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**TENDER NUMBER: TKZN 01/2022**

**PROCUREMENT DOCUMENTS**

**FOR**

**CONSTRUCTION OF NEW ACCESS ROAD, PARKING, NEW GATEHOUSE  
AND STORM WATER UPGRADE AT THE NELSON MANDELA CAPTURE  
SITE PRECINCT.**

**VOLUME 1**

**ISSUED BY:**

Tourism Kwazulu-Natal  
P.O Box 2516  
Durban  
4000

**SEPTEMBER 2022**

**NAME OF PROPOSING ENTITY: .....**

**TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX: R .....**



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	Colour	Page/s
<b>COVER PAGE</b>		
PROCUREMENT DOCUMENTS	White	1 page
<b>CONTENTS PAGE</b>		
CONTENTS	White	2 pages
<b>THE REQUEST FOR PROPOSAL (RFP)</b>		
<b>PART T1 : RFP PROCEDURES</b>		
T1.1 RFP NOTICE AND INVITATION	White	1 page
T1.2 RFP DATA	Pink	11 pages
<b>PART T2 : RETURNABLE DOCUMENTS</b>		
T2.1 LIST OF RETURNABLE DOCUMENTS	Yellow	2 pages
T2.2 RETURNABLE SCHEDULES	Yellow	29 pages
SBD FORMS	White	26 pages
SBD 1 INVITATION TO BID		2 pages
INVITATION TO TENDER		4 pages
SBD 4 DECLARATION OF INTEREST		3 pages
SBD 6.1 PREFERENCE POINTS CLAIM FORM		5 pages
SBD 6.2 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS		6 pages
SBD 8 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES		3 pages
SBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION		3 pages

## **THE CONTRACT**

<b>PART C1 : AGREEMENTS AND CONTRACT DATA</b>		
C1.1 FORM OF OFFER AND ACCEPTANCE	Yellow	3 pages
C1.2 CONTRACT DATA	Yellow	15 pages
C1.3 CONSTRUCTION GUARANTEE	White	4 pages
C1.4 ADJUDICATOR'S APPOINTMENT	Yellow	3 pages

**PART C2 : PRICING DATA**

C2.1	PRICING INSTRUCTIONS
C2.2	BILLS OF QUANTITIES

Yellow	2 pages
Yellow	42 pages

SECTION 1	-	PRELIMINARIES		1 - 28
SECTION 2	-	EXTERNAL WORKS		
Bill	1	Earthworks (Provisional)		29- 31
Bill	2	Roads and Pavings (Provisional)		32
Bill	3	Stormwater Drainage (Rates Only)		33- 36
Bill	4	Boundary wall (Rates Only)		37- 38
Bill	5	Provisional Sums		39- 40
Sectional summary for External Work				41
FINAL SUMMARY				42
<b>PART C3 : TERMS OF REFERENCE</b>				
C3.1		TERMS OF REFERENCE	Blue	3 pages
<b>PART C4 : SITE INFORMATION</b>				
C4.1		SITE INFORMATION	Green	1 page
<b>ANNEXURES</b>				
		<b>OHS</b>	White	8 pages
		<b>EPWP</b>	White	3 pages
		<b>PENALTIES</b>	White	2 pages



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## **Part T1.1 RFP Notice and Invitation to Tender**

Tourism Kwazulu-Natal (TKZN) invites tenders for **construction of access road, parking, new gatehouse, stormwater infrastructure and landscaping at Nelson Mandela Capture Site. The works comprise of a guardhouse, access road, pedestrian walkway and attenuation ponds. The works are to be executed in 6 months.**

It is estimated that proposers should have a CIDB contractor grading designation of **6 CE or higher as well as documented experience in landscaping and general building works**

This tender will be evaluated in terms of Preferential Procurement Regulation 2017 (PPR2017), therefore the 80/20 preference point system is applicable for this tender. Bidders are required to submit original valid B-BBEE status level verification certificates or certified copies thereof to substantiate their B-BBEE rating claims.

The pre-qualification criteria applicable for this tender is that, only tenders having a minimum B-BBEE status level 4 ( i.e. Levels 1, 2, 3, 4) are invited to tender. **An original valid or certified copy of B-BBEE certificate/affidavit must be submitted together with the tender document.**

Bidders must comply with the prescribed local content and production.

Only tenderers who can demonstrate that they will have in their employ staff which satisfy EPWP requirements during the contract validity are eligible to submit tenders.

The Employer's details are:

Tourism Kwazulu-Natal; Second Floor , Ithala Trade Centre,  
9 Canal Quarry Road Durban

Bid documents and all the relevant information shall be available for downloading from the following websites as **from Monday 05 September 2022:**

TKZN Website [www.zulu.org.za](http://www.zulu.org.za)

eTenders Website [www.etenders.gov.za](http://www.etenders.gov.za)

**No hard copies shall be sold or issued to bidders.** Bidders are requested to download the bid documents at their own cost.

Bidders are encouraged to bring the bid documents to the site inspection.

A compulsory clarification meeting with representatives of the employer will take place **at the existing Nelson Mandela Capture Site on Remainder of Portion 2 of the farm The Grange, 14125/FT, Howick, KZN Province, South Africa.**

**The GPS coordinates are 29°28'06.92" S, 30°10'12.77" E.**

Date: **09 September 2022** Time: **11h00**

The closing date and time for receipt of proposals is **23 September 2022, no later than 12h00.**

Telegraphic, telephonic, telex, facsimile, electronic and / or late proposals will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of proposals are stated in the RFP Data.



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## **Part T1.2 RFP Data**

The conditions of the RFP are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement (July 2015) and as amended from time to time. (See [www.cidb.org.za](http://www.cidb.org.za)).

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

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

- F.2.1** Only those proposers who have in their employment management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff are eligible to submit proposals.
- F.2.16.3** Accept that an RFP submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for proposals that a proposal is to be withdrawn or substituted.
- F.2.16.4** Where a proposal submission is to be substituted, submit a substitute proposal in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".
- F.3.13** Accept the proposal offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the proposer:
- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
  - b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
  - c) has the legal capacity to enter into the contract,
  - d) is not insolvent, in receivership, 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,

- e) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

Clause number	RFP Data
F.1.1	The employer is Tourism Kwazulu-Natal
F.1.2	<p>The RFP Documents issued by the employer comprise the following documents:</p> <p><b>THE REQUEST FOR PROPOSAL (RFP)</b></p> <p><b>Part T1: RFP Procedures</b></p> <p>T1.1 - RFP Notice and Invitation</p> <p>T1.2 - RFP Data</p> <p><b>Part T2: Returnable Documents</b></p> <p>T2.1 - List of Returnable Documents</p> <p>T2.2 - Returnable Schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract Data</b></p> <p>C1.1 - Form of Offer and Acceptance</p> <p>C1.2 - Contract Data</p> <p>C1.3 - Performance Bond</p> <p><b>Part C2: Pricing Data</b></p> <p>C2.1 - Pricing Instructions</p> <p>C2.2 - Bills of Quantities</p> <p><b>Part C3: Scope of work</b></p> <p>C3.1 - Scope of Work</p> <p><b>Part C4: Site information</b></p> <p>C4.1 - Site Information</p>
F.1.4	<p>The employer's Agent is :</p> <p>Name: .....</p> <p>Address: .....</p> <p>Tel: .....</p> <p>Fax: .....</p> <p>E-mail: .....</p>

F.2.1	<p>Only those proposers whom are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, 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 <b>6 CE or higher as well as documented experience in landscaping and general works</b> of construction work, are eligible to have their proposals evaluated.</p> <p>Joint ventures are eligible to submit proposals provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the <b>6 CE or higher as well as documented experience in landscaping and general works</b> of construction work; and</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum proposed for a <b>6 CE or higher as well as documented experience in landscaping and general works</b> a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol>
F.2.2	Accept that the employer will not compensate the proposer for any costs incurred in the preparation and submission of a proposal offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
F.2.3	Check the proposal documents on receipt for completeness and notify the employer of any discrepancy or omission.
F.2.7	<p>The clarification meeting is compulsory.</p> <p>The arrangements for a compulsory clarification meeting are as stated in the RFP Notice and Invitation.</p> <p>Proposers must sign the attendance list in the name of the proposing entity. Addenda will only be issued to proposers and will be received only from those proposing entities appearing on the attendance list.</p>
F.2.11	<p>Do not make any alterations or additions to the proposal documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the proposer. All signatories to the proposal offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.</p>
F.2.12	No alternative proposal offers will be considered.
F.2.13.3	<p>Parts of each offer communicated on paper shall be submitted as an original.</p> <p>The document shall not be dismantled in any way what so ever as such shall warrant disqualification.</p>



F.2.13.5 F.2.15.1	<p>The employer's details and address for delivery of offers and identification details that are to be shown on each proposal offer package are:</p> <p><b>Location of tender box:</b> Tourism Kwazulu- Natal</p> <p><b>Physical address:</b> Ithala Trade Centre Second Floor, 29 Canal Quarry Road Durban, 4069</p> <p><b>Identification details:</b> RFP Reference Number; Title of Proposal; and Closing Date and Time of the Proposal.</p>
F.2.13.6 F.3.5	A two-envelope procedure will <b>not</b> be followed.
F.2.15	<p>The closing time for submission of offers is as stated in the RFP Notice and Invitation.</p> <p>Telegraphic, telephonic, telefax, facsimile or electronic offers will not be accepted.</p>
F.2.16	The proposal offer validity period is <b>ninety (90) day</b> from the closing time for submission of proposal/tender.
F.2.18	The proposers shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.19	Personnel acting on behalf of the employer shall provide Access for inspections, tests and analysis.
F.2.20	The proposer is required to submit with his proposal a letter of intent from either an insurance company duly registered in terms of the Short-Term Insurance Act of 1998 (Act 53 of 1998) or by a bank duly registered in terms of the Banks Act of 1990 (Act 94 of 1990) undertaking to provide the Performance Bond without any alteration or amendment of the wording of the pro-forma indicated in Part C1.3 of this procurement document.
F.2.23	The central supplier database and the tax compliance status PIN are the approved methods that will be utilized to verify tax compliance as the South African Revenue Services does not issue Tax Clearance Certificates but has made an online provision available, via eFiling, for the bidders to print
F.3.4	Proposals will be opened immediately after the closing time.

F.3.8.2	<p>A responsive proposer is one that conforms to all the terms, conditions, and specifications of the proposal documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <p>a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,</p> <p>b) significantly change the Employer's or the proposer's risks and responsibilities under the contract, or</p> <p>c) affect the competitive position of other proposers presenting responsive proposals if it were to be rectified.</p> <p>Reject a non-responsive proposal offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>						
F.3.11.3	<p>The procedure for the evaluation of responsive proposals is <b>Method 4</b> of CIDB standard tender evaluation</p> <p>The apportionment for the evaluation will be:</p> <table><tr><td>(a)</td><td>Financial offer</td><td>80%</td></tr><tr><td>(b)</td><td>Preference</td><td>20%</td></tr></table> <p><b>FINANCIAL OFFER</b></p> <p>The financial offer will be scored using Formula 2 (option 1) where the value of W1 is:</p> <p>80 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 1 000 000</p> <p>A maximum of 80 points is allocated for financial value on the following basis:</p> $P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$ <p>Where</p> <p><math>P_s</math> = Points scored for comparative financial offer of the submission under consideration</p> <p><math>P_t</math> = Comparative financial offer of the submission under consideration</p> <p><math>P_{min}</math> = Comparative financial offer of lowest acceptable submission</p>	(a)	Financial offer	80%	(b)	Preference	20%
(a)	Financial offer	80%					
(b)	Preference	20%					

Functionality:				
Functionality total weight points:		=	100%	
Minimum Functionality Score		=	70%	
F.3.11.3	Functionality Criteria – Tender Rating Matrix		Tender Rating (score 1-5)	Weighting Factor
	1. Company Experience	Demonstrated experience of tendering entity with respect to Civil Construction Works		25
		A detailed company profile that clearly outline previous experience and the number of years in business doing work in line with the required scope with minimum of 5 reference letters on letterhead and completion certificates >10 Years	5 Points	
		A detailed company profile that clearly outline previous experience and the number of years in business doing work in line with the required scope with minimum of 5 reference letters on letterhead and completion certificates >7 - 10 Years	4 Points	
		A detailed company profile that clearly outline previous experience and the number of years in business doing work in line with the required scope with minimum of 5 reference letters on letterhead and completion certificates >5 - 7 Years	3 Points	
		A detailed company profile that clearly outline previous experience and the number of years in business doing work in line with the required scope with minimum of 5 reference letters on letterhead and completion certificates >3 - 5 Years	2 Points	
		A detailed company profile that clearly outline previous experience and the number of years in business doing work in line with the required scope with minimum of 5 reference letters on letterhead and completion certificates >1 - 3 Years	1 Point	
		No experience	0 Point	
		Note: Submission of completion certificate without corresponding reference letter or submission of reference letter without corresponding completion certificate will not be considered for scoring purposes. Points will be forfeited.		

F 3.11.3	2. Key Staff	<p><b>Key staff (assigned personnel) in relation to the scope of infrastructure construction works. Attach CV's with contactable references, certified copies of qualifications</b></p> <p><b>Key Staff refers to the following:</b></p> <ul style="list-style-type: none"><li>• <b>Key staff must consist of 1 Contract Manager/Site Agent, 1 Quantity Surveyor, 1 Health and Safety Officer/Agent/Manager and 1 Supervisor with a certified diploma/degree/honours in any built environment.</b></li></ul> <p><b>Attach CV of key site personnel with contactable references, proof of accredited built environment certified qualification for the below key staff.</b></p>	
		<p>• 5 years or more experience in any built environment projects Attach a copy of CV for all key staff (Contract Manager, Quantity Surveyor, Supervisor and Health and Safety Officer) Attach certified Degree/ Diploma/ honours in any built environment (Contract Manager, Quantity Surveyor, Supervisor/Foreman and Health and Safety Officer)</p>	5 Points
		<p>• 4 years' experience in any built environment projects Attach a copy of CV for all key staff (Contract Manager, Quantity Surveyor, Supervisor and Health and Safety Officer) Attach certified Degree/ Diploma/ honours in any built environment (Contract Manager, Quantity Surveyor, Supervisor/Foreman and Health and Safety Officer)</p>	4 Points
		<p>• 3 years' experience in any built environment projects Attach a copy of CV for all key staff (Contract Manager, Quantity Surveyor, Supervisor and Health and Safety Officer) Attach certified Degree/ Diploma/ honours in any built environment (Contract Manager, Quantity Surveyor, Supervisor/Foreman and Health and Safety Officer)</p>	3 Points
		<p>• 2 years' experience in any built environment projects Attach a copy of CV for all key staff (Contract Manager, Quantity Surveyor, Supervisor and Health and Safety Officer) Attach certified Degree/ Diploma/ honours in any built environment (Contract Manager, Quantity Surveyor, Supervisor/Foreman and Health and Safety Officer)</p>	2 Points
		<p>• 1 year experience in any built environment projects Attach a copy of CV for all key staff (Contract Manager, Quantity Surveyor, Supervisor and Health and Safety Officer) Attach certified Degree/ Diploma/ honours in any built environment (Contract Manager, Quantity Surveyor, Supervisor/Foreman and Health and Safety Officer)</p>	1 Points
		<p>• Less than 1 year experience in any built environment projects (0 points)</p>	0 Points
		<p><b>Note: The team must include a Construction Manager, Quantity Surveyor, Health &amp; Safety Officer and Site Foreman. The team will be deemed incomplete if not all the four-key staff are not included. Therefore, the bidder will forfeit points on key staff.</b></p>	

25

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F 3.11.3		<b>Tenderer to submit a Project Plan comprising of a program (with clear &amp; realistic timeframes, key tasks, and subtasks), organogram (staff allocated to project), resource allocation (equipment and plant list), realistic cashflow (projected expenditure) and confirmation of bank account</b>		
	<b>3. Project Plan</b>	Project Plan with clear critical paths, realistic timeframes, key tasks, sub tasks, distribution of resources and clear completion date and cost projections, with project duration of 6 months or less	5 Points	<b>20</b>
		Project Plan with clear critical paths, realistic timeframes, key tasks, sub tasks, distribution of resources with project duration of 6 months or less	4 Points	
		Project Plan with clear critical paths, realistic timeframes, key tasks, distribution of resources with project duration of 6 months or less	3 Points	
		Project Plan with clear critical paths, realistic timeframes and key tasks with project duration of 6 months or less	2 Points	
		Project Plan with clear critical paths, tasks, sub tasks, distribution of resources with project duration of 6 months or less	1 Point	
		Project plan attached	0 Points	

4. Quality Control Practices		
	Quality control Practices and procedures must include Quality Management System, Quality Control Plan, Communication Channels, Document Management Systems, Human Resource Management and Safety Health Environmental Plan	5 Points
	Quality control Practices and procedures must include Quality Management System, Quality Control Plan, Communication Channels, Human Resource Management and Safety Health Environmental Plan	4 Points
	Quality control Practices and procedures must include Quality Management System, Quality Control Plan, Human Resource Management and Safety Health Environmental Plan	3 Points
	Quality control Practices and procedures must include Quality Management System, Quality Control Plan, Human Resource Management and Safety Health Environmental Plan	2 Points
	Quality control Practices and procedures must include Safety Health Environmental Plan	1 Point
No Quality Control Practices	0 Point	

15

F.3.11.3	5. Locality	• Within the Umgeni Municipality boundaries	8 Points	15
		• Within the Mpofana Municipality Boundaries	3 Points	
		• Within the MsunduziMunicipality Boundaries	2 Points	
		• Within the uMgungundlovu Municipality District	1 Point	
		• Within the Kwazulu Natal Province	1 Point	
	Minimum Functionality Threshold		70%	70
	Functionality total weight points:		100%	100

F.3.11.3

**PREFERENCE**

The B-BBEE Preference scoring point system will be based on the B-BBEE Contributor level as determined from submitted verified B-BBEE certificates or a letter from an accounting officer if the annual declared turnover of the firm is less than R 10 million.

B-BBEE Status level of Contributor	Number of Points (80/20 System)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
<i>Non - compliant contributor</i>	0

F3.13

RFP offers will only be accepted if:

- a) The central supplier database and the tax compliance status PIN are the approved methods that will be utilized to verify tax compliance as the South African Revenue Services does not issue Tax Clearance Certificates but has made an online provision available, via eFiling, for the bidders to print their own Tax Clearance Certificates which they can submit with their bids or price quotations.
- b) the proposer submits a letter of intent from either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 53 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) undertaking to provide the Performance Bond without any alteration or amendment of the wording of the pro-forma indicated in Part C1.3 of this procurement document;
- c) the proposer submits an **original** certificate as proof of his registration with the Construction Industry Development Board in an appropriate contractor grading designation;
- d) the proposer 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, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector;
- e) the proposer has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
- f) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the proposer's ability to perform the contract in the best interests of the employer or potentially compromise the proposal process and persons in the employ of the state are permitted to submit proposals or participate in the contract;

F3.13	<p>g) the proposer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>h) the employer is reasonably satisfied that the proposer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended by the Occupational Health and Safety Amendment Act, 1993 (Act 181 of 1993) the necessary competencies and resources to carry out the worksafely,</p> <p>i) All the listed returnable documents as listed in Part T2.1 and all as may be stated elsewhere, are submitted.</p>
F.3.17	The number of paper copies of the signed contract to be provided by the employer is one.





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## **Part T2.1 List of Returnable Documents**

### **ALL RETURNABLE SCHEDULES ARE COMPULSORY**

#### **1 Returnable Schedules required for RFP evaluation purposes**

The proposal must complete the following returnable schedules as relevant:

- Invitation to bid (SBD 1)
- Completion of Form of Acceptance
- Pricing schedule for firm prices (SBD 3.1)
- Declaration of interest (SBD 4)
- Preference Points Claim Form (SBD 6.1)
- Declaration Certificate for local production and content for designated sectors (SBD6.2)
- Declaration of bidders past supply chain management practices (SBD 8)
- Certificate of Independent Bid Determination (SBD 9).
- Compulsory Enterprise Questionnaire
- Record of Addenda to Proposal Documents
- Proposed Amendments and Qualifications
- Certificate of Authority for Joint Ventures
- Schedule of Proposed Subcontractors
- Schedule of Recently Completed and Current Contracts
- Schedule of Plant and Equipment
- Evaluation Schedule: Proposer's Experience
- Evaluation Schedule: Qualification and Experience of Key Staff
- Evaluation Schedule: Project Plan
- Proposal Evaluation Schedule
- Schedule of exempted micro enterprises (SME's) and qualifying small business enterprises (QSE's)
- EPWP Projection Spreadsheet

#### **2 Other documents required for RFP evaluation purposes**

- A tenderer having a minimum B-BBEE status level of contribution of Level 1; 2; 3 and 4 only are eligible to submit their Bids. B-BBEE level of contribution certificate or affidavit must be submitted with the Bid
- B-BBEE level of contribution certificate or affidavit for intended subcontractors (at level 1 to 4 only)
- A consolidated B-BBEE level of contribution certificate in the case of Joint Ventures (If Applicable) (at level 1 to 4 only)
- CSD registration report (CSD suppliers reference (MMM number) the CSD report will include
- Submission of a valid Tax Clearance Certificate or a Pin that will grant the third party access to the bidder's tax compliance status.

