. In 2016, the ELIDZ has been designated as a Special Economic Zone and was the first to receive an operator's permit from DTI

The East London Industrial Development Zone is located on Buffalo City's West Bank adjacent to the existing East London port and airport, and much of the Phase 1 infrastructure and bulk services required for the development have been completed.

As the East London Industrial Development Zone is now operational, Tenders are hereby invited from relevant service providers for the provision of various maintenance services at the above premises.

1.1.2 TENDER NOTICE AND INVITATION TO TENDER

The East London Industrial Development Zone SOC Ltd is the operator of the East London Industrial Development Zone (ELIDZ), an entity which exists to help manufacturers to become globally competitive through the development and efficient management of a modern, purpose se built industrial location, which offers investing industries a streamlined business environment enhanced by a range of supporting services. The zone is already operational and currently houses a number of manufacturers that supply products for the local l and international markets.

SCOPE OF WORK

Tenders are hereby invited from suitably qualified and experienced service providers to undertake Remedial Works for ELIDZ Factories Automatic Fire Sprinkler System at the East London Industrial Development Zone, located at our facilities within the West Bank area of the Buffalo City Municipality.

The successful tenderer will be required to enter into a Contract for the Provision of Remedial Works for ELIDZ Factories Automatic Fire Sprinkler System with the East London Industrial Development Zone SOC (Pty) Ltd.

| Tender Reference No. | Tender Description / Name | Closing Date / Time |
|----------------------|---|------------------------------|
| ES/23/AFSS/01 | Provision of Remedial works for ELIDZ Factories Automatic Fire Sprinkler System | 04 August 2023 at 12h00 Noon |

The Provision of Remedial works for ELIDZ Factories Automatic Fire Sprinkler System scope of services include ELIDZ Automatic Fire Sprinklers and will address the current business concerns of ASIB non-compliant, Buildings

BRIEFING MEETING

Note: A compulsory Briefing or Site Clarification Meeting with representatives of the Employer will take place at ELIDZ Administration 1 Building Boardroom on 18 July 2023 starting at 10h00. Participants arriving more than 15 minutes late from start time will not be allowed to attend the meeting.

BID CONDITIONS:

- Tenderers are required to submit a Valid SARS Tax Clearance Certificate with their tender, or the relevant SARS pin code which will allow the ELIDZ to confirm the tenderers tax status on-line.
- Tenderer must be registered on Central Supplier Database (CSD) from National Treasury and MAAA number must be provided.
- Tenderers should submit a Valid original or certified B-BBEE certification or Sworn Affidavit.
- Tenderers to provide certified copy of Company Registration Certificate
- Tenderers to provide Letter of Good Standing from Compensation Commissioner
- Tenderers must submit technical and financial proposals in two separate envelopes clearly marked "Envelope A -Technical Proposal "and "Envelope B – Financial Proposal". Then the financial proposal will only be opened should the technical proposal be found to be acceptable.
- Non- signed "Form of Offer" the financial proposal in "Envelope B" submission will result in the disqualification of the tender.
- Inclusion of Price Offer and/ or any other price related details in "Envelope A -Technical Proposal "will result in the disqualification of the tender.
- The successful Tenderer will be required to have sufficient and competent staff available to commence full time operations in accordance with the contract with effect from the Commencement Date, failing which the contract will be awarded to the next most preferred Tender.
- Registration with the **ASIB as Supervising Sprinkler Installer**
- A registered office within the Buffalo City municipal boundaries will be given preference.

EVALUATION

The evaluation will be guided by the ELIDZ procurement policy. Points will be awarded on the basis of Price and Specific goals.

Score breakdown:

- 80 Points for Price
- 20 Points for Specific goals

All tenders not providing compulsory responsive documentation and with functionality scoring less than 70% will not be considered for the next stage of tender evaluation.

TENDER DOCUMENT & SUBMISSION

The RFT document will be available for download on 07 July 2023 at www.elidz.co.za under opportunities.

“It will be the responsibility of the respondent to ensure that the tender/bid reaches the ELIDZ. All tender/bids' documents are to be submitted online at <https://tenderportal.elidz.co.za> before the closing date and time. Only PDF documents must be uploaded with a maximum size limit of 2GB per file.”

No tenders are to be submitted at the ELIDZ premises and No late tenders will be accepted.

TENDER ENQUIRIES

Questions relating to the RFP will be accepted until 24 July 2023 at 12H00 with responses on 25 July 2023.

Queries relating to this tender may be addressed to:

Contact person: A. Mzantsi

Contact No: 043 702 8200

Email: anathi@elidz.co.za

1.1.3 TENDER DATA

| | | | |
|--------------------------|---|-------------------------|-----------------------|
| Project title: | Provision of Remedial works for ELIDZ Factories Automatic Fire Sprinkler System | | |
| Contract No: | ES/23/AFSS/01 | | |
| Advertising date: | 07 July 2023 | Closing date: | 04 August 2023 |
| Closing time: | 12h00 | Validity period: | 120 Days |
| Clause number | | | |
| | <p>The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of SANS 294: 2004 (Edition 1).</p> <p>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.</p> <p>Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p> | | |
| F.1.1 | The employer is the East London Industrial Development Zone (Pty) Ltd | | |
| F.1.2 | <p>The tender documents issued by the employer comprise:</p> <ol style="list-style-type: none"> 1. THE TENDER <ol style="list-style-type: none"> 1.1 TENDERING PROCEDURES <ol style="list-style-type: none"> 1.1.1 Introduction 1.1.2 Tender Notice and Invitation to Tender 1.1.3 Tender Data 1.2 RETURNABLE SCHEDULES <ol style="list-style-type: none"> 1.2.1 List of Returnable Documents 1.2.2 Returnable Schedules 2. THE CONTRACT <ol style="list-style-type: none"> 2.1 AGREEMENT AND CONTRACT DATA <ol style="list-style-type: none"> 2.1.1 Contract Data | | |
| F.1.2 (cont.) | <ol style="list-style-type: none"> 2.2 SCOPE OF WORK <ol style="list-style-type: none"> 2.2.1 Description of the Works 2.2.2 Drawings 2.2.3 Procurement 2.2.4 Construction | | |

