

DEPARTMENT OF SPORT, ARTS AND CULTURE
UMSUNDUZI MUSEUM KZN



BILLS OF QUANTITIES

with GCC for Construction Works - Second Edition 2010

RETURNABLE DOCUMENT ONE VOLUME APPROACH

Refurbishment and Upgrading of uMsunduzi Museums Buildings

Architect/Principal Agent

Bartsch Consult (Pty) Ltd
01 George McFarlane Lane, NTE House, Redlands Office Park
Pietermaritzburg
3201

Tel Number: 033- 347 1325
Fax Number:
tertius@bartschkzn.co.za

Employer:

UMSUNDUZI MUSEUM
351 Langabalilele Street
PIETERMARITZBURG
3200

Tel Number: 033- 394 6834
Fax Number:

Tender Number:	MST04 of 2023	Project Code:	N/A
CIDB Grading:	6GB or Higher	Document Date:	16-Nov-2023
		Contract Period:	6 Calendar Months

Contracting Party: _____

CIDB Registration number: _____

Central Suppliers Database Registration Number: _____

UMSUNDUZI MUSEUM KZN

BILLS OF QUANTITIES

FOR

Refurbishment and Upgrading of uMsunduzi Museums Buildings

Mechanical Engineer

LSG International
PO Box 37602
Overport
4067
031- 205 2335
shaylen@lsgconsulting.co.za

Employer

UMSUNDUZI MUSEUM
351 Langabalilele Street
PIETERMARITZBURG
3200
Tel Number: 033- 394 6834
Fax Number:

Structural Engineer

Vigar and Associates
22 Montrose Park Blvd, Victoria Country
Pietermaritzburg
3201
Tel Number 033 347 3606
Fax Number
david@vigar.co.za

Electrical Engineer

Hamsa Consulting Engineers
Suite 407, 4th Floor, Strauss Daly Place
41 Richefond Cir, Umhlanga Ridge,
Durban
4319
Tel Number 031-572 5723
Fax Number 086-650 6477

Tender Number: MST04 of 2023

CIDB Grading: 6GB or Higher

Project Code: N/A

Document Date: 16-Nov-2023

Refurbishment and Upgrading of uMsunduzi Museums Buildings



THE TENDER

1. PART T1: TENDER PROCEDURES

Page No No of Pages

T1.1	Tender Notice and Invitation to Tender	8 - 12	5
T1.2	Tender Data	14 - 17	4
T1.3	Annexure C - Standard Conditions of Tender	19 - 26	8

2. PART T2: RETURNABLE DOCUMENTS

T2.1	List of Returnable Documents	28 - 30	3
T2.2	Authority to Sign Tender	31	1
T2.3	Authority for Consortia or Joint Venture's to Sign Tender	32 - 33	2
T2.4	Special Resolution of Consortia or Joint Venture's	34 - 36	3
T2.5	Joint Venture Involvement Declaration	37 - 38	2
T2.6	Schedule of Proposed Sub-Contractors	39 - 43	5
T2.7	Capacity of Tenderer	44 - 49	6
T2.8	Financial Standing and other resources of Business Declaration	50	1
T2.9	Preference Certificate	51 - 52	2
T2.10	Site Inspection Certificate as proof for attendance of compulsory briefing meeting	53	1
T2.11	Bidders Disclosure - SBD 4	54 - 56	3
T2.12	Record of Addenda to Tender Documents	57	1
T2.13	Particulars of Sub-Contractors	58 - 61	4
T2.14	Schedule of Imported Materials and Equipment	62	1
T2.15	Declaration of Tenderers Past SCM Practices - SBD 8	63 - 64	2
T2.15a	Annual Financial Statement for past financial year	65	1
T2.16	Equipment Schedules - HVAC, Electrical and Lift	66 - 87	22
T2.17	Contractor's Safety, Health and Environmental Declaration.	88	1
T2.18	Compulsory Enterprise Questionnaire.	89	1
T2.19	Tax Compliance Status (TCS) PIN to verify on line Compliance Supplier Status via e-Filing	90	1
T2.20	Certified Proof of Good Standing with the Compensation Commissioner (Attach)	91	1
T2.21	Form of Offer and Acceptance (Bound into Section 1 of 2)	92-94	3
T2.21a	Confirm Receipt of Offer and Acceptance	95	1
T2.22	Bill of Quantities - Summary Page (Attach)	96	1
T2.23	Certified Proof of Paid Municipal Rates and Taxes (Attach)	97	1
T2.24	Certified Proof of UIF Registration (Attach)	98	1
T2.25	The National Industrial Participation Programme	99-100	2
T2.26	Certificate of Independent Tender Determination - SBD 9	101-103	3
T2.27	Certified Proof of Registration Number on the Central Suppliers Database	104	1
T2.28	Certified Proof of CIDB Registration Number	105	1
T2.29	Pricing Schedule	106-107	2
T2.30	Contract Form - Purchase of Goods/Works - Part 1	108	1
T2.31	Contract Form - Purchase of Goods/Works - Part 2	109	1
T2.32	Required Structure of Contractor's detailed OHSE Plan	110	1
T2.33	Contract Form - rendering of Services SBD 7.2	111-112	2
T2.34	Functionality Criteria	113-117	5
T2.35	Invitation to Tender - SBD 1	118-121	4
T2.36	Proof of working capital	122	1
T2.38	Schedules of years of experience of key personnel	123-132	10
T2.39	Competency and construction experience	133	1
T2.40	Methodology and approach	134	1
T2.41	Letter of intent to provide a construction guarantee	135	1
T2.42	Schedule of Targeted Sub-Contractors	136	1

THE CONTRACT

3. PART C1: AGREEMENT AND CONTRACT DATA

C1.1	Form of Offer and Acceptance	141	1
C1.2	Contract Data	143-151	9
C1.3	Form of Guarantee	153 - 155	3

4. PART C2: PRICING DATA

C2.1	Pricing Instructions	157 -160	4
C2.2	Preliminaries & General	161	1
C2.3	Bills of Quantities	162	1

5. PART C3: SCOPE OF WORKS

C3.1	Scope of Works	164-171	8
C3.2	Specification for HIV/AIDS awareness	172-174	3
C3.3	HIV/STI Compliance report	175-176	2

6. PART C4: SITE INFORMATION

C4.1	Site Information	178	1
------	------------------	-----	---

7. DRAWINGS

C5.1	List of Drawings	179	1
------	------------------	-----	---

8. ANNEXURES

Annexure 0	Preliminaries and BOQ		118
Annexure 1	Model Preambles to Trades		51
Annexure 2	Electrical Installation Specifications		44
Annexure 3	Lift Specification		21
Annexure 4	HVAC Specification		60
Annexure 5	Roof Specification		38
Annexure 6	Joint Venture Agreement		7
Annexure 7	Health and Safety BOQ		2
Annexure 8	Builders Lien Agreement		1

IMPORTANT NOTICE TO TENDERERS

"Any reference to words Tender or Tenderder herein and/or in any other documentation shall be construed to have the same meaning as the words Tender or Tenderer.

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

No alternativeTenders will be accepted.

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

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

Refurbishment and Upgrading of uMsunduzi Museums Buildings

The Tender

Refurbishment and Upgrading of uMsunduzi Museums Buildings

PART T1. - TENDER PROCEDURES

Refurbishment and Upgrading of uMsunduzi Museums Buildings

T1.1 - TENDER NOTICE AND INVITATION TO TENDER

T1.1 TENDER NOTICE AND INVITATION TO TENDER			
THE UMSUNDUZI MUSEUM KZN INVITES TENDERS FOR THE PROVISION OF:			
Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code:	N/A
Advertisement date:	2023/11/16	Closing date:	2023/12/14
Closing time:	11:00	Validity period:	120 Calender Days

It is estimated that tenderers must have a CIDB contractor grading designation of 6GB or higher. The main contractor is expected to provide sub- contractors for Mechanical and Electrical services with a CIDB grading of 4ME or higher, and 4EE or higher.

	It is estimated that Potentially Emerging enterprises should have a CIDB contractor grading of (N/A) and satisfy the criterion stated in the Tender Data. (<i>Only applicable if Client has an Official Mentorship programme in place to assist potentially emerging enterprises</i>) All Tenderer's should have a CIDB Class of Construction Contractor Grading Designation as indicated above. No Tenderer with a PE status can be considered If " N/A " is indicated above because the Museum does not have an Official Mentorship Programme in place to assist a Potentially Emerging Enterprise.
--	--

Only Tenderder's who are responsive to the following minimum responsiveness criteria are eligible to submit Tenders:

X	Only those tenderers who 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 : 6GB or higher, class of construction work, are eligible to have their Tenders evaluated.
X	The Main Contractor must employ a Electrical Sub- contractor with a CIDB grading of 4 EB PE or higher and that fulfills the functionality and quality criteria set out in T2.1, T2.6.2, T2.16.5, T2.13.2, T2.16.2, T2.38.2 and T2.34
X	The Main Contractor must employ a HVAC Sub- contractor with a CIDB grading of 4 ME or higher and that fulfills the functionality and quality criteria set out in T2.1, T2.6.1, T2.13.1, T2.16.1, T2.16.4, T2.38.1 and T2.34.
X	The Main Contractor must employ a Lift Sub- contractor with a CIDB grading of 2 SI or higher and that fulfills the functionality and quality criteria set out in T2.1, T2.6.3, T2.13.3, T2.16.3, T2.16.6, T2.16.7, T2.38.3 and T2.34.
X	Joint ventures are eligible to submit tenders provided that: 1 every member of the joint venture is registered with the CIDB; 2 the lead partner has a contractor grading designation in the 6GB or higher, class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status 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 tendered for a : 6GB or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.
X	Tender document must be properly received on or before the tender closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Tender).
X	Submission of Compulsory Returnable Schedules documents as per List of returnable documents.
X	Tax Compliance Status (TCS) PIN number and Tenderder's or entity tax reference number.
X	Contractor's Safety, Health and Environmental Declaration.
X	Complete priced Bill of Quantities to be submitted on the day of the Tender closing date.
X	Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a Tenderder may not be awarded a contract if he/she is not registered and in good standing with the Compensation Commissioner.
X	Certified Proof of Paid Municipal Rates and Taxes (Attach) (T2.23)
X	Certified Proof of UIF Registration (Attach) (T2.24)
X	Financial Standing and other resources of Business Declaration (T2.8)
X	Compulsory Enterprise Questionnaire. (T2.18)
X	Tenderers must meet the minimum qualifying score of 70 for functionality criteria first, before they can be considered for price and preference.
	Invitation to Tender - SBD 1

Please note the following for POPIA:

By submitting this tender, I hereby acknowledge consent that the KZN Department of Public Works, may, from time to time, collect/store/use/destroy/delete/share or otherwise process my Company and Director's/Shareholders personal information as the context or circumstances may require and as contemplated in terms of POPIA ☐ (TICK)

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR TENDER BEING DISQUALIFIED)

Name of Tenderer: _____

Postal Address: _____

Street Address: _____

Telephone Number CODE _____ NUMBER _____

Cellphone Number: _____

Facsimile Number: CODE _____ NUMBER _____

E-mail Address: _____

VAT Registration Number: _____

[Tick Applicable Box]

TAX COMPLIANCE STATUS (TCS) PIN TO VERIFY ON LINE COMPLIANCE SUPPLIER STATUS VIA SARS e-FILING (T2.19)

YES ☐ or NO ☐

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED? [If yes enclose proof]

YES ☐ or NO ☐

This tender will be evaluated according to the preferential procurement model in the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022:

☒ 80/20 Preference point scoring system

NOTE

Refer to T2.34 - Functionality Criteria

Functionality requirement:	70	Points
Price:	80	points
1. The Specific Goal/s Allocated Points in terms of this Tender:		
Preference points system: Preferences are offered to Tenderer's who have attained points for the specific goals in accordance with the table below; Documentary Proof is required to satisfy the points claimed are also indicated in the table below.		
NO	SPECIFIC GOAL	Number of Points Allocated
1	Specific Goals (As item 2 below)	20 Points

2. Other specific goals (according to the PPPFA):			
(a)	Black ownership	12	Points
(b)	Women Ownership	4	Points
(c)	Disability Ownership	2	Points
(d)	Youth Ownership	2	Points
Total must equal 20 points		20	Points

Notes:

- 1 The successful Tenderer will be required to fill in and sign a written GCC 2010 2nd Edition Contract.
- 2 Tenderers should ensure that Tenders are delivered timeously to the correct address. If the Tender is late, it will not be accepted for consideration.
- 3 The requirements in respect of the application of 80/20 preference points scoring system, will apply and the points reflected above for preferences will be adjusted accordingly on a pro-rata basis if required.
- 4 The Tender box is generally open during official working hours.
- 5 All Tenders must be submitted on the official forms – (Not to be re-typed)
- 6 THIS Tender IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (GCC2010) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
- 7 **The documentary proof required to satisfy the points claimed for specific goals in terms of this tender, are duly indicated on the table (1) above.**
- 8 Where stated in the tender data that a two-envelope system has been followed, open only the non-financial proposal of valid tenders in the presence of tenderer's agents, who choose to attend, at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

Evaluate that non-financial proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals are to be opened.

Open only the financial proposals of tenderers who, in the Functionality evaluation score, have more than the minimum number of points for Functionality stated in the tender data, and announce the score obtained for the non-financial proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose non-financial proposals failed to achieve the minimum number of points (70 out of 100) for Functionality.