- Submission of the Audited Financial Statement (The Audited Financial Statement must be within 18 months from the closing date of the advert.)
- Certified copies of the Founding Statement – CK1
- Certificate of Incorporation – CM1
- A signed statement of the Company's Secretary confirming that the Company is a public Company.
- Joint venture agreement (If applicable)
- Provide subcontractors agreement between tenderer and subcontractor/s
- Certified copy of the Identity Document of owners
- Certificate of Attendance at Clarification Meeting
- Proof of Registration with the CIDB - **Grade 6 CE or higher as well as documented experience in landscaping and general building works**
- Form of Intent to Provide a Performance Bond (pre approved)
- Proof of Workers insurance
- Proof of Public Liability
- Proof of Registration relating to LIC NQF Qualifications
- Bank rating letter from the bank with a Bank stamp
- Cashflow projections Spreadsheet
- Proof of signed mandatory site briefing

JBCC PBA March 2014

**3 Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract**

- Particulars of Specialist Contractors
- Schedule for Imported Materials and Equipment
- Standard Submission Documents
- Schedule of Local Labour Targets

**4 Other documents that will be incorporated into the contract**

- Certified ID Copies
- Letter of good standing from Compensation Commission
- Joint Venture Agreement if JV Submission
- B-BBEE Certification

**5 C1.1 Offer portion of Form of Offer and Acceptance**

**6 C1.2 Contract Data (Part two)**

**7 C2.2 Activity Schedule**



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PRECINCT.**

### **Compulsory Enterprise Questionnaire**

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise** .....

**Section 2: VAT registration number, if any** .....

**Section 3: CIDB registration number, if any** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

<b>Name*</b>	<b>Identity number*</b>	<b>Personal income tax number*</b>

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: 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 **twelve (12) months** in the service of any of the following:

<input type="checkbox"/>	a member of any municipal council	<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"/>	a member of any provincial legislature		
<input type="checkbox"/>	a member of the National Assembly or the National Council of Province		

☐

a member of the board of directors of  
any municipal entity

☐

a member of an accounting  
authority of any national or  
provincial public entity

☐

an official of any municipality or  
municipal 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

\* Insert separate pages if necessary

#### Section 7: 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 been in the service of any of the following:

☐

a member of any municipal council

☐

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 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

☐

a member of an accounting authority  
of any national or provincial public  
entity

☐

an official of any municipality or  
municipal entity

☐

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 months

\* Insert separate pages if necessary

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

- i) authorizes 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, 2004 (Act 12 of 2004);
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; 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.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Enterprise name \_\_\_\_\_



*Zulu Kingdom. **Exceptional***

**TENDER NUMBER      TKZN 01/2022**

**CONSTRUCTION OF NEW ACCESS ROAD, PARKING, NEW GATEHOUSE AND  
SERVICE: STORM WATER UPGRADE AT THE NELSON MANDELA CAPTURE SITE  
PRECINCT.**

### **Record of Addenda to Proposal Documents**

We confirm that the following communications received from the Employer before the submission of this proposal offer, amending the proposal documents, have been taken into account in this proposal offer:		
	<b>Date</b>	<b>Title or Details</b>
<b>1</b>		
<b>2</b>		
<b>3</b>		
<b>4</b>		
<b>5</b>		
<b>6</b>		
<b>7</b>		
<b>8</b>		

\* Attach additional pages if more space is required

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Enterprise name \_\_\_\_\_

*Zulu Kingdom. **Exceptional*****TENDER NUMBER      TKZN 01/2022****CONSTRUCTION OF NEW ACCESS ROAD, PARKING, NEW GATEHOUSE AND  
SERVICE: STORM WATER UPGRADE AT THE NELSON MANDELA CAPTURE SITE  
PRECINCT.****Proposed Amendments and Qualifications**

<p>The Proposer should record any deviations or qualifications he may wish to make to the proposal documents in this Returnable Schedule. Alternatively, a proposer may state such deviations and qualifications in a covering letter to his proposal and reference such letter in this schedule.</p> <p>The proposer's attention is drawn to clause F.3.8.2 of the Standard Conditions of Tender referenced in the RFP Data regarding the employer's handling of material deviations and qualifications.</p>		
Page	Clause or item	Proposal
* Attach additional pages if more space is required		

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise name \_\_\_\_\_



*Zulu Kingdom. **Exceptional***

**TENDER NUMBER      TKZN 01/2022**

**SERVICE: CONSTRUCTION OF NEW ACCESS ROAD, PARKING, NEW GATEHOUSE AND STORM WATER UPGRADE AT THE NELSON MANDELA CAPTURE SITE PRECINCT.**

**Certificate of Authority for Joint Ventures**

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this proposal offer in Joint Venture and hereby authorize Mr/Mrs..... ....., authorized signatory of the company ..... ....., acting in the capacity of lead partner, to sign all documents in connection with the proposal offer and any contract resulting from it on our behalf.		
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature .....
		Name .....
CIDB registration number: .....		Designation .....
		Signature .....
		Name .....
CIDB registration number: .....		Designation .....
		Signature .....
		Name .....
CIDB registration number: .....		Designation .....
		Signature .....
		Name .....
CIDB registration number: .....		Designation .....



*Zulu Kingdom. **Exceptional*****TENDER NUMBER: TKZN 01/2022****CONSTRUCTION OF NEW ACCESS ROAD, PARKING, NEW GATEHOUSE AND  
SERVICE: STORM WATER UPGRADE AT THE NELSON MANDELA CAPTURE SITE  
PRECINCT.****Schedule of Proposed Subcontractors**

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments.

Name and address of proposed Subcontractor	Description of Work to be executed by the Subcontractor	Previous experience with the Subcontractor

\* Attach additional pages if more space is required

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Enterprise name \_\_\_\_\_



*Zulu Kingdom. **Exceptional***

**TENDER NUMBER:** TKZN 01/2022

**SERVICE:** CONSTRUCTION OF NEW ACCESS ROAD, PARKING, NEW GATEHOUSE AND STORM WATER UPGRADE  
AT THE NELSON MANDELA CAPTURE SITE PRECINCT.

### Schedule of Recently Completed and Current Contracts

List not more than seven contracts completed in the last five years

Contract title	Employer (name) (town)	Place	Reference person		Contract Amount (R million)	Contract Period (months)	Date of Completion*
			Name	Tel			
1							
2							
3							
4							
5							
6							
7							

\*Completed means that a certificate has been issued in terms of a contract by the employer, signifying that the whole of the construction works have reached a state of readiness for occupation or use for the purposes intended, although some minor work may be outstanding

## List all current contracts not complete at the time

Contract title		Employer (name) (town)	Place	Reference person		Contract Amount (R million)	Contract Period (months)	Date of Commence- ment	Date of Completion*
				Name	Tel				
1									
2									
3									
4									
5									
6									
7									
9									
10									

\*Date when defects liability period commenced (period after completion)

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise name \_\_\_\_\_



*Zulu Kingdom. **Exceptional***

**TENDER NUMBER: TKZN 01/2022**

**SERVICE: CONSTRUCTION OF NEW ACCESS ROAD, PARKING, NEW GATEHOUSE AND STORM WATER UPGRADE AT THE NELSON MANDELA CAPTURE SITE PRECINCT.**

**Schedule of Plant and Equipment**

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

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

Quantity (owned or leased)	Description, size, capacity, etc

\* 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 proposal is acceptable.

Quantity (hired)	Description, size, capacity, etc

\* Attach additional pages if more space is required

Signed \_\_\_\_\_

Name \_\_\_\_\_

Enterprise name



*Zulu Kingdom. **Exceptional***

**TENDER NUMBER: TKZN 01/2022**

**SERVICE: CONSTRUCTION OF NEW ACCESS ROAD, PARKING, NEW GATEHOUSE AND STORM WATER UPGRADE AT THE NELSON MANDELA CAPTURE SITE PRECINCT.**

### Evaluation Schedule: Proposer's Experience

The experience of the proposer or joint venture partners in the case of an unincorporated joint venture or consortium as apposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work over the last five years will be evaluated.

Proposers should very briefly describe his or her experience in this regard and attach a minimum of five completion certificates to this schedule.

The description should be put in tabular form with the following headings:

[illegible]

Functionality Criteria – Tender Rating Matrix		Tender Rating	Weighting Factor
1. Company Experience	Demonstrated experience of tendering entity with respect to General Building Construction Works		25
	A detailed company profile that clearly outline previous experience and the number of years in business doing work in line with the required scope with minimum of 5 reference letters on letterhead and completion certificates >10 Years	5 Points	
	A detailed company profile that clearly outline previous experience and the number of years in business doing work in line with the required scope with minimum of 5 reference letters on letterhead and completion certificates >7 - 10 Years	4 Points	
	A detailed company profile that clearly outline previous experience and the number of years in business doing work in line with the required scope with minimum of 5 reference letters on letterhead and completion certificates >5 - 7 Years	3 Points	
	A detailed company profile that clearly outline previous experience and the number of years in business doing work in line with the required scope with minimum of 5 reference letters on letterhead and completion certificates >3 - 5 Years	2 Points	
	A detailed company profile that clearly outline previous experience and the number of years in business doing work in line with the required scope with minimum of 5 reference letters on letterhead and completion certificates >1 - 3 Years	1 Point	
	No experience	0 Point	
	Note: Submission of completion certificate without corresponding reference letter or submission of reference letter without corresponding completion certificate will not be considered for scoring purposes. Points will be forfeited.		

Signed \_\_\_\_\_

Name \_\_\_\_\_

Enterprise name \_\_\_\_\_



**TENDER NUMBER: TKZN 01/2022**

**SERVICE: CONSTRUCTION OF NEW ACCESS ROAD, PARKING, NEW GATEHOUSE AND STORM WATER UPGRADE AT THE NELSON MANDELA CAPTURE SITE PRECINCT.**

### **Evaluation Schedule: Qualification and Experience of Key Staff**

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 proposer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques, etc. schedule.

A CV with contactable references, Qualifications and Certificates of each key personnel of not more than two (2) pages should be attached to this

**Construction Manager**  
**Quantity Surveyor**  
**Health & Safety Officer/Agent**  
**Site Foreman**

Each CV should be structured under the following headings:

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



	Functionality Criteria – Tender Rating Matrix	Tender Rating (score 1-5)	Weighting Factor
	<b>2. Key Staff</b> <b>Key staff (assigned personnel) in relation to the scope of infrastructure construction works. Attach CV's with contactable references, certified copies of qualifications</b>  <b>Key Staff refers to the following:</b>  <b>• Key staff must consist of 1 Contract Manager/Site Agent, 1 Quantity Surveyor, 1 Health and Safety Officer/Agent/Manager and 1 Supervisor with a certified diploma/degree/honours in any built environment.</b> <b>Attach CV of key site personnel with contactable references, proof of accredited built environment certified qualification for the below key staff.</b>		
	• 5 years or more experience in any built environment projects Attach a copy of CV for all key staff (Contract Manager, Quantity Surveyor, Supervisor and Health and Safety Officer) Attach certified Degree/ Diploma/ honours in any built environment (Contract Manager, Quantity Surveyor, Supervisor/Foreman and Health and Safety Officer)	5 Points	
	• 4 years' experience in any built environment projects Attach a copy of CV for all key staff (Contract Manager, Quantity Surveyor, Supervisor and Health and Safety Officer) Attach certified Degree/ Diploma/ honours in any built environment (Contract Manager, Quantity Surveyor, Supervisor/Foreman and Health and Safety Officer)	4 Points	
	• 3 years' experience in any built environment projects Attach a copy of CV for all key staff (Contract Manager, Quantity Surveyor, Supervisor and Health and Safety Officer) Attach certified Degree/ Diploma/ honours in any built environment (Contract Manager, Quantity Surveyor, Supervisor/Foreman and Health and Safety Officer)	3 Points	
	• 2 years' experience in any built environment projects Attach a copy of CV for all key staff (Contract Manager, Quantity Surveyor, Supervisor and Health and Safety Officer) Attach certified Degree/ Diploma/ honours in any built environment (Contract Manager, Quantity Surveyor, Supervisor/Foreman and Health and Safety Officer)	2 Points	
	• 1 years' experience in any built environment projects Attach a copy of CV for all key staff (Contract Manager, Quantity Surveyor, Supervisor and Health and Safety Officer) Attach certified Degree/ Diploma/ honours in any built environment (Contract Manager, Quantity Surveyor, Supervisor/Foreman and Health and Safety Officer)	1 Points	
	• Less than 1 year experience in any built environment projects (0 points)	0 Points	
	<b>Note: The team must include a Construction Manager, Quantity Surveyor, Health &amp; Safety Officer and Site Foreman. The team will be deemed incomplete if not all the four-key staff are not included. Therefore, the bidder will forfeit points on key staff.</b>		
			<b>25</b>

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.

Signed \_\_\_\_\_

Name \_\_\_\_\_

Enterprise name \_\_\_\_\_



*Zulu Kingdom. **Exceptional***

**TENDER NUMBER: TKZN 01/2022**

**SERVICE: CONSTRUCTION OF NEW ACCESS ROAD, PARKING, NEW GATEHOUSE AND STORM WATER UPGRADE AT THE NELSON MANDELA CAPTURE SITE PRECINCT.**

### **Evaluation Schedule: Project Plan**

The project plan and implementation strategy which ensure compliance with stated employer's requirements will be evaluated.

Proposers should very briefly outline his or her procedures which ensure compliance with stated employer's requirements (project plan) indicating Time allocations, Milestones and cost projections and Resources: Human and Plant in relation to the project and attach this to this schedule.

#### **Project Plan**

**Works programme** – Start date and End date  
(To be clear & realistic) – Timeframes  
– Key tasks  
– Key milestones  
– Subtasks  
– Duration of the projects

#### **Detailed construction Methodologies to be used**

#### **Resource allocation**

- Organogram (Staff allocated to the project including the alignment of key project personnel)
- Cash flow Model (realistic project projected expenditure)
- Equipment (list of plant, hired equipment and owned equipment with proof of ownership)

Functionality Criteria – Tender Rating Matrix		Tender Rating (score 1-5)	Weighting Factor
	<b>Tenderer to submit a Project Plan comprising of a program (with clear &amp; realistic timeframes, key tasks, and subtasks), organogram (staff allocated to project), resource allocation (equipment and plant list), realistic cashflow (projected expenditure) and confirmation of bank account</b>		
<b>3. Project Plan</b>	Project Plan with clear critical paths, realistic timeframes, key tasks, sub tasks, distribution of resources and clear completion date and cost projections, with project duration of 6 months or less	5 Points	<b>20</b>
	Project Plan with clear critical paths, realistic timeframes, key tasks, sub tasks, distribution of resources with project duration of 6 months or less	4 Points	
	Project Plan with clear critical paths, realistic timeframes, key tasks, distribution of resources with project duration of 6 months or less	3 Points	
	Project Plan with clear critical paths, realistic timeframes and key tasks with project duration of 6 months or less	2 Points	
	Project Plan with clear critical paths, tasks, sub tasks, distribution of resources with project duration of 6 months or less	1 Point	
	Project plan attached	0 Points	

Signed \_\_\_\_\_

Name \_\_\_\_\_

Enterprise name \_\_\_\_\_



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	Functionality Criteria – Tender Rating Matrix		Tender Rating (score 1-5)	Weighting Factor
	<b>4. Quality Control Practices</b>	Quality control Practices and procedures must include Quality Management System, Quality Control Plan, Communication Channels, Document Management Systems, Human Resource Management and Safety Health Environmental Plan	5 Points	<b>15</b>
		Quality control Practices and procedures must include Quality Management System, Quality Control Plan, Communication Channels, Human Resource Management and Safety Health Environmental Plan	4 Points	
		Quality control Practices and procedures must include Quality Management System, Quality Control Plan, Human Resource Management and Safety Health Environmental Plan	3 Points	
		Quality control Practices and procedures must include Quality Management System, Quality Control Plan, Human Resource Management and Safety Health Environmental Plan	2 Points	
		Quality control Practices and procedures must include Safety Health Environmental Plan	1 Point	
		No Quality Control Practices	0 Points	

Signed \_\_\_\_\_

Name \_\_\_\_\_

Enterprise name \_\_\_\_\_



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	Functionality Criteria – Tender Rating Matrix		Tender Rating (score 1-5)	Weighting Factor
<b>5. Locality</b>	Within the Umgeni Municipality boundaries		8	<b>15</b>
	Within the Mpofana Municipality Boundaries		3	
	Within the Msunduzi Municipality Boundaries		2	
	Within the uMgungundlovu Municipality District		1	
	Within KwaZulu Natal Province		1	

Bidders must demonstrate their locality by submitting a municipal account in the bidder's name that is not older than three months from the closing date of this bid. Should a bidder fail to do so, the bidder will score a zero for this criterion.

Signed \_\_\_\_\_

Name \_\_\_\_\_

Enterprise name \_\_\_\_\_

Employer's estimate of design costs outside the Working Areas:

Category of staff	Hours	Proposed rates (from Part two of Contract Data)
Professional engineer or professional engineering technologists		R
Technically qualified staff		R
Draughts person		R
<b>Subtotal for costs</b>		
Adjustment for design overheads = Subtotal x percentage for design overheads proposed in Part two of the Contract Data (..... %) / 100		
<b>Subtotal 2 carried to summary</b>		

Employer's estimate of cost of other Equipment listed in the Contract Data

Description	Hours	Rate (R /hour)
<b>Subtotal 3 carried to summary</b>		

Subtotal 1  
Subtotal 2  
Subtotal 3

Additional amount to be added to proposed total of prices to take account of  
variation orders

**Part B: Assessing the impact of the proposed completion date**

Proposed *completion date* (from Part two of the Contract Data) weeks **X**

Employer's estimate of earliest *completion date* weeks **Y**

Employer's estimate of weekly costs relating to completion / week **Z**  
after estimated earliest *completion date*

Additional amount to be added to proposed total of prices to take account of proposed *completion date*

$$= (X - Y) \times Z =$$

**Summary**

Proposed total of the Prices (from summary to Bill of Quantities) (U)

Additional amount to be added to proposed total of prices to take

account of variation orders

Additional amount to be added to proposed total of prices to take

account of proposed completion date

**Comparative offer** for proposed evaluation purposes



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**TENDER NUMBER: TKZN 01/2022**

**SERVICE: CONSTRUCTION OF NEW ACCESS ROAD, PARKING, NEW GATEHOUSE AND STORM WATER UPGRADE AT THE NELSON MANDELA CAPTURE SITE PRECINCT.**

### **Certificate of Attendance at Clarification Meeting**

This is to certify that ..... (Enterprise name)

Of ..... (address) was represented

by the person(s) named below at the compulsory meeting held for all proposers

at ..... (location) On

..... (date), starting at ..... hrs

I have made myself familiar with all site conditions likely to influence the work and all aspects that could influence either the cost or the construction of the service.

I further certify that I am satisfied with the description of the work and explanations given at the meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Particulars of person(s) attending the meeting

Name .....

Capacity .....

Name .....

Capacity .....

Attendance of the above person(s) at the meeting is confirmed by the

Project Manager, namely Name.....

Capacity .....



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**TENDERNUMBER:** TKZN 01/2022

**SERVICE:** CONSTRUCTION OF NEW ACCESS ROAD, PARKING, NEW GATEHOUSE  
AND STORM WATER UPGRADE AT THE NELSON MANDELA CAPTURE  
SITE PRECINCT.

**Tax Clearance Certificate for Proposals**

The proposer is to affix to this page:

A Valid Tax Clearance Certificate (or a Pin that will grant the third party access to the bidder's tax compliance status) for

Services (S.A.R.S.) in the Name of the Proposing Entity indicating the Trading Name.

**Note:**

Failure to affix such certificate may result in this proposal not being further considered for the award of the contract.





**TENDER NUMBER: TKZN 01/2022**

**SERVICE: CONSTRUCTION OF NEW ACCESS ROAD, PARKING, NEW GATEHOUSE  
AND STORM WATER UPGRADE AT THE NELSON MANDELA CAPTURE  
SITE PRECINCT.**

**Proof of Registration with the CIDB**

The proposer is to affix to this page:

An original certificate as proof of his / her registration with the CIDB in a contractor grading designation of **6 CE or higher as well as documented experience in landscaping and general building works**

An original certificate as proof of his registration with the CIDB in a contractor grading for potential emerging entities who satisfy criteria stated in the RFP Data as proof of his registration with the CIDB.

**Notes:**

1. Failure to affix such certificate may result in this proposal not being further considered for the award of the contract.
2. The Department will verify the certificate on the CIDB's website.