| | | | | | | | | | | | |
|----------|---|-------|---------------------|----------|---|------|--------------|------|--|---------|--|
| | <p>2.2.5 Management</p> <p>2.3 SITE INFORMATION</p> <p>2.3.1 Existing Services</p> <p>2.3.2 Existing Building</p> <p>2.3.3 Environmental Restrictions</p> <p>APPENDICES</p> <p>A Generic Occupational Health and Safety Specification</p> <p>B Construction Environment Management Plan</p> <p>VOLUME B: FINANCIAL PROPOSAL</p> <p>1. THE CONTRACT</p> <p>1.1 AGREEMENT AND CONTRACT DATA</p> <p>1.1.1 Form of Offer and Acceptance</p> <p>1.1.2 Form of Guarantee</p> <p>1.2 PRICING DATA</p> <p>1.2.1 Pricing Instructions</p> <p>1.2.2 Bills of Quantities</p> | | | | | | | | | | |
| F.1.4 | <p>The employer's agent is:</p> <table border="1" data-bbox="360 1167 1484 1400"> <tr> <td>Name:</td> <td>C Ngxokolo- Nomatye</td> </tr> <tr> <td>Address:</td> <td>ELIDZ, lower Chester Rd, Sunnyridge, East London.</td> </tr> <tr> <td>Tel:</td> <td>043 702 8200</td> </tr> <tr> <td>Fax:</td> <td></td> </tr> <tr> <td>E-mail:</td> <td>camagwini@elidz.co.za</td> </tr> </table> | Name: | C Ngxokolo- Nomatye | Address: | ELIDZ, lower Chester Rd, Sunnyridge, East London. | Tel: | 043 702 8200 | Fax: | | E-mail: | camagwini@elidz.co.za |
| Name: | C Ngxokolo- Nomatye | | | | | | | | | | |
| Address: | ELIDZ, lower Chester Rd, Sunnyridge, East London. | | | | | | | | | | |
| Tel: | 043 702 8200 | | | | | | | | | | |
| Fax: | | | | | | | | | | | |
| E-mail: | camagwini@elidz.co.za | | | | | | | | | | |
| F1.5.2 | <p>Add the following sentence: The period of six months may only be reduced should all tenders received be rejected as non-responsive.</p> | | | | | | | | | | |
| F.2.1 | <p>The following tenderers who are registered with the ASIB, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the ASIB. 2. the lead partner has a contractor in the ASIB who is a Supervising Sprinkler Installer. 3. A Joint Venture agreement is submitted together with the tender indicating shareholding percentage. <p>All parties to a Joint Venture should meet bid condition requirements to be acceptable.</p> <p>In Bids where consortia/joint venture/ sub-contractors are involved; each tendering party must submit a separate proof of TCS/PIN/CSD number.</p> <p>Where there is no designated sector, ELIDZ may decide to include a specific bidding condition that only locally produced goods or services with a stipulated minimum threshold for local production and content, will be considered, on condition that such prescript and</p> | | | | | | | | | | |

| | |
|-------|---|
| | threshold(s) are in accordance with the specific standards determined by the DTI in consultation with the National Treasury. |
| F.2.7 | <p>The arrangements for a compulsory site clarification meeting are:</p> <p>Location : ELIDZ Administration 1 Building Lower Chester Road Sunnyridge East London</p> <p>Date : 18 July 2023</p> <p>Starting time : 10h00</p> |

| F2.13.2 | “It will be the responsibility of the respondent to ensure that the tender/bid reaches the ELIDZ. All tender/bids documents are to be submitted online at https://tenderportal.elidz.co.za before the closing date and time. Only PDF documents must be uploaded with a maximum size limit of 2GB per file.” | | | | | | | | | | |
|---|---|---------------------------------------|-------------------------------------|--|----------------------------|---|--|--|---|--|---|
| F2.13.3 | Only the original tender submission is required. | | | | | | | | | | |
| F2.13.6 | A two-envelope procedure will be followed. | | | | | | | | | | |
| F2.14 | The ELIDZ will disqualify any submission which is not suitably endorsed, or which is not comprehensively completed. | | | | | | | | | | |
| F2.15.1 | Submissions that are not received on or before the closing time will, in terms of the ELIDZ procurement policy, not be considered. | | | | | | | | | | |
| F.2.16 | The tender offer validity period is 120 days. | | | | | | | | | | |
| F2.19 | Access to premises will be required. | | | | | | | | | | |
| F2.23 | <p>The tenderer is required to submit with his tender: The tenderer is required to submit with his tender:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Tenderers are required to submit a Valid SARS Tax Clearance Certificate with their tender, or the relevant SARS pin code which will allow the ELIDZ to confirm the tenderers tax status on-line <input type="checkbox"/> Tenderer is required to provide a CSD registration certificate on older than 10 days before closing of tender <input type="checkbox"/> Tenderers should submit a valid original or certified B-BBEE certification or Sworn Affidavit. <input type="checkbox"/> Tenderers to provide certified copy of Company Registration Certificate <input type="checkbox"/> Tenderers to provide Letter of Good Standing from Compensation Commissioner <input type="checkbox"/> Tenderers to provide Proof of Registration with ASIB as a Supervising Sprinkler Installer <input type="checkbox"/> All returnable documents and schedules as listed in 1.2. | | | | | | | | | | |
| F3.4 | Tender submissions will be opened in public immediately after the stipulated closing time and date. | | | | | | | | | | |
| F3.11 | <p>Tender evaluation will be carried out using the 80/20 preference point system, where:</p> <ul style="list-style-type: none"> ▪ A maximum of 80 points are allocated for financial offer. ▪ A maximum of 20 points are allocated for Specific goals. <p>The above-mentioned evaluation will be subject to offers being responsive and passing the functionality criteria prescribed in the attached schedule.</p> <p>Table: Specific Goals Points Conversion</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Estimated Rand Value inclusive of Vat</th> <th style="text-align: center;">Specific Goals and Point allocation</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: center;">80 points for price</td> </tr> <tr> <td style="text-align: center;">Above R1 000 000 up to R50 000 000</td> <td style="text-align: center;">10 points - 51% and above Black owned suppliers</td> </tr> <tr> <td></td> <td style="text-align: center;">5 points - 25% up to 50% Black owned suppliers</td> </tr> <tr> <td></td> <td style="text-align: center;">0 points below 25% Black owned suppliers</td> </tr> </tbody> </table> | Estimated Rand Value inclusive of Vat | Specific Goals and Point allocation | | 80 points for price | Above R1 000 000 up to R50 000 000 | 10 points - 51% and above Black owned suppliers | | 5 points - 25% up to 50% Black owned suppliers | | 0 points below 25% Black owned suppliers |
| Estimated Rand Value inclusive of Vat | Specific Goals and Point allocation | | | | | | | | | | |
| | 80 points for price | | | | | | | | | | |
| Above R1 000 000 up to R50 000 000 | 10 points - 51% and above Black owned suppliers | | | | | | | | | | |
| | 5 points - 25% up to 50% Black owned suppliers | | | | | | | | | | |
| | 0 points below 25% Black owned suppliers | | | | | | | | | | |

| | | | |
|--|--|--|---|
| | | | <p>5 points for Eastern Cape Based suppliers 0 points outside Eastern Cape</p> |
| | | | <p>1 point for 51% and above Youth owned suppliers</p> |
| | | | <p>1 point for 51% and above Women owned suppliers.</p> |
| | | | <p>3 points for SMME's (EME or QSE)</p> |