THE PHYSICAL ADDRESS FOR COLLECTION OF TENDER DOCUMENTS:

Tender documents are via e-tenders there are no hard copies to be collected

COMPULSORY CLARIFICATION MEETING

A Compulsory clarification Meeting with representatives of the Employer will take place as follows:

11:00am

on: **27-11-2023**

QUERIES REGARDING THE TENDERING PROCEDURE OR TECHNICAL INFORMATION MAY BE DIRECTED TO:

Project Manager:	Ms. Serica Charles-CHARLES CONSULTING	Telephone no:	031-2668615
Cell no:	0836568872	Fax no:	
E-mail:	serica@vcaqs.co.za		

DEPOSIT / RETURN OF TENDER DOCUMENTS:

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

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

All tenders must be submitted on the official forms – (not to be re-typed)

TENDER DOCUMENTS MAY BE:

DEPOSITED IN THE TENDER BOX AT:
<p>uMsunduzi Museum 351 Langalibalele Street Pietermaritzburg</p>



an agency of the
Department of Sport, Arts and Culture

Refurbishment and Upgrading of uMsunduzi Museums Buildings

T1.2 - TENDER DATA

T1.2 TENDER DATA			
Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Project Code:	N/A		
Tender no:	MST04 of 2023	Closing date:	2023/12/14
Closing time:	11:00	Validity period:	120 Calender Days
Clause number:			
	<p>The conditions of Tender are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as per Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019 as amended from time to time. (see www.cidb.org.za) Refer to Conditions of Tender as bound into this document.</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.</p>		
C.1.1	<p>The Employer is the (UMSUNDUZI MUSEUM-Province of KwaZulu-Natal)</p> <p>For this contract the <u>single volume</u> approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 5 of the CIDB's "Standard for Uniformity in Engineering and Construction Works Contracts."</p> <p>The list of Returnable Documents identifies which of the documents a Tenderder must complete when submitting a Tender. The Tenderder must submit his Tender by completing the Returnable Documents including the priced Final Summary of the Bills of Quantities, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the whole of the procurement document back to the Museum bound up as it was when it was received.</p>		
C.1.2	<p>The single volume procurement document issued by the Employer comprises the following:</p> <p>TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender Notice and Invitation to Tender</p> <p>T1.2 - Tender Data</p> <p>T1.3 - Annexure C - Standard Conditions of Tender</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules (See different forms listed in T2.1 - Returnable Schedule)</p> <p>CONTRACT</p> <p>Part C1: Agreements and Contract Data</p> <p>C1.1 - Form of Offer and Acceptance</p> <p>C1.2 - Contract Data</p> <p>C1.3 - Form of Guarantee</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing Instructions</p> <p>C2.2 - Preliminaries</p> <p>C2.3 - Bills of Quantities</p> <p>Part C3: Scope of works</p> <p>C3.1 - Scope of work</p> <p>C3.2 - HIV Specification</p> <p>C3.3 - HIV Compliance</p>		

Part C4: Site information															
C4.1 -	Site Information														
Part C5: List of Drawings/Annexure's															
C5.1 -	List of Drawings and Annexures														
	Annexures:														
	Preliminaries and BOQ														
	Standard Preambles for all Trades														
	Electrical Installations Specification														
	Lift Specification														
	HVAC Specification														
	Roof Specification														
	JV Agreement														
	Health and Safety BOQ														
	Builder Lien Agreement														
C.1.4	<p>The Employer's agent (Engineer/Principal Agent) is:</p> <table border="1"> <tr> <td>Name:</td> <td>Bartsch Consult (Pty) Ltd</td> </tr> <tr> <td>Capacity:</td> <td>Principal Agent/Engineer</td> </tr> <tr> <td>Address:</td> <td>PO Box 1097 , Ladysmith , 3370</td> </tr> <tr> <td>Tel:</td> <td>033-347-1325</td> </tr> <tr> <td>Fax:</td> <td></td> </tr> <tr> <td>E-mail:</td> <td>tertius@bartschkzn.co.za</td> </tr> <tr> <td>Responsible person:</td> <td>Mr. Tertius Meintjes</td> </tr> </table> <p>The second sentence shall read "Communications to be in English as this is generally accepted as a business language"</p>	Name:	Bartsch Consult (Pty) Ltd	Capacity:	Principal Agent/Engineer	Address:	PO Box 1097 , Ladysmith , 3370	Tel:	033-347-1325	Fax:		E-mail:	tertius@bartschkzn.co.za	Responsible person:	Mr. Tertius Meintjes
Name:	Bartsch Consult (Pty) Ltd														
Capacity:	Principal Agent/Engineer														
Address:	PO Box 1097 , Ladysmith , 3370														
Tel:	033-347-1325														
Fax:															
E-mail:	tertius@bartschkzn.co.za														
Responsible person:	Mr. Tertius Meintjes														
C.1.6	<table border="1"> <tr> <td>PP2-Competitive Selection Procedure</td> <td>Design by Employer</td> </tr> <tr> <td colspan="2">PP2E-Proposal Procedure using the two envelope system</td> </tr> <tr> <td colspan="2">Tenderers must meet the minimum qualifying score for functionality criteria first before they can be considered for price and preference.</td> </tr> </table>	PP2-Competitive Selection Procedure	Design by Employer	PP2E-Proposal Procedure using the two envelope system		Tenderers must meet the minimum qualifying score for functionality criteria first before they can be considered for price and preference.									
PP2-Competitive Selection Procedure	Design by Employer														
PP2E-Proposal Procedure using the two envelope system															
Tenderers must meet the minimum qualifying score for functionality criteria first before they can be considered for price and preference.															
C.2.1	<p>For eligibility refer to T1.1 Tender Notice and Invitation to Tender</p> <p>This is not an EPWP project</p>														
<p>Only those tenderers who 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 :</p> <p>6GB or higher class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1 every member of the joint venture is registered with the CIDB; 2 the lead partner has a contractor grading designation in the 6GB or higher, class of construction work; or not lower than one level below the required the required grading designation in the class of works construction works under considerations and possess the required recognition status 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 tendered for a : <ul style="list-style-type: none"> 6GB or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations. 															
	<p>See end of T2.3 AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN TENDER for combinations of JV's arrangements.</p> <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> <input type="checkbox"/> </div>														
C.2.7	For particulars regarding a pre-tender site inspection meeting (clarification meeting), see T1.1 Tender Notice and Invitation to Tender.														

C.2.12	Alternative tender offer permitted:	Yes		No	X
	If a tenderer wishes to submit an own alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.				
	Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.				
	Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.				
	The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.				
	Only the complete Service as per the Bills of Quantities				
C.2.13.2	Tenderers are to ensure that their company details appear on the entire relevant Tender documentation and must be legible.				
C.2.13.3	Part of each tender offer communicated on paper shall be submitted as an original, plus ONE copy of the tender document including supporting documents and priced Bill of Quantities where applicable, scanned onto a readable compact disk (CD) in pdf format, at the Tenderers own cost. The CD must be clearly marked with the tender information and company details.				
C.2.13.4	The second sentence shall read as follows "The Employer will hold all authorised signatories jointly and severally liable on behalf of the tenderer". Tenderers proposing to contract as a Joint Venture shall submit a valid Joint Venture Agreement before the Joint Venture's offer could be accepted. Individuals, Partnerships and Companies proposing to contract as a party to a Joint Venture shall be jointly and severally liable on behalf of the Joint Venture.				
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per T1.1 Tender Notice and Invitation to Tender .				
	A Proposal Procedure using the two envelope system will be followed				
C.2.15	The closing time for submission of tender offers is as per T1.1 Tender Notice and Invitation to Tender .				
C.2.16	The tender offer validity period is as per T1.1 Tender Notice and Invitation to Tender .				
C.2.17	Sub-clause C2.17 does not preclude the negotiation of the final terms of the contract with the preferred tenderer, following a competitive selection process, should the Employer elect to do so and provided that the competitive position of the preferred tenderer is not affected.				
	The tenderer is to submit the Priced Bills of Quantities with the Returnable's at the closing of the tender.				
	This is not an EPWP project				
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.				
C.2.22	Tenderers do not have to return all retained tender documents within 28 days after expiry of the Tender validity period.				
	Tenderers are to refer to List of Returnable Schedules and Scope of Works to establish what is required to be submitted with this tender.				
C.3.4	The location for opening of the tender offers, immediately after the closing time thereof shall be at: uMsunduzi Museum, 351 Langalibalele Street, Pietermaritzburg				
C.3.8	The employer must determine, on opening and before detailed valuation, whether each Tender offer properly received: a) complies with the requirements of the Conditions of Tender. b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the Tender documents.				

	<p>A responsive tender is one that conforms to all the terms, conditions and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> a) detrimentally affect the scope, quality, or performance of the Works, services or supply identified in the Scope of Work or b) significantly change the Employers or the Tenderers risks and responsibilities under the contract, or c) affect the competitive position of other Tenderers presenting responsive tenders, if it were to be rectified. <p>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
C.3.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> (a) Tenderders must be registered on Government's Central Supplier Database (CSD) and include their master registration number (MAAA number) on the cover page of the tender document in order to enable the institution to verify the tenderers tax status on the CSD (b) the Tenderder is registered with the Construction Industry Development Board in an appropriate contractor grading designation is required for this tender and the Tenderder has submitted a CIDB certificate of registration which clearly indicates the status "Active" (c) the Tenderder is not in arrears for more than 3 months with municipal rates and taxes and municipal services charges. (d) the Tenderder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderder's ability to perform to the contract in the best interests of the employer or potentially compromise the Tender process. (e) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector; and (f) the Tenderder has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. (g) the Tenderder is registered with: <ul style="list-style-type: none"> i) the Unemployment Insurance Fund (UIF); and ii) the Workmen's Compensation Fund (h) the Tenderder submitted Authority to Sign the tender. <ul style="list-style-type: none"> (i) the Tenderder submitted Financial standing & other resources of Business Declaration. (j) the Tenderder submitted Equipment Schedules, if applicable. (k) the Tenderder signed the Form of Offer that is part of the Form of Offer and Acceptance. (l) the Tenderder submitted Preference Certificate, if applicable. (m) the Tenderder submit Final Summary of Bill of Quantities at tender closing. (n) the Tenderder submitted Declaration of Interest. (o) the Tenderder submitted Site Inspection Certificate from the Compulsory Briefing Meeting (p) All information required to assess 'Functionality' as per Tender Data scheduled requirements <p>Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Tenderder as described in the form of offer and acceptance.</p>
C.3.15	Tenderders are informed that any formal dispute shall be resolved by being referred to Arbitration only.
C.3.17	Provide to the successful Tenderder one copy of the signed contract document and one copy of an unpriced bills of quantities

Refurbishment and Upgrading of uMsunduzi Museums Buildings

T1.3 - Annexure C - Standard Conditions of Tender

T1.3 - Annexure C - Standard Conditions of Tender

Note: Where this document refers to Bid or Bidder it shall be read as tender or tenderer

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently and comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderer's shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and the tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the **tender data**.

C.1.3 Interpretation

C.1.3.1 The **tender data** and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the **tender data** and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

- C.1.5.1** An employer may, prior to the award of the tender, cancel a tender if-
- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
 - b) funds are no longer available to cover the total envisaged expenditure; or
 - c) no acceptable tenders are received.
 - d) there is a material irregularity in the tender process.
- C.1.5.2** The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.
- C.1.5.3** An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

- C.1.6.2.1** Where the **tender data** requires that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
- C.1.6.2.2** All responsive tenderers, or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the **tender data**, shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- C.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- C.1.6.2.4** The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1

Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the **tender data**, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2

Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the **tender data**, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the **tender data** and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the **tender data**, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the **tender data**, in order to take the addenda into account.

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

- C.2.10.4** State the rates and prices in Rand unless instructed otherwise in the **tender data**. The conditions of contract identified in the contract data may provide for part payment in other currencies.
- C.2.11 Alterations to documents**
Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.
- C.2.12 Alternative tender offers**
- C.2.12.1** Unless otherwise stated in the **tender data**, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- C.2.12.2** Accept that an alternative tender offer must be based only on the criteria stated in the **tender data** or criteria otherwise acceptable to the employer.
- C.2.12.3** An alternative tender offer must only be considered if the main tender offer is the winning tender.
- C.2.13 Submitting a tender offer**
- C.2.13.1** Submit one tender offer only, either as single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the **contract data** and described in the **scope of works**, unless stated otherwise in the **tender data**.
- C.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the **tender data**, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4** Sign the original and all copies of the tender offer where required in terms of the **tender data**. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the **tender data**, as well as the tenderer's name and contact address.
- C.2.13.6** Where a two-envelope system is required in terms of the **tender data**, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the **tender data**, as well as the tenderer's name and contact address.
- C.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the **tender data**.
- C.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the **tender data**.
- C.2.14 Information and data to be completed in all respects**
Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- C.2.15 Closing time**
- C.2.15.1** Ensure that the employer receives the tender offer at the address specified in the **tender data** not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2** Accept that, if the employer extends the closing time stated in the **tender data** for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- C.2.16 Tender offer validity**
- C.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the **tender data** after the closing time stated in the **tender data**.
- C.2.16.2** If requested by the employer, consider extending the validity period stated in the **tender data** for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substitutes by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period lapses before the employer evaluating the tender offer(s), the contractor reserves the right to review the price based on Consumer Price Index (CPI)

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employers request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the **tender data**.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the **contract data**.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the **tender data**.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the **tender data**.

C.3 The employer's undertakings

C.3.1 Respond to request from the tenderer

C.3.1.1 Unless otherwise stated in the **tender data**, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the **tender data** and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) days before the tender closing time stated in the **tender data**. If, as a result a tenderer applies for an extension to the closing time stated in the **tender data**, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the **tender data**, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the **tender data**. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the **tender data**, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderer's agents who choose to attend at the time and place stated in the **tender data** and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate the functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the **tender data**, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check Responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line items totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete Adjudicator's Contract

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

C.3.16 Registration of the Award

An Employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the

C.3.18 Provide written reasons for actions taken

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

Refurbishment and Upgrading of uMsunduzi Museums Buildings

PART T2 - RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Project Manager:	Ms. Serica Charles- CHARLES CONSULTING	Tender no:	MST04 of 2023

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

(Tenderer to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the tender)

Tender document name	Returnable document	
Bidders Disclosure - SBD 4 (T2.11)	Yes	
Authority to Sign Tender (T2.2)	Yes	
Authority for Consortia or Joint Venture's to Sign Tender (T2.3)	Yes	
Special Resolution of Consortia or Joint Venture's (T2.4)	Yes	
Schedule of Proposed Sub-Contractors (T2.6, T2.6.1-T2.6.4)	Yes	
Joint Venture Involvement Declaration (T2.5)	Yes	
Capacity of Tenderer (T2.7)	Yes	
Annual Financial Statement for past financial year (T2.15a)	Yes	
Site Inspection Certificate as proof for attendance of compulsory briefing meeting (T2.10)	Yes	
Preference Points Claim Form (T2.9)	Yes	
Compulsory Enterprise Questionnaire. (T2.18)	Yes	
Financial Standing and other resources of Business Declaration (T2.8)	Yes	
Contractor's Safety, Health and Environmental Declaration. (T2.17)	Yes	
Complete Priced Bill of Quantities	Yes	
Certificate of Independent Tender Determination - SBD 9	Yes	
Certified Proof of CIDB Registration Number (T2.28)	Yes	
Contract Form - Purchase of Goods/Works - Part 1 (T2.30)	Yes	
Contract Form - Purchase of Goods/Works - Part 2 (T2.31)	Yes	
Functionality Criteria (T2.34)	Yes	
Invitation to Tender - SBD 1 (T2.35)	Yes	

2. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES BUT TO BE SUPPLIED BY THE TENDERER

(Tenderer to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the tender)

Tender document name	Returnable document	
Tax Compliance Status (TCS) PIN to verify on line Compliance Supplier Status via e-Filing (T2.19)	Yes	
Certified Proof of Good Standing with the Compensation Commissioner (Attach) (T2.20)	Yes	
Proof of payment of Tender deposit (T2.29)	N/A	N/A
Certified Proof of Paid Municipal Rates and Taxes (Attach) (T2.23)	Yes	
Certified Proof of UIF Registration (Attach) (T2.24)	Yes	
Certified Proof of Registration Number on the Central Suppliers Database (T2.27)	Yes	
Annual Financial Statement for past financial year (T2.15a)	Yes	
Entire tender document including returnable and supporting documents, scanned as PDF onto a CD, clearly marked with the Tender information.	Yes	

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

(Tenderer to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Tender)

Tender document name	Returnable document	
Form of Offer and Acceptance (Bound into Section 1 of 2) (T2.21)	Yes	
Record of Addenda to Tender Documents (T2.12)	Yes	
Particulars of Electrical Subcontractor (T2.13.2)	Yes	
Particulars of Mechanical Subcontractor (T2.13.3) (T2.13.1)	Yes	
Particulars of Roof Subcontractor (T2.13.4)		
Equipment Schedules-Mechanical / Electrical / Security Material (T2.16.1-T2.16.7)	Yes	
Schedule of Imported Materials and Equipment (T2.14)	Yes	
Confirm Receipt of Offer and Acceptance (T2.21a)	Yes	