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**TENDER NUMBER: TKZN 01/2022**

**SERVICE: CONSTRUCTION OF NEW ACCESS ROAD, PARKING, NEW GATEHOUSE AND STORM WATER UPGRADE AT THE NELSON MANDELA CAPTURE SITE PRECINCT.**

**Form of Intent to Provide a Performance Bond**

**Note:** The **insurer** to be either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990).

- 1 With reference to the proposal of .....  
 (hereinafter referred to as the "**PROPOSER**" for the project  
**CONSTRUCTION OF NEW GUARDHOUSE, ACCESS ROAD, STORMWATER INFRASTRUCTURE AND WIDEN**  
 for Tourism Kwazulu-Natal, (hereinafter referred to as the "**EMPLOYER**"  
 for the proposal dated .....  
 for the offered total of prices of (R ..... )  
 .....  
 ..... (in words)
- 2 I / We ..... in my / our capacity as  
 ..... and hereby representing  
 .....  
 (hereinafter referred to as the "**INSURER**" advise that the "**INSURER**" undertakes to provide a  
**Performance Bond** to the **EMPLOYER** to the Employer's format included in Part C1.3 of this document  
 within five (5) working days of the written acceptance by the employer of the contractor's proposal offer.  
 Thus done and signed at .....  
 .....  
*Name of signatory* *Capacity of authorized signatory*  
 .....  
*As witness*



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**TENDER NUMBER: TKZN 01/2022**

**CONSTRUCTION OF NEW ACCESS ROAD, PARKING, NEW GATEHOUSE AND STORM WATER UPGRADE AT THE NELSON MANDELA CAPTURE SITE PRECINCT.**

**Schedule for Imported Materials and Equipment**

Item	Material / Equipment	Rand (R) excluding Vat	Exchange Rate
1			
2			
3			
4			
5			
6			

Attach additional pages if more space is required

The Proposer shall list imported items, materials and / or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only. Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Project Manager within three (3) weeks of the starting date. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc shall be allowed.

These net amounts will be adjusted as follows:

**FORMULA FOR ADJUSTING IMPORTED MATERIAL / EQUIPMENT TO CURRENCY**

The net amount to be added to or deducted from the contract sum:  $A = V (Z - 1)$

A = the amount (R) of adjustment

V = the net amount (supplier's quotation) (R) of the imported item (material or equipment)

Y = official exchange rate at the closing date of tender submission

Z = official exchange rate on the date of payment

Signed \_\_\_\_\_

Name \_\_\_\_\_

Enterprise name \_\_\_\_\_



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TENDERNUMBER: SERVICE:TKZN 01/2022

**CONSTRUCTION OF NEW ACCESS ROAD, PARKING, NEW GATEHOUSE AND STORM WATER UPGRADE  
AT THE NELSON MANDELA CAPTURE SITE PRECINCT.**

**Schedule of exempted micro enterprises (SME's) and qualifying small business enterprises (QSE's)**

N/A



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**TENDERNUMBER:** TKZN 01/2022

**SERVICE:**

**CONSTRUCTION OF NEW ACCESS ROAD, PARKING, NEW GATEHOUSE  
AND STORM WATER UPGRADE AT THE NELSON MANDELA CAPTURE  
SITE PRECINCT.**

**Schedule for EPWP Projection Spreadsheet**

1. Daily rate payable for unskilled labour: as per EPWP municipal rate of the area.
2. Daily rate payable for semi-skilled labour: as per the contractor's rate.
3. Daily rate payable for skilled labour: as per the contractor's rate.
4. The trades below are identified as labour intensive and the employment yield.

Item	Trade	Trade Value	Employment Yield
1			
2			
3			
4			
5			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
<b>Total :</b>			

Attach additional pages if more space is required



**TENDER NO** 08/2021  
**SERVICE:** CONSTRUCTION OF NEW GUARDHOUSE, ACCESS ROAD, STORMWATER

**Particulars of Training Service Provider**

Name of Training Service Provider

Address .....

.....

Signed \_\_\_\_\_

Name \_\_\_\_\_

Enterprise name \_\_\_\_\_

Any amendments made to the above list post tender is to be approved by the employer



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**EXPANDED PUBLIC WORKS PROGRAMME**

SBD 1

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (KWAZULU-NATAL TOURISM)</b>					
BID NUMBER:	<b>TKZN 01/2022</b>	CLOSING DATE:	<b>23 SEPTEMBER 2022</b>	CLOSING TIME:	<b>12h00</b>
DESCRIPTION	CONSTRUCTION OF NEW GUARDHOUSE, PARKING, ACCESS ROAD, STORMWATER INFRASTRUCTURE AND WIDENING OF EXISTING LONG WALK TO FREEDOM PATHWAY				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Tourism KwaZulu-Natal, Tender box, Second Floor, Ithala Trade Centre, 29 Canal Quarry Road, Durban, 4069					
The bid box is generally open Monday to Friday during business hours.					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes <input type="checkbox"/>			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	Yes <input type="checkbox"/>
	No <input type="checkbox"/>				No <input type="checkbox"/>
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes <input type="checkbox"/> No <input type="checkbox"/> [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes <input type="checkbox"/> No <input type="checkbox"/> [IF YES ANSWER PART B:3 BELOW ]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	Tourism Kwazulu-Natal	CONTACT PERSON	Abie Wentzel
CONTACT PERSON	Ayanda Mkhize	TELEPHONE NUMBER	031 366 7500
TELEPHONE NUMBER	031 366 7500	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	<a href="mailto:abie@zulu.org.za">abie@zulu.org.za</a>
E-MAIL ADDRESS	<a href="mailto:ayanda@zulu.org.za">ayanda@zulu.org.za</a>		





*Zulu Kingdom. **Exceptional***

## INVITATION TO TENDER

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (KWAZULU-NATAL TOURISM)</b>	<b>CONSTRUCTION OF NEW GUARDHOUSE, PARKING, ACCESS ROAD, STORMWATER INFRASTRUCTURE AND WIDENING OF EXISTING LONG WALK TO FREEDOM PATHWAY</b>						
<b>Tender number:</b>	TKZN 01/2022						
<b>Tender documents available from:</b>	TKZN Website <a href="http://www.zulu.org.za">www.zulu.org.za</a> eTenders Website <a href="http://www.etenders.gov.za">www.etenders.gov.za</a>						
<b>Price of tender documents:</b>	N/A						
<b>Closing date:</b>	23 September 2022						
<b>Closing time:</b>	12H00						
<b>Address for submission of tenders:</b>	Kwazulu- Natal Tourism(Tender Box) Ithala Trade Centre Second Floor,29 Canal Quarry Road Durban, 4069						
<b>Compulsory pre-bid meeting/site meeting:</b>	<p><b>No</b> <input type="checkbox"/></p> <p><b>Yes</b> <input checked="" type="checkbox"/></p> <p>Details of the compulsory pre-bid meeting/site meeting is indicated below. <i>N/B Tenderers that does not attend the compulsory pre-bid meeting/ site meeting will not be considered for evaluation.</i></p> <table border="1"> <tr> <td>Meeting address:</td> <td>The existing Nelson Mandela Capture Site on Remainder of Portion 2 of the Farm The Grange, 14125/FT, Howick, KZN Province, South Africa GPS Co-Ordinates are 29°28'06.92 S, 30°10'12.77" E</td> </tr> <tr> <td>Date of meeting:</td> <td>09 September 2022</td> </tr> <tr> <td>Time of meeting:</td> <td>11h00</td> </tr> </table>	Meeting address:	The existing Nelson Mandela Capture Site on Remainder of Portion 2 of the Farm The Grange, 14125/FT, Howick, KZN Province, South Africa GPS Co-Ordinates are 29°28'06.92 S, 30°10'12.77" E	Date of meeting:	09 September 2022	Time of meeting:	11h00
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Date of meeting:	09 September 2022						
Time of meeting:	11h00						
<b>Applicable PPPFA point system:</b>	80/20						
<b>Stipulated pre-qualification criteria:</b>	<p><b>No</b> <input type="checkbox"/></p> <p><b>Yes</b> <input checked="" type="checkbox"/></p> <p>If "yes" only those tenderers meeting the stipulated pre-qualification criteria stipulated below will be evaluated:</p> <p>Pre-qualification criteria applicable to this tender; A tenderer having a minimum B-BBEE status level of contribution:</p> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>Level: 1, 2, 3, and 4 only must tender</p> </div>						

Compulsory Subcontracting requirements:	No <input checked="" type="checkbox"/>	
	Yes <input type="checkbox"/>	
	If "yes" only those tenderers meeting the compulsory minimum subcontracting requirements of at least 30% of the value of the contract will be evaluated (Subcontracting Agreement/s must be submitted together with the document):	
	<b>Minimum subcontracting requirements applicable to this tender:</b>	
	An EME or QSE;	
	An EME or QSE which is at least 51% owned by black people;	
	An EME or QSE which is at least 51% owned by black people who are youth;	X
	An EME or QSE which is at least 51% owned by black people who are women;	
	An EME or QSE which is at least 51% owned by black people with disabilities;	X
	An EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;	X
	A cooperate which is at least 51% owned by black people;	
	An EME or QSE which is at least 51% owned by black people who are military veterans.	X
	<b>Note: Bidders should ensure that at least 30% of the contract value is subcontracted to the following target group to proceed to the next stage:</b>	
	Military Veterans	30%
	People with disability	30%
People living in rural or underdeveloped areas or townships	20%	
Youth	20%	
Subcontracting agreements/arrangements must be submitted together with the tender offer. Bidders that fails to meet the prescribed minimum percentages for sub-contracting will be disqualified.		

Work packages that are feasible to be subcontracted	<ul style="list-style-type: none"> <li>N/A</li> </ul>
---	---

Local production and content threshold requirements:	No <input type="checkbox"/>						
	Yes <input checked="" type="checkbox"/>						
	<b>Minimum Local production and content threshold requirement:</b>						
	Only tenderers that meets the minimum stipulated local production and content threshold requirements will be evaluated.						
	<table border="1"> <thead> <tr> <th>Item</th> <th>Minimum threshold</th> </tr> </thead> <tbody> <tr> <td>Paving bricks</td> <td>100%</td> </tr> <tr> <td>Filling material</td> <td>100%</td> </tr> </tbody> </table>	Item	Minimum threshold	Paving bricks	100%	Filling material	100%
	Item	Minimum threshold					
Paving bricks	100%						
Filling material	100%						

Stipulated CIDB registration requirement:	No <input type="checkbox"/>
	Yes <input checked="" type="checkbox"/>
	<b>Minimum required CIDB grading</b>
	<div style="border: 1px solid black; padding: 5px; text-align: center;">6CE or higher</div>
Only tenderers that meets the minimum stipulated CIDB grading will be evaluated.	

Functionality requirements:	<b>Yes</b> <input checked="" type="checkbox"/>												
	If "yes" this tender will be evaluated against functionality and only tenderers that obtain the required minimum score indicated in the Tender documents will be further evaluated.												
	<b>Bidders must obtain a minimum of 70 points to be considered for further evaluation (price and preference) Total Functionality: 100 points.</b>												
	<b>Functionality Criteria:</b>												
	<table border="1"> <thead> <tr> <th>Functionality Criteria</th> <th>Weighting Factor</th> </tr> </thead> <tbody> <tr> <td>Company Experience</td> <td>25%</td> </tr> <tr> <td>Key Staff</td> <td>25%</td> </tr> <tr> <td>Project Plan</td> <td>20%</td> </tr> <tr> <td>Quality Control Practices</td> <td>20%</td> </tr> <tr> <td>Locality</td> <td>10%</td> </tr> </tbody> </table>	Functionality Criteria	Weighting Factor	Company Experience	25%	Key Staff	25%	Project Plan	20%	Quality Control Practices	20%	Locality	10%
Functionality Criteria	Weighting Factor												
Company Experience	25%												
Key Staff	25%												
Project Plan	20%												
Quality Control Practices	20%												
Locality	10%												

Administrative Compliance Requirements	
Invitation to bid (SBD 1)	X
Pricing schedule for firm prices (SBD 3.1)	X
Pricing schedule for non-firm prices (SBD3.2)	
Pricing schedule for professional services (SBD 3.3)	
Declaration of interest (SBD 4)	X
National Industrial Participation Programme (SBD 5)	
Preference Points Claim Form (SBD 6.1)	X
Declaration certificate for local production and content (SBD 6.2)	X
Declaration of bidder's past supply chain management practices (SBD 8):	X
Certificate of Independent Bid Determination (SBD 9).	X
Required CIDB Grading certificate: <b>6 CE or higher as well as documented experience in landscaping and general building works</b>	X
Attendance of compulsory site briefing meeting	X
Submission of a completed form of offer and acceptance	X
B-BBEE level of contribution certificate or affidavit if B-BBEE points are claimed (at level 1 to 4 only)	X
B-BBEE level of contribution certificate or affidavit for intended subcontractors	X
A consolidated B-BBEE level of contribution certificate in the case of Joint Ventures (If Applicable) (at level 1 to 4 only)	X
CSD registration report (CSD suppliers reference (MM number) the CSD report will include the MM number)	X
Submission of a valid Tax Clearance Certificate or a Pin that will grant the third party access to the bidder's tax compliance status.	X
Certified copies of the Founding Statement – CK1	X
Certificate of Incorporation – CM1	X
A signed statement of the Company's Secretary confirming that the Company is a public Company.	X
Joint venture agreement (If applicable)	X
Provide subcontractors agreement between tenderer and subcontractor/s	X
Certified copy of the Identity Document of owners	X
Proof of registration with professional bodies ( <i>specify</i> )	

Objective Criteria applicable to this Procurement	Objective Criteria	Applicable
	TKZN will conduct a thorough risk analysis with regard to price of the tenderer that scored the highest points for price and B-BBEE points. If it is found during evaluation that such a supplier constitutes high risk despite adhering to functionality requirements such a bid may be disqualified. Reasons for such risk profile must be stated.	Yes
	If financial information is presented to TKZN that the supplier will not be financially able or capable to execute the contract despite information submitted in the tender document, TKZN may disqualify such a tenderer.	Yes
	If TKZN through the evaluation process discovers fraudulent activities such a tenderer will be disqualified.	Yes

<b>Enquiries technical:</b>	<a href="#">Abie Wentzel</a> <a href="mailto:abie@zulu.org.za">abie@zulu.org.za</a> 031 366 7500
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<b>Enquiries general:</b>	<a href="#">Ayanda Mkhize</a> <a href="mailto:ayanda@zulu.org.za">ayanda@zulu.org.za</a>
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<b>Note to tenderers:</b> This tender is subject to the General Conditions and Special Conditions of Contract the Preferential Procurement Policy Framework Act no 5 of 2000 and its Regulations of 2017.	
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## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and/or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the bid.

**2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (KWAZULU-NATAL TOURISM)**

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if <sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7	Are you or any person connected with the bidder presently employed by the state?	YES / NO
2.7.1	<p>If so, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder/ member: .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed : .....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p>	
2.7.2	If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
2.7.2.1	<p>If yes, did you attached proof of such authority to the bid document?</p> <p>(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.</p>	YES / NO
2.7.2.2	<p>If no, furnish reasons for non-submission of such proof:</p> <p>.....</p> <p>.....</p> <p>.....</p>	
2.8	Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	YES / NO
2.8.1	<p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p>	
2.9	<p>Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?</p> <p>2.9.1 If so, furnish particulars.</p> <p>.....</p> <p>.....</p> <p>.....</p>	YES / NO
2.10	Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	YES/NO

2.10.1 If so, furnish particulars.  
 .....  
 .....  
 .....

2.11

Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:  
 .....  
 .....  
 .....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
 Signature  
 .....  
 Position

.....  
 Date  
 .....  
 Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT  
REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:  
 -the 80/20 system for requirements with a Rand value below R 50 000 000 (all applicable taxes included).  
 -the 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included).
- 1.2 a) The value of this bid is estimated to not exceed R 50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Points for this bid shall be awarded for:  
 (a) Price; and  
 (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.



## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

or

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

Where

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

## 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

## 5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-B BEE Status Level of Contributor: ..... = .....(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?  
(Tick applicable box)

YES		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

.....

.....

.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:..... 8.2

VAT registration number:..... 8.3

Company registration number:.....

### 8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium  
☐ One person business/sole propriety  
☐ Close corporation  
☐ Company  
☐ (Pty) Limited

[Tick applicable box]

### 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

### 8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer  
☐ Supplier  
☐ Professional service provider  
☐ Other service providers, e.g. transporter, etc.

[Tick applicable box]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;  
 ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1. ....  
2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE:

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

**YOU ARE** The local content (LC) expressed as a percentage of the bid price must be calculated in accordance **HEREBY** with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- |   |  |
|---|--|
| x | is the imported content in Rand                          |
| y | is the bid price in Rand excluding value added tax (VAT) |

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

- A bid may be disqualified if
- 1.6.
- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
  - (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

**2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<b>Description of services, works or goods</b>	<b>Stipulated minimum threshold</b>
--	-------------------------------------

Paving bricks	100%
Filling material	100%
High Tensile Steel reinforcement to structural Concrete	100%
Aluminum doors and windows	100%
Steel Nails	100%
Steel Trusses	100%
Galvanised steel	100%
Taps	100%
CEMI - Pure portland cement with a 95-100% clinker.	100%
CEM II - Portland cement containing varying additions of secondary materials, i.e. fly ash, pozzolana, slag, silica fume, or limestone	100%
CEM III - blast furnace cement, 50% OPC, 50% blast furnace slag	100%
CEM IV - pozzolanic cement, OPC and fly ash	100%
CEM V - composite cement: slag and ash cement. Blended cements with more than one blending material	100%
Masonry Cement - Mixture of Portland cement and plasticizing materials such as limestone to improve setting time	100%

3. Does any portion of the goods or services offered have any imported content?  
(*Tick applicable box*)

YES		NO	
-----	--	----	--

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	

Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution):  
.....

NB

1           The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2           Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),

do hereby declare, in my capacity as .....

of .....(name of bidder entity), the following:

(a)       The facts contained herein are within my own personal knowledge.

(b)       I have satisfied myself that:

the goods/services/works to be delivered in terms of the above-specified bid  
(i) comply with the minimum local content requirements as specified in the bid,  
and as measured in terms of SATS 1286:2011; and

(c)       The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:



	Bid price, excluding VAT (y) Imported content (x), as calculated in terms of SATS 1286:2011 Stipulated minimum threshold for local content (paragraph 3 above) Local content %, as calculated in terms of SATS 1286:2011	R  R	
--	---	------------	--

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

<b>SIGNATURE:</b> _____ <b>DATE:</b> _____
<b>WITNESS No. 1</b> _____ <b>DATE:</b> _____
<b>WITNESS No. 2</b> _____ <b>DATE:</b> _____

(C1)	Tender No.
(C2)	Tender description:
(C3)	Designated product(s)
(C4)	Tender Authority:
(C5)	Tendering Entity name:
(C6)	Tender Exchange Rate:
(C7)	Specified local content %

**Note:** VAT to be excluded from all calculations

Gauteng Department of Infrastructure Development

USD       EUR       GBP [illegible]

(D1)	Tender No.	
(D2)	Tender description:	
(D3)	Designated Products:	
(D4)	Tender Authority:	g Department of Infrastructure Development
(D5)	Tendering Entity name:	
(D6)	Tender Exchange Rate:	USD

Note: VAT to be excluded from all calculations

EU		GBP	
----	--	-----	--

### Calculation of imported content

Exempted imported contents				Exempted & imported contents						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
						(D11xD12)			(D13+D14+D15)		(D16xD17)
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
					R 0,00	R 0			R 0		R 0
					R 0,00	R 0			R 0		R 0
(D19) Total exempt imported value											R 0

This total must correspond with Annex C - C 21

### Calculation of imported content

[illegible]

**C. Imported by a 3rd party and supplied to the Tenderer**

				Calculation of imported content					Summary		
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
						(D37 x D38)			(D39 + D40 + D41)		(D42 x D43)
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
					R 0.00	R 0			R 0		
					R 0.00	R 0			R 0		
					R 0.00	R 0			R 0		
(D45) Total imported value by 3rd party											

**D. Other foreign currency payments**

				Calculation of foreign currency payments		Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange		Local value of payments	
						(D49 x D50)	
(D46)	(D47)	(D48)	(D49)	(D50)		(D51)	
				R 0.00			
				R 0.00			
				R 0.00			
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party							
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above							
						This total must correspond with Annex C - C 23	

Signature of tenderer from Annex B  
Date:

SATS 1286.2011

**Annex E - Case Study 2**

**Local Content Declaration - Supporting Schedule to Annex C**

(E1) Tender No.  
(E2) Tender description:  
(E3) Designated products:  
(E4) Tender Authority:  
(E5) Tendering Entity name:

Gauteng Department of Infrastructure Development

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			

(E10) **Manpower costs** (Tenderer's manpower cost)

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

(E13) Total local content

This total must correspond with Annex C - C24

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Standard Bidding Document must form part of all bids invited.

- 2 It serves as a declaration to be used by institutions 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 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
- a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.

4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>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?</p> <p><b>(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 <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
	<p>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)?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.2	<b>The Register for Tender Defaulters can be accessed on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> by clicking on its link at the bottom of the home page.</b>		
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM  
IS 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.**

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.  
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
- 2 firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.  
Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities
- 3 must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:  
  
disregard the bid of any bidder if that bidder, or any of its directors have abused the  
a. institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.  
  
b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD 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 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**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 Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;  
I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
2. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
3. 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;
4. 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; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
5. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
6. 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)
- 7.



- (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; or
- (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.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



*Zulu Kingdom. **Exceptional***

**TENDER NUMBER: TKZN 01/2022**

**SERVICE: CONSTRUCTION OF NEW ACCESS ROAD, PARKING, NEW GATEHOUSE AND STORM WATER UPGRADE AT THE NELSON MANDELA CAPTURE SITE PRECINCT.**

## **Part C1.1 Form of Offer and Acceptance**

### **Offer**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of construction of **NELSON MANDELA CAPTURE SITE, HOWICK. The works comprise of a guardhouse, access road, pedestrian walkway and attenuation pond. The works to be executed in 6 months.**

The proposals, identified in the offer signature block, has examined the documents listed in the proposal data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of proposal.