Quality/Functionality Evaluation

The score achieved for quality/functionality will be assessed using the following criteria, each of which will be scored individually up to the maximum number of points indicated (failure to submit the relevant information will result in zero scores for that section):

| DETAILED BREAKDOWN OF FUNCTIONALITY POINTS | | | |
|---|--|----------------------|-------------------------|
| Item | Details | Points scored | Available Points |
| Criteria 1. Applicants Expertise | | | 15 |
| 1.1 | Staffing Levels (CVs of proposed persons to be provided with attached certificates; clear details of duties of work done and 3 contactable referees on cv) | | |
| 1.1.2 | Supervisory Installer. Minimum 5 years' experience in general ASIB fire sprinkler infrastructure projects. | | |
| | > 10 years' experience | | 15 |
| | ≤ 10 but >7 years' experience | | 10 |
| | ≤ 7 but >5 years' experience | | 8 |
| | If site agent is outsourced | | 0 |
| Criteria 2. Relevant Company Experience | | | 60 |
| 2.1 | Ten (10) points can be scored (to a maximum of 30 points) for each confirmed similar project carried out in the past 5 years on ASIB fire sprinkler infrastructure projects. (Tenderers to submit Award Letters for points). | | 30 |
| 2.1.2 | Ten (10) points can be scored (to a maximum of 30 points) for each confirmed Fully complete Annexure P06-1 Part A&B reference letter with contact details, signature, and stamp on similar project mentioned on 2.1 above. | | 30 |
| Criteria 3. Method statement | | | 25 |
| 3.1 | Company is required to provide detailed method statements, which demonstrate the way work is envisaged on a project of this nature (five points scored per activity). Core activities include: | | |
| | 1. Working in heights | | 10 |
| | 2. Supervision and reporting | | 5 |
| | 3. ensuring uninterrupted operation | | 10 |
| TOTAL EVALUATION SCORE FOR FUNCTIONALITY | | 0 | 100 |
| PERCENTAGE POINTS SCORED | | 0% | |
| | | | |
| | | | |

| | |
|---------|---|
| | <p>Tender offers scoring less than 70 points out of 100 points for quality/functionality will be regarded as non-responsive and not considered further.</p> <p><u>Financial Offer Evaluation</u></p> <p>The score achieved for financial offer will be determined using formula 2 (option 1) as follows:</p> $\text{Points awarded} = 80 \left[1 - \frac{P - P_m}{P_m} \right]$ <p>Where P = the comparative offer of the tender offer under consideration P_m = the comparative offer of the lowest responsive tender</p> |
| | <p><u>Preference Evaluation Criteria</u></p> <p>A maximum of twenty (20) points will be awarded to a tenderer for achieving Specific goals objectives. Specific goals points shall be computed using a relevant scorecard as guided by the company's annual turnover. This is in accordance with the new Codes of Good Practice. Specific goals evaluation shall be done based only on the information submitted in the ELIDZ Procurement Handbook. No points will be awarded for achieving Specific goals objectives if the total percentage scored for BBBEE is less than 30 %.</p> <p>All tenders with functionality less than 70% of the total functional requirements will not be considered for the next stage of tender evaluation. ELIDZ reserves the right to negotiate if preferred bidder's proposal exceeds ELIDZ project estimate.</p> <p>The tender will be awarded to the bid with the highest number of points. A tender may be awarded to a bidder that did not score the highest number of points if reasonable and justifiable grounds exist.</p> <p>Any contract offered by the ELIDZ will be based on the correctness of information submitted by the service providers. Any misrepresentation of facts by a service provider may lead to disqualification. Should such misrepresentation be uncovered after the commencement of the contracted work, the ELIDZ reserves the right to terminate the contract and recover all payments made to that service provider and any costs that may have been incurred in the process.</p> <p>ELIDZ reserves the right to have the tenderer's Black Economic Empowerment Credentials verified by an independent agency. (Procurement Handbook – Annexure: 1 must be fully completed and supplementary information may be completed by service providers with a turnover of less than R10m and be accompanied by sworn affidavit turnover is less than R10m).</p> |
| F3.13.1 | <p>Tender offers will only be considered if:</p> <ol style="list-style-type: none"> a) the tenderer or any of its directors 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; and b) the tenderer has: <ol style="list-style-type: none"> i. abused the Employer's Supply Chain Management System; or ii. failed to perform on any previous contract and has been given a written notice to this effect. iii. is not under restrictions, or has principals who are under restrictions, preventing participating in the ELIDZ procurement, iv. c) has the legal capacity to enter into the contract, v. d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, vi. e) complies with the legal requirements, if any, stated in the tender data, and i. f) is able, in the opinion of the ELIDZ, to perform the contract free of conflicts of interest. c) All returnable documents and schedules as listed in 1.2.1 have been completed and submitted with this document. |
| F.3.18 | <p>The number of paper copies of the signed contract to be provided by the employer is 1 (one).</p> |

1.2 RETURNABLE SCHEDULES

The Tenderer must complete the following returnable documents in all respect and provide all information as required. Failure to do so WILL result in the Tenderer being scored zero for the applicable category.

1.2.1 LIST OF RETURNABLE DOCUMENTS

| | Checklist |
|--|-----------|
| Compulsory Submissions | |
| Letter of Good Standing with Compensation Commissioner | |
| Proof of registration with ASIB as Supervising Sprinkler Installer | |
| Declaration of Form of Acceptance to be signed | |
| ELIDZ Procurement Handbook | |
| Submissions for Evaluation | |
| Detailed breakdown of functionality points | |
| CVs of proposed key staff | |
| Relevant Company Experience | |
| Implementation Methodology | |
| Valid Tax Clearance Certificate /on-line pin number | |
| Valid original or certified copy of BBBEE Certificate or Sworn Affidavit | |
| Proof of Company Registration | |
| Form P01 Contractor General Information | |
| Form P02 Ownership Details | |
| Form P03 Contractor Facilities | |
| Form P04 Size of Enterprise and Current Workload | |
| Form P05 Staffing Profile | |
| Form P06 Previous Experience | |
| Form P06-1 Previous experience referencing | |
| Form P07 Record of Addenda to Tender Documents | |

I, the authorised signatory hereby confirm that the Form of Offer has been completed in full and enclosed in envelope “B” and that no financial offers of any sort have been declared in envelope “A”. I further understand that failure to attach the above-mentioned documentation to the designated pages allocated will result in said document being deemed missing from the tender submission.

Signature of Tenderer:

Date:

PART 1

COMPULSORY SUBMISSIONS

CONTRACT NO: ES/23/AFSS/01

**Provision of Remedial works for ELIDZ Factories Automatic Fire
Sprinkler System**

**LETTER OF GOOD STANDING FROM WORKMEN'S
COMPENSATION OFFICER**

**TENDERER TO ATTACH LETTER OF GOOD STANDING UNDER
THIS PAGE**

**PROOF OF ASIB COMPANY & INSTALLER REGISTRATION IN
THE REQUIRED CATEGORY**

**TENDERER TO ATTACH PROOF OF ASIB REGISTRATIONS
UNDER THIS PAGE**

SIGNED DECLARATION OF FORM OF ACCEPTANCE

Declaration of Form of Offer and Acceptance

The Tenderer must declare that the Form of Offer and Acceptance in Envelope B “Financial Proposal” is completed and signed. Failure to complete and sign the declaration will render the tender non-responsive.

Tenderer:

Name of Representative:

Telephone number:

Fax number:

Designation:

I, the authorised signatory of the Tenderer, hereby declare that the Form of Offer and Acceptance in Envelope B “Financial Proposal” is completed and signed.