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

(Tenderer to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Tender)

Tender document name	Returnable document	
Bill of Quantities	Yes	
Form of Guarantee (C1.3)	Yes	
Declaration of Tenderers Past SCM Practices - SBD 8	Yes	
List of Drawings/Annexure's	Yes	
Required Structure of Contractor's detailed OHSE Plan (T2.32)	Yes	
Declaration Certificate for local production and content for designated sectors - SBD 6.2	No	N/A

5. DOCUMENTS REQUIRED FOR THE EVALUATION OF QUALITY AND FUNCTIONALITY

(Tenderer to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Tender)

Tender document name	Returnable document	
Confirmation of bridging finance of at least 2.5% of the project value	Yes	
Letters of credit reference from suppliers and credit limits to be stipulated with supporting documents	Yes	
Annual/Audited Financial Statement/Management Account/income and Expenditure Statements	Yes	
Detailed schedule of resources at all levels	Yes	
Schedule of years of experience on similar projects	Yes	
Schedule of experience on projects of similar value and duration (Past 5 years) – letters of award to be attached and practical completion certificate for all work completed in the preceding 5 years	Yes	
Demonstrated ability to work on an accelerated programme	No	N/A
Experience in projects that have operational challenges i.e. public interface	Yes	
Submission of a detailed organogram	Yes	
All key project resources have more than (5) years' experience in the construction industry.	Yes	
All key project resources have experience in projects of a similar value and nature	Yes	
Detailed CV. Traceable reference. Certificates of qualified professionals in their full employment to be attached.	Yes	
Detailed CV of each team member (Category) and Traceable references to be detailed	Yes	
All key project resources are dedicated full time for the duration of the project including proof of UIF contributions	Yes	
Tenderer to demonstrate key/resource deployment over the various work package	Yes	
Letter from a registered financial institution confirming intention to issue a provision of a guarantee	Yes	
Site establishment indicating proposed layout for all prescribed facilities, hoarding, etc.	Yes	
Resourcing strategy for the various work breakdown structures including resource deployment plan (PS)	Yes	
Material storage, handling and distribution	Yes	
Productivity, programming, resource investment, progress tracking, corrective action plans, etc.	Yes	
Programme and progress reporting, including tracking of long lead procurement items	Yes	
OHS Management, compliance and reporting	Yes	
Site documentation control, filing and archiving	Yes	
Queries and information required approach	Yes	

Procurement of outsourced resources e.g. sub-contractors	Yes	
Specific minimum requirements for HVAC SUBCONTRACTOR:		
T.2.6.1- Schedule of proposed HVAC sub- contractor and recently Completed Projects	Yes	
T2.38.1- Curriculum Vitae of Key Personnel- Fully completed and signed	Yes	
T2.16.1- Equipement Specification- Fully completed and signed	Yes	
T2.16.3- Deviations from the HVAC specification and BOQ- fully completed and signed	Yes	
<u>Current Entity Registration Document (CIPC):</u> Should the HVAC subcontractor be a Joint Venture or otherwise, appropriate original or originally certified true copy agreements must be attached, including CIPC registrations of each individual entity. Registration documents must not be older than three (3) months and must reflect the current ownership of the entity.	Yes	
<u>Verification code required:</u> Current CIDB grading of 4ME or higher. The grading must be valid at the time of close of tender and a valid certificate must be produced at the time of award, if the certificate expires between close of tender and award date. The certificate provided will be validated on the CIDB online portal.	Yes	
<u>Current SAQCC Gas Registration:</u> An original, true certified copy of registration is required for a key resource used on the project.	Yes	
Current SARACCA Registration: An original, true certified copy of registration for the HVAC subcontractor is required. Membership will be verified on the SARACCA website.	Yes	
Specific minimum requirements for LIFT SUBCONTRACTOR:		
T.2.6.3- Schedule of proposed HVAC sub- contractor and recently Completed Projects	Yes	
T2.38.1- Curriculum Vitae of Key Personnel- Fully completed and signed	Yes	
T2.16.3- Equipement Specification- Fully completed and signed	Yes	
T2.16.5- Deviations from the LIFT specification and BOQ- fully completed and signed	Yes	
T2.16.7- Delivery, Service and Backup Information- fully completed and signed	Yes	
<u>Current Entity Registration Document (CIPC):</u> Should the HVAC subcontractor be a Joint Venture or otherwise, appropriate original or originally certified true copy agreements must be attached, including CIPC registrations of each individual entity. Registration documents must not be older than three (3) months and must reflect the current ownership of the entity.	Yes	
<u>Verification code required:</u> Current CIDB grading of 2 SI or higher. The grading must be valid at the time of close of tender and a valid certificate must be produced at the time of award, if the certificate expires between close of tender and award date. The certificate provided will be validated on the CIDB online portal.	Yes	
Specific minimum requirements for ELECTRICAL SUBCONTRACTOR:		
<u>Current Entity Registration Document (CIPC):</u> Should the Electrical Sub-contractor entity be a Joint Venture or otherwise, appropriate original or originally certified true copy agreements must be attached, including the CIPC registrations of each individual entity. Registration documents must not be older than 3 months and must reflect the current ownership of the entity.	Yes	
<u>Current CIDB grading of 5-EB PE or above.</u> The grading must be valid at the time of close of tender and a valid certificate must be produced at the time of award if the certificate expires between close of tender and award date. The certificate provided will be validated using the online CIDB website portal.	Yes	
Originally certified true copy <u>ECA registration</u> for Key resource used on the project.	Yes	
Originally certified true copy <u>DOL registration certificate</u> as a registered electrical installer	Yes	
T2.6.2- Schedule of proposed Electrical sub- contractor and recently completed projects	Yes	
T2.38.2- Curriculum Vitae of Key Personnel- Fully completed and signed	Yes	
T2.16.2- Equipement Specification- Fully completed and signed	Yes	
T2.16.4- Deviations from the HVAC specification and BOQ- fully completed and signed	Yes	

T2.2 AUTHORITY TO SIGN TENDER

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

held at (town): _____ on (date): _____

RESOLVED that:

1. The Enterprise submits a Tender to the uMsunduzi Museum in respect of the following project:

Refurbishment and Upgrading of uMsunduzi Museums Buildings

Tender Number: **MST04 of 2023**

2.

*Mr./Mrs./Ms: _____

in *his/her capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____ (Authorised Signatory)

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to this Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

Note:

1. * Delete which is not applicable.
2. NB. This resolution / Power of Attorney must be signed by all the Directors / Members / Partners of the Legal Tendering Enterprise authorising the Representative to make this Offer.
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.
4. In the case of the tendering Enterprise being a Close Corporation, a **certified copy of the Founding Statement** of such corpora - tion must be attached to this tender.

ENTERPRISE STAMP (If Any)

T2.3 AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN TENDER

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

held at (town): _____ on (date): _____

RESOLVED that:

1. The Enterprise submits a Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the UMSUNDUZI MUSEUM in respect of the following project:

Refurbishment and Upgrading of uMsunduzi Museums Buildings

Tender Number: **MST04 of 2023**

2. * Mr. / Mrs. / Ms.: _____ in

*his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (Postal Code)

Postal Address: _____

_____ (Postal Code)

Telephone number: (Dialling Code followed by number) _____

Fax number: (Dialling Code followed by number) _____

Email Address : _____

***BOARD OF DIRECTORS / MEMBERS / PARTNERS in Consortium of Joint Venture**

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. * Delete which is not applicable.
2. NB. This resolution / Power of Attorney must be signed by all the Directors / Members / Partners of the Tendering Enterprise.
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP (If Any)

Deemed to satisfy joint venture arrangements

Grading 2 + Grading 2 + Grading 2
 Grading 3 + Grading 3 + Grading 3
 Grading 4 + Grading 4
 Grading 4 + Grading 3 + Grading 3
 Grading 5 + Grading 5
 Grading 5 + Grading 4 + Grading 4
 Grading 6 + Grading 6
 Grading 6 + Grading 5 + Grading 5
 Grading 7 + Grading 7 + Grading 7
 Grading 8 + Grading 8 + Grading 8

Designation

= 3
 = 4
 = 5
 = 5
 = 6
 = 6
 = 7
 = 7
 = 8
 = 9

Tenderers who envisage entering into a Joint Venture shall complete a submit a Joint Venture Agreement (see copy of CIDB's agreement elsewhere in this document) with this Tender.

T2.4 SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, of the Enterprises forming a Consortium/Joint Venture)*

2.

3.

4.

5.

6.

7.

8.

held at: _____ (place) on _____ (date)

RESOLVED that:

- A. The above-mentioned Enterprises submits a Tender in Consortium/Joint Venture to the UMSUNDUZI MUSEUM in respect of the following project:

Refurbishment and Upgrading of uMsunduzi Museums Buildings

Tender Number: **MST04 of 2023**

Project Code: **N/A**

B. Mr/Mrs/Ms: _____ in

*his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (Postal Code)

Postal Address: _____

_____ (Postal Code)

Telephone number: (Dialling Code followed by number) _____

Fax number: (Dialling Code followed by number) _____

Email Address : _____

***BOARD OF DIRECTORS / MEMBERS / PARTNERS in Consortium of Joint Venture**

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. * Delete which is not applicable.
2. **NB.** This resolution / Power of Attorney must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Tender.
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Tender exceed the space available above, additional names and signatures must be supplied on a separate page.
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

T2.5 JOINT VENTURES INVOLVEMENT DECLARATION

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code:	N/A

DECLARATION RELATING TO A TENDER SUBMITTED BY A JOINT VENTURE :

I/We the undersigned parties do hereby declare that our respective involvement in the Works, of which I/we tender by Joint Venture, would be as follows :-

Party No. 1			
CENTRAL SUPPLIERS DATABASE REGISTRATION NO:			
TENDERERS CIDB REGISTRATION NUMBER:			
Name			
Address			
Percentage involvement	%		

Party No. 2			
CENTRAL SUPPLIERS DATABASE REGISTRATION NO:			
TENDERERS CIDB REGISTRATION NUMBER:			
Name			
Address			
Percentage involvement	%		

Party No. 3			
CENTRAL SUPPLIERS DATABASE REGISTRATION NO:			
TENDERERS CIDB REGISTRATION NUMBER:			
Name			
Address			
Percentage involvement	%		

Signed - Party No. 1

I/We *(Full Name)* _____

duly authorised in my capacity as _____

of *(Enterprise name)*: _____

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such Tender submitted by the Joint Venture be accepted.

Signed by Authorised Representative

Date

Signed - Party No. 2

I/We *(Full Name)* _____

duly authorised in my capacity as _____

of *(Enterprise name)*: _____

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such tender submitted by the Joint Venture be accepted.

Signed by Authorised Representative

Date

Signed - Party No. 3

I/We *(Full Name)* _____

duly authorised in my capacity as _____

of *(Enterprise name)*: _____

do jointly and severally accept responsibility for the due performance of the Works contained in the above project should such tender submitted by the Joint Venture be accepted.

Signed by Authorised Representative

Date

T2.6 SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code:	N/A

We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below.

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. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

No	Name and address of proposed Subcontractor	Nature and extent of work	Year Completed	Value (R):	Contact Tel No:	Previous experience with Subcontractor
1						
	CIDB Registration Number:					
2						
	CIDB Registration Number:					
3						
	CIDB Registration Number:					
4						
	CIDB Registration Number:					
5						
	CIDB Registration Number:					
Name of authorised representative		Signature		Capacity		Date
Name of Enterprise:						

T2.6.1 SCHEDULE OF PROPOSED HVAC SUBCONTRACTOR

Project title:

Refurbishment and Upgrading of uMsunduzi Museums Buildings

We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below. Minimum CIDB grading 4ME.

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. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

LIST OF RECENTLY COMPLETED PROJECTS

The HVAC Sub-contractor shall list below the projects awarded and successfully completed within the last 5 (Five) years under the current Company ownership. This information is material to the evaluation of the submission, and no projects are to be listed as ongoing. Any Works outsourced must be clearly indicated.

No	Name of project and Value in Rand (Incl VAT)	Employer (Name, Tel. no. and e-mail address)	Principal Agent (Name)	Nature of works and disciplines	Duration and year of completion
1					
2					
3					
4					
5					
Name of authorised representative		Signature	Capacity		Date
Name of Enterprise:					

T2.6.2 SCHEDULE OF PROPOSED ELECTRICAL SUBCONTRACTOR

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings
-----------------------	---

We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below. Minimum CIDB grading is 5EB.

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. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

LIST OF RECENTLY COMPLETED PROJECTS

The Electrical Sub-contractor shall list below the projects awarded and successfully completed within the last 5 (Five) years under the current Company ownership. This information is material to the evaluation of the submission, and no projects are to be listed as ongoing. Any Works outsourced must be clearly indicated.

No	Name of project and Value in Rand (Incl VAT)	Employer (Name, Tel. no. and e-mail address)	Principal Agent (Name)	Nature of works and disciplines	Duration and year of completion
1					
2					
3					
4					
5					

Name of authorised representative	Signature	Capacity	Date
Name of Enterprise:			

T2.6.3 SCHEDULE OF PROPOSED LIFT SUBCONTRACTOR

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings
-----------------------	---

We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below. Minimum CIDB Grading applicable is 2SI.

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. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

LIST OF RECENTLY COMPLETED PROJECTS

The LIFT Sub-contractor shall list below the projects awarded and successfully completed within the last 5 (Five) years under the current Company ownership. This information is material to the evaluation of the submission, and no projects are to be listed as ongoing. Any Works outsourced must be clearly indicated.

No	Name of project and Value in Rand (Incl VAT)	Employer (Name, Tel. no. and e-mail address)	Principal Agent (Name)	Nature of works and disciplines	Duration and year of completion
1					
2					
3					
4					
5					
Name of authorised representative		Signature	Capacity	Date	
Name of Enterprise:					

T2.6.4 SCHEDULE OF PROPOSED ROOF SUBCONTRACTOR

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings
-----------------------	---

We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below.

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. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

LIST OF RECENTLY COMPLETED PROJECTS

The ROOF Sub-contractor shall list below the projects awarded and successfully completed within the last 5 (Five) years under the current Company ownership. This information is material to the evaluation of the submission, and no projects are to be listed as ongoing. Any Works outsourced must be clearly indicated.

No	Name of project and Value in Rand (Incl VAT)	Employer (Name, Tel. no. and e-mail address)	Principal Agent (Name)	Nature of works and disciplines	Duration and year of completion
1					
2					
3					
4					
5					
Name of authorised representative		Signature	Capacity	Date	
Name of Enterprise:					

T2.7 CAPACITY OF TENDERER

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code:	

1. **WORK CAPACITY:** (The Tenderer is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Tender being disregarded.)