By the representative of the proposer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the proposer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

#### **THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

..... Rand (in words);  
R ..... (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the proposer before the end of the period of validity stated in the proposal data, whereupon the proposer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s) .....	Date .....
Name(s) .....	.....
Capacity .....	.....
<b>for the proposer</b> .....	.....
Name and .....	
signature .....	
of witness .....	Date .....

## Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the proposer'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 proposer's offer shall form an agreement between the employer and the proposer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1:	Agreements and Contract Data, (which includes this agreement)
Part C2:	Pricing Data
Part C3:	Scope of Work
Part C4:	Site Information

and 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 RFP data and any addenda thereto as listed in the RFP schedules as well as any changes to the terms of the offer agreed by the proposer 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.

The proposer shall within one week after receiving a letter of intent to award, including the schedule of deviations (if any), contact the employer's contracts manager (whose details are given in the letter of intent) 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. 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 proposer receives one fully completed copy of the original document, including the schedule of deviations (if any). Unless the proposer (now contractor) within five working 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(s) .....	Date .....
Name(s) .....	.....
Capacity .....	.....

**for the**

**employer**      Tourism Kwazulu-Natal  
                          2nd Floor  
                          Ithala Trade Centre  
                          29 Canal Quay  
                          Durban  
                          4069

Name and .....

signature

of witness .....

Date .....

## Schedule of Deviations

### Notes

- 1 The extent of deviations from the proposal documents issued by the employer prior to the proposal closing date is limited to those permitted in terms of the Conditions of Proposal.
- 2 A Proposer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
- 3 Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the proposal documents and which it is agreed by the Parties becomes an obligation of the contract.
- 4 Any change or addition to the proposal documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

1	Subject .....
	Details .....
2	Subject .....
	Details .....
3	Subject .....
	Details .....
4	Subject .....
	Details .....
5	Subject .....
	Details .....

By the duly authorised representatives signing this agreement, the employer and the proposer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the RFP data and addenda thereto as listed in the RFP schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the proposer 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 RFP documents and the receipt by the proposer of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement.



**TENDER NUMBER: TKZN 01/2022**

**CONSTRUCTION OF NEW ACCESS ROAD, PARKING, NEW GATEHOUSE AND  
SERVICE: STORM WATER UPGRADE AT THE NELSON MANDELA CAPTURE SITE  
PRECINCT.**

## **Part C1.2 Contract Data**

The National Treasury Government Procurement General Conditions of Contract will be applicable to all bids, contracts and orders for sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property.

The Conditions and Special Conditions of Contract for construction work are clauses 1 to 30 of the JBCC Principal Building Agreement (Edition 6.1 of March 2014) published by the Joint Building Contracts Committee with additions, deletions and alterations (SCC) as indicated in the Contract Data. Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

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

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

**The additions, deletions and alterations to the JBCC Principal Agreement are:**

<b>Clause</b>	<b>Additions, deletions and alterations</b>
1.1	<p>Replace the following definitions in <b>DEFINITIONS AND INTERPRETATIONS</b> with the following wording:</p> <p><b>AGREEMENT</b> means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.</p> <p><b>BILLS OF QUANTITIES</b> means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data.</p> <p><b>CONSTRUCTION PERIOD</b> means the period commencing on the date of site hand over and ending on the date of practical completion.</p>

	<p><b>CONTRACT DOCUMENTS</b> means the Agreement and all documents referenced therein.</p> <p><b>CONTRACT DRAWINGS</b> means the drawings listed in the Scope of Work.</p> <p><b>CONTRACT SUM</b> means the total of prices in the Form of Offer and Acceptance.</p> <p><b>SCHEDULE</b> means the variables listed in the Contract Data.</p> <p><b>CORRUPT PRACTICE</b> means the offering, giving, receiving and soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution</p> <p><b>FRAUDULENT PRACTICE</b> means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.</p> <p><b>INTEREST</b> means the interest rates applicable to this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).</p> <p><b>SECURITY</b> means the form of security provided by the <b>employer</b> or <b>contractor</b>, as stated in the <b>schedule</b>, from which the <b>contractor</b> or <b>employer</b> may recover expense or loss.</p> <p>Clause 1.1 Definition of "Commencement Date" is added:  "COMMENCEMENT DATE" means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect</p> <p>Clause 1.1 Definition of "Guarantee for Construction" is amended by replacing it with the following:  "GUARANTEE FOR CONSTRUCTION" means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule</p> <p>Clause 1.1 Definition of "Principal Agent" is amended by replacing it with the following:  "PRINCIPAL AGENT" means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule</p>
2.5	Clause 2.5 is amended by replacing the words "registered post, telefax or e-mail" with "prepaid registered post"
5.0	<p>Clause 5 is amended by the addition of the following sub-clause 5.7:</p> <p>The <b>contractor</b> shall supply and keep a copy of the <b>JBCC Series 2000 Principal Building Agreement</b> and Preliminaries applicable to this contract on the site, to which the <b>employer, principal agent and agents</b> shall have access at all times.</p>
7.0	<p>Clause 7.0 is deemed to be amended by adding the following new sub-clause 7.4:</p> <p>The Contractor shall promptly inform the Principal Agent of any patent defects or errors in any design. In identifying any patent defects or errors the Contractor shall use its best endeavours.</p>
8.0	Clause 8.0 is deemed to be amended by the addition of the new clause 8.8 and 8.9:

8.8 Unless specifically stated to the contrary, where trade names have been used in the tender documents to specify materials and goods, this has been done with the sole purpose of indicating the standard and quality required by the principal agent. The contractor shall be free to supply those of other manufacturers or suppliers provided that they match the standard and quality required. The onus shall be on the contractor to prove that the materials and goods supplied by him are of similar standard and quality to those specified.

8.9 The risks for loss or damage to the works resulting from such materials and goods and for latent defects in such materials and goods shall be that of the contractor, whether the materials and goods as specified or otherwise are supplied. Where it is specifically stated that no other trade name will be acceptable then the above mentioned risks will remain with the employer.

10.0

Clause 10.0 is amended by the addition of the following clauses:

10.12 Damage to the Works

(a) Without in any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary

(b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works

(c) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of clause 32.0 hereof

10.13 Injury to Persons or loss of or damage to Properties

(a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable

(b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable

(c) The contractor shall, upon receiving a contract instruction from the principal agent, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost thereof from the contractor or to deduct the same from amounts due to the contractor

(d) The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion

(e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed

	<p>(f) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the works</p> <p>10.14 It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.12 and 10.13. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the commencement date but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so</p>
11.4	Clause 11.4 is deleted
12.1.1	<p>Clause 12.1.1 is amended by replacing it with the following:</p> <p>No clause</p>
12.2.2	<p>Clause 12.2.2 is amended by replacing it with the following:</p> <p>No clause</p>
14.1.5	<p>Clause 14.1.5 is amended by replacing it with the following:</p> <p>No clause</p>

28.1.1	<p>Clause 28.1.1 is amended by the addition of the following clause:</p> <p>No clause</p>
29.0	<p><b>TERMINATION BY THE EMPLOYER</b></p> <p>Clause 29.1 is amended by the addition of the following clauses:</p> <p>29.1.4 refuses or neglects to comply strictly with any of the conditions of contract</p> <p>29.1.5 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>29.1.6 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p> <p><b>TERMINATION BY THE CONTRACTOR</b></p> <p>Clause 29.14.1 is deleted and is amended by the addition of the following clause: No clause</p> <p>Clause 29.0 is amended by the addition of the following clause:</p> <p>29.33 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p>

### The additions to the JBCC Principal Agreement are:

Clause	Additions
A1	<p><b>A1.0 Labour intensive component of the works</b></p> <p><b>A1.1 Payment of labour-intensive component of the works.</b></p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p>



	<p><b>A1.2 Applicable labour laws</b></p> <p>The Ministerial Determination, Special Public Works Programme, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p> <p><b>1 Introduction</b></p> <p>1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.</p>
A1	<p>1.2 In this document –</p> <p>(a) “department” means any department of the State, implementing agent or contractor;</p> <p>(b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;</p> <p>(c) “worker” means any person working in an elementary occupation on a SPWP;</p>
A1	<p>(d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;</p> <p>(e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;</p> <p>(f) “task” means a fixed quantity of work;</p> <p>(g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;</p> <p>(h) “task-rated worker” means a worker paid on the basis of the number of tasks completed</p> <p>(i) “time-rated worker” means a worker paid on the basis of the length of time worked.</p>
	<p><b>2 Terms of Work</b></p> <p>2.1 Workers on a SPWP are employed on a temporary basis.</p> <p>2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.</p> <p>2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.</p>
	<p><b>3 Normal Hours of Work</b></p> <p>3.1 An employer may not set tasks or hours of work that require a worker to work–</p> <p>(a) more than forty hours in any week;</p> <p>(b) on more than five days in any week; and</p>

	<p>(c) for more than eight hours on any day.</p> <p>3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.</p> <p>3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.</p>
A1	<p><b>4 Meal Breaks</b></p> <p>4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.</p> <p>4.2 An employer and worker may agree on longer meal breaks.</p> <p>4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.</p> <p>4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.</p>
	<p><b>5 Special Conditions for Security Guards</b></p> <p>5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.</p> <p>5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.</p>
	<p><b>6 Daily Rest Period</b></p> <p>Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.</p>
	<p><b>7 Weekly Rest Period</b></p> <p>Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").</p>
	<p><b>8 Work on Sundays and Public Holidays</b></p> <p>8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.</p> <p>8.2 Work on Sundays is paid at the ordinary rate of pay.</p> <p>8.3 A task-rated worker who works on a public holiday must be paid –</p> <p>(a) the worker's daily task rate, if the worker works for less than four hours;</p> <p>(b) double the worker's daily task rate, if the worker works for more than four hours.</p> <p>8.4 A time-rated worker who works on a public holiday must be paid –</p>

	<p>(a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;</p> <p>(b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday</p>
A1	<p><b>9 Sick Leave</b></p> <p>9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.</p> <p>9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.</p> <p>9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.</p> <p>9.4 Accumulated sick-leave may not be transferred from one contract to another contract.</p> <p>9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.</p> <p>9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.</p> <p>9.7 An employer must pay a worker sick pay on the worker's usual payday.</p> <p>9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –</p> <p>(a) absent from work for more than two consecutive days; or</p> <p>(b) absent from work on more than two occasions in any eight-week period.</p> <p>9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.</p>
	<p>9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.</p>
	<p><b>10 Maternity Leave</b></p> <p>10.1 A worker may take up to four consecutive months' unpaid maternity leave.</p> <p>10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.</p> <p>10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.</p> <p>10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.</p>

A1	<p>10.5 A worker may begin maternity leave –</p> <ul style="list-style-type: none"> <li>(a) four weeks before the expected date of birth; or</li> <li>(b) on an earlier date – <ul style="list-style-type: none"> <li>(i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or</li> <li>(ii) if agreed to between employer and worker; or</li> </ul> </li> <li>(c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.</li> </ul> <p>10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.</p> <p>10.7 A worker, who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.</p>
	<p><b>11 Family responsibility leave</b></p> <p>11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -</p> <ul style="list-style-type: none"> <li>(a) when the employee's child is born;</li> <li>(b) when the employee's child is sick;</li> <li>(c) in the event of a death of – <ul style="list-style-type: none"> <li>(i) the employee's spouse or life partner;</li> <li>(ii) employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.</li> </ul> </li> </ul>
	<p><b>12 Statement of Conditions</b></p> <p>12.1 An employer must give a worker a statement containing the following details at the start of employment –</p> <ul style="list-style-type: none"> <li>(a) the employer's name and address and the name of the SPWP;</li> <li>(b) the tasks or job that the worker is to perform; and</li> <li>(c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;</li> <li>(d) the worker's rate of pay and how this is to be calculated;</li> <li>(e) the training that the worker will receive during the SPWP.</li> </ul> <p>12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.</p> <p>12.3 An employer must supply each worker with a copy of these conditions of employment.</p>
	<p><b>13 Keeping records</b></p> <p>13.1 Every employer must keep a written record of at least the following –</p> <ul style="list-style-type: none"> <li>(a) the worker's name and position;</li> </ul>

	<p>(b) in the case of a task-rated worker, the number of tasks completed by the worker;</p> <p>(c) in the case of a time-rated worker, the time worked by the worker;</p> <p>(d) payments made to each worker.</p> <p>13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.</p>
A1	<p><b>14 Payment</b></p> <p>14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.</p> <p>14.2 A task-rated worker will only be paid for tasks that have been completed.</p> <p>14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.</p> <p>14.4 A time-rated worker will be paid at the end of each month.</p> <p>14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.</p> <p>14.6 Payment in cash or by cheque must take place –</p> <p>(a) at the workplace or at a place agreed to by the worker;</p> <p>(b) during the worker's working hours or within fifteen minutes of the start or finish of work;</p> <p>(c) in a sealed envelope which becomes the property of the worker.</p> <p>14.7 An employer must give a worker the following information in writing –</p> <p>(a) the period for which payment is made;</p> <p>(b) the numbers of tasks completed or hours worked;</p> <p>(c) the worker's earnings;</p> <p>(d) any money deducted from the payment;</p> <p>(e) the actual amount paid to the worker.</p> <p>14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.</p> <p>14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.</p>
	<p><b>15 Deductions</b></p> <p>15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.</p> <p>15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.</p>

	<p>15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.</p> <p>15.4 An employer may not require or allow a worker to –</p> <p>(a) repay any payment except an overpayment previously made by the employer by mistake;</p> <p>(b) state that the worker received a greater amount of money than the employer actually paid to the worker; or</p> <p>(c) pay the employer or any other person for having been employed.</p>
	<p><b>16 Health and Safety</b></p> <p>16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.</p> <p>16.2 A worker must –</p> <p>(a) work in a way that does not endanger his/her health and safety or that of any other person;</p> <p>(b) obey any health and safety instruction;</p> <p>(c) obey all health and safety rules of the SPWP;</p> <p>(d) use any personal protective equipment or clothing issued by the employer;</p> <p>(e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.</p>
	<p><b>17 Compensation for Injuries and Diseases</b></p> <p>17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.</p> <p>17.2 A worker must report any work-related injury or occupational disease to their employer or manager.</p> <p>17.3 The employer must report the accident or disease to the Compensation Commissioner.</p> <p>17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.</p>
	<p><b>18 Termination</b></p> <p>18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.</p> <p>18.2 A worker will not receive severance pay on termination.</p> <p>18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.</p>

	<p>18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p> <p>A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p>
A1	<p><b>19 Certificate of Service</b></p> <p>(a) the worker's full name;</p> <p>(b) the name and address of the employer;</p> <p>(c) the SPWP on which the worker worked;</p> <p>(d) the work performed by the worker;</p> <p>(e) any training received by the worker as part of the SPWP;</p> <p>(f) the period for which the worker worked on the SPWP;</p> <p>(g) any other information agreed on by the employer and worker.</p>
A2	<p><b>A2.0 Expanded Public Works Programme</b></p> <p>A2.1 The Contractor will be required to employ staff which satisfy the EPWP requirements as per the Guidelines for the implementation</p>
A3	<p><b>A3.0 Mandatory Training</b></p> <p>A3.1 The Contractor will be required to provide training to sub-contractors. An allowance for this has been made in the final summary of the bills of quantities, which will be treated as a budgetary allowance which the Contractor can use for training and which may be deducted in part or in whole from the project should it not be used.</p>

## Part 1: Contract Data Completed by the Employer

	<p><b>Clause Item and data</b></p> <p><b>Contracting and other parties</b></p>
1.1	<p>The Employer is Tourism Kwazulu-Natal</p> <p><b>The address of the Employer is:</b></p> <p>Physical Address:      2nd Floor                                         Ithala Trade Centre                                         29 Canal Quay                                         Durban</p> <p>Code:                      4069</p>
1.2	<p><b>The Principal Agent is:</b> .....</p> <p>Telephone:                .....</p> <p>Facsimile:                .....</p> <p>Physical Address:        .....</p> <p>                                 .....</p> <p>                                 .....</p>

1.3	Code: ..... Postal Address: ..... ..... Code: ..... <b>Agent (1) is:</b> ..... Agent's Service: ..... Telephone: ..... Facsimile: ..... Physical Address: ..... ..... ..... Code: ..... Postal Address: ..... ..... Code: .....
1.4	<b>Agent (2) is:</b> ..... Agent's Service: ..... Telephone: ..... Facsimile: ..... Physical Address: ..... ..... ..... Code: ..... Postal Address: ..... ..... Code: .....
1.5	<b>Agent (3) is:</b> ..... Agent's Service: ..... Telephone: ..... Facsimile: ..... Physical Address: ..... ..... ..... Code: .....
1.6	Postal Address: ..... ..... Code: ..... <b>Agent (4) is:</b> .....



	Agent's Service: ..... Telephone: ..... Facsimile: ..... Physical Address: ..... ..... ..... ..... Code: ..... Postal Address: ..... ..... Code: .....
1.7	<b>Agent (5) is:</b> ..... Agent's Service: ..... Telephone: ..... Facsimile: ..... Physical Address: ..... ..... ..... Code: ..... Postal Address: .....
	Code: .....  <b>Contract Details</b>  1.7 The Works comprises: <b>The works comprise of a guardhouse, access road, pedestrian walkway and attenuation ponds. The works to be executed in 6 months.</b>  1.8 The Site description: <b>The site is located at the existing Nelson Mandela Capture Site on Remainder of Portion 2 of the farm The Grange, 14125/FT, Howick, KZN Province, South Africa.</b> <b>The GPS coordinates are 29°28'06.92" S, 30°10'12.77" E</b>  1.9 The Works or installations to be undertaken by direct contractors comprises: <b>Not Applicable</b>  1.10 The Employer is <b>Tourism Kwazulu-Natal</b>  1.11 The interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) will apply  1.12 Lateral support insurance is to be effected by the contractor: <b>Not Applicable</b>  1.13 Payment will be made for materials and goods: <b>On site only</b>  1.14 Extended defects liability period will apply to the following elements:  <b>Not Applicable</b>

JBCC 11.1A March 2019

1.15	Possession of the site is to be given within ten (10) working days of the contractor complying with the terms of 15.1.4 (as amended)																								
1.16	<p>The period for the commencement of the works after the contractor takes possession of the site is ten (10) working days</p> <p><b>Intended dates for completion</b></p> <p><b>For the works as a whole:</b></p> <p>The date for practical completion is: <b>6 months after the start date.</b></p> <p>The penalty per calendar day is <b>5.76 CEnts</b> per R100 of the contract value</p>																								
	<p>The date for practical completion and the penalty per calendar day is as follows:</p> <p>Refer to drawing indicating Sectional Completion and Part C: Scope of Work for detailed descriptions of Sections.</p> <table><tr><th>Section</th><th>Start date</th><th>End date</th><th>Penalty</th></tr><tr><td>Section 1</td><td></td><td></td><td></td></tr><tr><td>Section 2a</td><td></td><td></td><td></td></tr><tr><td>Section 2b</td><td></td><td><b>Not Applicable</b></td><td></td></tr><tr><td>Section 3</td><td></td><td></td><td></td></tr><tr><td>Section 4</td><td></td><td></td><td></td></tr></table>	Section	Start date	End date	Penalty	Section 1				Section 2a				Section 2b		<b>Not Applicable</b>		Section 3				Section 4			
Section	Start date	End date	Penalty																						
Section 1																									
Section 2a																									
Section 2b		<b>Not Applicable</b>																							
Section 3																									
Section 4																									
1.2	<p>The law applicable to the agreement shall be that of the Republic of South Africa</p> <p><b>Insurances</b></p>																								
10.1; 10.2 and 12.1	<p><b>Contract insurance is to be effected by the contractor.</b></p> <p>Contract works insurance is to be effected by the contractor for a sum not less than the contract sum plus 10% with a deductible amount of R10 000-00.</p> <p>Supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association.</p> <p>SASRIA Insurance will be effected by the contractor to the contract sum + 10%</p>																								
11.1, 12.1	Public liability insurance to be effected by the contractor for an amount of R 5,000,000.00 with a deductible amount of R 10,000.00																								
11.2, 12.1	Support insurance to be effected by the contractor for the sum of not applicable																								
3.3, 15.1.3, and 31.16.2	A waiver of the contractor's lien or right of continuing possession is required.																								
3.7	2 copies of the construction document are to be supplied to the contractor free of charge.																								
3.4	JBCC Engineering General Conditions are not to be included in the contract document.																								
31.5.3	The contract value is to be adjusted using CPAP indices. The base month for the application of CPAP is the month of the closing of the tender.																								
31.3	There is no latest day of the month for the issue of an interim payment certificate.																								
14.5	The employer will not provide advanced payments against an advanced payment guarantee.																								

14.3 and 14.4	The construction guarantee is to be a fixed guarantee in an amount of 5% of the contract sum and payment reduction of 5% of the value of each payment certificate up to a maximum of 5% of the contract sum
40	Dispute resolution shall be by adjudication

## Part 2: Contract Data completed by the Contractor

Clause	Item and data
1.2	<p><b>The name of the Contractor is:</b> .....</p> <p>Telephone: .....</p> <p>Facsimile: .....</p> <p>Physical Address: .....</p> <p>.....</p> <p>.....</p> <p>Code: .....</p> <p>Postal Address: .....</p> <p>.....</p> <p>Code: .....</p>



*Zulu Kingdom. **Exceptional***

**TENDER NUMBER:** TKZN 01/2022

**SERVICE:** CONSTRUCTION OF NEW ACCESS ROAD, PARKING, NEW GATEHOUSE AND STORM WATER UPGRADE AT THE NELSON MANDELA CAPTURE SITE PRECINCT.