Signature of Tenderer:

Date:

PART 2

SUBMISSIONS FOR FUNCTIONALITY EVALUATION

CONTRACT NO: ES/23/AFSS/01

**Provision of Remedial works for ELIDZ Factories Automatic Fire
Sprinkler System**

CRITERIA 1 – INSERT/ATTACH UNDER THIS PAGE

CV'S OF PROPOSED KEY STAFF

- **Tenderer to attach CV of ASIB Certified Supervising Sprinkler Installer**

CRITERIA 2– INSERT/ATTACH UNDER THIS PAGE

Companies to submit only completion certificates for points.

2.1 PROOF OF COMPANY RELEVANT EXPERIENCE

2.1.2 ANNEXURE P06-1 PART A & B REFERENCE LETTER (TO LINK TO COMPLETION CERTIFICATE SUBMITTED ON 2.1)

CRITERIA 3 – INSERT/ATTACH UNDER THIS PAGE

METHOD STATEMENT

SUBMISSIONS FOR FUNCTIONALITY EVALUATION

CONTRACT NO: ES/23/AFSS/01

**Provision of Remedial works for ELIDZ Factories Automatic Fire
Sprinkler System**

**CENTRAL SUPPLIER DATABASE REGISTRATION FROM
NATIONAL TREASURY & MAAA**

TENDERER TO ATTACH PROOF OF CSD TO THIS PAGE

**TENDERER TO ATTACH ORIGINAL TAX CLEARANCE
CERTIFICATE TO THIS PAGE**

TAX CLEARANCE CERTIFICATE

OR

PROVIDE BELOW THE RELEVANT SARS ONLINE PIN CODE

SARS PIN CODE _____

BBBEE CERTIFICATE

**TENDERER TO ATTACH ORIGINAL OR CERTIFIED COPY OF
BBBEE VERIFICATION CERTIFICATE TO THIS PAGE**

PROOF OF COMPANY REGISTRATION

**TENDERER TO ATTACH PROOF OF COMPANY REGISTRATION
TO THIS PAGE**

ELIDZ PROCUREMENT HANDBOOK

(Complete and sign)



ELIDZ Procurement Hand-Book
Supplementary Information

Company Name:.....

Latest Annual Turnover: R.....

Net Profit after Tax from Latest Financial Statements: R.....

Declaration

I understand that should my business be awarded a contract, said contract offered will be subject to the information given on this form being correct.

Any misrepresentation of facts may lead to disqualifications. Should such misrepresentation be uncovered after commencement of contract work, the ELIDZ reserves the right to terminate the contract and recover all payments made to the business.

Full Name: Initials:

Signature

Date

ADDITIONAL EVALUATION CRITERIA

CONTRACT NO: ES/23/AFSS/01

**Provision of Remedial works for ELIDZ Factories Automatic Fire
Sprinkler System**

FORM P01: CONTRACTOR GENERAL INFORMATION

FORM P01: CONTRACTOR GENERAL INFORMATION

| | |
|---------------------------|--|
| Name of tendering entity: | |
|---------------------------|--|

Section 1 : Contact Details:

| | |
|-----------------|------------|
| Address: | |
| Tel No: | () |
| Fax No: | () |
| E-mail address: | |

Section 2 : Legal entity: (Mark with an X)

| | |
|-------------------|--|
| Sole proprietor | |
| Partnership | |
| Close corporation | |
| Company (Pty) Ltd | |
| Joint Venture | |

(In the case of a Joint Venture, provide details on joint venture members:)

| Joint Venture member | Type of entity (as defined above) |
|----------------------|-----------------------------------|
| | |
| | |
| | |
| | |

FORM P01: CONTRACTOR GENERAL INFORMATION (Cont.)

Section 3: General Particulars

Income Tax reference number:
(In the case of a joint venture, provide for all joint venture members.)

VAT registration number:
(In the case of a joint venture, provide for all joint venture members.)

District Municipality in which the enterprise is registered:
(In the case of a joint venture, provide for all joint venture members.)

Registration number at Department of Labour:
(In the case of a joint venture, provide for all joint venture members.)

Company or close corporation registration number:
(In the case of a joint venture, provide for all joint venture members.)

ASIB registration number:
(In the case of a joint venture, provide for all joint venture members.)

For joint ventures the following must be attached:

- Written power of attorney for authorised signatory
- Pro-forma of the joint venture agreement.
- The major partner to satisfy at least 40 percent of the turnover amount given in P04, and each other partner at least 25 percent of the amount.

FORM P01: CONTRACTOR GENERAL INFORMATION (Cont.)

Section 4: Record in the service of the state

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:

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

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

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

FORM P01: CONTRACTOR GENERAL INFORMATION (Cont.)

Section 5: Record of spouses, children and parents in the service of the state

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

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

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

| 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 months |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

FORM P01: CONTRACTOR GENERAL INFORMATION (Cont.)

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

- i) authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order.
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption.
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- 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 of Signatory:

Capacity:

Signed on behalf of Tenderer:

Dated:

FORM P02: OWNERSHIP DETAILS

FORM P03: CONTRACTOR FACILITIES

FORM P03: CONTRACTOR FACILITIES

Physical facilities:

Provide information on offices, factories, yards and warehouses occupied by your enterprise. (Attach details if the space provided is not enough.) (List joint venture partner(s) separately if applicable.)

| Description | Address | Area (m ²) |
|-------------|---------|------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Plant and equipment:

Provide information on all plant and equipment owned by your enterprise. (Attach details if the space provided is not enough.) (List joint venture partner(s) separately if applicable.)

| Description: Plant and Equipment owned | Number of units | Currently in use on contract. |
|--|-----------------|-------------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Name of Signatory:

Capacity:

Signed on behalf of Tenderer:

Dated:

FORM P04: SIZE OF ENTERPRISE AND CURRENT WORKLOAD

FORM P04: SIZE OF ENTERPRISE AND CURRENT WORKLOAD

What was your turnover in the previous financial year?

What is the estimated turnover for your current financial year?

List your current contracts and obligations:

| Description | Value (R) | Start Date | Duration | Expected completion date |
|-------------|-----------|------------|----------|--------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Do you have the capacity to supply the goods and services described in this tender should the contract be awarded to you?

BANKING DETAILS:

Bank:

Branch:

Account No.:

Branch Code:

Account Name:

Name of Signatory:

Capacity:

Signed on behalf of Tenderer:

Dated:

FORM P05: STAFFING PROFILE

FORM P05: STAFFING PROFILE

Provide information on the staff that you have available to execute this contract. (Attach a separate list if the space provided is insufficient.) (List joint venture partner(s) separately if applicable.)

| Category * of Permanently employed staff for the project: | Number of Staff | HDI Y/N |
|---|-----------------|---------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Category * of Temporary staff to be employed for the project: | Number of Staff | HDI Y/N |
| | | |
| | | |
| | | |
| | | |
| | | |

Provide information on key staff you intend utilizing on this contract, should it be awarded to you. (In the case of engineering construction projects key staff are defined as staff of foreman level and above).

| Name | Position in your organisation | Qualifications | Experience | HDI Y/N |
|------|-------------------------------|----------------|------------|---------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Name of Signatory:

Capacity:

Signed on behalf of Tenderer:

Dated:

Note: *Category refers to the job designation of the person listed (eg. Manager, Foreman, Admin, Mechanic, etc.)