- 1.1. **Artisans and Employees:** (*Artisans and Employees to be ,or are ,employed for this project*)

Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment	Number
Site Agent			
Project Manager			
Foreman			
Quality Control & Safety Officer-Construction Supervisor			
Artisans			
Unskilled employees			
Others			

1.2. Provide full particulars of the following Assets: *(Assets owned and to be hired - Indicate owned assets)*

Machinery	Plant	Equipment	Vehicles

1.3. Workshops:

Address of Main Workshop:	Address of Regional Workshop (If Applicable):

1.4. Other offers submitted at time of this tender for which results are pending:

(Any other client's tender must also be included)

[illegible]

2. PARTICULARS OF THE TENDERERS CURRENT AND PREVIOUSLY COMPLETED COMMITMENTS:

2.1. Current private sector projects: *(List the 5 projects closest to the contractor grading designation of this project)*

1	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
2	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
3	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
4	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
5	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	

2.2. Current Government sector projects: *(List the 5 projects closest to the contractor grading designation of this project)*

1	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
2	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
3	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
4	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	
5	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Scheduled date of completion	

2.3. Previously completed projects: *(List the 5 projects closest to the contractor grading designation of this project)*

1	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
2	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
3	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
4	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
5	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	

Name of Tenderer	Signature of authorised representative	Date

T2.8 FINANCIAL STANDING AND OTHER RESOURCES OF BUSINESS DECLARATION

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code:	N/A

- (a) Based on the track record determined on the Minimum Average Annual Turnover coupled to the assessed Works Capabilities of Contracting Enterprises, the Construction Industry Development Board (CIDB) awards Grading Designations and accordingly registers it on the system.

This confirms that a Contractor has, at the time of registration, in the absence of any supply side interventions, sufficient working capital to commence the Works for a single contract and render due performance.

- (b) However, it regularly occurs that a Contractor will at the same time submit tenders for a number of projects that are advertised during an overlapping period. Moreover, the Contractor may be busy with a Contract that is of the registered CIDB Grading Designation (value) or is even attending to a number of smaller valued Contracts.
- (c) It therefore becomes the prerogative of a Tenderer in such instances to prove to the Department that the Enterprise has the capacity in every respect to attend to more than one (1) contract at a time.
- (d) A Tenderer who wishes to be considered for this tender Contract award, over and above other tenders that they have submitted, shall submit when requested by the the Employer the necessary proof that:
- (i) he/she has access to additional finance (inclusive of a PERFORMANCE GUARANTEE BY A REGISTERED FINANCIAL INSTITUTION),
 - (ii) he/she has additional Human Resources available to successfully complete this project.
 - (iii) he/she has adequate Equipment, Plant and Machinery that all of the above can, undoubtedly, be sourced for this tender. (Please submit to the the Employer the name and contact details of the supplier if the Tenderer is going to hire Equipment, Plant or Machinery, when requested.)
- (e) Tenderer to submit their latest 12 months audited financial statements with the returnable documents.

I, the undersigned,

(name of person authorized to sign on behalf of the Tenderer)

understand that it is the responsibility of the Tenderer to prove and provide when requested by the Employer, evidence of the good Financial Standing of the Business to complete the Contract successfully.

Furthermore, it is understood that failure to provide when requested by the Employer, at least the information as stated in paragraphs (d)(i)(ii) AND (iii) above will not enable the Evaluation Team to assess the CURRENT financial standing of the Business and the failure to provide said information when requested will, therefore, invalidate the Tender.

I accept and understand that the UMSUNDUZI MUSEUM, may act against me and the Tenderer, jointly and severally, should this declaration and/or any information provided be found to be false.

Duly signed at..... on this the..... day of..... 202.....

Full Name of Signatory

Name of Enterprise

Capacity of Signatory

Signature of authorised representative

T2.9 PREFERENCE CERTIFICATE											
Project title:		Refurbishment and Upgrading of uMsunduzi Museums Buildings									
Tender no:		MST04 of 2023	<div style="display: flex; justify-content: space-between;"> <div>Project Code:</div> <div>N/A</div> </div>								
SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022											
<p>This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.</p> <p>NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022</p>											
<p>1. GENERAL CONDITIONS</p> <p>1.1 The following preference point systems are applicable to invitations to tender:</p> <ul style="list-style-type: none"> - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and <p>1.2 To be completed by the organ of state</p> <p>The applicable preference point system for this tender is the 80/20 preference point system.</p> <p>1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:</p> <p>(a) Price; and</p> <p>(b) Specific Goals.</p> <p>1.4 To be completed by the organ of state:</p> <p>The maximum points for this tender are allocated as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #ff0000; color: white;"> <th style="width: 60%;"></th> <th style="width: 40%; text-align: center;">POINTS</th> </tr> </thead> <tbody> <tr style="background-color: #ffff00;"> <td>PRICE</td> <td style="text-align: center;">80</td> </tr> <tr style="background-color: #ffff00;"> <td>SPECIFIC GOALS</td> <td style="text-align: center;">20</td> </tr> <tr style="background-color: #ff0000; color: white;"> <td>Total points for Price and SPECIFIC GOALS</td> <td style="text-align: center;">100</td> </tr> </tbody> </table>					POINTS	PRICE	80	SPECIFIC GOALS	20	Total points for Price and SPECIFIC GOALS	100
	POINTS										
PRICE	80										
SPECIFIC GOALS	20										
Total points for Price and SPECIFIC GOALS	100										
<p>1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.</p> <p>1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.</p>											
<p>2. DEFINITIONS</p> <p>(a) “tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;</p> <p>(b) “price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;</p> <p>(c) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;</p> <p>(d) “tender for income-generating contracts” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and</p> <p>(e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).</p>											
<p>3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES</p> <p>3.1. POINTS AWARDED FOR PRICE</p> <p>3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS</p> <p>A maximum of 80 or 90 points is allocated for price on the following basis:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <p style="color: red; margin: 0;">80/20</p> <p style="margin: 0;">$P_s = 80(1 - (P_t - P_{min}) / (P_{min} - P_{max}))$</p> </div> <p>Where</p> <p>P_s = Points scored for price of tender under consideration</p> <p>P_t = Price of tender under consideration</p> <p>P_{min} = Price of lowest acceptable tender</p> <p>3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT</p> <p>3.2.1. POINTS AWARDED FOR PRICE</p> <p>A maximum of 80 or 90 points is allocated for price on the following basis:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <p style="color: red; margin: 0;">80/20</p> <p style="margin: 0;">$P_s = 80(1 + (P_t - P_{max}) / (P_{max} - P_{min}))$</p> </div> <p>Where</p> <p>P_s = Points scored for price of tender under consideration</p> <p>P_t = Price of tender under consideration</p> <p>P_{max} = Price of highest acceptable tender</p>											

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of Points allocated (80/20 system) (to be completed by the Organ of State)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black ownership	12	
Women Ownership	4	
Disability Ownership	2	
Youth Ownership	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company Registration Number :.....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

T2.10 SITE INSPECTION MEETING CERTIFICATE			
Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code:	N/A
Site Inspection Date:		27-11-2023	

This is to certify that I, _____ (Name of authorised Representative)
representing _____ (Name of Enterprise)
visited the site on: _____ (Date)

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

I declare that the representative, named above, is my authorised representative and **not** a third party agent and that my representative's attending of this site meeting, shall be deemed conclusive proof that my Enterprise are fully aware of what was said and discussed at this meeting.

<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Tenderer	Signature	Date

<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Client Representative	Signature	Date

This form is only to be completed when applicable to the tender and if a Compulsory Briefing meeting has been called.

Employer's Stamp:

T2.11 BIDDERS DISCLOSURE - SBD 4

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code:	N/A

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State

- 2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, _____ the _____ undersigned,
 (name)..... in
 submitting the accompanying bid, do hereby make the following
 statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² 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.

SBD4

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

T2.12 RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code:	N/A

The undersigned confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Attach Additional Pages if more space is required

Tenderer to attach proof of receipt of above listed addenda

Signed		Date	
Name		Position	
Tenderer			

T2.13.1 PARTICULARS OF HVAC CONTRACTOR

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code:	N/A

The main contractor shall be bound to use the proposed subcontractor for the stated works, unless approved by the Client and Professional Team.

Name of HVAC Contractor:

Address:

Telephone Number:

(Area Code)(Number)

Fax Number:

(Area Code)(Number)

Registration number at SARACCA.:	
CIDB Grade and Registration Number:	

Name of authorised representative	Signature	Date

T2.13.2 PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code:	N/A

The main contractor shall be bound to use the proposed subcontractor for the stated works, unless approved by the Client and Professional Team.

Name of Electrical Contractor:

Address:

Telephone Number:

(Area Code)(Number)

Fax Number:

(Area Code)(Number)

Registration number at the Electrical Contracting Board of S.A.:	
CIDB Grade and Registration Number:	

Name of authorised representative	Signature	Date

T2.13.3 PARTICULARS OF LIFT CONTRACTOR

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code:	N/A

The main contractor shall be bound to use the proposed subcontractor for the stated works, unless approved by the Client and Professional Team.

Name of LIFT Contractor:

Address:

Telephone Number:

(Area Code)(Number)

Fax Number:

(Area Code)(Number)

Registration number CIPC .:	
CIDB Grade and Registration Number:	

Name of authorised representative	Signature	Date

T2.13.4 PARTICULARS OF ROOF CONTRACTOR

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code:	N/A

The main contractor shall be bound to use the proposed subcontractor for the stated works, unless approved by the Client and Professional Team.

Name of ROOF Contractor:

Address:

Telephone Number:

(Area Code)(Number)

Fax Number:

(Area Code)(Number)

Registration number CIPC .:	
CIDB Grade and Registration Number:	

Name of authorised representative	Signature	Date

T2.14 SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code:	N/A

This schedule should be completed by the tenderer. *(Attach additional page(s) if more space is required)*

Item	Material / Equipment	Quotation (Excluding VAT)
1		R
2		R
3		R
4		R
5		R
6		R

The Contractor 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 Principal Agent / Engineer within 60 (sixty) days from the date of acceptance of the tender. 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:

The net amount to be added to or deducted from the contract sum:

$$A = V \left(\frac{Z}{Y} - 1 \right)$$

A = the amount (R) of adjustment

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

Y = exchange rate 14 days prior to closing date of tender submission

Z = exchange rate on the date of the Bill of Lading* of exporters invoice.

** A bill of lading (sometimes abbreviated as B/L or BoL) is a document issued by a carrier which details a shipment of merchandise and gives title of that shipment to a specified party. Bills of lading are one of three important documents used in international trade to help guarantee that exporters receive payment and importers receive merchandise. A straight bill of lading, which is referred to above, is used when payment has been made in advance of shipment and requires a carrier to deliver the merchandise to the appropriate party. It is therefore the date of the paid up invoice when the shipment leaves the exporter's location.*
[\[http://en.wikipedia.org/wiki/Bill_of_lading\]](http://en.wikipedia.org/wiki/Bill_of_lading)

Name of authorised representative	Signature	Date

T2.15 DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES - SBD 8

- 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:
 - abused the institution's supply chain management system;
 - committed fraud or any other improper conduct in relation to such system;
 - or 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><i>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?</i></p> <p>(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).</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	<p><i>If so, furnish particulars:</i></p> <hr/> <hr/> <hr/> <hr/>		
4.2	<p><i>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)?</i></p> <p><i>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za), by clicking on its link at the bottom of the home page.</i></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	<p><i>If so, furnish particulars:</i></p> <hr/> <hr/> <hr/> <hr/>		
4.3	<p><i>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?</i></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	<p><i>If so, furnish particulars:</i></p> <hr/> <hr/> <hr/> <hr/>		
4.4	<p><i>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?</i></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	<p><i>If so, furnish particulars:</i></p> <hr/> <hr/> <hr/> <hr/>		

5 **CERTIFICATION**

I the undersigned (*full name*) _____
certify that the information furnished on this declaration 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.

Name of authorised representative	Signature	Date	Position

T2.15a LATEST 12 MONTH ANNUAL FINANCIAL STATEMENT**Project title:****Refurbishment and Upgrading of uMsunduzi Museums Buildings****Tender no:****MST04 of 2023****Project Code:****N/A**

ATTACH A CERTIFIED COPY OF THE ANNUAL FINANCIAL STATEMENT OF THE COMPANY FOR THE PAST FINANCIAL YEAR TO THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

In the case of a Tender by a Joint Venture, certified copies of the annual financial statements of the past financial year in respect of each party to the Joint Venture must be attached to this page

ATTACH COMPANY LATEST 12 MONTHS ANNUAL FINANCIAL STATEMENTS TO THIS PAGE

T2.16.1 HVAC EQUIPMENT SCHEDULES

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings
Tender no:	MST04 of 2023

The Tenderer shall fully detail the proposed equipment below. Contractor may not deviate from the equipment proposed in this section unless written approval is obtained from the Engineer.

1. VRF CONDENSING UNITS

	Reference		ODU-1	ODU-2	ODU-3
General Information	Quantity		1	1	1
	Manufacturer				
	Type (HR / HP)		Heat Pump	Heat Pump	Heat Pump
	Model				
	Refrigerant				
	No. of Compressors	[No.]			
	No. of Ref. Circuits	[No.]			
	Cooling Capacity	[kW]			
	Efficiency (EER)	[kW/kW]			
	A-weighted Sound Power	[dBA]			
	Sound Pressure Level	[dBA]			
Condenser Information	Type				
	Operating Temp. Range	[°C]			
	Ambient Temp.	[°C]			
	No. of Fans	[No.]			
	Total Condenser Air Flow	[m³/s]			
Electrical Information	Power Supply	[V/Hz/Ø]			
	Running Current	[A]			
	Starting Current	[A]			
	Max. Operating Current	[A]			
Physical Information	Length x Width x Height	[mm]			
	Liquid Pipe Diameter	[mm]			
	Low Pressure Gas Pipe Diameter	[mm]			
	High Pressure Gas Pipe Diameter	[mm]			
	Operating Weight	[kg]			
	Total Refrigerant Charge	[kg]			
Anti-Vibration Mountings	Manufacturer				
	Type				
	Deflection under Load				
	Vibration Isolation Efficiency				

	Reference		ODU-4	ODU-5
General Information	Quantity		1	1
	Manufacturer			
	Type (HR / HP)		Heat Pump	Heat Recovery
	Model			
	Refrigerant			
	No. of Compressors	[No.]		
	No. of Ref. Circuits	[No.]		
	Cooling Capacity	[kW]		
	Efficiency (EER)	[kW/kW]		
	A-weighted Sound Power	[dBA]		
	Sound Pressure Level	[dBA]		
Condenser Information	Type			
	Operating Temp. Range	[°C]		
	Ambient Temp.	[°C]		
	No. of Fans	[No.]		
	Total Condenser Air Flow	[m³/s]		
Electrical Information	Power Supply	[V/Hz/Ø]		
	Running Current	[A]		
	Starting Current	[A]		
	Max. Operating Current	[A]		
Physical Information	Length x Width x Height	[mm]		
	Liquid Pipe Diameter	[mm]		
	Low Pressure Gas Pipe Diameter	[mm]		
	High Pressure Gas Pipe Diameter	[mm]		
	Operating Weight	[kg]		
	Total Refrigerant Charge	[kg]		
Anti-Vibration Mountings	Manufacturer			
	Type			
	Deflection under Load			
	Vibration Isolation Efficiency			