### C1.3 GUARANTEE FOR CONSTRUCTION

Tourism Kwazulu-Natal  
P.O Box 2516  
Durban  
4000

Date:

Sir,

#### GUARANTEE FOR CONSTRUCTION

**Bid number**

**Project Code**

#### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Guarantor's signatory 1: \_\_\_\_\_ Capacity

Guarantor's signatory 2: \_\_\_\_\_ Capacity

"Employer" means: Tourism Kwazulu-Natal

"Contractor" means: \_\_\_\_\_

"Principal Agent" means: \_\_\_\_\_

"Works" means:

"Site" means: \_\_\_\_\_

Name of Signatory

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of: **ZAR** \_\_\_\_\_

Amount in Words:

--

"Guaranteed Sum" means: The maximum aggregate amount of: **10%** **ZAR** \_\_\_\_\_  
*Of Contract Sum*

Amount in Words:

--

Security for Construction

--

*(Insert variable or fixed)*

"Expiry Date" means:

--

**AGREEMENT DETAILS**

Sections

Total number / not applicable

--

Last section

--

Principal Agent Issues:

JBCC® format Interim Payment Certificates, the Final Payment Certificate, the Certificate of Practical Completion and the Certificate of Final Completion

**1.0 GUARANTEE FOR CONSTRUCTION (Variable)**

- 1.1** Where a Guarantee for Construction (Variable) in terms of the Agreement has been selected this clause 1.0 and 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the diminishing amounts of the Guaranteed Sum as follows:---

**GUARANTOR'S LIABILITY****PERIOD OF LIABILITY**

- 1.1.1** Maximum Guaranteed Sum (not exceeding 10.0% of the contract sum) in the amount of:

From and including the date of issue of this Guarantee for Construction and up to and including the date of issue of the interim payment certificate certifying in excess of 50% of the contract sum.

<b>ZAR</b>	
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Amount in words

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- 1.1.2** Reducing to the Guaranteed Sum (not exceeding 6.0 % of the contract sum) in the amount of:

From and including the day after the date of the aforesaid interim payment certificate and up to and including the date of issue of the only Certificate of Practical Completion or last Certificate of Practical Completion where there are sections.

<b>ZAR</b>	
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Amount in words

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- 1.1.3** Reducing to the Guaranteed Sum (not exceeding 4.0% of the contract sum) in the amount of:

From and including the day after the date of the applicable Certificate of Practical Completion and up to and including the date of issue of the only Certificate of Final Completion or the last Certificate of Final Completion where there are sections.

<b>ZAR</b>	
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Amount in words

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- 1.1.4 Reducing to the Guaranteed Sum (not exceeding 2.0% of the contract sum) in the amount of:

ZAR	
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From and including the day after the date of the applicable Certificate of Final Completion and up to and including the date of issue of the Final Payment Certificate where payment is due to the Contractor, whereafter this Guarantee for Construction shall expire. Where the Final Payment Certificate reflects payment due to the Employer this Guarantee for Construction shall expire upon payment of the full amount certified.

Amount in words

- 1.2 The Guarantor's liability limits set out in 1.1.1 to 1.1.4 shall apply in respect of any claim received by the Guarantor during the Security validity

## 2.0 GUARANTEE FOR CONSTRUCTION (Fixed)

- 2.1 Where a Guarantee for Construction (Fixed) in terms of the Agreement has been selected this clause 2.0 and 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:---

### GUARANTOR'S LIABILITY

Maximum Guaranteed Sum (not exceeding 5.0% of the contract sum) in the amount of:

### PERIOD OF LIABILITY

From and including the date of issue of this Guarantee for Construction and up to and including the date of the only Certificate of Practical Completion or the last Certificate of Practical Completion where there are sections, whereafter this Guarantee for Construction shall expire.

ZAR	
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Amount in words

- 3.0 The GUARANTOR acknowledges that;

3.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

3.2 its obligation under the Performance Guarantee is restricted to the payment of money.

3.3 Reference to a recovery statement or an Interim or Final Payment Certificate, or a Certificate(s) of Practical or Final Completion shall mean such certificate issued by the Principal Agent.

- 4.0 Subject to the Guarantor's maximum liability referred to in clauses 1.0 or 2.0, the Guarantor undertakes to pay the Employer the sum certified on receipt of the documents identified in 4.1 to 4.3:---

4.1 A copy of a first written demand notice issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or Final Payment Certificate has not been made in terms of the Agreement and failing such Payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2.

4.2 A first written demand notice issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the issue of the first written demand notice in terms of 4.1 and that the sum certified has not been paid to date. The Employer herewith calls up this Guarantee for Construction and demands payment of the sum certified from the Guarantor.

4.3 A copy of the applicable payment advice which entitles the Employer to receive payment in terms of the Agreement of the sum certified in 4.0.

- 5.0 Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand notice from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee for Construction stating that:---

5.1 The Agreement has been terminated due to the Contractor's default and that the Security for Construction is called up in terms of 5.0. The demand notice shall enclose a copy of the notice of termination; or

5.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee for Construction is called up in terms of 5.0. The demand notice shall enclose a copy of the court order.

6.0	The aggregate amount of payment to be made by the Guarantor in terms of 4.0 and 5.0 shall not exceed the Guarantor's maximum liability in terms of 1.0 or 2.0.	
7.0	Where the Guarantor is a registered insurer and has made payment in terms of 5.0, the Employer shall within one hundred and eighty (180) calendar days of receipt of payment submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee for Construction have been expended, or will be expended, and shall refund to the Guarantor any surplus amount. All monies refunded to the Guarantor in terms of this Guarantee for Construction shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date of payment by the Guarantor to the Employer until the date of refund.	
8.0	Payment by the Guarantor in terms of 4.0 or 5.0 shall be made within seven (7) calendar days upon receipt of the first written demand notice to the Guarantor.	
9.0	The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee for Construction on account of any conduct alleged to be prejudicial to the Guarantor.	
10.0	The Guarantor chooses the physical address stated above for all transactions in relation to this security.	
11.0	<del>This Guarantee for Construction is neither negotiable nor transferable and shall expire in terms of either 1.1.4 or 2.1, or on payment in full of the Guaranteed Sum or on the Security expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original Guarantee for Construction form shall be returned to the Guarantor after it has expired.</del>	
12.0	This Guarantee for Construction, with the required demand notices in terms of 4.0 or 5.0, shall be regarded as a liquid document for the purpose of obtaining a court order.	
13.0	Where this Guarantee for Construction is issued in the Republic of South Africa the Guarantor hereby consents to the jurisdiction of a court in the area where the project is located.	
Signed at	<input type="text"/>	Date <input type="text"/>
Guarantor's signatory (1)	<input type="text"/>	Capacity <input type="text"/>
Guarantor's signatory (2)	<input type="text"/>	Capacity <input type="text"/>
Witness signatory (1)	<input type="text"/>	Witness signatory (2) <input type="text"/>
Guarantor's seal or stamp:	<input type="text"/>	



*Zulu Kingdom. **Exceptional***

**TENDER NUMBER: TKZN 01/2022**

**SERVICE: CONSTRUCTION OF NEW ACCESS ROAD, PARKING, NEW GATEHOUSE AND STORM WATER UPGRADE AT THE NELSON MANDELA CAPTURE SITE PRECINCT.**

## **C1.4 Adjudicator's Appointment**

This agreement is made on the . . . . . day of . . . . . between:

. . . . . (name of company / organisation)

of . . . . .

. . . . . (address) and

. . . . . (name of company / organisation)

of . . . . .

. . . . . (address)

(the Parties) and . . . . . (name)

of . . . . .

. . . . . (address)

(the Adjudicator).

Disputes or differences may arise/have arisen\* between the Parties under a Contract dated . . . . .

and known as. . . . .

and these disputes or differences shall be/have been\* referred to adjudication in accordance with the

JBCC 2000 Adjudication Rules, (hereinafter called "the Procedure") and the Adjudicator may be or

has been requested to act.

*\* Delete as necessary*

### **IT IS NOW AGREED as follows:**

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the JBCC 2000 Adjudication Rules.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the JBCC 2000 Adjudication Rules..
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication



and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.

- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by

Name:

Id:

who warrants that he / she is  
duly authorised to sign for and  
on behalf of the first Party in  
the presence of the Adjudicator  
in the presence of

SIGNED by

Name:

Id:

who warrants that he / she is  
duly authorised to sign for and  
on behalf of the first Party in  
the presence of the Adjudicator  
in the presence of

SIGNED by

Name:

Id:

who warrants that he / she is  
duly authorised to sign for and  
on behalf of the first Party in  
the presence of the Adjudicator  
in the presence of

Witness:

Name:

Address:

Witness:

Name:

Address:

Witness:

Name:

Address:

Date:

Date:

Date:

## Contract Data

- 1 The Adjudicator shall be paid at the hourly rate of R. . . . . in respect of all time spent upon, or in connection with, the adjudication including time spent traveling.
- 2 The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to:
  - (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs.
  - (b) Telegrams, telex, faxes, and telephone calls.
  - (c) Postage and similar delivery charges.
  - (d) Travelling, hotel expenses and other similar disbursements.
  - (e) Room charges.
  - (f) Charges for legal or technical advice obtained in accordance with the Procedure.

- 3 The Adjudicator shall be paid an appointment fee of R . . . . . This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
- 4 The Adjudicator is/is not\* currently registered for VAT.
- 5 Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
- 6 All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.



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**TENDER NUMBER:** TKZN 01/2022

**SERVICE:** CONSTRUCTION OF NEW ACCESS ROAD, PARKING, NEW GATEHOUSE AND STORM WATER UPGRADE AT THE NELSON MANDELA CAPTURE SITE PRECINCT.

## **Part C2.1 Pricing Instructions**

- 1 The Bill of Quantities has been drawn up in accordance with the Model Bill of Quantities based on the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Seventh Edition), 2015. Where applicable the:
  - a) Civil Engineering work has been drawn up in accordance with the provisions of the latest edition of SANS 1200 Standardised Specifications for Civil Engineering Works.
  - b) Mechanical Work has been drawn up in accordance with the provisions of the Model Bill of Quantities for Mechanical Work, published by the South African Association of Quantity Surveyors (2015).
  - c) Electrical Work has been drawn up in accordance with the provisions of the Model Bill of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors (2015).
- 2 The agreement is based on the JBCC Principal Agreement (version 4.1). The additions, deletions and alterations to the JBCC PBA as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bill of Quantities are recited.
- 3 It will be assumed that prices included in the Bill of Quantities, unless otherwise stated in the Scope of Work, are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).
- 4 The drawings listed in the Scope of Works used for the setting up of this Bill of Quantities are kept by the Project Manager and can be viewed at any time during office hours up until the completion of the works.
- 5 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 6 Where any item is not relevant to this specific contract, such item is marked **not applicable**.
- 7 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bill of Quantities



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- 8 The Bill of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bill of Quantities, is at the Contractor's risk.
- 9 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
- 10 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 9 but taking into account the revised period for completing the works.
- 11 The amount or the items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bill of Quantities:
  - a) an amount which is not to be varied, namely Fixed
  - b) an amount which is to be varied in proportion to the contract value, namely Value Related; and
  - c) an amount which is to be varied in proportion to the construction period as compared to the initial construction period excluding revisions to the construction period for which the contractor is not entitled to adjustment in terms of the contract, namely Time Related.
- 12 Where no provision is made in the Bill of Quantities to indicate which of the three categories in 11 apply or where no selection is made, the adjustments shall be based on the following breakdown:
  - a) 10 percent is Fixed;
  - b) 15 percent is Value Related
  - c) 75 percent is Time Related
- 13 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 14 Those parts of the contract to be constructed using labour intensive methods have been marked in the Bill of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the Scope of Work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Work
- 15 Payment for items which are designated to be constructed labour intensively (either in this schedule or in the Scope of Work) will not be made unless they are constructed using labour intensive methods. Any unauthorised use of plant to carry out work which was to be done labour intensively will not be condoned and any works so constructed will not be certified for payment



	<p style="text-align: right;"><b>Brought Forward</b></p> <p><b><u>PREAMBLES FOR TRADES</u></b></p> <p>The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained</p> <p>Supplementary preambles to the Model Preambles covering clauses of a general nature, clauses pertaining to specific materials and amendments to clauses in the Model Preambles are incorporated in these bills of quantities to satisfy the requirements of this project</p> <p>The contractor's prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the Model Preambles and in any supplementary preambles</p> <p><b><u>GENERAL</u></b></p> <p>If Alternative A as set out in clause B10.3 hereinafter is to be used for the adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories "<b>F</b>", "<b>T</b>" or "<b>V</b>" as the case may be below such item, where "<b>F</b>" denotes a fixed amount (amount not to be varied), "<b>T</b>" denotes an amount variable in proportion to time and "<b>V</b>" denotes an amount variable in proportion to value</p> <p><b><u>SECTION A - PRINCIPAL BUILDING AGREEMENT</u></b></p> <p><u>Definitions (A1)</u></p> <p>A Definitions and interpretation (clause 1)</p> <p>F:..... V:..... T:.....</p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1 Bill No. 1 PRELIMINARIES</p> <p><b>ADI INVESTMENT</b></p>		<p style="text-align: right;">R</p>	
		Item	<p style="text-align: right;">R</p>	

<b>Brought Forward</b>		<b>R</b>	
<u>Objective and Preparation (A2 to A14)</u>			
A	Offer acceptance and performance (clause 2)F:..... V:..... T:.....	Item	
B	Documents (clause 3)F:..... V:..... T:.....	Item	
C	Design responsibility (clause 4)F:..... V:..... T:.....	Item	
D	Employer's agents (clause 5)F:..... V:..... T:.....	Item	
The principal agent shall:			
- monitor and control progress and scheduling			
- monitor all contract conditions, and			
- coordinate the efforts of the employer's agents, the contractor and subcontractors			
The powers conferred on the principal agent in terms of this clause and/or the exercising of these powers shall not be construed as removing or diminishing any of the obligations of the Contractor in terms of the Principal Building Agreement, whether financial, contractual or otherwise, nor shall the exercising of these powers create any privity of contract as between the Employer or his agents on the one part and the Contractor or subcontractors or suppliers on the other part			
The principal agent reserves the right to attend and participate in all contractor/subcontractor's meetings, to invite other employer's agents to attend such meetings at his discretion and to converse and chair any such meetings if the contractor is derelict in his duty in arranging such meetings to the degree of frequency and comprehensiveness dictated in the opinion of the project manager by the circumstances and exigencies of the construction process			
E	Site representative (clause 6)F:..... V:..... T:.....	Item	
<b>Carried Forward</b>		<b>R</b>	
Section No. 1 Bill No. 1 PRELIMINARIES			
<b>ADI INVESTMENT</b>			

Brought Forward			R
A	Compliance with regulations (clause 7)F:..... V:..... T:.....	Item	
B	Works risk (clause 8)F:..... V:..... T:.....	Item	
C	Indemnities (clause 9)F:..... V:..... T:.....	Item	
D	Works insurances (clause 10)  F:..... V:..... T:.....	Item	
E	Liability insurances (clause 11)F:..... V:..... T:.....	Item	
F	Effecting insurance (clause 12)F:..... V:..... T:.....	Item	
G	NO CLAUSE	N/A	
H	Security (clause 14)F:..... V:..... T:.....	Item	
	<u>Execution (A15-A23)</u>		
I	Preparation for and execution of the works (clause 15)  F:..... V:..... T:.....	Item	
	With the priced bills of quantities, the contractor shall submit an acceptable health and safety plan within <b>14 calendar days</b> of the date of acceptance of the tender.		
J	Access to the works (clause 16)F:..... V:..... T:.....	Item	
K	Contract instructions (clause 17)F:..... V:..... T:.....	Item	
L	Setting out of the works (clause 18)F:..... V:..... T:.....	Item	
Carried Forward			R
Section No. 1 Bill No. 1 PRELIMINARIES  <b>ADI INVESTMENT</b>			



<b>Brought Forward</b>			R	
	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			
A	Assignment (clause 19)F:..... V:..... T:.....	Item		
	The contractor shall not cede his rights or delegate his obligations in terms of this agreement unless specifically called for by the employer			
B	Nominated subcontractors (clause 20)F:..... V:..... T:.....	Item		
C	Selected subcontractors (clause 21)F:..... V:..... T:.....	Item		
	Written proof is required from subcontract tenderers at tendering that they can meet the JBCC Selected Subcontract Agreement or other tender agreements and provide security in terms of the agreement. If the above is not provided the tender may not be accepted			
	All amounts allowed under Provisional Amounts are intended to be awarded to Selected Subcontractors			
D	Employer's Direct Contractors (clause 22)  F:..... V:..... T:.....	Item		
E	Contractor's Domestic Sub-Contractors (Clause 23)  F:..... V:..... T:.....			
	The Contractor is referred to the Specific Preliminaries below for the mandatory Sub-Contracting requirements of this contracts	Item		
<b>Carried Forward</b>			R	
Section No. 1 Bill No. 1 PRELIMINARIES				
<b>ADI INVESTMENT</b>				

<b>Brought Forward</b>			R
<u>Completion (A24-A30)</u>			
A	Practical completion (clause 24)F:..... V:..... T:.....	Item	
B	Works completion (clause 25)F:..... V:..... T:.....	Item	
C	Final completion (clause 26)F:..... V:..... T:.....	Item	
D	Latent defects liability period (clause 27)F:..... V:..... T:.....	Item	
E	Sectional completion (clause 28)F:..... V:..... T:.....	Item	
F	Revision of date of practical completion (clause 29)F:..... V:..... T:.....	Item	
The removal and replacement of materials and/or workmanship that do not conform to specification or drawings shall not constitute grounds for an extension of the construction period nor for an adjustment to the contract sum (clause 29.3)			
G	Penalty for non-completion (clause 30)F:..... V:..... T:.....	Item	
<u>Payment (A31 - A35)</u>			
H	Interim payment to the contractor (clause 31)F:..... V:..... T:.....	Item	
I	Adjustment to the contract value (clause 32)F:..... V:..... T:.....	Item	
<b>Carried Forward</b>			R
Section No. 1 Bill No. 1 PRELIMINARIES			
<b>ADI INVESTMENT</b>			

<b>Brought Forward</b>		R
Where prices are submitted by the contractor or nominated/selected subcontractors during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the contract and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the final certificate, it will be in writing		
A	Recovery of expense and loss (clause 33)F:..... V:..... T:.....	Item
B	Final account and final payment (clause 34)F:..... V:..... T:.....	Item
The employer shall not pay any interest on amounts payable to the contractor for one hundred and forty two (142) days after the date of issue of the certificate of practical completion		
The employer shall, however, pay interest to the contractor at the rate stipulated in clause 34.11 on any amounts payable to the contractor more than one hundred and forty two (142) days after the date of issue of the certificate of practical completion but only for such period as the settlement of the final account is delayed by the non-performance of the principal agent or the employer or his agents. In evaluating non-performance for purposes of this clause a reasonable time shall be allowed to the employer or his agents to respond to any matter brought to his/their attention and which may affect the settlement of the final account		
C	Payment to other parties (clause 35)  F:..... V:..... T:.....	Item
<u>Cancellation (A36-A39)</u>		
D	Cancellation by employer - contractor's default (clause 36)F:..... V:..... T:.....	Item
<b>Carried Forward</b>		R
Section No. 1 Bill No. 1 PRELIMINARIES		
<b>ADI INVESTMENT</b>		

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	Brought Forward		R
<b><u>42.1 CONTRACTING AND OTHER PARTIES</u></b>			
42.1.1 Employer:			
Postal address:			
<b>Second Floor</b> <b>Ithala Trade Centre</b> <b>9 Canal Quarry Road</b> <b>Durban, 4069</b>			
Physical Address:			
<b>Second Floor</b> <b>Ithala Trade Centre</b> <b>9 Canal Quarry Road</b> <b>Durban, 4069</b>			
Tel : <b>031-366 7500</b>			
Fax:			
42.1.2 Principal Agent:			
<b>ADI Investments</b>			
Postal address:			
<b>26 Victoria Link, Block A</b> <b>Route 21 Corporate Park</b> <b>Irene</b>			
Physical Address:			
<b>26 Victoria Link, Block A</b> <b>Route 21 Corporate Park</b> <b>Irene</b>			
Tel <b>012-007 1230</b>			
Fax <b>086-167 6646</b>			
Cell <b>083 360 3445</b>			
Email <b>wisanim@adiafrika.co.za</b>			
	Carried Forward		R
Section No. 1			
Bill No. 1			
PRELIMINARIES			
<b>ADI INVESTMENT</b>			

<p style="text-align: right;"><b>Brought Forward</b></p> <p>42.1.3 Architect:</p> <p><b>ADI Investments</b></p> <p>Postal address:</p> <p><b>26 Victoria Link, Block A Route 21 Corporate Park Irene</b></p> <p>Physical Address:</p> <p><b>26 Victoria Link, Block A Route 21 Corporate Park Irene</b></p> <p>Tel     <b>012-007 1230</b> Fax     <b>086-167 6646</b> Cell    <b>083 360 3445</b></p> <p>Email   <b>wisanim@adiafrika.co.za</b></p>		R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1 Bill No. 1 PRELIMINARIES</p> <p><b>ADI INVESTMENT</b></p>		R	