FORM P06: PREVIOUS RELEVANT EXPERIENCE

Annexure P06 - 1
ELIDZ RFP –Details of previous similar work experience

PLEASE NOTE:

Similar work is determined by the contract period for related projects provided to the following:

- Attend to ASIB fire sprinkler defects and general repairs,
- The referees are to complete the entire Annexure P06 - 1 (**Part A & Part B**).
- It is critical for the referees to include their signatures and company stamps in the spaces provided.
- It is critical for the referees to include their contact details to enable verification of the reference.
 - The ELIDZ will not give scores for incomplete forms.
- 0 - for poor services received, 3 – for satisfactory services received, 5 - for excellent services received.
- Copies of this annexure is to be provided to at least 3 referees for completion and then returned by the respondent / tenderer as part of the RFP submission.

PART A

| <u>Biographical Information</u> | |
|--|--|
| Company name of Respondent / tenderer: | |
| Company name of client / referee: | |
| Nature of business of company of client / referee: | |
| Location / address of client / referee: | |
| Company stamp of client / referee: | |

| | |
|---|---|
| Client / referee: Representative | |
| Client / referee: Representative - Contact details: | Cell: Landline: Alternate Number: |
| Client / referee: Representative - Signature | |
| <u>Contract Information</u> | |
| Description of the contract: | |
| Contract start date: date/month/year | |
| Contract end date: date/month/year | |

Annexure P06 - 1 – Continued

PART B

Referee to score the attributes listed in the below table

| | |
|--|---|
| Item | (0 - for poor services received, 3 – for satisfactory services received, 5 - for excellent services received) |
| A. Compliance with contract terms and conditions | |
| B. Overall rating of performance | |
| A & B = Total Score | |

FORM P07: RECORD OF ADDENDA TO TENDER DOCUMENTS

FORM P07: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account. in this tender offer:

| | Date | Title or Details |
|-----|-------------|-------------------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |

Attach additional pages if more space is required.

Name of Signatory:

Capacity:

Signed on behalf of Tenderer:

Dated:

PART 2

THE CONTRACT

CONTRACT NO: ES/23/AFSS/01

**Provision of Remedial works for ELIDZ Factories Automatic Fire
Sprinkler System**

2.1 CONTRACT DATA

2.1.1 Contract Data

2.1.1 CONTRACT DATA FOR

| | |
|-----------------------|--|
| Project title: | Provision of Remedial works for ELIDZ Factories Automatic Fire Sprinkler System |
| Contract No: | CONTRACT NO: ES/23/AFSS/01 |

| | |
|----------------|---|
| | PART 1: DATA PROVIDED BY THE EMPLOYER |
| | CONDITIONS OF CONTRACT |
| | <p>The General Conditions of Contract for Construction Works (3rd Ed 2015) [hereinafter referred to as GCC 2015], published by the South African Institution of Civil Engineering, is applicable to this Contract.</p> <p>Where the SERVICE PROVIDER has incurred any liability to the CLIENT, whether arising from or under this Agreement or otherwise howsoever arising, the CLIENT may, without notice to the SERVICE PROVIDER set-off the amount of such liability against any liability of the CLIENT to the SERVICE PROVIDER arising from or under this Agreement, whether either such liability is liquidated or unliquidated, present or future, accrued or contingent, unless otherwise agreed to in writing by the CLIENT.</p> |
| | CONTRACT SPECIFIC DATA |
| | The following contract specific data; amendments; additions; or omissions are applicable to this Contract. |
| CLAUSES | Compulsory Data |
| 1.1.14 | The name of the “Employer” is East London Industrial Development Zone (Pty) Ltd. |
| 1.2.2 | <p>The address of the Employer is</p> <p>Physical Address:</p> <p>Lower Chester Road, Sunnyridge Buffalo City (East London) 5201</p> <p>Postal Address:</p> <p>P.O. Box 5458 Greenfields 5208</p> <p>Telephone: 043 – 702 8200</p> |
| 1.1.1.16 | The name of the Engineer is: East London Industrial Development Zone (Pty) Ltd – represented by Camagwini Ngxokolo- Nomatye. RNA Consulting Engineers will be the Clients Representative in the project. |

| | |
|------------|---|
| 1.1.1.16 | <p>The address of the Engineer is</p> <p>Physical Address:</p> <p>Lower Chester Road, Sunnyridge Buffalo City (East London) 5201</p> <p>Postal Address:</p> <p>P.O. Box 5458 Greenfields 5208</p> <p>Telephone: 043 – 702 8247</p> |
| 5.8.1 | The special non-working days are statutory public holidays. |
| 5.8.1 | The year-end break commences on 15 December 2023 and ends on 15 January 2024. |
| Appendix 3 | 10% will be deducted from each payment certificate (up to 10% of the value of the contract) and will be retained as Retention Money. Half of the Retention Money will be released on receipt of ASIB Certification on all ELIDZ Buildings and the remainder will be released after 6 months of Works Completion. |
| 1.3.5 | <p>Replace in its entirety with the following:</p> <p>The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its retention or any other rights to which it may be entitled.</p> |
| 1.3.6 | <p>Add the following as 1.3.6:</p> <p>The copyright of all information, documents, advice, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalizing the Works will vest in the Employer, must be regarded as confidential and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, and may not be published either during the currency of this contract or after termination thereof without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.</p> |

| | |
|-------|--|
| 1.3.7 | <p>Add the following as 1.3.7:</p> <p>The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.</p> |
| 1.3.8 | <p>Add the following as 1.3.8</p> <p>In case of the Contractor providing documents, electronic aids, software programmes or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programmes or like material this provision applies.</p> |
| 4.6.1 | <p>Replace with the following</p> <p>The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the Works outlined in this Contract.</p> |
| 5.3.1 | <p>Replace with the following:</p> <p>The Contractor shall, save as may be otherwise provided in the Contract or be legally or physically impossible, commence executing the Works immediately from the date the Contractor is given access to and possession of the Site in terms of Clause 11.</p> |
| 5.4.1 | <p>Replace the word “On the Commencement date” with the words “Within 14 days of the Contractor submitting to the Engineer an acceptable health and safety plan required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)”</p> |
| 5.6.1 | <p>The Contractor shall deliver his Programme of work within 14 days from the Commencement Date.</p> |
| 5.9.1 | <p>Amend as follows:</p> <p>“On the date that the Contractor is given access to and possession of the site, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of Contractor.</p> |
| 7.6.4 | <p>Replace the words “within a reasonable time” with the words “within the period stipulated by the Engineer in such order...”</p> |