2. VRF INDOOR UNITS

	Reference		IDU-1	IDU-2	IDU-3
General Information	Quantity		2	1	1
	Manufacturer				
	Type		Mid-wall	Mid-wall	Mid-wall
	Model				
	Refrigerant				
Performance Information	Total Cooling Capacity	[kW]			
	Sensible Cooling Cap.	[kW]			
	Supply Air Flow Rate	[l/s]			
	External Static Pressure	[Pa]			
	A-weighted Sound Power	[dBA]			
	Sound Pressure Level	[dBA]			
Elec. Info.	Power Supply	[V/Hz/Ø]			
	Running Current	[A]			
Physical Info.	Length x Width x Height	[mm]			
	Operating Weight	[kg]			
Options	Hired-Wired Controller Model				
	Drain Pump				
	Front Panel Model				
	Anti-Vibration Mountings				

	Reference		IDU-4	IDU-5	IDU-6
General Information	Quantity		1	5	5
	Manufacturer				
	Type		Mid-wall	Mid-wall	Mid-wall
	Model				
	Refrigerant				
Performance Information	Total Cooling Capacity	[kW]			
	Sensible Cooling Cap.	[kW]			
	Supply Air Flow Rate	[l/s]			
	External Static Pressure	[Pa]			
	A-weighted Sound Power	[dBA]			
	Sound Pressure Level	[dBA]			

Elec. Info.	Power Supply	[V/Hz/Ø]			
	Running Current	[A]			
Physical Info	Length x Width x Height	[mm]			
	Operating Weight	[kg]			
Options	Hired-Wired Controller Model				
	Drain Pump				
	Front Panel Model				
	Anti-Vibration Mountings				

	Reference		IDU-7	IDU-8	IDU-9
General Information	Quantity		2	2	3
	Manufacturer				
	Type		Ceiling Cassette	Ceiling Cassette	Ceiling Cassette
	Model				
	Refrigerant				
Performance Information	Total Cooling Capacity	[kW]			
	Sensible Cooling Cap.	[kW]			
	Supply Air Flow Rate	[l/s]			
	External Static Pressure	[Pa]			
	A-weighted Sound Power	[dBA]			
	Sound Pressure Level	[dBA]			
Elec. Info.	Power Supply	[V/Hz/Ø]			
	Running Current	[A]			
Physical Info	Length x Width x Height	[mm]			
	Operating Weight	[kg]			
Options	Hired-Wired Controller Model				
	Drain Pump				
	Front Panel Model				
	Anti-Vibration Mountings				

	Reference		IDU-10	IDU-11
General Information	Quantity		1	4
	Manufacturer			
	Type		Ceiling Cassette	Ducted (Fresh Air)
	Model			
	Refrigerant			
Performance Information	Total Cooling Capacity	[kW]		
	Sensible Cooling Cap.	[kW]		
	Supply Air Flow Rate	[l/s]		
	External Static Pressure	[Pa]		
	A-weighted Sound Power	[dBA]		
	Sound Pressure Level	[dBA]		
Elec. Info.	Power Supply	[V/Hz/Ø]		
	Running Current	[A]		
Physical Info	Length x Width x Height	[mm]		
	Operating Weight	[kg]		
Options	Hired-Wired Controller Model			
	Drain Pump			
	Front Panel Model			
	Anti-Vibration Mountings			

3. HEAT RECOVERY UNITS

		Reference	HRU-1	HRU-2
General Information		Quantity	1	1
		Manufacturer		
		Model		
		Refrigerant		
		Total Capacity	[kW]	
		Capacity per Branch	[kW]	
		Power Supply	[V/Hz/Ø]	
		Operating Weight	[kg]	
		Length x Width x Height	[mm]	
Pipe Connections	Indoor	Liquid Pipe Diameter	[mm]	
		Low Pressure Gas Pipe Diameter	[mm]	
	Outdoor	Liquid Pipe Diameter	[mm]	
		Low Pressure Gas Pipe Diameter	[mm]	
		High Pressure Gas Pipe Diameter	[mm]	

4. AIR HANDLING UNITS

General Information	Reference		AHU-1	AHU-2
	Quantity		1	1
	Manufacturer			
	Country of Origin			
	Type		DX Split Type	DX Split Type
	Model			
	Refrigerant			
	Total Cooling Capacity	[kW]		
	Sensible Cooling Cap.	[kW]		
	A-weighted Sound Power	[dBA]		
	Sound Pressure Level	[dBA]		
Fan Information	Type			
	Quantity			
	Motor Efficiency Class		Premium	Premium
	Flow Rate	[l/s]		
	External Static Pressure	[Pa]		
	Fan Speed	[RPM]		
Evap. Info.	Type of Speed Control			
	Type			
	Number of Circuits			
	Entering Temperature	[°C]		
Electrical Information	Leaving Temperature	[°C]		
	Power Supply	[V/Hz/Ø]		
	Power Input	[W]		
	Starting Current	[A]		
	Maximum Operating Current	[A]		
Physical Info.	Length x Width x Height	[mm]		
	Liquid Pipe Diameter	[mm]		
	Gas Pipe Diameter	[mm]		
	Operating Weight	[kg]		
Anti-Vibration Mountings	Manufacturer			
	Type			
	Deflection under Load			
	Vibration Isolation Efficiency			
Optional Extras	Electronic Expansion Valve Model			
	AHU Communications Kit Model			
	Drift Inhibitor			
	Dirty Filter Alarm			
	Mixing Box			
	Fresh Air Damper			

5. SPLIT UNITS

formation	Reference		SU-1	SU-2
	Quantity		1	1
	Manufacturer			
	Type		Mid-wall	Mid-wall
	Model			
	Refrigerant			
	Total Cooling Capacity	[kW]		

General Information	Sens. Cooling Capacity	[kW]		
	Efficiency (EER)	[kW/kW]		
	Power Supply	[V/Hz/Ø]		
	Running Current	[A]		
	Starting Current	[A]		
	Maximum Operating Current	[A]		
Indoor Information	Model			
	Supply Air Flow Rate	[l/s]		
	External Static Pressure	[Pa]		
	A-weighted Sound Power	[dBA]		
	Sound Pressure Level	[dBA]		
	Length x Width x Height	[mm]		
	Operating Weight	[kg]		
Outdoor Unit	Model			
	Compressor Type			
	Compressor Speed Control			
	Operating Temp. Range	[°C]		
	Length x Width x Height	[mm]		
	Operating Weight	[kg]		
Options	Anti-Corrosion Protection			
	Hard-Wired Controller Model			
	Drain Pump			
	Anti-Vibration Mountings			

6. FRESH AIR FANS (INLINE)

	Reference		SF-1	SF-2
General Information	Quantity		3	1
	Manufacturer			
	Mounting Type		Duct	Duct
	Model			
	A-weighted Sound Power	[dBA]		
	Sound Pressure Level	[dBA]		
	Temperature Rating	[°C]		
	Type			
Fan Information	Rotor Diameter	[mm]		
	Motor Efficiency Class			
	Flow Rate	[l/s]		
	External Static Pressure	[Pa]		
	Fan Speed	[RPM]		
	Type of Speed Control			
Technical Information	Power Supply	[V/Hz/Ø]		
	Power Input	[W]		

Electrical Information	Starting Current	[A]		
	Maximum Operating Current	[A]		
Physical Info.	Length x Width x Height	[mm]		
	Operating Weight	[kg]		
Options	Speed Controller			
	Anti-Vibration Mountings			

7. EXTRACTION FANS (WALL / WINDOW / CEILING)

	Reference		EF-1	EF-2	EF-3
General Information	Quantity		4	3	6
	Manufacturer				
	Mounting Type		Ceiling	Window	Window
	Model				
	Sound Pressure Level	[dBA]			
	Temperature Rating	[°C]			
Fan Information	Type				
	Rotor Diameter	[mm]			
	Motor Efficiency Class				
	Flow Rate	[l/s]			
	External Static Pressure	[Pa]			
	Fan Speed	[RPM]			
	Type of Speed Control				
Electrical Information	Power Supply	[V/Hz/Ø]			
	Power Input	[W]			
	Max. Operating Current	[A]			
Physical Info.	Length x Width x Height	[mm]			
	Operating Weight	[kg]			
Options	Speed Controller				

	Reference		EF-4
General Information	Quantity		1
	Manufacturer		
	Mounting Type		Window
	Model		
	Sound Pressure Level	[dBA]	
	Temperature Rating	[°C]	
Fan Information	Type		
	Rotor Diameter	[mm]	
	Motor Efficiency Class		
	Flow Rate	[l/s]	
	External Static Pressure	[Pa]	
	Fan Speed	[RPM]	
	Type of Speed Control		
Electrical Information	Power Supply	[V/Hz/Ø]	
	Power Input	[W]	
	Max. Operating Current	[A]	
Physical Info.	Length x Width x Height	[mm]	
	Operating Weight	[kg]	
Options	Speed Controller		

8. SHEET METAL DUCTWORK

Manufacturer:

Material:

Insulation:

9. FLEXIBLE DUCTWORK

Manufacturer:

Material:

Insulation:

10. REFRIGERANT PIPEWORK

Manufacturer:

Material:

Insulation:

11. SUPPLY AIR DOUBLE DEFLECTION GRILLES

Manufacturer:

Type:

Model:

Material:

12. SUPPLY AIR JET DIFFUSERS

Manufacturer:

Type:

Model:

Material:

Electric actuator

model:

13. SUPPLY AIR DISC VALVES

Manufacturer: _____
Type: _____
Model: _____
Material: _____

14. TRANSFER GRILLES

Manufacturer: _____
Type: _____
Model: _____
Material: _____

15. RETURN AIR GRILLES

Manufacturer: _____
Type: _____
Model: _____
Material: _____
Filter material: _____

16. WEATHER LOUVRES

Manufacturer: _____
Type: _____
Model: _____
Material: _____

17. FRESH AIR FILTERS

Manufacturer: _____
Type: _____
Model: _____
Material: _____

18. ROUND SOUND ATTENUATORS

Manufacturer: _____
Type: _____
Model: _____
Material: _____

19. RECTANGULAR SOUND ATTENUATORS

Manufacturer: _____
Type: _____
Model: _____
Material: _____

20. BALANCING DAMPERS

Manufacturer: _____
Type: _____
Model: _____
Material: _____

Note: Tenderer is to submit additional details of other valves and fittings offered, as appropriate.

Signature: **Date:**

(of person authorised to sign on
behalf of the Tenderer.

T2.16.2 ELECTRICAL EQUIPMENT SCHEDULES

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings
Tender no:	MST04 of 2023

The Tenderer shall fully detail the proposed equipment below. Contractor may not deviate from the equipment proposed in this section unless written approval is obtained from the Engineer.

1. LUMINAIRES

		SPECIFIED	ALTERNATE
1	TYPE	Backlit LED panel	
	WATTAGE	48	
	LM/W	100	
	WARANTY	5 Years	
2	TYPE	IP65 Integrated	
	WATTAGE	60	
	LM/W	130	
	WARANTY	5 Years	
3	TYPE	LED Down lighter COB	
	WATTAGE	30	
	LM/W	120	
	WARANTY	5 Years	
4	TYPE	LED Down lighter COB	
	WATTAGE	12	
	LM/W	120	
	WARANTY	5 Years	
5	TYPE	Suspended / Surface Mount Office Linear 48 Non dimmable	
	WATTAGE	48	
	LM/W	100	
	WARANTY	5 Years	

6	TYPE	Magnetic track Linear fitting	
	WATTAGE	12	
	LM/W	120	
	WARANTY	5 Years	
7	TYPE	Magnetic Track Ultra-thin	
	WATTAGE	48	
	LM/W	100	
	WARANTY	5 Years	
8	TYPE	1200mm Circular Pendant	
	WATTAGE	96	
	LM/W	100	
	WARANTY	5 Years	
9	TYPE	LED Floodlight	
	WATTAGE	50	
	LM/W	100	
	WARANTY	5 Years	

2. GENERATOR SPECIFICATIONS

GENERATOR ENGINE AND GENERAL		
	SPECIFIED	ALTERNATE
PRIME POWER	200KW	
STANDBY POWER	220KVA	
POWER FACTOR	0.8	
FREQUENCY	50hz	
VOLTAGE	400V	
OUTPUT	3 PHASE	
RPM	1500 r.p.m	
AVR	BUILT IN AVR	
ENGINE TYPE	4 - Stroke Diesel	
Fully Containerised	3CR12 IP65 Fully Containerised	
TANK CAPACITY	350L min	
DECIBEL (dB) RANGE	75 dB at 5m from Generator	
INJECTION TYPE	DIRECT	
ASPIRATION TYPE	Turbo Charged and after Cooled	
NUMBER OF CYLINDERS AND ARRANGEMENT	6-L	
COOLING SYSTEM	Liquid (Water + 50% glycol)	
BUILT-IN DIESEL STORAGE TANK	12 Hours at 75% Rated Power	
STARTING SYSTEM	24V electric Starter	
GOVENOR	Electronic	
LOW PRESSURE ALERT	Yes	

LOW FUEL ALERT	Yes	
LOW FUEL CUT-OFF	Yes	
AIR FILTER	Dry	
HOT PART PROTECTION	Yes	
STRUCTURE TYPE	Silent	
RADIATOR WITH PUSHER FAN	Yes	
RADIATOR WATER LEVEL SENSOR	Yes	
RADIATOR MUFFLER	Yes	
ELECTRIC FUEL PUMP	Yes	
HEATER COIL JACKET	Yes	
INTERNAL LIGHT AND LIGHT SWITCH	Yes	
ISO 9001 CERTIFIED	Yes	
CE CERTIFIED	Yes	

CONTROL PANEL		
	SPECIFIED	ALTERNATE
Controller	DSE or Datakom D300	
ANALOGUE INPUTS	2	
MAINS PHASE VOLTAGE	YES	
MAINS LINE VOLATGE	YES	

ALTERNATOR		
	SPECIFIED	ALTERNATE
MODEL	STAMFORD/DCP274H	
ANALOGUE INPUTS	2	
POLE NUMBER	4	
EXCITATION	SELF EXCITATION	

Note: Tenderer is to submit additional details of other valves and fittings offered, as appropriate.

Signature: **Date:**

(of person authorised to sign on behalf of the Tenderer.

T2.16.1 MECHANICAL EQUIPMENT SCHEDULES

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings	
Tender no:	MST04 of 2023	

The Tenderer shall fully detail the proposed equipment below. Contractor may not deviate from the equipment proposed in this section unless written approval is obtained from the Engineer.