<p style="text-align: right;"><b>Brought Forward</b></p> <p>42.1.4 Quantity Surveyor:</p> <p><b>ADI Investments</b></p> <p>Postal address:</p> <p><b>26 Victoria Link, Block A Route 21 Corporate Park Irene</b></p> <p>Physical Address:</p> <p><b>26 Victoria Link, Block A Route 21 Corporate Park Irene</b></p> <p>Tel     <b>012-007 1230</b> Fax     <b>086-167 6646</b> Cell    <b>083 360 3445</b></p> <p>Email   <b>wisanim@adiafrika.co.za</b></p>		R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1 Bill No. 1 PRELIMINARIES</p> <p><b>ADI INVESTMENT</b></p>		R	

<p style="text-align: right;"><b>Brought Forward</b></p> <p>42.1.5 Structural &amp; Civil:</p> <p><b>ADI Investments</b></p> <p>Postal address:</p> <p><b>26 Victoria Link, Block A Route 21 Corporate Park Irene</b></p> <p>Physical Address:</p> <p><b>26 Victoria Link, Block A Route 21 Corporate Park Irene</b></p> <p>Tel     <b>012-007 1230</b> Fax     <b>086-167 6646</b> Cell    <b>083 360 3445</b></p> <p>Email   <b>wisanim@adiafrika.co.za</b></p>			R
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1 Bill No. 1 PRELIMINARIES</p> <p><b>ADI INVESTMENT</b></p>			R



<p style="text-align: right;"><b>Brought Forward</b></p> <p>42.1.6 Landscape Architect</p> <p><b>V&amp;L Landscape Architects</b></p> <p>Postal address:</p> <p><b>347 Charles Street Brooklyn, Pretoria</b></p> <p>Physical Address:</p> <p><b>347 Charles Street Brooklyn, Pretoria</b></p> <p>Tel     <b>012-346 1289</b> Fax     <b>012-346 1292</b> Cell    <b>083 302 2087</b></p> <p>Email   <b>wisanim@adiafrika.co.za</b></p> <p><b><u>42.2   CONTRACT DETAILS</u></b></p> <p>42.2.1   Works Description:</p> <p style="padding-left: 40px;">The Works comprises the works, as well as related services in accordance with the drawings and specifications that will be provided to the contractor.</p> <p>42.2.2   Site Description:</p> <p style="padding-left: 40px;">The Site is the Nelson Mandela Capture Site on Remainder of Portion 2 of the farm The Grange, 14125/FT, Howick, KZN Province, South Africa.</p> <p>42.2.3   Work or installations by direct contractors:</p> <p>42.2.4   This agreement is for a government contract where there are specific options that are applicable to a <b>State</b> organ only</p> <p style="text-align: right;">Yes</p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1 Bill No. 1 PRELIMINARIES</p> <p><b>ADI INVESTMENT</b></p>	<p style="text-align: right;">R</p> <p style="text-align: right;">R</p>
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<p style="text-align: right;"><b>Brought Forward</b></p> <p>42.2.5 Date on which possession of the site is intended to be given:</p> <p style="text-align: right;">To be Advised</p> <p>42.2.6 Period for the commencement of the works after the contractor takes possession of the site</p> <p style="text-align: right;"><b>7 working days</b></p> <p>42.2.7 For the works <b>as a whole</b>. Intended date of practical completion and the penalty per calendar day</p> <p><b>6 months</b> after contractual commencement date    <i>Date</i></p> <p style="text-align: right;"><i>Penalty Amount</i></p> <p>The <b>penalty</b> per <b>calendar day</b> is 0,05% of the tendered amount, inclusive of value added tax</p> <p>42.2.8 For the works in <b>sections</b>: Intended date of practical completion and the penalty per calendar day</p> <p style="text-align: right;"><b>Section 1</b></p> <p style="text-align: right;">.N/A..... <i>Date</i></p> <p style="text-align: right;">.N/A..... <i>Penalty Amount</i></p> <p>42.2.9 The <b>law</b> applicable to this <b>agreement</b> shall be that of</p> <p style="text-align: right;"><i>South Africa    (country)</i></p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1 Bill No. 1 PRELIMINARIES</p> <p><b>ADI INVESTMENT</b></p>		R	
		R	

<b>Brought Forward</b>	R	
<b><u>42.3 INSURANCES</u></b>		
42.3.1 Contract works insurance to be effected by:		
<i>Contractor:</i>		
Contract works insurance is to be effected by the <b>contractor</b> for a sum not less than the <b>contract sum</b> plus 10% with a deductible in an amount that the <b>contractor</b> deems appropriate.		
42.3.2 Supplementary insurance is required		
<i>No</i>		
42.3.3 Public liability insurance to be effected by:		
<i>Contractor:</i>		
Public liability insurance to be effected by the <b>contractor</b> for the sum of R10 000,000.00 with a deductible in an amount as determined by the contractor's insurance company.		
<b><u>42.4 DOCUMENTS</u></b>		
42.4.1 Waivers of <b>contractors lien</b> or right of continuing possession is required		
<i>No</i>		
42.4.2 Number of construction document copies to be supplied to the <b>contractor</b> free of charge:		
<i>3 Number of</i>		
42.4.3 <b>Bills of Quantities/Lump sum document</b> schedule of rates drawn up in accordance with:		
<i>"Standard System of Measuring Builders' Work"</i>		
42.4.4 On acceptance of the tender the bills of quantities is to be submitted with the tender.		
<b>Carried Forward</b>	R	
Section No. 1 Bill No. 1 PRELIMINARIES		
<b>ADI INVESTMENT</b>		

<b>Brought Forward</b>			R
42.4.5	JBCC Engineering General Conditions are to be included in the <b>contract documents</b> : <div style="text-align: right;"><i>No</i></div>		
42.4.6	The contract value is Not to be adjusted using escalation adjustment indices <div style="text-align: right;"><i>NO</i></div> Where <b>JBCC CPAP</b> is to be used <div style="text-align: right;"><i>Base Month - N/A</i></div>		
42.4.7	Details of changes made to the provision of JBCC standard documentation: See contract data which forms part of this document		
<b><u>SECTION B: PRELIMINARIES</u></b>			
<u>Definitions and interpretation (B1)</u>			
A	Definition and interpretation (B1.1 - B1.4.6)  F:..... V:..... T:.....	Item	
<u>Documents (B2)</u>			
B	Checking of documents (B2.1)F:..... V:..... T:.....	Item	
C	Provisional bills of quantities (B2.2)F:..... V:..... T:.....	Item	
D	Availability of construction documentation (B2.3)  F:..... V:..... T:.....	Item	
E	Interests of agents (B2.4)F:..... V:..... T:.....	Item	
F	Priced documents (B2.5)F:..... V:..... T:.....	Item	
G	Tender submission (B2.6)F:..... V:..... T:.....	Item	
<b>Carried Forward</b>			R
Section No. 1 Bill No. 1 PRELIMINARIES  <b>ADI INVESTMENT</b>			

<b>Brought Forward</b>			R
<u>The site (B3)</u>			
A	Defined works area (B3.1)F:..... V:..... T:.....	Item	
B	Geotechnical investigation (B3.2)F:..... V:..... T:.....	Item	
C	Inspection of the site (B3.3)F:..... V:..... T:.....	Item	
D	Existing premises occupied (B3.4)F:..... V:..... T:.....	Item	
E	Previous work - dimensional accuracy (B3.5)F:..... V:..... T:.....	Item	
F	Previous work - defects (B3.6)F:..... V:..... T:.....	Item	
G	Services - known (B3.7)F:..... V:..... T:.....	Item	
H	Services - unknown (B3.8)F:..... V:..... T:.....	Item	
I	Protection of trees etc (B3.9)F:..... V:..... T:.....	Item	
J	Articles of value (B3.10)F:..... V:..... T:.....	Item	
K	Inspection of adjoining properties etc (B3.11)F:..... V:..... T:.....	Item	
<u>Management of contract (B4)</u>			
L	Management of the works (B4.1)F:..... V:..... T:.....	Item	
<b>Carried Forward</b>			R
Section No. 1 Bill No. 1 PRELIMINARIES			
<b>ADI INVESTMENT</b>			

<b>Brought Forward</b>			R
A	Programme for the works (B4.2) F:..... V:..... T:.....	Item	
B	Progress meetings (B4.3)F:..... V:..... T:.....	Item	
C	Technical meetings (B4.4)F:..... V:..... T:.....	Item	
D	Labour and Plant records (B4.5)  F:..... V:..... T:.....	Item	
	<u>Samples, Shop Drawings and Manufacturer's Instructions (B5)</u>		
E	Samples of materials (B5.1)F:..... V:..... T:.....	Item	
F	Workmanship samples (B5.2)F:..... V:..... T:.....	Item	
G	Shop drawings (B5.3)  F:..... V:..... T:.....	Item	
H	Compliance with Manufacturer's Instructions (B5.4)  F:..... V:..... T:.....	Item	
	<u>Temporary works and plant (B6)</u>		
I	Deposits and fees (B6.1)F:..... V:..... T:.....	Item	
J	Enclosure of the works (B6.2)F:..... V:..... T:.....	Item	
K	Advertising (B6.3)F:..... V:..... T:.....	Item	
<b>Carried Forward</b>			R
Section No. 1 Bill No. 1 PRELIMINARIES  <b>ADI INVESTMENT</b>			

	<b>Brought Forward</b>		R	
A	Plant, equipment, sheds and offices (B6.4)F:..... V:..... T:.....	Item		
B	Main notice board (B6.5)F:..... V:..... T:.....	Item		
C	Subcontractors' notice board (B6.6)  F:..... V:..... T:.....	Item		
	<u>Temporary services (B7)</u>			
D	Location (B7.1)F:..... V:..... T:.....	Item		
E	Water (B7.2)  <b>Option [A] shall apply</b>  F:..... V:..... T:.....	Item		
F	Electricity (B7.3)  <b>Option [A] shall apply</b>  F:..... V:..... T:.....	Item		
G	Telecommunication facilities (B7.4)  F:..... V:..... T:.....	Item		
H	Ablution facilities (B7.5)  <b>Option [A] shall apply</b>  F:..... V:..... T:.....	Item		
	<u>Prime cost amounts (B8)</u>			
I	Responsibility for prime cost amounts (B8.1)F:..... V:..... T:.....	Item		
	<b>Carried Forward</b>		R	
	Section No. 1 Bill No. 1 PRELIMINARIES  <b>ADI INVESTMENT</b>			

<b>Brought Forward</b>			R	
<u>Attendance on N/S Subcontractors (B9)</u>				
A	General attendance (B9.1)F:..... V:..... T:.....	Item		
B	Special attendance (B9.2)F:..... V:..... T:.....	Item		
C	Commissioning - Fuel, water and power (B9.3)F:..... V:..... T:.....	Item		
<u>Financial aspects (B10)</u>				
Statutory taxes, duties and levies (B10.1)F:..... V:..... T:.....		Item		
D	Payment of preliminaries (B10.2) <b>Option [B] shall apply</b>			
	F:..... V:..... T:.....	Item		
E	Adjustment of preliminaries (B10.3) <b>Option [A] shall apply</b>			
	F:..... V:..... T:.....	Item		
F	Payment certificate cash flow (B10.4)F:..... V:..... T:.....	Item		
<u>General (B11)</u>				
G	Protection of works (B11.1)F:..... V:..... T:.....	Item		
H	Protection/isolation of existing/sectionally occupied works (B11.2)F:..... V:..... T:.....	Item		
<b>Carried Forward</b>			R	
Section No. 1 Bill No. 1 PRELIMINARIES				
<b>ADI INVESTMENT</b>				



Brought Forward			R
A	Security of the Works (B11.3) F:..... V:..... T:.....	Item	
B	Notice before covering work (B11.4) F:..... V:..... T:.....	Item	
C	Disturbance (B11.5) F:..... V:..... T:.....	Item	
D	Environmental Disturbance (B11.6) F:..... V:..... T:.....	Item	
E	Works cleaning and clearing (B11.7) F:..... V:..... T:.....	Item	
F	Vermin (B11.8) F:..... V:..... T:.....	Item	
G	Overhand work (B11.9) F:..... V:..... T:.....	Item	
H	Instruction manuals and guarantees (B11.10) F:..... V:..... T:.....	Item	
I	As built information (B11.11) F:..... V:..... T:.....	Item	
Carried Forward			R
Section No. 1 Bill No. 1 PRELIMINARIES  ADI INVESTMENT			

	<b>Brought Forward</b>		R	
A	Tenant Installations (B11.12)			
	F:..... V:..... T:.....	Item		
	<u>Schedule of variables (B12)</u>			
B	Pre-tender information (B12.1)F:..... V:..... T:.....	Item		
	12.1.1 Provisional bills of quantities (B2.2) The quantities are provisional:			
	<i>No</i>			
	12.1.2 Availability of construction documentation (B2.3) Construction documentation is not complete			
	<i>No</i>			
	12.1.3 Interest of agents (B2.4)			
	12.1.4 Defined works area (B3.1)			
	12.1.5 Geotechnical investigation (B3.2) No information available			
	12.1.6 Existing premises occupied (B3.4)			
	12.1.7 Previous work - dimensional accuracy (B3.4)			
	12.1.8 Previous work - defects (B3.5)			
	<b>Carried Forward</b>		R	
	Section No. 1 Bill No. 1 PRELIMINARIES			
	<b>ADI INVESTMENT</b>			

<b>Brought Forward</b>		<b>R</b>	
12.1.9 Services - known (B3.7)			
12.1.10 Protection of trees (B3.9)			
All trees should be protected and only on instruction of the Principal Agent may any trees be removed			
12.1.11 Inspection of adjoining properties (B3.11)			
12.1.12 Enclosure of the works (B6.2)			
12.1.13 Offices (B6.4.3)			
An office for the site technician should be provided			
12.1.14 Main notice board (B6.5)			
	Yes		
12.1.15 Subcontractors notice board (B6.6)			
A notice board is required			
	No		
12.1.16 Water (B7.2)			
Alternative Selected: A			
12.1.17 Electricity (B7.3)			
Alternative selected: A			
12.1.18 Telecommunications (B7.4)			
12.1.19 Ablution facilities (B7.5)			
Alternative selected: A			
12.1.20 Protection of existing/sectionally occupied works (B11.2)			
<b>Carried Forward</b>		<b>R</b>	
Section No. 1 Bill No. 1 PRELIMINARIES			
<b>ADI INVESTMENT</b>			

<b>Brought Forward</b>		R	
12.1.21 Special attendance (B9.2)			
Subcontractor (1) details:			
N/A			
12.1.22 Protection of the works (B11.1)			
N/A			
12.1.23 Disturbance (B11.5)			
N/A			
12.1.24 Environmental Disturbance (B11.6)			
N/A			
<u>Post tender information (B12.2)</u>			
12.2.1 Payment of preliminaries Alternative selected: B			
12.2.2 Adjustment of preliminaries Alternative selected: A			
12.2.3 Additional agreed preliminaries items N/A			
<b><u>SECTION C: SPECIFIC PRELIMINARIES</u></b>			
Any special items to meet the particular circumstances of a specific project are embodied in this section. Where required for an aspect of the works to be executed according to a design by a consulting engineer, a recital of the headings to the individual clauses of the JBCC Engineering General Conditions are included			
<b>Carried Forward</b>		R	
Section No. 1 Bill No. 1 PRELIMINARIES			
<b>ADI INVESTMENT</b>			

	<b>Brought Forward</b>		R	
A	<b>Site instructions</b>  Instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the contractor  F: ..... V: ..... T: .....	Item		
B	Black economic empowerment and training  F: ..... V: ..... T: .....	Item		
C	Proprietary branded products  F: ..... V: ..... T: .....	Item		
D	<b>Testing of flat roof waterproofing for watertightness</b>  Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the principal agent, flooded with water and kept "ponded" for at least 36 hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing  F: ..... V: ..... T: .....  The contractor shall take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instructions after consultation with the manufacturer's authorised representative	Item		
E	Contract instructions  F: ..... V: ..... T: .....	Item		
	<b>Carried Forward</b>		R	
	Section No. 1 Bill No. 1 PRELIMINARIES  <b>ADI INVESTMENT</b>			

<b>Brought Forward</b>		R	
	Contract instructions issued on site are to be recorded in triplicate in a contract instruction book which is to be supplied and maintained on site by the contractor		
A	Labour record		
	F:..... V:..... T:.....	Item	
	At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and descriptions of tradesmen and labourers employed by him and all subcontractors on the works each day of that week		
B	Plant record		
	F:..... V:..... T:.....	Item	
	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 used on the works each day of that week		
C	Guarantees		
	F:..... V:..... T:.....	Item	
<b>Carried Forward</b>		R	
Section No. 1 Bill No. 1 PRELIMINARIES			
<b>ADI INVESTMENT</b>			

	<b>Brought Forward</b>		R
	<p>Where guarantees are called for, the contractor shall obtain a written guarantee, addressed to the employer, from the firm supplying the materials and/or doing the work and shall deliver same to the principal agent on the certified completion of the contract. The guarantee shall state that workmanship, materials and installation are guaranteed for a specified period from the date of certified completion of the contract, and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice from the principal agent to do so. This guarantee will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the contractor. The principal agent shall be the sole judge of the cause responsible for defects in the work and his decision shall be final and binding in terms of clause 40.2 of the agreement</p>		
A	Overtime		
	F:..... V:.....		
	T:.....		
		Item	
	<p>Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorised, in writing, prior to execution thereof, that costs for such overtime are to be borne by the employer</p>		
B	Co-operation of contractor for cost management		
	F:..... V:.....		
	T:.....		
		Item	
	<b>Carried Forward</b>		R
	<p>Section No. 1 Bill No. 1 PRELIMINARIES</p>		
	<b>ADI INVESTMENT</b>		

	<p style="text-align: center;"><b>Brought Forward</b></p> <p>It is specifically agreed that the contractor accepts the obligation of assisting the professional consultants in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget. The quantity surveyor undertakes to make available to the contractor all budgetary allowances and cost assessments/reports to enable the proper procedures to be implemented and the contractor will attend all cost plan review and cost management meetings. The contractor undertakes to extend these procedures in regard to all subcontractors</p> <p>A Occupational Health and Safety Specification</p> <p>F:..... V:..... T:.....</p> <p>Any Principal Contractor entering into a contract with The Developer must achieve an acceptable level of Occupational Health and Safety performance. Refer to "Project Specification" and "Safety, Health and Environmental Evaluation Questionnaire" The contractor to comply with all provisions of the above and to be enforced on all selected and or other sub-contractors, as no claim afterwards will be entertained</p> <p><b><u>SUMMARY OF CATEGORIES</u></b></p> <p>Category : Fixed R.....</p> <p>Category : Value R.....</p> <p>Category : Time R.....</p>		R	
	<p style="text-align: center;"><b>Carried to Final Summary</b></p> <p>Section No. 1 Bill No. 1 PRELIMINARIES</p> <p><b>ADI INVESTMENT</b></p>	Item	R	





	<b>Brought Forward</b>			R	
	<u>Excavation in earth not exceeding 2m deep</u>				
A	Reduced levels under floors	m3	2,206		
	<b><u>EXCAVATIONS IN STRATA OF A MORE DIFFICULT CHARACTER</u></b>				
	<b><u>Extra over bulk excavation in earth for excavation in</u></b>				
B	Hard rock	m3	221		
	<b><u>Topsoil filling obtained from the excavations and/or prescribed stockpiles on site</u></b>				
C	Over site	m3	2,278		
	<b><u>SUNDRIES</u></b>				
	<u>Extra over all excavations for carting away</u>				
D	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	664		
	<u>Keeping excavations free of water</u>				
E	Keeping excavations free of all water other than subterranean water		Item		
	<b><u>FILLING, ETC.</u></b>				
	<u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 93% Mod AASHTO density</u>				
F	Backfilling to parking platform	m3	1,561		
	<b><u>SOIL POISONING</u></b>				
	<u>"Hyvar X" Weedkiller mixed with water and applied at a rate of 100 grams/m2</u>				
G	Under paving, etc.	m2	15,185		
	<b><u>CONSTRUCT GRAVEL PAVEMENT LAYERS</u></b>				
	<b>Carried Forward</b>			R	
	Section No. 2				
	Bill No. 1				
	EARTHWORKS				
	<b>ADI INVESTMENT</b>				

Brought Forward			R
	<b><u>Preparation and compaction of G10 in situ subbase material to</u></b>		
A	93% of Modified AASHTO density	m3	87
	<b><u>Preparation and compaction of 150mm subbase G7 material, from commercial sources, to</u></b>		
B	93% of Modified AASHTO density (Compacted)	m3	87
	<b><u>Preparation and compaction of 150mm subbase G6 material, from commercial sources, to</u></b>		
C	95% of Modified AASHTO density (Compacted)	m3	82
	<b><u>Stabilized base using type C4 material</u></b>		
D	C4 Material including 4% Cement Stabilization compacted to 97% Mod AASHTO Density	m3	87
	<u>Coarse river sand filling supplied by the contractor</u>		
E	Under paving, etc	m3	304
	<b><u>REMOVAL OF TREES, ETC.</u></b>		
	<b><u>Removal of trees</u></b>		
F	Cutting down of existing trees exceeding 1500mm girth and not exceeding 2000mm girth and grubbing up roots and filling of holes, etc.	No	40
	<b><u>DENSITY TESTS</u></b>		
G	Prescribed density tests on filling and layerworks	No	36
<b>Carried Forward to Summary of Section No. 2</b>			R
Section No. 2			
Bill No. 1			
EARTHWORKS			
<b>ADI INVESTMENT</b>			