| | |
|-----------|---|
| 7.9.1 | <p>Add the following at the end of this clause:</p> <p>Such losses or damages may be recovered from the Contractor by deducting the same from any amounts still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Contractor and for this purpose all these contracts shall be considered one indivisible whole.</p> |
| 8.6.1.1 | <p>The Contractor shall only be required to insure the Works in so far as this comprises new construction. He shall however be required to insure whatever plant, vehicles, tools, equipment and materials are utilised in the execution of his maintenance activities.</p> |
| 8.6.1.1.2 | <p>The Employer will not supply any materials.</p> |
| 8.6.1.3 | <p>Public Liability Insurance shall have a limit of Indemnity of not less than R10 million for any one event. The Public Liability Insurance cover must be extended to include:</p> <ul style="list-style-type: none"> ▪ Spread of fire ▪ Damage to underground services ▪ Surrounding property |
| 6.5.1 | <p>The percentage allowance to cover overhead charges on labour and supervision is 33%, and on material cost the percentage allowance is 10%.</p> |
| 5.7.2 | <p>Add the following to the end of the second paragraph:</p> <p>“which costs may be deducted from any payments due to the Contractor in terms of the Contract or any other Contract, now or in the future, existing between the Employer and the Contractor and for this purpose all these shall be considered on indivisible whole”</p> |
| 5.5.1 | <p>The contract period for the Works is 4 months.</p> |
| 5.13 | <p>Not applicable</p> |
| 6.8.2 | <p>Contract Price will be adjusted annually for escalation</p> |
| 10.1.3.6 | <p>Delete</p> |

| | |
|----------|--|
| 6.10.1.5 | The percentage advance on materials not yet built into the Permanent Works is 80%. |
| 6.10.3 | The percentage retention on the amount due to the Contractor is 10 % on every invoice, up to a limit of 10% of the contract value |
| 6.10.3 | This clause shall be deleted in its entirety. |
| 6.11 | This clause shall be deleted in its entirety. |
| 7.8.1 | The Defects Liability Period is 12 months . |
| 9.3.3 | Add the following at the end. After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any right whatsoever. |
| 10.4.2 | Dispute resolution shall be by means of mediation. |
| 10.7 | Disputes are to be referred for final settlement to litigation. |
| 11.0 | Add the following new Clause 11.0 : Amendments to be in writing “No amendments of this Contract or of any provisions or terms hereof and no waiver or relaxation or suspension of any of the provisions or terms of this Contract shall be of any force or effect unless reduced to writing and signed by both the parties hereto.” |

Contract no: **CONTRACT NO: ES/23/AFSS/01**

| PART 2: DATA PROVIDED BY THE CONTRACTOR | |
|---|---|
| 1.1.1.8 | <p>The name of the Contractor is</p> <p>.....</p> <p>(insert the legal name of the Contractor, as well as the Contractor's registration number, if applicable)</p> |
| 1.1.1.8 | <p>The address of the Contractor is:</p> <p>Physical Address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Postal Address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Facsimile: Telephone:</p> |

| | | |
|------------|---|--|
| 2.2 | SCOPE OF WORK | |
| 2.2.1 | Description of the Works | |
| | 2.2.1.1 | Employers' objectives |
| | 2.2.1.2 | Overview of works |
| | 2.2.1.3 | Extent of works |
| | 2.2.1.4 | Location of works |
| | 2.2.1.5 | Temporary works |
| 2.2.2 | Drawings | |
| 2.2.3 | Procurement | |
| | 2.2.3.1 | Preferential Procurement Procedures |
| | 2.2.3.2 | Subcontracting |
| 2.2.4 | Maintenance Works | |
| | 2.2.4.1 | Works specifications |
| | 2.2.4.2 | Variations and additions to Standard and Particular specifications |
| 2.2.5 | Existing Services | |
| 2.2.6 | Site Establishment | |
| 2.2.7 | Site Usage | |
| 2.2.8 | Permits and Way Leaves | |
| 2.2.9 | Alterations, Additions and Extensions to Existing Works | |
| 2.2.10 | Management | |

2.2 SCOPE OF WORK

2.2.1 Description of the Works

2.2.2 Drawings

2.2.3 Detailed Sprinkler Specifications

2.2.4 Procurement

2.2.5 Existing Services

2.2.6 Site Establishment

2.2.7 Site Usage

2.2.8 Permits and Way Leaves

2.2.9 Alterations, Additions and Extensions to Existing Works

2.2.10 Management

2.2.11 Health and Safety Requirements

2.2.12 Environmental Requirements

2.2 **SCOPE OF WORK**

2.2.1 **DESCRIPTION OF THE WORKS**

2.2.1.1 **Employer's Objectives**

The East London Industrial Development Zone (Pty) Ltd (ELIDZ) is the duly appointed operator of the East London Industrial Development Zone, and as such has an obligation to ensure that the various facilities and services that they own and control are at all times fully operational and able to perform the function for which they were intended.

Accordingly, ELIDZ has a need to enter into contracts with suitable service providers who are able to carry out the various inspections, maintenance activities and repairs which are necessary to support these objectives.

2.2.1.2 **Overview of the Works**

The work involves:

- a) Remedial works to sprinklers systems, as listed and detailed in the supplied ASIB reports, to 26 various factories and or warehouses.

The ASIB reports contain an extensive amount of information, this tender document only concerns / details EL IDZ is responsible for within the factories and or warehouses, these include, but are not limited to:

- ICV chambers:
- Internal & external sprinkler installations to factories and or warehouses only,
- New Block plan drawings of existing sprinkler installations within the various factories and or warehouses,

Tenant Installation findings are not covered / to be priced in this tender document.

- b) Coordination with ASIB inspectors & EL IDZ appointed staff and consulting engineers, during the undertaking of remedial works and ASIB inspections.

The contractor is to ensure that no openings are left for an unreasonable period of time and certainly not over night or weekends, and that no rain is allowed to ingress into the buildings and damage equipment or disrupt production.

NOTE THAT EXISTING OPERATIONS WILL BE ONGOING IN VARIOUS BUILDINGS, and that the contractor, in conjunction with the ELIDZ, is to liaise with each tenant regarding the relevant planned works prior to commencement on a particular building in question. The contractor is to provide a necessary warranty/guarantee which incorporates materials, fixing, and workmanship.

Provisional Sums

A provisional sum has been included for Contingency items that may be ordered at the sole discretion of the Employer or Employer's Representative.

Staffing and Equipment

Provide the following staff and equipment permanently on site during normal working hours to undertake the various remedial works in conjunction with the ASIB report and as directed by the Employer's Agent/Client's representative.

- Relevant PPE to be provided to all staff members, according to tasks been undertaken.

The provision for this related cost is priced and outlined in the Bill of Quantities.

2.2.1.3 **Extent of the Works**

The repairs as defined above are required in the various ELIDZ Buildings in ALL the ELIDZ zones.

2.2.1.4 **Location of the Works**

Zone 1 of the East London Industrial Development Zone is located within Buffalo City on the western side of the Buffalo River, between the East London port and airport.