1. Lift 1 – Disabled Platform Lift

4.6.1 Lift Number	1
4.6.2 Manufacturer's Name	
4.6.3 Country of Origin	
4.6.4 Percentage of South African Manufacture	
4.6.5 Performance	
a) Car speed [m/s]	
b) Average round trip time	
c) Maximum carrying capacity of each lift car	
d) Average waiting time after registering a landing call	
4.6.6 Main Hoist Motor	
a) Maker's name	
b) Type	
c) Rated output [kW]	
d) Time rating	
e) Manufacturing standard	
f) Maximum speed [rpm]	

g) Rated voltage [volts]	
h) Full load current [amps]	
i) Starting current [amps]	
j) Type of bearings	
k) Maximum line current with lift starting with full load [A]	
4.6.7 Type of Brake	
4.6.8 Drive	
a) Diameter of traction sheave (rope centres)	
b) Type of grooving used on traction sheave	
c) Type of bearing for sheave shaft	
d) Diameter of smallest deflector pulley used	
e) Type of grooves provided on deflector pulleys	
f) Type of bearings for deflector pulleys	
g) Means provided for absorption of vibration	
4.6.9 Switchgear and Control System	
a) Make of main circuit breaker	
b) Rupturing capacity of main circuit breaker [kA]	
c) Type of control system	
d) Control voltage	
e) Make of contactors	

f) Make of control relays	
g) Contact materials used for auxiliary and main contacts of controller switchgear	
h) Type of selector	
4.6.10 Car and Doors	
a) Mass of complete car with doors and operating gear [kg]	
b) Nett inside dimensions (width x depth x height) [mm]	
c) Thickness of material of car and landing door	
d) Finish of car and landing doors	
e) Clear width and height of car and landing entrances	
f) Type of door drive mechanism offered	
g) Type of suspension used for car and landing doors	
h) Type of proximity detectors	
• For passengers approaching from landing	
• From passengers leaving lift car	
i) Type of materials used for inside finishes of car (i.e. panels, ceiling trim etc.)	
j) Thickness & type of floorboards and floor covering	
k) How is car and platform isolated from supporting structure?	
l) Are car panels treated externally for sound absorption?	

m) Door speed	
• Normal [m/min]	
• On force closing [m/min]	
4.6.11 Rope	
a) Maker's name	
b) Diameter of ropes [mm]	
c) Number of main ropes	
d) Breaking load of each rope [kN]	
e) Maximum working load of each rope	
f) Factor of safety	
g) Tensile strength of steel used [MPa]	
h) Number of strands in rope	
i) Number of wires per strand	
j) Construction and lay of rope	
k) Type of rope fastenings used	
l) System of roping (i.e. 2:1 or 1:1, single or double wrap)	
4.6.12 Guide Rails	
a) Type & section	
b) Mass per metre length [kg] for	
• Car	

• Counterweight	
4.6.13 Guide Shoes	
a) Type & section	
b) Material of guides	
4.6.14 Buffers	
a) Type	
b) Length of stroke	
c) Reactions on pit floor when buffers are hit at 115% of contract speed whilst car is carrying contract load	
• Car buffers	
• Counterweight buffers	
4.6.15 Safety Gear	
a) Type	
b) Type of governor	

Note: Tenderer is to submit additional details of other valves and fittings offered, as appropriate.

Signature:

(of person authorised to sign on behalf of the Tenderer.

T2.16.4 HVAC EQUIPMENT SCHEDULES

Project title:

Refurbishment and Upgrading of uMsunduzi Museums Buildings

Tender no:

MST04 of 2023

The Tenderer shall fully detail the proposed equipment below. Contractor may not deviate from the equipment proposed in this section unless written approval is obtained from the Engineer.

DEVIATIONS FROM THE HVAC SPECIFICATION AND BOQ

It is compulsory for the Tenderer to list any deviations from the HVAC specification / BOQ supplied with the main tender on the form below. Should the Tenderer require additional pages, they are to append herewith. The deviations listed below should mirror the deviations noted in the covering letter. **The Tenderer must not leave the below form blank – thus, should there be no deviations, the Tenderer is to strike off the page and sign.** Failure to fill in the form will imply that the Tenderer has priced as per tender specification, and this will impact the responsiveness of the Tender.

[illegible]

Signature: **Date:**

(of person authorised to sign on behalf of the Tenderer.

T2.16.5 ELECTRICAL EQUIPMENT SCHEDULES

Project title:

Refurbishment and Upgrading of uMsunduzi Museums Buildings

Tender no:

MST04 of 2023

The Tenderer shall fully detail the proposed equipment below. Contractor may not deviate from the equipment proposed in this section unless written approval is obtained from the Engineer.

DEVIATIONS FROM THE HVAC SPECIFICATION AND BOQ

It is compulsory for the Tenderer to list any deviations from the ELECTRICAL specification / BOQ supplied with the main tender on the form below. Should the Tenderer require additional pages, they are to append herewith. The deviations listed below should mirror the deviations noted in the covering letter. **The Tenderer must not leave the below form blank – thus, should there be no deviations, the Tenderer is to strike off the page and sign.** Failure to fill in the form will imply that the Tenderer has priced as per tender specification, and this will impact the responsiveness of the Tender.

[illegible]

Signature: **Date:**

(of person authorised to sign on behalf of the Tenderer.

T2.16.6 LIFT EQUIPMENT SCHEDULES

Project title:

Refurbishment and Upgrading of uMsunduzi Museums Buildings

Tender no:

MST04 of 2023

The Tenderer shall fully detail the proposed equipment below. Contractor may not deviate from the equipment proposed in this section unless written approval is obtained from the Engineer.

DEVIATIONS FROM THE LIFT SPECIFICATION AND BOQ

It is compulsory for the Tenderer to list any deviations from the LIFT specification / BOQ supplied with the main tender on the form below. Should the Tenderer require additional pages, they are to append herewith. The deviations listed below should mirror the deviations noted in the covering letter. **The Tenderer must not leave the below form blank – thus, should there be no deviations, the Tenderer is to strike off the page and sign.** Failure to fill in the form will imply that the Tenderer has priced as per tender specification, and this will impact the responsiveness of the Tender.

[illegible]

Signature: **Date:**

(of person authorised to sign on behalf of the Tenderer.

T2.16.7 LIFT DELIVERY, SERVICE, BACKUP

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings
Tender no:	MST04 of 2023

EXACT DELIVERY

Lift supplier to confirm exact delivery of lift to site from approval of supplier's shop drawing and payment of 20% deposit (if applicable).

..... Weeks

.....

Signed – Lift Supplier

DATE

Failure to honour the above delivery date will result in the lift supplier being penalised as per main contract conditions. Failure to complete the above will result in the tender being ***“Non-Responsive”*** eliminated.

INDICATIVE PROGRAMME

CONTRACTOR TO FILL IN THE FOLLOWING INDICATIVE PROGRAMME,

FAILURE TO PROVIDE THIS WILL RENDER THE TENDER NON-RESPONSIVE

ALL DATES ARE TAKEN FROM RECEIVING THE LETTER OF AWARD		
	TASK	WEEKS
1	Preparation of Workshop Drawings and Order of Lifts. (Allow 2 Days for Engineer Approval)	
2	Delivery of Lifts to Site, to Commence Installation	
3	Install Lifts and Commission	
4	De-Snagging and Handover with O&M Manuals and Signed Annexures	
TOTAL CONTRACT PERIOD		

NB: These Dates will be Binding, and Any Delays will be Subject to the Penalties as Specified

SERVICE BACK-UP

a) Address of branch office from which maintenance will be undertaken.

.....

b) If service is to be carried out by a Sub-Contractor other than that of the tenderers, full details must be provided

EMERGENCY

SERVICE CALLS

Are after-hours emergency facilities available?

YES/ NO.

If YES, indicate TELEPHONE NO. FACSIMILE NO.

PROOF OF PUBLIC LIABILITY INSURANCE ATTACHED

YES / NO

TENDERER'S
SIGNATURE

NAME IN BLOCK LETTERS

DESIGNATION

DATE

T2.17 CONTRACTOR'S SAFETY, HEALTH AND ENVIRONMENTAL DECLARATION

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code:	N/A

In terms of Regulation 5(1)(h) of the Construction Regulations of February 2014 a Contractor may only be appointed to perform construction work if the Client is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014. In line with this requirement the Contractor is required to read through this document carefully, sign it and submit it with his/her Tender.

DECLARATION

1. I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications attached to this document.
2. I hereby declare that my company and its employees has the necessary competency and resources to safely carry out the construction works under this contract in compliance with the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications.
3. I hereby confirm that adequate provisions has been made in my Tender to cover the cost of all Safety, Health and Environmental duties and responsibilities imposed on me by the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications.
4. I hereby undertake that if my Tender is accepted, to provide before commencement of the Works under the contract or as required by the Conditions of the Contract, a suitable and sufficiently documented Construction Safety, Health and Environmental Management Plan in accordance with Regulation 7(1)(a) of the Construction Regulations of February 2014, which shall be subject for approval by the Client.
5. I confirm that I may not commence with any part of construction work under the contract until my Construction Safety Health and Environmental Management Plan has been approved in writing by the Client.
6. I hereby confirm that copies of the following documentation will be kept on site for viewing and inspection purposes for the duration of the construction work:
 - a) Client's Construction Safety, Health and Environmental Specification.
 - b) Approved Construction Safety, Health and Environmental Plan.
 - c) Occupational Health and Safety Act, Act 85 of 1993.
 - d) Construction Regulations of February 2014.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014, and accept that my Tender will be rejected.

Duly signed at..... on this the..... day of..... 20.....

Full Name of Signatory

Name of Enterprise

Capacity of Signatory

Signature of authorised representative of Tenderer

T2.18 Compulsory Enterprise Questionnaire

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code:	N/A

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: CSD Number:	

Section 5: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 6 partners

Section 6: Particulars of companies and close corporations

Company registration number	
Close corporation number	
Tax reference number	

Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement

Section 8: SBD6 issued by National Treasury must be completed for each tender and be attached as a tender requirement

Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement

Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement

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

- i) authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise 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
- iv) 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			

T2.19 TAX COMPLIANCE STATUS (TCS) PIN TO VERIFY ON LINE COMPLIANCE SUPPLIER STATUS VIA SARS e-FILING

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code:	N/A

TAX CLEARANCE REQUIREMENTS

It is a condition of Tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the tenderer's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance.

1. In order to meet this requirement Tenderers are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign Tenderers / individuals who wish to submit tenders.
2. SARS will then furnish the tenderer with a Tax Compliance Status (TCS) **PIN** that will be valid for a period of 1 (one) year from the date of approval.
3. In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.
4. Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za.
5. Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

IMPORTANT NOTICE

1. The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates.
2. From 18 April 2016 SARS introduced an enhanced Tax Compliance (TCS) system.
3. The new system allows taxpayers to obtain a Tax Compliance Status (PIN), which can be utilised by authorised third parties to verify taxpayers compliance status online via SARS e-filing.
4. Tenderers are required to fill in clearly, legibly, in bold print and black ink the SARS (TCS) PIN number and Tax Reference number in the space hereunder:

Tax Compliance Status(TCS) PIN Number	
Company / Tendering Entity Tax Reference Number	

Name of Tenderer:

Signature of tenderer:

Date:

**T2.20 CERTIFIED PROOF OF GOOD STANDING WITH THE
COMPENSATION COMMISSIONER**

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code:	N/A

**ATTACH A CERTIFIED COPY OF PROOF, THAT THE
TENDERER IS IN GOOD STANDING WITH THE
COMPENSATION COMMISSIONER, TO THIS PAGE FOR
ADJUDICATION PURPOSES**

NOTE

In the case of a Tender by a Joint Venture, certified copies of proof of Good Standing with the Compensation Commissioner in respect of each party to the Joint Venture must be attached to this page

T2.21 - FORM OF OFFER AND ACCEPTANCE

Tender no: MST04 of 2023

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of :

Refurbishment and Upgrading of uMsunduzi Museums Buildings

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and Addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the tenderer 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:

Amount (in words):	
Amount in figures:	R

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 Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature (s)			
Name (s)			
Capacity			
For the tenderer			
	(Name and address of tenderer)		
Name and signature of witness			Date

ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1	Agreement and Contract Data, (which includes this agreement)
Part C2	Pricing data
Part C3	Scope of work.
Part C4	Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, 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 fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature (s)			
Name (s)			
Capacity			
For the employer			
	<i>(Name and address of employer)</i>		
Name and signature of witness			

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer'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
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1.1.1. Subject:
Details:

1.1.2. Subject:
Details:

1.1.3. Subject:
Details:

1.1.4. Subject:
Details:

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

T2.21a CONFIRMATION OF RECEIPT

Refurbishment and Upgrading of uMsunduzi Museums Buildings

Tender no.:	MST04 of 2023	Project Code:	N/A
--------------------	---------------	----------------------	-----

The Tenderer (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the _____ (day)

of _____ (month)

_____ (year)

at _____ (Place)

For the Contractor:

Signature

Name

Capacity

Signature and name of witness:

Signature

Name

T2.22 - FINAL BILL OF QUANTITY SUMMARY

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code:	N/A

ATTACH SUMMARY PAGE OF THE BILL OF QUANTITIES

T2.23 - PROOF OF PAID MUNICIPAL RATES & TAXES

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code:	N/A

**ATTACH PROOF OF PAID MUNICIPAL RATES & TAXES TO
THIS PAGE FOR ADJUDICATION PURPOSES**

NOTE

In the case of a Quotation by a Joint Venture, proof of paid municipal rates and taxes for each member of the Joint Venture should be attached to this form.

T2.24 - CERTIFIED PROOF OF VALID UIF REGISTRATION

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code:	N/A

ATTACH A CERTIFIED COPY OF PROOF, THAT THE TENDERER IS IN GOOD STANDING WITH THE **UIF TO THIS PAGE FOR ADJUDICATION PURPOSES**

NOTE

In the case of a Tender by a Joint Venture, certified copies of proof of Good Standing with the **UIF** in respect of each party to the Joint Venture must be attached to this page

The contractor must submit proof of UIF Contributions made to the fund to the Principal Agent on a monthly basis for the duration of the contract.

Should the contractor default on his monthly payments, the Employer will pay the outstanding payments due and the contractor will be liable for payments made by the Employer on behalf of the contractor, plus any additional cost associated with this process.

T2.25 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

This document must be signed and submitted together with your tender

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful tenderers (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 Tender SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF TenderERS AND SUCCESSFUL TenderERS (CONTRACTORS)

- 3.1 Tenderers are required to sign and submit this Standard Tendering Document (SBD 5) together with the Tender on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful Tenderders (contractors) are required, immediately after being officially notified about any successful Tender with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Tender / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr. Elias Malapane within five (5) working days after award of the contract. Mr. Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful Tenderder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;
- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful Tenderder (contractor) and, therefore, does not involve the purchasing institution.

Tender number:	_____	Closing date:	_____
Name of tenderer:	_____		
Postal address:	_____ _____		
Signature:	_____	Name (in print):	_____
Date:	_____		

T2.26 CERTIFICATE OF INDEPENDENT BID DETERMINATION - SBD 9

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code:	N/A

1. This Standard Bidding Document (SBD) must form part of all Bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Bidding (or Bid Rigging).² Collusive Bidding is a per se prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a) disregard the Bid of any Bidder if that Bidder, or any of its directors have abused the 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:

¹ Includes price quotations, advertised competitive Bids, limited Bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying Bid:

MST04 of 2023 - Refurbishment and Upgrading of uMsunduzi Museums Buildings

(Bid Number and Description)

in response to the invitation for the bid made by:

UMSUNDUZI MUSEUM

(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;
2. I understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying Bid, on behalf of the Bidder;
4. Each person whose signature appears on the accompanying Bid has been authorized by the Bidder to determine the terms of, and to sign the Bid, on behalf of the Bidder;
5. For the purposes of this Certificate and the accompanying Bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - (a) has been requested to submit a Bid in response to this Bid invitation;
 - (b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder
6. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive Bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a Bid;
 - (e) the submission of a Bid which does not meet the specifications and conditions of the Bid; 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.