Item No		Quantity	Rate	Amount
	<b><u>SECTION NO. 2</u></b>			
	<b><u>BILL NO. 2</u></b>			
	<b><u>ROADS, PAVING, ETC. (PROVISIONAL)</u></b>			
	Tenderers are advised to study the Model Preambles for Trades before pricing this Bill			
	<b><u>PAVING BLOCKS FOR ALL TRAFFICABLE AREAS INCLUDING TAXI DROP OFF, ROUNDABOUT AND SITE ACCESS POINTS AND EXTERNAL PARKING</u></b>			
	<b><u>Type S-A blocks: Inclusive of all cutting to fit edge restraints</u></b>			
A	80mm Thick	m2	11,139	
B	60mm Thick	m2	3,046	
	<b><u>ROAD KERBING AND CHANNELLING</u></b>			
	<b><u>EDGE BEAMS</u></b>			
C	Edge beams	m	2,270	
	<b><u>Fig. 3 Kerbs</u></b>			
D	Kerbing straight	m	1,204	
E	Kerbing with concrete gutter	m	1,096	
	<b><u>BRICK BENCHES</u></b>			
F	2500 x 380 x 765mm High Corobrik burnt apricot brickwork with 6mm stainless syeel L bent plate 2500 x 380 x 380mm fixed to brickwork with 8mm bolts including 20MPa 680 x 230mm foundation including all excavations, etc.	No	6	
	<b>Carried Forward to Summary of Section No. 2</b>			
	Section No. 2			
	Bill No. 2			
	ROADS, PAVING, ETC.			
	<b>ADI INVESTMENT</b>			

Item No	Quantity	Rate	Amount
<b><u>SECTION NO. 2</u></b>			
<b><u>BILL NO. 3</u></b>			
<b><u>STORMWATER DRAINAGE (PROVISIONAL)</u></b>			
Tenderers are advised to study the Model Preambles for Trades before pricing this Bill			
<b><u>EARTHWORKS (PIPE TRENCHES)</u></b>			
<b><u>EXCAVATION, FILLINGS, ETC</u></b>			
<b><u>Excavate in all materials for trenches, backfill, compact, supply and operate dewatering equipment, surface and sub surface water control in all open excavations and dispose of surplus material</u></b>			
<b><u>600mm dia concrete pipes class 100D</u></b>			
A	Excavation exceeding 0.5m deep not exceeding 1m deep	m3	Rate Only
B	Excavation exceeding 1.0m deep not exceeding 2m deep	m3	Rate Only
C	Excavation exceeding 1.5m deep not exceeding 2.0m deep	m3	Rate Only
<b><u>Extra over excavations</u></b>			
D	Hard excavations	m3	Rate Only
E	Boulder excavation	m3	Rate Only
<b><u>Backfill to trenches and holes</u></b>			
F	Import from commercial source a G7 quality material and compact in trench in layers 150mm thick to Minimum of 90% Modified AASHTO density.	m3	Rate Only
<b>Carried Forward</b>			R
Section No. 2 Bill No. 3 STORMWATER DRAINAGE			
<b>ADI INVESTMENT</b>			

Brought Forward			R
<b><u>Treatment of trench base preparation and compaction of material to</u></b>			
A	Minimum of 93% of Modified AASHTO maximum density to a depth of 150mm in all stormwater pipe trenches	m2	Rate Only
<b><u>Excavation: Grid inlet manholes</u></b>			
<b><u>Excavate in all materials for trenches, backfill, compact, supply and operate dewatering equipment, surface and sub surface water control in all open excavations and dispose of surplus material</u></b>			
B	Excavations not exceeding 1.5m deep	m3	Rate Only
C	Excavations exceeding 1.5m deep not exceeding 3m deep	m3	Rate Only
D	Excavations exceeding 3.0m deep not exceeding 5.0m deep	m3	Rate Only
<b><u>Extra over excavations</u></b>			
E	Hard excavations	m3	Rate Only
F	Boulder excavation	m3	Rate Only
<b><u>BEDDING (PIPES)</u></b>			
<b><u>Supply only of class B rigid bedding</u></b>			
<b><u>From commercial sources:</u></b>			
G	Selected granular material, G7 quality material or better and compact in 150mm thick layers to 90% mod. AASHTO	m3	Rate Only
<b><u>Supply, lay concrete stormwater pipes on class B rigid bedding bedding</u></b>			
H	600mm dia normal diameter	m	Rate Only
<b><u>GRID INLET MANHOLES</u></b>			
Carried Forward			R
Section No. 2 Bill No. 3 STORMWATER DRAINAGE			
ADI INVESTMENT			

		Brought Forward		R	
		<b><u>Supply and install grid inlet manholes, kerb inlets and associated items</u></b>			
		<b><u>Supply, install and test grid inlet box manholes including cast iron covers</u></b>			
A	Manholes in all depths up to 2m deep	No			Rate Only
B	Manholes exceeding 2m deep not exceeding 3m deep	No			Rate Only
C	Manholes exceeding 3m deep not exceeding 5m deep	No			Rate Only
		<b><u>Supply, install and test stormwater concrete wingwalls</u></b>			
D	25Mpa concrete	m3			Rate Only
E	25Mpa concrete gutter with figure 3 kerb	m3			Rate Only
		<b><u>ATTENUATION POND AND SWALES</u></b>			
		<b><u>EARTHWORKS</u></b>			
		<b><u>SITE CLEARANCE</u></b>			
		<b><u>Site clearance</u></b>			
F	Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc	m2			Rate Only
G	Stripping average 100mm thick layer of top soil and stockpiling on site	m2			Rate Only
		<b><u>EXCAVATIONS</u></b>			
		<b><u>Topsoil filling obtained not exceeding from the excavations and/or prescribed stock piles on site</u></b>			
H	Take from stockpiles and place 100mm thick layer on outer embankments of attenuation pond	m2			Rate Only
		Carried Forward		R	
	Section No. 2				
	Bill No. 3				
	STORMWATER DRAINAGE				
	<b>ADI INVESTMENT</b>				

Brought Forward			R
<b><u>Extra over all excavations for carting away</u></b>			
A	Extra over excavations for carting away surplus material from excavations and/or stockpiles on site to a dumping site to be loacated by the contractor	m3	Rate Only
<b><u>Preparation and compaction of In situ subgrade material to</u></b>			
B	Minimum of 93% modified AASHTO maximum density including ripping,watering,shaping and compaction of earthworks platform materials in the attenuation pond area	m3	Rate Only
<b><u>GRASS SEEDING</u></b>			
<b><u>Grass seeding to attenuation and swale areas</u></b>			
C	Grass seeding to attenuation and swale areas	m2	Rate Only
<b>Carried Forward to Summary of Section No. 2</b>			R
Section No. 2			
Bill No. 3			
STORMWATER DRAINAGE			
<b>ADI INVESTMENT</b>			



Item No	Quantity	Rate	Amount
<b><u>SECTION NO. 2</u></b>			
<b><u>BILL NO. 4</u></b>			
<b><u>BOUNDARY WALL (PROVISIONAL)</u></b>			
Tenderers are advised to study the Model Preambles for Trades before pricing this Bill			
<b><u>BOUNDARY WALL</u></b>			
<b><u>FENCING</u></b>			
<b><u>Removal of existing fence</u></b>			
A	Remove existing stockproof fence	m	Rate Only
<b><u>Supply and install electric wired fence</u></b>			
B	Supply and install 5-line electric wire fence comprising 100mm strain posts, 50-75mm intermediate posts cast 600 mm into the ground with concrete 500mm thick, fence to be connected with an 8 Joule energiser & siren warning signs at 20m distance on the fence	m	Rate Only
C	Supply and install 6-line electric wire fence comprising 100mm strain posts, 50-75mm intermediate posts cast 600 mm into the ground with concrete 500mm thick, fence to be connected with an 8 Joule energiser & siren warning signs at 20m distance on the fence	m	Rate Only
<b><u>GATES</u></b>			
D	Mild steel sliding gate 5000mm x 1800mm high including gate motor, sliding rail, etc.	No	Rate Only
<b><u>PARTICULAR SPECIFICATIONS PGG:</u></b>			
<b><u>PRECAST CONCRETE RETAINING WALL</u></b>			
Carried Forward			R
Section No. 2 Bill No. 4 BOUNDARY WALL			
<b>ADI INVESTMENT</b>			

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Item No		Quantity	Rate	Amount
	<b><u>SECTION NO. 2</u></b>			
	<b><u>BILL NO. 5</u></b>			
	<b><u>PROVISIONAL SUMS</u></b>			
	<b><u>EXPANDED PUBLIC WORKS PROGRAMME (EPWP)</u></b>			
A	Allow a provisional amount of R 200,000.00 (Two Hundred Thousand Rand) for the Expanded Public Works Programme		SUM	
B	Profit		%	
C	Attendance		%	
	<b><u>CLERK OF WORKS (C.O.W.)</u></b>			
D	ALLOW a provisional amount of R 60,000.00 (Sixty Thousand Rand) for the employment of a Clerk of Works for a period of 6 (six) months		SUM	
E	Profit		%	
F	Attendance		%	
	<b><u>GUARDHOUSE</u></b>			
G	Allow a provisional amount of R 114,000.00 (One Hundred and Fourteen Thousand Rand) for the construction of a Guard House		SUM	
H	Profit		%	
I	Attendance		%	
	<b><u>ROAD MARKING AND SIGNAGE</u></b>			
J	Allow a provisional amount of R 75,000.00 (Seventy Five Thousand Rand) for Road Marking and Signage		SUM	
K	Profit		%	
L	Attendance		%	
	<b>Carried Forward</b>		R	
	Section No. 2 Bill No. 5 PROVISIONAL SUMS			
	<b>ADI INVESTMENT</b>			

Brought Forward		R
<b><u>ELECTRICAL SLEEVES</u></b>		
A	Allow a provisional amount of R 35,000.00 (Thirty Five Thousand Rand) for Electrical Sleeves	SUM
B	Profit	%
C	Attendance	%
<b><u>COMMUNITY LIAISON OFFICER (C.L.O.)</u></b>		
D	Allow a provisional amount of R 50,000.00 (Fifty Thousand Rand) for the employment of a C.L.O.	SUM
E	Profit	%
F	Attendance	%
<b><u>SEWER AND WATER RETICULATION</u></b>		
G	Allow a provisional amount of R 50,000.00 (Fifty Thousand Rand) for Sewer and Water Reticulation	SUM
H	Profit	%
I	Attendance	%
Carried Forward to Summary of Section No. 2		R
Section No. 2		
Bill No. 5		
PROVISIONAL SUMS		
<b>ADI INVESTMENT</b>		

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Section No	<u><b>FINAL SUMMARY</b></u>	Page No	Amount
1	PRELIMINARIES	28	
2	EXTERNAL WORKS	41	
	Sub Total		R
	<u><b>CONTINGENCIES</b></u>		
	Allow a provision of R 50,000.00 (Fifty Thousand Rand) for contingencies to be used at the discretion of the Principial Agent and to be deducted in whole or in part if not required		SUM
	Sub Total		R
	Add value added tax @ 15%		R
	<b>Carried to Form of Tender</b>		R
	<b>ADI INVESTMENT</b>		



**TENDER NUMBER:** TKZN 01/2022

**SERVICE:** CONSTRUCTION OF NEW ACCESS ROAD, PARKING, NEW GATEHOUSE AND STORM WATER UPGRADE AT THE NELSON MANDELA CAPTURE SITE PRECINCT.

## Part C3.1 TERMS OF REFERENCE

### 1 Background

- 1.1 The KwaZulu-Natal Tourism Authority, trading as TKZN, is inviting tenders for the provision of a Contractor for the planned Phase 2 works at the Mandela Capture Site near Howick, KwaZulu-Natal Province.
- 1.2 On the 5th of August 1962, police waved down a car on a lonely country road in KwaZulu-Natal. At the wheel was Nelson Mandela, posing as a chauffeur, and his arrest was the catalyst for a series of trials, culminating in the Rivonia Treason Trial that would ultimately see him spend 27 years in prison. Today this site is marked by an impressive sculpture in the KwaZulu-Natal Midlands.
- 1.3 Designed and built to mark the 50-year anniversary of what began Nelson Mandela's 'long walk to freedom' - and the piece of land that, quite randomly, irrevocably altered the history of South Africa - a quietly powerful sculpture, stands in this silently potent space. Made possible by the Department of Cooperative Government and Traditional Affairs (COGTA), the uMngeni Municipality, the Apartheid Museum and the KwaZulu-Natal Heritage Council (AMAFA) in association with the Nelson Mandela Centre of Memory, this historic memorial site was completed and unveiled in 2012.
- 1.4 The Mandela Capture Site Precinct is still under implementation and the main aim of the project is enhancement of the Precinct for Tourism purposes to an international standard.
- 1.5 The KwaZulu-Natal Tourism Authority (TKZN) has been appointed by the National Department of Tourism as the Implementing Agent for the upgrading of infrastructure at the Mandela Capture Site.

### 2 OBJECTIVES

- 2.1 TKZN's objectives are to deliver public infrastructure using labour intensive methods in accordance with EPWP guidelines of 2015

### 3 SCOPE OF WORK

- 3.1 The scope of work shall include the surfacing of the existing access dirt road, construction of a new gatehouse, construction of a new parking area, widening the existing "Long Walk to Freedom Pathway", landscaping and construction of new pedestrian pathways and construction of storm-water infrastructure including an attenuation pond and grassed swales.

### 4 Extent of the works

- 4.1 The extent of the works shall comply with the Employer's specific brief as follows:
  - 4.1.1 Surfacing of existing dirt road
  - 4.1.2 Construction of new paved turning circle.
  - 4.1.3 Construction of New Gatehouse building
  - 4.1.4 Construction of new paved parking area, including dedicated bus park & drop off zones
  - 4.1.5 Widening of existing "Long walk to Freedom pathway"
  - 4.1.6 Construction and upgrade of all existing pedestrian walkways
  - 4.1.7 New 1.5m wide paved apron around existing Visitors Centre
  - 4.1.8 Upgrade the existing Landscape and rehabilitate disturbed ground due to the construction work
  - 4.1.9 Construction of stormwater infrastructure including an attenuation pond and grassed swales



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## 5 Location of the works

5.1 The works are located at the existing Nelson Mandela Capture Site on Remainder of Portion 2 of the farm The Grange, 14125/FT, Howick, KZN Province, South Africa.

5.2 The GPS coordinates are 29°28'06.92" S, 30°10'12.77" E

## 6 Temporary works

6.1 The contractor shall provide, erect, maintain and remove on completion of the works, a temporary office including ablution, parking, eating area, etc. as may be deemed necessary for their own use. The location of the contractor's facilities shall be pre-approved by the Principle Agent, Client & Site Operator before site establishment.

6.2 In their office there must be kept a copy of all working drawings suitably mounted, a copy of the contract documents in a good and orderly condition, the site instruction and site diary books and include any required EPWP and SHEQ documents as well as any specification referred to in the contract documents.

## 7 ENGINEERING

### 7.1 Design services

The design responsibility shall be allocated as follows:

Design Activity/Stage	Responsibility
Concept, feasibility and overall process	Employer
Basic engineering and detail layouts to tender stage	Employer
Final design to approval for construction stage	Employer
Temporary works	Employer
Preparation of as-built drawings	Employer

### 7.2 Employer's design

7.2.1 The Employer and the Employer's design agent will be responsible for the design of the permanent works unless otherwise stated. The Contractor is responsible for the design of the temporary works and their compatibility with the permanent works

### 7.3 As-built drawings and documentation

7.3.1 The Employer's design agent will be responsible for the design of the permanent works unless otherwise stated. The Contractor will be required to submit as-built drawings

7.3.2 As-built drawings to indicate the following information:

7.3.2.1 All completed architectural landscaping & civil engineering works drawings

7.3.3 The contractor must assist the principle agent in supplying the following documentation at the end of the work:

- All completion certificates as required by the client, consultants and local authority (This can include: Civil Engineering completion certificate, Electrical completion certificate, Data / IT completion certificate, Glazing installation certificate, etc.), user manuals (of installed products), warranty / guarantee certificates (For instance: Waterproofing, products installed, etc.), maintenance manuals (of installed products) etc.'

7.3.4 As-built drawings to be submitted to the following employer's required format and manner:

7.3.4.1 A paper copy complete with approval signatures of the agent/agents bound into the operating instruction manuals.

7.3.4.2 PDF & scanned signed off copies

7.3.4.3 Electronic version of approved drawings on 'Flash Drive' in AutoCAD.dwg formats





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## 7.4 Drawings

7.4.1 The following drawings are applicable to the contract:

NO.	DRAWING TITLE	DRAWING NUMBER	REVISION
<b>ARCHITECTURAL</b>			
1.	SITE DEVELOPMENT PLAN	P1808-ARC-000-01	0
2.	SITE PLAN	P1808-ARC-000-03	0
3.	GATEHOUSE SITE & ROOF PLAN	P1808-ARC-200-01	0
4.	GATEHOUSE FLOOR PLAN	P1808-ARC-200-02	0
5.	GATEHOUSE CEILING, POWER & LIGHTING LAYOUT	P1808-ARC-200-03	0
6.	GATEHOUSE BRISE-SOLEIL DETAILS SHEET 1	P1808-ARC-200-04	0
7.	GATEHOUSE BRISE-SOLEIL DETAILS SHEET 2	P1808-ARC-200-05	0
8.	GATEHOUSE BRICKWORK DETAIL DRAWINGS	P1808-ARC-200-06	0
9.	GATEHOUSE DETAIL ELEVATIONS	P1808-ARC-300-01	0
10.	GATEHOUSE 3D PERSPECTIVES	P1808-ARC-300-02	0
11.	GATEHOUSE SECTIONS	P1808-ARC-400-01	0
12.	GATEHOUSE WATERPROOFING LAYOUTS & DETAILS SHEET 1	P1808-ARC-540-01	0
13.	GATEHOUSE WATERPROOFING LAYOUTS & DETAILS SHEET 2	P1808-ARC-540-02	0
14.	GATEHOUSE SANITARYWARE SCHEDULE	P1808-ARC-635-01	0
15.	GATEHOUSE FINISHING SCHEDULE	P1808-ARC-655-01	0
16.	GATEHOUSE DOOR SCHEDULE	P1808-ARC-700-01	0
17.	GATEHOUSE SHOPFRONT SCHEDULE	P1808-ARC-700-01	0
18.	GATEHOUSE ROOF DETAILS	P1808-ARC-900-01	0
19.	GATEHOUSE DETAILS	P1808-ARC-900-02	0
20.	GATEHOUSE JOINERY DETAILS	P1808-ARC-900-03	0
21.	GATEHOUSE TILING LAYOUTS & BATHROOM ELEVATIONS	P1808-ARC-900-04	0
22.	GATEHOUSE GLAZING DETAILS SHEET 1	P1808-ARC-950-01	0
23.	GATEHOUSE GLAZING DETAILS SHEET 2	P1808-ARC-950-02	0
24.	SITE ENTRANCE GATE DETAILS	P1808-ARC-950-06	0
<b>CIVIL ENGINEER</b>			
1.	ROADS, PARKING AND STORM WATER LAYOUT	P1808-CIV-100-01	0
2.	ROAD SIGNS & MARKING LAYOUT	P1808-CIV-100-02	0
3.	GUARDHOUSE WATER & SEWER RETICULATION LAYOUT	P1808-CIV-100-03	0
4.	PLATFORM LAYOUT	P1808-CIV-100-04	0
5.	BUS BAY 1 & 2 PROPOSED PARKING LAYOUT	P1808-CIV-100-05	0
6.	PEDESTRIAN RAMPS & SPLAYS LAYOUT	P1808-CIV-100-06	0
7.	SEPTIC TANK LAYOUT DETAILS	P1808-CIV-100-07	0
8.	ROAD 1 CROSS SECTION SHEET 1 OF 3	P1808-CIV-200-01	0
9.	ROAD 1 CROSS SECTION SHEET 2 OF 3	P1808-CIV-200-02	0
10.	ROAD 1 CROSS SECTION SHEET 3 OF 3	P1808-CIV-200-03	0
11.	ROAD 2 CROSS SECTION	P1808-CIV-200-04	0
12.	ROAD, PARKING, WALKWAY PAVEMENT DETAILS	P1808-CIV-200-05	0
13.	GRID INLET	P1808-CIV-200-06	0
14.	STORMWATER BEDDING DETAILS	P1808-CIV-200-07	0
15.	ROAD SIGNS STANDARD DETAILS	P1808-CIV-200-08	0
16.	WALKWAYS TYPICAL STANDARD DETAILS	P1808-CIV-200-09	0
17.	BUS BAY GEOMETRIC LAYOUT & DETAILS	P1808-CIV-200-10	0
18.	TYPICAL SPEED HUMP & ROAD MARKING DETAILS	P1808-CIV-200-11	0
19.	TRAFFIC CIRCLE LAYOUT & DETAILS	P1808-CIV-200-12	0
20.	LAYOUT OF PARKING BAYS DETAILS	P1808-CIV-200-13	0
21.	ACCESS ROAD 1 LONG SECTIONS	P1808-CIV-300-01	0
22.	ACCESS ROAD 2 LONG SECTIONS	P1808-CIV-300-02	0
<b>STRUCTURAL ENGINEER</b>			
1.	GENERAL CONCRETE & STEEL NOTES	P1808-200-S-00	0
2.	GATEHOUSE – FOUNDATION, SURFACE BED & EAVES BEAM LAYOUT & DETAILS	P1808-200-S-01	0
3.	GATEHOUSE – STEEL ROOF LAYOUT & DETAILS	P1808-200-S-02	0
<b>LANDSCAPE ARCHITECT</b>			
1.	PLANTING PLAN TOTAL	P1808_LA_100_1	0
2.	SECTIONS	P1808_LA_200_1	0

## 8 BUSINESS PLAN

8.1 As per the NDT (National Department of Tourism) contractor to use the business plan as a guideline for the execution of the works



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JBCC PBA March 2014

**TENDER NUMBER: TKZN 01/2022**

**CONSTRUCTION OF NEW ACCESS ROAD, PARKING, NEW GATEHOUSE AND  
SERVICE: STORM WATER UPGRADE AT THE NELSON MANDELA CAPTURE SITE  
PRECINCT.**

## **Part C4.1 Site Information**

### **C4.1 THE SITE**

The site is located at the existing Nelson Mandela Capture Site on Remainder of Portion 2 of the farm The Grange, 14125/FT, Howick, KZN Province, South Africa.  
The GPS coordinates are 29°28'06.92" S, 30°10'12.77" E

### **C4.2 WORK AREA**

The contractor is restricted to the boundary of the site and the widening of the portions of the link road which is part of the scope. The site is within a public precinct and the contractor's attention is drawn to the site specific Health and Safety Specification forming part of this tender documentation.