The actual location of each sub-zone is shown on the locality plan included with the drawings and more fully described in the following table :

| SUB-ZONE | DESCRIPTION OF LOCATION |
|----------|--|
| Zone 1A | Situated south-west of Sunnyridge, between the Harbour Arterial Road and Prince George Circuit, and accessed from the traffic circle at the lower end of the new Chester Road. |

2.2.1.5 **Temporary Works**

The provision of any temporary works of whatever nature, required for execution of the scheduled items, shall be the responsibility of the Contractor, and the cost thereof shall be included in the rates for the respective items of work.

2.2.2 **DRAWINGS**

Drawings Issued at Award Stage to successful tenderer

2.2.3 **PROCUREMENT**

2.2.3.1 **Preferential Procurement Procedures**

The ELIDZ Procurement Handbook is included in envelope "A" of the tender submission and must be completed in full, and the contents of the handbook shall apply to this project.

2.2.3.2 **Subcontracting**

As stipulated in the General Conditions of Contract, the Contractor shall not subcontract any part of the contract without the prior written consent of the Employer/Rep. Accordingly, the Contractor shall submit his list of proposed subcontractors to the Employer's Rep for approval, prior to commencement of any activities on site.

2.2.4 **GENERAL REPAIRS**

2.2.4.1 **Works Specifications**

The standard specifications applicable to this contract are the following **South African Bureau of Standards Standard Specifications:**

SANS 10827 The Application of the National Building Regulations (They have not been issued as part of the tender documentation).

The Particular Specifications applicable to this contract are:

The ELIDZ Occupational Health and Safety Specification
The ELIDZ Construction Environmental Management Plan
Standard Specifications for Sprinkler Installations
Detailed Specifications for Sprinkler Installations

These specifications are included in the tender documentation.

2.2.5 **EXISTING SERVICES**

All areas within which the Contractor is required to undertake maintenance operations are serviced with the full range of civil, electrical and communication services, some of which are below ground. The Contractor will be issued with drawings showing the positions of the services that are included in the project and will be required to determine the position of all other known services which may be affected by his work, by consultation with the Engineer.

The Contractor may be required to undertake work in close proximity to existing services in which case he shall take all necessary precautions to prevent any damage to these

services. Should his operations result in any damage to existing services, he shall immediately notify the Engineer who will inspect the damage and determine what further

action is required. The Contractor shall be responsible for the cost of all repairs or reinstatement necessary, whether these are carried out with his own resources or by a third party.

2.2.6 **SITE ESTABLISHMENT**

a) **Facilities provided by the Employer.**

Reticulated potable water exists within each zone of the IDZ. Should the Contractor require a supply of water to enable him to undertake any of his activities on the site then a suitable point of supply will be made available off the relevant reticulation. The Contractor shall be responsible for the cost of removal and reinstatement on completion.

All zones of the IDZ are fully reticulated with electricity. Should the Contractor require an electrical connection then he shall discuss his requirements with the Engineer who will arrange for a supply with the necessary capacity at a suitable position. The Contractor shall be responsible for the cost of removal and reinstatement on completion.

The Employer is not able to assist with telecommunication facilities and the Contractor shall make his own arrangements for whatever telephone and facsimile facilities he may require.

b) **Facilities provided by the Contractor.**

It is not envisaged that the Contractor will require a permanent campsite, with offices, storage or workshop facilities. Should establishment of any temporary facilities be required to enable the Contractor to carry out any aspect of the work, then the location and extent of such facilities shall require prior approval of the Engineer.

The Contractor will not be required to provide an office, telephone, vehicle or any other facilities or equipment for the exclusive use of the Employer, the Engineer or their staff.

c) **Notice Boards**

A notice board is NOT required, nor will the Contractor be permitted to erect his own advertising board.

2.2.7 **SITE USAGE**

The Contractor shall restrict his operations to the immediate vicinity of the work being carried out and he shall not be permitted to unnecessarily obstruct or impact on other adjacent areas.

2.2.8 **PERMITS AND WAY LEAVES**

Permits and way leaves are required for work on the IDZ services.

2.2.9 **ALTERATIONS, ADDITIONS, AND EXTENSIONS TO EXISTING WORKS**

Wherever the Contractor is required to carry out new construction to lines and levels based on or tying into existing infrastructure, he shall first check that the information provided for the existing works is accurate and correct. Should there be any discrepancies as regards position, or defects in the quality of the existing work which may affect the proposed work, then the Contractor shall report these to the Engineer and request clarification prior to proceeding with the new construction.

2.2.10 **MANAGEMENT**

The contractor is appointed by ELIDZ to be in full control and to manage the repairs until successful completion and acceptance of the work contracted for under this contract plus any approved Variation Work Orders.

a) **Planning and Programming**

Within 14 days of the Commencement Date and prior to commencement of any operations on site, the Contractor shall prepare and submit to the Engineer a Programme of the works that provides full details of the sequence of the activities in terms of the project. This shall cover the entire contract period and shall be amended and revised as necessary until approved by the Engineer.

In addition, one week before the end of each month, the Contractor shall submit a list of work to be carried out during the following month, together with the anticipated expenditure, using the relevant items from the Bills of Quantities. The list shall form the basis of the work to be carried out and paid for during the month. The Contractor shall not be entitled to claim for payment for scheduled items that have not been included in the monthly schedule and approved by the Engineer.

b) **Sequence of the Works**

The sequence of work shall be carried out strictly in accordance with the project plan and monthly schedule as detailed above.

c) **Methods and Procedures**

Prior to the commencement of any work on the site the Contractor shall submit method statements for each separate maintenance, repair or construction activity that he is required to undertake. The method statements shall be submitted to the Engineer for approval at least 10 days prior to the scheduled start of the activity. The method statements shall set out the procedures to be followed in carrying out the activity and shall include details of compliance with both Occupational Health and Safety and Environmental aspects.

The Contractor shall ensure that his staff and workers are properly trained in the safe and effective use of any equipment, plant or materials necessary to undertake the work.

d) **Quality Control**

The Contractor shall ensure that the appearance of his staff is neat and tidy, and he shall provide them with appropriate and easily identifiable uniforms, preferably with the Contractor's logo, to enable them to be recognized at all times while on site.

The Contractor shall provide whatever samples of materials are required for approval prior to commencement and shall undertake all necessary tests that are required in terms of the applicable specification to ensure that his workmanship meets the required standard.

e) **Environment**

Environmental considerations applicable to this project are detailed in the ELIDZ Construction Environment Management Plan (CEMP).

The Contractor shall ensure that he is fully aware of the requirements of the CEMP and that he understands his responsibilities regarding both his management of the project and the actual construction activities on site.

f) **Accommodation of Traffic**

The Contractor shall be responsible for the safety of all vehicular and pedestrian traffic affected by his work and shall provide the necessary deviations together with all warning signs, barricading and lighting fully in compliance with the requirements of the SADC Road Traffic Signs Manual.

The Contractor shall maintain access to all buildings and properties affected by his work and shall liaise with the relevant tenants and the IDZ to agree temporary or partial closure of any access point.

g) **Other Contractors**

Various other maintenance activities and construction contracts will be underway concurrently with this contract. The Contractor may be required to co-ordinate his activities together with the activities of the other contractors and shall be notified of specific requirements by the Engineer.

h) **Testing, Completion, Commissioning**

Each separate maintenance, repair or construction activity included in the contract shall be fully tested and independently commissioned on completion and shall immediately thereafter be made available for use by the ELIDZ or the relevant tenant.

i) **Communications**

All communication of whatever nature shall be through the Engineer.

j) **Key Personnel**

Within 14 days of the Commencement Date and prior to commencement of any operations on site, the Contractor shall submit to the Engineer detailed CVs of his key personnel together with their relevant contact details. Should the key personnel not be the same as those included in the tender submission, then the Contractor shall be required to provide personnel with equivalent or better qualifications and experience.

k) **Management Meetings**

The Contractor shall be required to attend a monthly meeting during which all aspects relating to the progress, scope, expenditure, OHS and general administration of the contract will be discussed. The Contractor shall ensure that his representative at the meeting has the necessary understanding and authority to make decisions regarding these issues.

l) **Payments**

All payments to the Contractor shall be by means of electronic transfer and the Contractor shall provide his banking details to the Engineer together with the initial payment claim.

m) **Records**

The Contractor shall be required to provide a detailed report following each scheduled inspection on an Excel spread sheet or Word document in both hard and electronic format. The report shall be in a format to be agreed with the Engineer and shall contain the following:

- A record of completed activities undertaken.
- A daily record of resources (both personnel and equipment) utilized on site.
- ELIDZ Labour Returns

The report shall be submitted within seven days of the scheduled inspection, and no payment will be made to the Contractor until the report has been received.

n) **Payment Certificates**

Payment Certificates shall be drawn up in an agreed format based on the bills of quantities and any variation orders authorized. The date for submission of each payment claim shall be agreed with the Engineer. The procedure for preparation of Payment Certificates shall be as follows:

- The actual quantity for each item shall be agreed with the Employer's Agent based on the cumulative total of the previous monthly quantity and the additional work carried out during the month.
- The Contractor shall draw up and submit his claim using the agreed quantities.
- The Employer's Agent shall check the claim and certify the amount to be paid.
- The Contractor shall provide a VAT invoice to the Employer's Agent for the certified amount.
- The Employer's Agent shall submit the claim, the VAT invoice, and the payment certificate to the Employer.
- The Employer undertakes to make payment of all amounts due to the contractor within 30 days from receipt of an invoice from the Employer's Agent.
- All invoices are to be submitted for the attention of the Employer's Agent who will in turn deliver the authorized invoices to Accounts.

o) **Permits**

The Contractor is required to obtain identity tags and access cards from the ELIDZ for all his staff that enter the site. He shall make prior arrangements with the ELIDZ to obtain the tags timeously, as no member of his staff shall be allowed on site without the identity tag clearly displayed. These will be issued by the ELIDZ at no cost to the Contractor.

p) **Proof of Compliance with the Law**

The Contractor shall be required to comply with all regulations and laws of whatever nature that are applicable to his operations throughout the duration of the contract, and shall produce documentary evidence when requested for all aspects, including, but not limited to :

- Valid proof of registration with the Compensation Commissioner

- Proof of registration for income tax and VAT
- Compliance with the Occupational Health and Safety Act and Construction Regulations.

2.2.11 **Health and Safety Requirements and Procedures**

The Contractor shall comply with all relevant aspects of the Occupational Health and Safety Act together with the Regulations referred to therein, as applicable to the scope of his activities.

Particular attention must be paid to the issuing of the relevant Notices, appointment of responsible people, undertaking Hazard Identification and Risk Assessments, and preparation of a Health and Safety Plan. All necessary documentation shall be prepared and submitted for comment and approval immediately after the contract award and prior to commencement with any work on site.

Specific Health and Safety considerations applicable to this project are detailed in the ELIDZ Occupational Health and Safety Specification.

Method statements submitted for the Contractor's maintenance activities shall include details of compliance with Occupational Health and Safety and shall be submitted immediately after the contract award.

The Contractor shall ensure that all his personnel are properly inducted with respect to the ELIDZ Occupational Health and Safety standards prior to their undertaking any work within the IDZ premises.

The Contractor shall provide the necessary personal protective equipment and clothing to all staff as necessary for the type of work being carried out.

Wherever the Contractor's staff may be subjected to hazardous substances, excessive dust or noise, then he is to arrange for pre and post-employment medical examinations on the relevant employees.

No member of the Contractor's staff shall be allowed on site while under the influence of alcohol or drugs. Any member of his staff that exhibits any signs of alcohol or drug usage shall be removed from the ELIDZ premises by security staff.

The Contractor shall be responsible for the protection of the public in the areas in which he is working and shall provide barricades and lighting as necessary to ensure their safety. He shall also be responsible for the safe control of traffic wherever his works impact on the existing roadways.

2.2.14 **Environmental Management Plan (EMP) Requirements and Procedures**

The Contractor shall comply with all relevant aspects of the ELIDZ Construction Environmental Management Plan (CEMP) together with the Regulations referred to therein, as applicable to the scope of his activities.

The ELIDZ CEMP is attached as Appendix B

Particular attention must be paid to the issuing of the relevant Notices, appointment of responsible people, undertaking Environmental Risk Assessments, and preparation of Method Statements for comment and approval prior to commencement with any work on site.

The Contractor shall ensure that all his personnel are properly inducted with respect to the ELIDZ CEMP standards prior to their undertaking any work within the IDZ premises.

2.3 SITE INFORMATION

2.3.1 Existing Services

2.3.2 Existing Buildings

2.3.3 Environmental Restrictions

2.3 **SITE INFORMATION**

2.3.1 **EXISTING SERVICES**

All areas within which the Contractor is required to undertake maintenance operations are serviced with the full range of civil, electrical and communication services, most of which are below ground. The Contractor will be issued with drawings showing the positions of the services that are included in the scope of work that comprises his contract. He will be required to determine the position of all other known services which may be affected by his work, by consultation with the ELIDZ appointed Engineer.

2.3.2 **EXISTING BUILDINGS**

Numerous buildings exist within the area in which the Contractor is required to undertake maintenance operations. Should the Contractor require drawings of any existing building to enable him to undertake his activities on site, then he shall request these from the Engineer, who will make the necessary arrangements with the ELIDZ or other consultants for the provision of the record drawings for these buildings.

2.3.3 **ENVIRONMENTAL RESTRICTIONS**

Certain areas within the ELIDZ have been designated as “Environmentally sensitive areas”. Drawings indicating the location and extent of these areas can be obtained by request from the Engineer. Under no circumstances shall the Contractor enter or use these areas for any purpose whatsoever, without the specific written approval of the

APPENDICES

APPENDIX A

ELIDZ OHS Regulations

APPENDIX B

ELIDZ CEMP

APPENDIX C

STANDARD SPECIFICATIONS FOR SPRINKLER INSTALLATIONS

APPENDIX D

DETAILED SPECIFICATIONS FOR SPRINKLER INSTALLATIONS

APPENDIX E

DETAILED ASIB REPORTS