### **C4.3 ACCESS**

Access to site through R103 Road and the Contractor shall make allowance within his tender the cost of providing traffic control for the duration of the contract.

### **General**

Not applicable.

## **Annexure A: Generic specification for Occupational Health and Safety in engineering and construction works contracts**

### **1 Scope**

This specification establishes the overarching framework within which a contractor is required to satisfy general requirements for occupation health and safety in an engineering and construction works contract.

- Note:**
- 1) This specification establishes general requirements to enable the employer and the contractor to satisfy the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2003.
  - 2) The Construction Regulations, 2003, require an employer to stop any contractor from executing construction work which is not in accordance with the contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons.

### **2 Definitions**

**Act:** the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

**competent person:** any person having the knowledge, training and experience specific to the work or task being performed

**ergonomics:** the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and overall system performance

**hazard:** a source of or exposure to danger

**incident:** an event or occurrence occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery, in which, or in consequence of which-

- a) any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or to continue with the activity for which he was employed or is usually employed;
- b) a major incident occurred; or
- c) the health or safety of any person was endangered and where-
  - i) a dangerous substance was spilled;
  - ii) the uncontrolled release of any substance under pressure took place;
  - iii) machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects; or machinery ran out of control

**inspector:** a person designated as such under section 28 the Act

**major incident:** an occurrence of catastrophic proportions, resulting from the use of plant or machinery, or from activities at a workplace

**reasonably practicable:** practicable having regard to:

- a) the severity and scope of the hazard or risk concerned;
- b) the state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk;
- c) the availability and suitability of means to remove or mitigate that hazard or risk; and
- d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving therefrom;

**risk:** the probability that injury or damage will occur

**safe:** free from any hazard

**scaffold:** any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both

**specification data:** data, provisions and variations that make this specification applicable to a particular contract

**structure**

- a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- b) any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
- c) any fixed plant in respect of work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two metres or more

**substance:** any solid, liquid, vapour, gas or aerosol, or combination thereof

**suitable:** capable of fulfilling or having fulfilled the intended function or fit for its intended purpose

### **3 Interpretation**

- 3.1** The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.
- 3.2** Compliance with the requirements of this specification does not necessarily result in compliance with the provisions of the Act.

### **4 Requirements**

#### **4.1 General requirement**

- 4.1.1** The contractor shall execute the works in a manner that complies with all the requirements of the Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring.
- 4.1.2** The contractor shall with respect to the site and the engineering and construction works that are contemplated:
  - a) identify the hazards and evaluate the risks associated with such work constituting a hazard to the health and safety of such employees and the steps that need to be taken to comply with the Act; and
  - b) as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.
- 4.1.3** The contractor shall as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards.
- 4.1.4** The contractor shall ensure that all employees under his or her control are:
  - a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
  - b) issued with proof of health and safety induction training issued by a competent person and carry proof such induction when working on site.
- 4.1.5** The contractor shall not allow or permit any employee to enter any site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.
- 4.1.6** The contractor shall ensure that each visitor to a construction site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:
  - a) undergoes health and safety instruction pertaining to the hazards prevalent on the site; and
  - b) is provided with the necessary personal protective equipment.

**4.1.7** The contractor shall provide suitable on-site signage to alert workers and visitors to health and safety requirements.

**4.1.8** The contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

## **4.2 Health and safety representatives**

**4.2.1** The contractor shall appoint in writing one health and safety representative for every 50 employees of the contractor working on the site, whenever there are more than 20 employees on the site, to:

- a) review the effectiveness of health and safety measures;
- b) identify potential hazards and potential major incidents;
- c) in collaboration with his employer, examine the causes of incidents;
- d) investigate complaints by any employee of the contractor relating to that employee's health or safety on the site;
- e) make representations to the contractor on matters arising from a), b), c) or d) or on general matters affecting the health or safety of the employees at the workplace;
- f) inspect the site with a view to, the health and safety of employees, at regular intervals;
- g) participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; and
- h) participate in any internal health or safety audit.

**4.2.2** inform the relevant safety representative:

- a) beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and
- b) as soon as reasonably practicable of the occurrence of an incident on the site.

**4.2.3** The contractor shall convene health and safety meetings whenever more than two health and safety representatives have been appointed for the site. These meetings shall be attended by all health and safety representatives and shall be convened at least once every month to:

- a) make recommendations to the employer regarding any matter affecting the health or safety of persons on the site; and
- b) discuss any incident on the site in which or in consequence of which any person was injured, became ill or died.

**4.2.4** The contractor shall consult with the health and safety committee on the development, monitoring and review of the risk assessment.

## **4.3 Appointment of construction supervisor and safety officers**

**4.3.1** The contractor shall appoint a full-time competent employee designated in writing as the construction supervisor for the site, with the duty of supervising the performance of the work falling within the scope of the contract and may appoint one or more competent employees to assist the appointed construction supervisor.

**4.3.2** A contractor may, having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction safety officer in writing, who has in the contractor's opinion the necessary competencies and resources, to assist the contractor to assist in the control of all safety related aspects on the site.

**4.3.3** The contractor shall ensure that the construction supervisor is in possession of the most recently updated version of the fall protection plan.

**4.3.4** The contractor shall ensure that the following activities, as relevant, are carried out under the supervision of a competent person and that such persons are appointed in writing:

- a) all formwork and support work operations;
- b) excavation work;
- c) demolition work;
- d) scaffolding work operations;
- e) suspended platform work operations;
- f) operation of batch plants; and

- g) the stacking and storage of articles on the site.

#### 4.4 Risk assessment

**4.4.1** The contractor performing work falling within the contract shall before the commencement of any such work and during construction work, cause a risk assessment to be performed by a competent person appointed in writing. Such an assessment shall as a minimum:

- a) identify the risks and hazards to which persons may be exposed to;
- b) analyse and evaluate the identified risks and hazards;
- c) document a plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- d) provide a monitoring plan; and
- e) provide a review plan.

**Note:** A risk assessment is an important step in protecting workers as well as complying with the law. It helps you focus on the risks that really matter in a particular workplace – the ones with the potential to cause real harm. Workers and others have a right to be protected from harm caused by a failure to take reasonable control measures. The following four steps are recommended:

- 1) **Identify the hazards** by looking at what could reasonably be expected to cause harm, ask employees or their representatives what they think, obtain advice from trade associations or publications on health and safety, check manufacturer's instructions or data sheets for chemicals and equipment as they can be very helpful in spelling out the hazards and putting them in their true perspective, review accident and ill-health records, think about long-term hazards to health (eg high levels of noise or exposure to harmful substances) as well as safety hazards etc.
- 2) **Identify who may be harmed and how** by identifying how groups of people might be harmed i.e. what type of injury or ill health might occur.
- 3) **Evaluate the risks and decide on precautions** by doing everything 'reasonably practicable' to protect people from harm i.e. by looking at how things are done, what controls are in place and how the work is organised and comparing this against good practice to see if more can be done to bring practices up to standard. Consider if the hazard can be got rid of all together, and if not how can the risks be controlled so that harm is unlikely, e.g. try a less risky option (eg switch to using a less hazardous chemical); prevent access to the hazard (eg by guarding); organise work to reduce exposure to the hazard (eg put barriers between pedestrians and traffic); issue personal protective equipment (eg clothing, footwear, goggles etc); and provide welfare facilities (eg first aid and washing facilities for removal of contamination).
- 4) **Record the findings** by writing down the findings of the risk assessment.

**4.4.2** The contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.

**4.4.3** The contractor shall require a competent person to prepare a fall protection plan in compliance with the requirements of the Construction Regulations.

**4.4.4** Notwithstanding the provisions of the fall protection plan, the contractor shall ensure that:

- a) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
- b) no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder;
- c) notices are conspicuously placed at all openings where the possibility exists that a person might fall through such openings;
- d) fall prevention and fall arrest equipment is:
  - i) suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear; and

- ii) securely attached to a structure or plant and the structure or plant and the means of attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall;
- e) fall arrest equipment is only used where it is not reasonably practicable to use fall prevention equipment; and
- f) suitable and sufficient steps are taken to ensure, as far as is reasonably practicable, that in the event of a fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.

- 4.4.5** Where roof work is being performed on a construction site, the contractor shall ensure that it is indicated in the fall protection plan that:
- a) the roof work has been properly planned;
  - b) the roof erectors are competent to carry out the work;
  - c) no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;
  - d) prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;
  - e) the areas mentioned in paragraph (d) are to be barricaded off to prevent persons from entering;
  - f) suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and
  - g) there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.

- 4.4.6** The contractor shall ensure that:
- a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;
  - b) no structure or part of a structure is loaded in a manner which would render it unsafe; and
  - c) account of specification data prepared by the designer of the structure is taken into account in the risk assessment;

**Note:** The specification data provided by the designer should outline known or anticipated dangers or hazards relating to the works and make available all information required for the safe execution of the work. It should provide as relevant, geotechnical information (or make reference to reports provided in the site information), the loading the structure is designed to withstand, the methods and sequence of construction.

## **4.5 Health and safety plans**

**4.5.1** The contractor shall within one week of the starting date and prior to commencing with the works, submit to the Project Manager for approval a suitable and sufficiently documented health and safety plan, based on this specification and the risk assessment that is conducted. No access to the site will be allowed to the contractor without the documented health and safety plan being submitted to and approved by the Project Manager.

**4.5.2** The health and safety plan shall as a minimum provide:

- a) the information contained in Table 1 in respect of each of the hazards associated with work falling within the scope of the contract; and

**Table 1: Example of the format of a health and safety plan**

What are the hazards?	Who might be harmed and how?	What are the safe work procedures for the site?	What further action is necessary (monitoring and review)?	Action by whom?	Action by when?

- b) an outline of the manner in which the contractor intends complying with the requirements of this specification.

**4.5.3** The contractor shall discuss the submitted health and safety plan with the employer's representative, modify such plan in the light of the discussions and resubmit the modified plan for approval.

**4.5.4** The contractor shall apply the approved health and safety plan from the date of commencement of and for the duration of the works to which this specification applies.

**4.5.5** The contractor shall conduct periodic audits for compliance with the approved health and safety plan at intervals agreed upon with the employer, but at least once every month.

**4.5.6** The contractor shall update the health and safety plan whenever changes to the works are brought about.

#### **4.6 Subcontractors**

**4.6.1** The contractor may only subcontract work in terms of a written subcontract and shall only appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to perform the work falling within the scope of the contract safely. Such a subcontract shall require that the subcontractor shall:

- a) shall co-operate with the contractor as far as is necessary to enable both the contractor and sub-contractor to comply with the provisions of the Act; and
- b) as far as is reasonably practicable, promptly provide the contractor with any information which might affect the health and safety of any person at work carrying out work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.

**4.6.2** The contractor shall provide any sub-contractor who is submitting a tender or appointed to perform a sub-contract falling within the scope of the contract, with the relevant sections of this specification and associated specification data which might be pertinent to the sub-contract.

**4.6.3** The contractor shall take reasonable steps as are necessary to ensure:

- a) co-operation between all sub-contractors to enable each of those sub-contractors to comply with the requirements of the Act and associated regulations; and
- b) that each sub-contractor's health and safety plan is implemented.

**4.6.4** The contractor shall conduct periodic audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site at intervals agreed upon with such contractors, but at least once per month.

**4.6.5** The contractor shall stop any contractor from executing construction work which is not in accordance with the contractor's or subcontractor's health and safety plan for the site or which poses a threat to the health and safety of persons.

**4.6.6** The contractor shall ensure that where changes to the works occur, sufficient health and safety information and appropriate resources are made available to subcontractor to execute the work safely.

**4.6.7** The contractor shall ensure that:

- a) every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site;
- b) potential subcontractors submitting tenders have made provision for the cost of health and safety measures during the construction process; and
- c) every subcontractor has in place a documented health and safety plan prior to commencing any work on site which falls within the scope of the contract.



**4.6.8** The contractor shall receive, discuss and approve health and safety plans submitted by subcontractors.

**4.6.9** The contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.

**4.6.10** The contractor shall reasonably satisfy himself that all employees of subcontractors are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

The contractor shall satisfy himself that ensure that all subcontractor employees deployed in the site are:

- a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
- b) issued with proof of health and safety induction training issued by a competent person and carry proof such induction when working on site.

#### **4.7 Reporting of incidents**

The contractor shall notify the employer's representative of any incident as soon as possible after it has occurred and report such incidence to an inspector.

#### **4.8 Administration**

##### **4.8.1 Notification of intention to commence construction work**

The contractor shall notify the Provincial Director of Labour in writing using a form similar to that contained in Annexure A of the Construction Regulations issued in terms of the Act before construction work commences and retain a copy of such notification in the health and safety file where such work:

- a) involves the demolition of a structure exceeding a height of 3m;
- b) involves the use of explosives to perform construction work;
- c) involves the dismantling of fixed plant at a height greater than 3m;
- d) exceeds 30 days or will involve more than 300 person days of construction work; and includes:
  - i) excavation work deeper than 1m; or
  - ii) working at a height greater than 3 m above ground or a landing.

##### **4.8.2 Health and safety file**

**4.8.2.1** The contractor shall maintain a health and safety file on site which contains copies of the following, as relevant:

- a) the notification made to the Provincial Director of Labour in terms of 4.4.1;
- b) the letters of appointments of health and safety representatives;
- c) the minutes of all health and safety meetings;
- d) a comprehensive and updated list of all the subcontractors (domestic) employed on site by the contractor, indicating the type of work being performed by such sub-contractors;
- e) a copy of each and every subcontract agreement;.
- f) the contractor's health and safety plan;
- g) the health and safety plans of all the contractor's subcontractors who are required to provide such plans;
- h) the recommendations made to the contractor by the health and safety committee referred to in 4.2.3
- i) any report made to an inspector by the health and safety committee referred to in 4.2.3; and

- j) the findings of all audit reports made regarding the implementation of the contractor's or a subcontractor's health and safety plan;
- k) proof that the contractor and every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- l) the inputs of the safety officer, if any, into the health and safety plan;
- m) a copy of risk assessments made by competent persons;
- n) details of induction training conducted whenever it is conducted;
- o) proof of all subcontractor's induction training whenever it is conducted;
- p) letters of appointments for competent persons to supervise prescribed activities;
  
- q) proof of the following where suspended platforms are used:
  - i) a certificate of system design issued by a professional engineer, professional certificated engineer or a professional engineering technologist;
  - ii) proof of competency of erectors;
  - iii) proof of compliance of operational design calculations with requirements of the system design certificate;
  - iv) proof of performance test results;
  - v) sketches indicating the completed system with the operational loading capacity of the platform;
  - vi) procedures for and records of inspections having been carried out;
  - vii) procedures for and records of maintenance work having been carried out;
  - viii) proof that the prescribed documentation has been forwarded to the provincial director;
- r) records of the register of inspections made by a competent person immediately before and during the placement of concrete or any other load on formwork; and
- s) the names of the first aiders on site and copies of the first aid certificates of competency.

**4.8.2.2** The health and safety file shall be made available for inspection by any inspector, subcontractor, employer's representative, employer's agent, health and safety representative or employee of the contractor upon the request of such persons.

**4.8.2.3** The contractor shall hand over the health and safety file to the employer upon completion of the contract together with a record of all drawings, designs, materials used and other similar information concerning the completed structure.

#### **4.9 First aid, emergency equipment and procedures**

The contractor shall where more than five employees are employed at a workplace, provide a first aid box or boxes at or near the workplace which shall be available and accessible for the treatment of injured persons at that workplace. Such first aid boxes shall contain suitable first aid equipment.

The contractor shall ensure that where there are more than 10 employees employed on the site that for every group of up to 50 employees at that workplace, at least one person is readily available during normal working hours, who is in possession of a valid certificate of competency in first aid.

ANNEXURE B:

TRAINING MONTHLY SUMMARY SHEET

Name of Contractor  
Project Name  
Project Number  
Applicable Month

No of Working Days: Maximum including training = 23 days per month

Number	Surname	Initials	First Name	ID Number	Birth Date	Course Name	Course Code	Rate per day	Start Date	End Date	Total Number of Trainees	Number of Days	Cost	Status	Training Provider
1															
2															
3															
4															
5															
6															
7															
8															
9															
10															
11															
12															
13															
14															
15															
16															
17															
18															
19															
20															
20	Totals for month														

Signature Official \_\_\_\_\_

DAILY SITE ATTENDANCE REGISTER

Name of Contractor  
Project Name

Project Number  
Month:

1 = At Work      A = Absent      L = Leave      SC = Site Closed  
SL = Sick Leave      P = Public Holiday      2 = Training

Validation: Cannot  
be more than 23  
days per person per  
month.

	Surname	Initials	ID Number	Birth Date	Rate per day ( R)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total Work days	Total Training Days	Total work days & training days
1																																							
2																																							
3																																							
4																																							
5																																							
6																																							
7																																							
8																																							
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17																																							
18																																							
19																																							
20																																							
20	TOTALS																																						

Signature of CLO

Week 1: Signature of Contractor

Validation:    Total work days    0  
Total training days    0

Week 1 -2: Signature of Contractor Organisation

Week 2: Signature of Contractor

Total work days  
+ training days    0  
Variance    0  
Variance must  
be 0

Week 3-4: Signature of Contractor Organisation

Week 3: Signature of Contractor

Week 4: Signature of Contractor

BENEFICIARY LIST

Name of Contractor  
Project Name  
Project Number  
Month:

Number of workers	Name	Initials	Surname	ID Number	Date of Birth	Gender	Disability (Y?N)	Highest Level of Education	Start Date	End Date	First Language ID	Address	Contact Number	Government Grant (Y/N)	Other Language ID 1	Other Language ID 2	Number of people in Household	Number of Dependants in Household	Number of Children attending school
1																			
2																			
3																			
4																			
5																			
6																			
7																			
8																			
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27																			
28																			
29																			

Signature of CLO \_\_\_\_\_

**ANNEXURE C:****CALCULATION OF PENALTIES**

JBCC PBA March 2014

**CALCULATION OF PENALTY PER DAY (EXCLUDING VAT)**

CONTRACT PERIOD	RATE PER R100 OF ESTIMATE
1 month	27.6 CEnts
1.5 months	22 cents
2 months	16.6 CEnts
2.5 months	13.6 CEnts
3 months	11 cents
3.5 months	9.6 CEnts
4 months	8.6 CEnts
4.5 months	7.6 CEnts
5 months	6.26 CEnts
<b>6 months</b>	<b>5.76 CEnts</b>
7 months	4.76 CEnts
8 months	4 cents
9 months	3.76 CEnts
10 months	3.6 CEnts
11 months	3 cents
12 months	2.76 CEnts
14 months	2.6 CEnts
15 months	2.26 CEnts
16 months	2 cents
18 months	1.76 CEnts
20 months	1.6 CEnts
21 months	1.6 CEnts
24 months	1.26 CEnts
30 months	1 cent
36 months	1 cent
42 months	1 cent

**PENALTY PER DAY ROUNDED OFF AS FOLLOWS:**

R0	-	R500	nearest	R5
R501	-	R1,000	nearest	R10
R1,001	-	R5,000	nearest	R50
R5,001	-	and above	nearest	R100

## EXAMPLE

JBCC PBA March 2014

$$\begin{aligned}\text{Estimated contract value} &= \text{R2 500 000 (excluding VAT)} \\ \text{Contract period} &= 12 \text{ months} \\ & \text{R2,500,000} \times \frac{0.0275}{100} \\ &= \text{R687.50/day}\end{aligned}$$

Therefore rounded off to the nearest R10.00

$$= \text{R690.00/day}$$

## PENALTIES ON CONTRACTS IN PHASES

Penalties must be calculated proportionally on the estimated contract value of each phase