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

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 _____

T2.27 - CERTIFIED PROOF OF REGISTRATION ON CENTRAL SUPPLIERS DATABASE
--

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Bid no:	MST04 of 2023	Project Code:	N/A

ATTACH A CERTIFIED COPY OF PROOF, THAT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIERS DATABASE TO THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

In the case of a Tender by a Joint Venture, certified copies of proof of registration on the Central Suppliers Data Base in respect of each party to the Joint Venture must be attached to this page

T2.28 - CERTIFIED PROOF OF CIDB REGISTRATION NUMBER

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code:	N/A

ATTACH A CERTIFIED COPY OF PROOF, THAT THE
TENDERER IS REGISTERED WITH THE CONSTRUCTION
INDUSTRY DEVELOPMENT BOARD (CIDB) TO THIS PAGE
FOR ADJUDICATION PURPOSES

NOTE

In the case of a Tender by a Joint Venture, certified copies of proof of registration with the CIDB in respect of each party to the Joint Venture must be attached to this page

T2.29 - PRICING SCHEDULE SBD 3.3

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code:	N/A

SBD 3.3

PRICING SCHEDULE (Professional Services)

NAME OF BIDDER:	BID NO.:
CLOSING TIME 11:00	CLOSING DATE.....

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
------------	-------------	--

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

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

R.....

R.....

R.....

R.....

R.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

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

R..... days

R..... days

R..... days

R..... days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

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

.....

.....

R.....

.....

.....

R.....

.....

.....

R.....

.....

.....

R.....

TOTAL: R.....

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

Bid No.:

Name of Bidder:

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract? *YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
-
-
-

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

T2.30 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 1 SBD 7.1

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL TENDERER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL TENDERER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE TENDERER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached tendering documents to the uMsunduzi Museum in accordance, with the requirements and specifications stipulated in tender number MST04 of 2023 at the price/s quoted.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Tendering documents, viz
 - Invitation to tender;
 - Tax Compliance Status (TCS) **PIN**;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Specific Goal/s, for this tender in terms of the Preferential Procurement Regulations 2022;
 - Bidders Disclosure;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract for construction works Edition 2 - GCC2010; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my Tender; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the Tendering documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any Tenderer or any other person regarding this or any other Tender.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT): _____

CAPACITY: _____

SIGNATURE: _____

NAME OF FIRM: _____

DATE: _____

<u>Witnesses:</u>	
1.	_____
2.	_____
Date: _____	

T2.31 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 2 SBD7.1

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I _____ in my capacity as _____

accepts your tender under reference MST04 of 2023 dated _____ for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT _____ ON _____
[Place] [Date]

NAME (PRINT): _____

SIGNATURE: _____



OFFICIAL STAMP:

Witnesses:

1. _____

2. _____

Date: _____

T2.32 - OHSE PLAN STRUCTURE

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code:	N/A

A detailed OHSE Plan is to be submitted by the successful tenderer as per Construction Regulation 7(1)(a).

Refurbishment and Upgrading of uMsunduzi Museums Buildings

Tenderer to attached their detailed plan here

T2.33 CONTRACT FORM - RENDERING OF SERVICES SBD 7.2

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I in my capacity as
accept your bid under reference number dated for the rendering of services
indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract,
within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

T2.34 - Functionality Criteria

TENDER EVALUATION CRITERIA AND SCORING

The weighting for Functionality 70 out of 100 sub-points is as follows:

Evaluation Criteria		Deliverables	Points	Sub-Points		Sub-Criteria
1.	Financial Standing	The submission of all financial requirements stipulated in the tender	10 Points	5	Sub-points	Proof of working capital of at least 2.5% of project value
				5	Sub-points	Annual/Audited Financial Statement/Management Account/income and Expenditure Statements (3 years)
2.	Competency, Experience and Resource Capacity	Tenderer to demonstrate their technical competency, human resource capacity and relevant project , 2 points allocated per practical completion received	100 Points	20	Sub-points	Detailed schedule of resources at all levels
				40	Sub-points	Schedule of experience on Heritage projects- letters of award to be attached and practical completion certificate of at least one (1) project successfully completed in the preceding 5 years.
				20	Sub-points	Schedule of experience on projects of similar value and duration (Past 5 years) – letters of award to be attached and practical completion certificate for all work completed in the preceding 5 years.
				10	Sub-points	Demonstrated ability to work on an accelerated programme
3.	Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project	A tenderer that submits a detailed project organogram that sets out the roles and responsibilities of each proposed team member, which is backed up By their curriculum vitae that demonstrate extensive experience, together with a project implementation structure shall be allocated maximum sub-points. In all other instances zero (0) sub-points shall be allocated.	50 Points	5	Sub-points	Submission of a detailed organogram
				10	Sub-points	All key project resources have more than (5) years' experience in the construction industry. All key project resources have experience in projects of a similar value and nature
				10	Sub-points	Detailed CV. Traceable reference. Certificates of qualified professionals in their full employment to be attached.

				10	Sub-points	Detailed CV of each team member (Category) and Traceable references to be detailed
				10	Sub-points	All key project resources are dedicated full time for the duration of the project including proof of UIF contributions
				5	Sub-points	Tenderer to demonstrate key/resource deployment over the various work package
4.	Tenderers ability to provide a Letter of Intent for the provision of a guarantee	Original letter of intent on a bank's letterhead.	5 Points	5	Sub-points	Letter from a registered financial institution confirming intention to issue a provision of a guarantee
5.	Methodology and Approach Specific to the Project	Detailed method statement and programme to be submitted.	30 Points	0		
				5	Sub-points	Resourcing strategy for the various work breakdown structures including resource deployment plan (PS)
				2	Sub-points	Material storage, handling and distribution
				5	Sub-points	Productivity, programming, resource investment, progress tracking, corrective action plans, etc.
				2	Sub-points	Programme and progress reporting, including tracking of long lead procurement items
				2	Sub-points	OHS Management, compliance and reporting
				2	Sub-points	Site documentation control, filing and archiving
				2	Sub-points	Queries and information required approach
				10	Sub-points	Approach paper detailing the construction methodology for Heritage site

6	HVAC Subcontractor Functionality & Quality Criteria	Max 12 points per resource	100 Points	36	Sub-points	<p>Qualifications and Experience of HVAC Sub-contractor's Key Personnel</p> <p>A minimum of three resources that shall be used on the job are to be provided as per Form T2.40.1.</p> <ul style="list-style-type: none"> •Contracts Manager/Site Agent (NQF 6 or higher) •Senior Foreman (NQF 5 or higher) •Trade Tested Artisan (NQF 5 or higher) <p>Originally certified true copies of the relevant qualifications are to be submitted, failing of which, points for qualifications will be forfeited.</p> <ul style="list-style-type: none"> •No valid qualifications submitted = 0 points •Valid qualifications submitted = 6 points <p>Relevant experience in the stated designation / current position must be stated (as per Form T2.40.1).</p> <ul style="list-style-type: none"> •Less than 2 years = 2 point •2 – 5 years = 4 points •5 years or more = 6 points
		16 points per valid project		64	Sub-points	<p>The HVAC Sub-contractor is to fully complete Form T2.6.1 to attain points for this section. The HVAC Sub-contractor must demonstrate that they have experience in at least 4 (four) projects of a similar nature and cost, with contactable references. The projects are required to have been completed within the last 3 years under the current Company ownership.</p>
7	Lift Subcontractor Functionality & Quality Criteria	Max 12 points per resource	100 Points	36	Sub-points	<p>The HVAC Sub-contractor is to fully complete Form T2.6.1 to attain points for this section. The HVAC Sub-contractor must demonstrate that they have experience in at least 4 (four) projects of a similar nature and cost, with contactable references. The projects are required to have been completed within the last 3 years under the current Company ownership.</p>
		16 points per valid project		64	Sub-points	<p>The Lift Sub-contractor is to fully complete Form T2.6.1 to attain points for this section. The Lift Sub-contractor must demonstrate that they have experience in at least 4 (four) projects of a similar nature and cost, with contactable references. The projects are required to have been completed within the last 3 years under the current Company ownership.</p>

8	Electrical Subcontractor Functionality & Quality Criteria	Max 12 points per resource	100 Points	36	Sub-points	<p>Qualifications and Experience of Electrical Sub-contractor's Key Personnel</p> <p>A minimum of three resources that shall be used on the job are to be provided as per Form T2.40.2.</p> <ul style="list-style-type: none"> •Contracts Manager/Site Agent (NQF 6 or higher) •Senior Foreman (NQF 5 or higher) •Trade Tested Artisan (NQF 5 or higher) <p>Originally certified true copies of the relevant qualifications are to be submitted, failing of which, points for qualifications will be forfeited.</p> <ul style="list-style-type: none"> •No valid qualifications submitted = 0 points •Valid qualifications submitted = 6 points <p>Relevant experience in the stated designation / current position must be stated (as per Form T2.40.2).</p> <ul style="list-style-type: none"> •Less than 2 years = 2 point •2 – 5 years = 4 points •5 years or more = 6 points
		16 points per valid project		64	Sub-points	<p>The Electrical Sub-contractor is to fully complete Form T2.6.2 to attain points for this section. The Electrical Sub-contractor must demonstrate that they have experience in at least 4 (four) projects of a similar nature and cost, with contactable references. The projects are required to have been completed within the last 3 years under the current Company ownership.</p>
9.	Roof Subcontractor Functionality & Quality Criteria	Max 20 points per project	100 Points	100	Sub-points	<p>The Roof Sub-contractor is to fully complete Form T2.6.4 to attain points for this section. The roof Sub-contractor must demonstrate that they have experience in at least 5 (five) projects of a similar nature and cost, with contactable references. The projects are required to have been completed within the last 3 years under the current Company ownership.</p>

TENDER EVALUATION CRITERIA AND SCORING PRICE AND BBBEE

Evaluation Criteria	Deliverables	Points	
Price	The lowest responsive and responsible	80	Points
Preference Points	In terms of Regulation 4 (2) and 4 (2) of the Preferential Procurement Regulations, preference points may be awarded to a bidder for the specific goal specified for the tender in accordance with the table below: Specific goals must be determined per tender.	20	Points
	• Black Ownership	12	Points
	• Women Ownership	4	Points
	• Disability Ownership	2	Points
	• Youth Ownership	2	Points
	• Non-Compliant	0	Points

Black Ownership	% of Preferential point
Bidder with 100% black ownership	100%
Bidder with 51% to 99% black ownership	50%
Bidder with less than 51% black ownership	25%
Bidder with no black ownership	0%
Woman Ownership	% of Preferential points
Bidder with 100% woman ownership	100%
Bidder with 51% to 99% woman ownership	50%
Bidder with less than 51% woman ownership	25%
Bidder with no woman ownership	0%
Disability Ownership	% of Preferential points
Bidder with 100% disability ownership	100%
Bidder with 51% to 99% disability ownership	50%
Bidder with less than 51% disability ownership	25%
Bidder with no disability ownership	0%
Youth Ownership	% of Preferential points
Bidder with 100% Youth ownership	100%
Bidder with 51% to 99% Youth ownership	50%
Bidder with less than 51% Youth ownership	25%
Bidder with no Youth ownership	0%

PART A**T2.35 INVITATION TO TENDER - SBD 1****YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE REFURBISHMENT AND UPGRADING OF UMSUNDUZI MUSEUM BUILDINGS**

TENDER NUMBER:	MST04 of 2023	CLOSING DATE:	2023/12/14	CLOSING TIME:	11:00
DESCRIPTION	Refurbishment and Upgrading of uMsunduzi Museums Buildings				

THE SUCCESSFUL TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACTTENDER RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT *(STREET ADDRESS)***uMsunduzi Museum, 351 Langabalilele Street, Pietermaritzburg, KZN****SUPPLIER INFORMATION**

NAME OF TENDERER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
	TCS PIN:		CSD No:	

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (Tick YES or NO)	Yes			B-BBEE STATUS LEVEL SWORN AFFIDAVIT (Tick YES or NO)	Yes				
	No				No				
If YES, State the name of the verification agency accredited by SANAS									
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes		NO		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES	YES		NO	
	[IF YES ENCLOSE PROOF]				(IF YES ANSWER PART B:3 BELOW)				
SIGNATURE OF TENDERER					DATE				
CAPACITY UNDER WHICH THIS TENDER IS SIGNED (Attach proof of authority to sign this tender; e.g. resolution of directors, etc.)									
TOTAL NUMBER OF ITEMS OFFERED					TOTAL TENDER PRICE (ALL INCLUSIVE)				
TENDERING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:					TECHNICAL INFORMATION MAY BE DIRECTED TO:				
DEPARTMENT/ PUBLIC ENTITY					CONTACT PERSON				
CONTACT PERSON					TELEPHONE NUMBER				
TELEPHONE NUMBER					FACSIMILE NUMBER				
FACSIMILE NUMBER					E-MAIL ADDRESS				
E-MAIL ADDRESS									

PART B**TERMS AND CONDITIONS FOR TENDERING - SBD 1****1. Tender SUBMISSION:**

1.1. Tenders MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE Tenders WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL Tenders MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE

1.3. Tenderers MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO TENDERING INSTITUTION.

1.4. WHERE A Tenderer IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE Tender DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO TENDERING INSTITUTION.

1.5. THIS Tender IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 Tenderers MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 Tenderers ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

[2.3 APPLICATION FOR TAX COMPLIANCE STATUS \(TCS\) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE \[WWW.SARS.GOV.ZA\]\(http://WWW.SARS.GOV.ZA\).](#)

2.4 Tenderers MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE Tender.

2.5 IN Tenders WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE TENDERER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS, PERSONS IN THE SERVICE OF THE STATE.

3. QUESTIONNAIRE TO TENDERING FOREIGN SUPPLIERS

3.1. IS THE Tenderer A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES

NO

3.2. DOES THE Tenderer HAVE A BRANCH IN THE RSA?

YES

NO

3.3. DOES THE Tenderer HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES

NO

3.4. DOES THE Tenderer HAVE ANY SOURCE OF INCOME IN THE RSA?	YES		NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.				
NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE Tender INVALID.				

T2.36 - PROOF OF WORKING CAPITAL

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code	N/A

**BIDDERS ARE TO SUBMIT AND ATTACH TO THIS PAGE
THE CONFIRMATION OF BRIDGING FINANCE OF AT
LEAST 2.5% OF THE PROJECT VALUE**

The bidder to provide confirmation of bridging finance of at least 2.5% of the tender value from a Registered Financial Institution in support and attached same as a returnable **(Refer to T2.34)**

- 1 Confirmation of bridging finance of at least 2,5% of project value.
- 2 The confirmation to indicate that a minimum of 2,5% of the tender value will be available to the Tenderer to execute the defined scope of works.
- 3 The bidder to provide a confirmation of bridging finance from a Registered Financial
- 4 To be provided on an Original Letterhead supplied by the Registered Financial Institution

T2.38 SCHEDULE OF YEARS OF EXPERIENCE OF KEY PERSONNEL

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code:	N/A

Bidders to demonstrate their technical competency, human resource capacity and relevant project experience in Building/ Engineering projects by submitting the following information:

- 1 Detailed schedule of full-time resources at all organizational levels (include organogram) including their experience over the past five (5) years. Bidders to attach contract of employment of full time resources and failure to attach contracts will declare bidder non-responsive.
- 2 Experience and track record of Project Dedicated Contracts Directors/Manager, Project Manager, Site Agent, Safety Agent and Site Foreman in the execution of the works of similar nature, complexity, cost and duration over the past five (5) years.
- 3 Detailed CV of each key team member including the construction activities on site. The CV's must correspond with the organogram and the key resources schedule. CV's are required for the key personnel employed during the construction stage.
- 4 Traceable references (names and contact nos. of Principal Agents) for the key team members executing construction activities on site.

Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment	Number
Site Agent			
Project Manager			
Foreman			
Safety Officer-Construction Supervisor			
Others			

DESIGNATION	NAME	AGE	YEARS OF EXPERIENCE (POST REGISTRATION)	PERIOD WITH COMPANY	HIGHEST QUALIFICATION	PERCENTAGE INVOLVEMENT ON SITE
Site Agent						
Project Manager						
Foreman						
Safety Officer-Construction						
Others						

NAME	COMPANY	CONTACT DETAILS	PROJECT REFERENCE

T2.38.1: CURRICULUM VITAE OF KEY PERSONNEL

HVAC SUBCONTRACTOR

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience.

.....

.....

Signature of person named in the schedule

Date

DESIGNATION: SENIOR FOREMAN					
Name:		Date of birth:			
Profession:		Nationality:			
Formal Qualifications (Qualification, Name of Institution and Year Obtained):					
1.					
2.					
3.					
Professional Registrations (Designation, Professional Body and Registration Number):					
1.					
2.					
3.					
Name of Employer (firm):	Full Time:	Yes		No	
Current Position:	Years with the Firm:				
	Years at Current Position:				
Employment Record:					
Specific Experience Record Pertinent to Required Service:					

Certification:
 I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience.

.....

Signature of person named in the schedule

.....

Date

DESIGNATION: TRADE TESTED ARTISAN					
Name:		Date of birth:			
Profession:		Nationality:			
Formal Qualifications (Qualification, Name of Institution and Year Obtained):					
1.					
2.					
3.					
Professional Registrations (Designation, Professional Body and Registration Number):					
1.					
2.					
3.					
Name of Employer (firm):	Full Time:	Yes		No	
Current Position:	Years with the Firm:				
	Years at Current Position:				
Employment Record:					
Specific Experience Record Pertinent to Required Service:					

Certification:
 I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience.

.....

Signature of person named in the schedule

.....

Date

T2.38.2: CURRICULUM VITAE OF KEY PERSONNEL

ELECTRICAL SUBCONTRACTOR

DESIGNATION: CONTRACTS MANAGER / SITE AGENT					
Name:		Date of birth:			
Profession:		Nationality:			
Formal Qualifications (Qualification, Name of Institution and Year Obtained):					
1.					
2.					
3.					
Professional Registrations (Designation, Professional Body and Registration Number):					
1.					
2.					
3.					
Name of Employer (firm):	Full Time:	Yes		No	
Current Position:	Years with the Firm:				
	Years at Current Position:				
Employment Record:					
Specific Experience Record Pertinent to Required Service:					

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience.

.....

.....

Signature of person named in the schedule

Date

DESIGNATION: SENIOR FOREMAN					
Name:		Date of birth:			
Profession:		Nationality:			
Formal Qualifications (Qualification, Name of Institution and Year Obtained):					
1.					
2.					
3.					
Professional Registrations (Designation, Professional Body and Registration Number):					
1.					
2.					
3.					
Name of Employer (firm):	Full Time:	Yes		No	
Current Position:	Years with the Firm:				
	Years at Current Position:				
Employment Record:					
Specific Experience Record Pertinent to Required Service:					

Certification:
 I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience.

.....
 Signature of person named in the schedule

Date

DESIGNATION: TRADE TESTED ARTISAN					
Name:		Date of birth:			
Profession:		Nationality:			
Formal Qualifications (Qualification, Name of Institution and Year Obtained):					
1.					
2.					
3.					
Professional Registrations (Designation, Professional Body and Registration Number):					
1.					
2.					
3.					
Name of Employer (firm):	Full Time:	Yes		No	
Current Position:	Years with the Firm:				
	Years at Current Position:				
Employment Record:					
Specific Experience Record Pertinent to Required Service:					

Certification:
 I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience.

.....

Signature of person named in the schedule

.....

Date

T2.38.3: CURRICULUM VITAE OF KEY PERSONNEL

LIFT SUBCONTRACTOR

DESIGNATION: CONTRACTS MANAGER / SITE AGENT					
Name:		Date of birth:			
Profession:		Nationality:			
Formal Qualifications (Qualification, Name of Institution and Year Obtained):					
1.					
2.					
3.					
Professional Registrations (Designation, Professional Body and Registration Number):					
1.					
2.					
3.					
Name of Employer (firm):	Full Time:	Yes		No	
Current Position:	Years with the Firm:				
	Years at Current Position:				
Employment Record:					
Specific Experience Record Pertinent to Required Service:					

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience.

.....

.....

Signature of person named in the schedule

Date

DESIGNATION: SENIOR FOREMAN					
Name:		Date of birth:			
Profession:		Nationality:			
Formal Qualifications (Qualification, Name of Institution and Year Obtained):					
1.					
2.					
3.					
Professional Registrations (Designation, Professional Body and Registration Number):					
1.					
2.					
3.					
Name of Employer (firm):	Full Time:	Yes		No	
Current Position:	Years with the Firm:				
	Years at Current Position:				
Employment Record:					
Specific Experience Record Pertinent to Required Service:					

Certification:
 I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience.

.....

Signature of person named in the schedule

.....

Date

DESIGNATION: TRADE TESTED ARTISAN					
Name:		Date of birth:			
Profession:		Nationality:			
Formal Qualifications (Qualification, Name of Institution and Year Obtained):					
1.					
2.					
3.					
Professional Registrations (Designation, Professional Body and Registration Number):					
1.					
2.					
3.					
Name of Employer (firm):	Full Time:	Yes		No	
Current Position:	Years with the Firm:				
	Years at Current Position:				
Employment Record:					
Specific Experience Record Pertinent to Required Service:					

Certification:
 I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience.

.....

Signature of person named in the schedule

.....

Date

T2.39 - COMPETENCY AND CONSTRUCTION EXPERIENCE

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code	N/A

BIDDERS ARE TO SUBMIT AND ATTACH A SCHEDULE OF PROJECTS OF SIMILAR NATURE AND VALUE UNDERTAKEN AND SUCCESSFULLY COMPLETED IN THE PAST FIVE (5) YEARS - LETTER OF AWARD AND PRACTICAL COMPLETION CERTIFICATES FOR PROJECTS COMPLETED IN THE PRECEDING YEARS (MINIMUM OF THREE (3) COMPLETED PROJECTS REQUIRED - REFER TO T2.34)

The schedule should include:

- 1 Project Name/Description
- 2 Place (Town)
- 3 Project Type/Nature
- 4 Project Value
- 5 Contract Period
- 6 Start Date
- 7 End Date
- 8 Reference/Contact Person

Bidders are advised to use form T2.7

T2.40 - METHODOLOGY AND APPROACH

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code	N/A

BIDDERS ARE TO SUBMIT AND ATTACH A DETAILED METHOD STATEMENT AND PROGRAMME

The method statement and programme should cover the following nine (9) areas:

PROGRAMME

- 1 Programme divided into work zones, both vertically and horizontally
- 2 Programme fully resourced and linked- critical path clearly indicated
- 3 Milestone dates highlighted and Practical, Works and Final completion shown.

METHOD STATEMENT

- 4 Site establishment with layout indicating proposed positions of all prescribed facilities, hoarding, etc.
- 5 Resource strategy for the various work breakdown structures including resource deployment plan
- 6 Material storage, handling and distribution strategy with detailed written plan
- 7 OHS Management, compliance and reporting
- 8 Site documentation control, filing and archiving.
- 9 Approach to queries and information required (RFI)

T2.41 - LETTER OF INTENT TO PROVIDE A CONSTRUCTION GUARANTEE TO A VALUE OF 10% OF THE PROJECT VALUE
--

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code	N/A

**BIDDERS ARE TO SUBMIT AND ATTACH TO THIS PAGE,
PROOF FROM A REGSITERED FINANCIAL INSTITUTION,
CONFIRMING THAT SHOULD THE BIDDER BE AWARDED
THE PROJECT, A CONSTRUCTION GUARANTEE OF 10%
OF THE PROJECT VALUE INCLUDING VALUE ADDED TAX
WILL BE ISSUED**

The Bidder to provide confirmation from a Registered Financial Institution a letter of intent to provide a construction guarantee and attach same as a returnable.

- 1 To be provided on an Original Letterhead supplied by the Registered Financial Institution and must be valid for 60 calendar days from the closing date of tenders.
- 2 Must include the Financial Institution's official stamp and the date to be clearly annotated.
- 3 Must not be older than three (3) calendar months from the date of tender closing.

T2.42 SCHEDULE OF TARGETED SUB-CONTRACTORS (NOT APPLICABLE)			
Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code:	N/A

This schedule must be used by the Bidders to demonstrate the creation and reciprocal value of sub-contracting opportunities for EME's and QSE's in the designated groups

1 Tenderer to indicate the names of sub-contractors and the activities in each sub-contract work. The Tenderer is required to sub-let 30% of the works to domestic sub-contractors as per treasury regulations.

TOTAL SUM TENDERED EXCLUSIVE OF VAT	R
SUB-CONTRACTING TARGETED GOAL OFFERED BY TENDERER (PERCENTAGE)	%
PROPOSED NET VALUE TO BE SUB-CONTRACTED	R

NAMEOF TARGETE SUB-CONTRACTORS	ECDP REGISTERED (YES/NO)	B-BBEE LEVEL	BLACK OWNERSHIP	SUB-CONTRACT WORK DESCRIPTION	VALUE OF WORK SUB- CONTRACTED
					R
					R
					R
					R
					R
					R
NET TOTAL VALUE SUB-CONTRACT WORK					R

INDEMNITY:

I/We hereby certify that the above information, facts and representations are correct and that the proposed targeted sub-contractors named shall perform commercially useful functions in the performance of this contract. This requirement is encouraged which will be underpinned by the provision of an implementation plant upon the request of the Principal Agent at the site handover stage.

SIGNATURE: _____

NAME: _____

DESIGNATION: _____

DATE: _____



BILLS OF QUANTITIES

with GCC for Construction Works - Second Edition 2010

CONTRACTUAL SECTION

ONE VOLUME APPROACH

Refurbishment and Upgrading of uMsunduzi Museums Buildings

Architect/Principal Agent

Bartsch Consult (Pty) Ltd
01 George McFarlane Lane, NTE House, Redlands Office Park
Pietermaritzburg
3201

Tel Number: 033- 347 1325

Fax Number:

tertius@bartschkzn.co.za

Employer:

UMSUNDUZI MUSEUM

351 Langabalilele Street

PIETERMARITZBURG

3200

Tel Number: 033- 394 6834

Fax Number:

Tender Number: MST04 of 2023

CIDB Grading: 6GB or Higher

Project Code: N/A

Document Date: 16 November 2023

Contracting Party: _____

CIDB Registration number: _____

Central Suppliers Database Registration Number: _____

Refurbishment and Upgrading of uMsunduzi Museums Buildings

THE CONTRACT

Refurbishment and Upgrading of uMsunduzi Museums Buildings

C1 - AGREEMENT AND CONTRACT DATA

Refurbishment and Upgrading of uMsunduzi Museums Buildings

FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE



Refurbishment and Upgrading of uMsunduzi Museums Buildings

C.1.1 - FORM OF OFFER AND ACCEPTANCE

THE OFFER AND ACCEPTANCE FORM IS BOUND INTO **SECTION 1** (See end of Returnable Documents) OF THIS DOCUMENT AS PART OF THE RETURNABLE DOCUMENTS. ONCE A CONTRACT IS CONCLUDED WITH A SUCCESSFUL TENDERER, THIS PAGE WILL BE REPLACED WITH THE FILLED AND SIGNED OFFER AND SIGN ACCEPTANCE BY THE EMPLOYER AND IT WILL BECOME PART OF THE CONTRACT.

PLEASE SUBMIT THE OFFER AND ACCEPTANCE FORM WITH THE OTHER RETURNABLE DOCUMENTS.

Refurbishment and Upgrading of uMsunduzi Museums Buildings

C1.2 - CONTRACT DATA

C 1.2 CONTRACT DATA:
with GCC for Construction Works - Second Edition 2010

CONTRACT DATA FOR:

Refurbishment and Upgrading of uMsunduzi Museums Buildings

Tender no: MST04 of 2023

The General Conditions of Contract are the clauses contained in the General Conditions of Contract (2010) (Second Edition) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained through most regional offices of the South African Institution of Civil Engineering, telephone number 011 805 5947 or by visiting their website at www.saice.org.za.

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this contract:

CONTRACT VARIABLES

This schedule contains all variables specific to this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of this **agreement**.

Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets.

The Engineer/Principal Agent, in accordance with Clause 1.1.1.16, shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties as described in Clause 3.1.2.

Part 1: CONTRACT DATA PROVIDED BY THE EMPLOYER:

PRE-TENDER INFORMATION

CONTRACTING AND OTHER PARTIES

[1.1.1.15]	<p>Employer: uMsunduzi Museum KZN</p> <p>Postal address: P.O. Box 998, Pietermaritzburg, 3200</p> <p>Tel: 033- 394 6834 Fax: 033-342 4100</p>
[1.2.1.2]	<p>Physical address: 351 Langabalilele Street PIETERMARITZBURG 3200</p>
[1.1.1.16]	<p>Employers Agent 1 Bartsch Consult (Pty) Ltd</p> <p>Agent's service: Architect</p> <p>Postal address: PO Box 1097 Ladysmith 3370</p> <p>Tel: 033-347-1325 Fax:</p>
	<p>Employers Agent 3 Vigar and Associates</p> <p>Agent's service: Structural Engineer</p> <p>Postal address: 22 Montrose Park Blvd, Victoria Country Club Estate Pietermaritzburg 3201</p> <p>Tel: 033 347 3606 Fax: 0</p>
	<p>Employers Agent 4 LSG International</p> <p>Agent's service: Mechanical Engineer</p> <p>Postal address: PO Box 37602 Overport 4067</p> <p>Tel: 031- 205 2335 Fax: 0</p>

Tender no:	MST04 of 2023
	Employers Agent 5 Hamsa Consulting Engineers Agent's service: Electrical Engineer Postal address: SUITE 407, Straus Daly Place, 41 Richefont Circle, Ridgeside Office Park Umhlanga 4319 Tel: insert 031 572 5723 Fax: 086 650 6477
PART 1: DATA PROVIDED BY THE EMPLOYER	
[1.1.1.13]	<u>Defects Liability Period</u> The defects liability period is: Defects Liability Period is 12 Months for the whole of the Works
<u>Latent Defect Period</u>	
[5.16.3]	The latent defect period is: 5 years after the Final Approval Certificate
<u>Documentation required before Commencement of the Works:</u>	
[5.3.1]	The documentation required before commencement with the Works execution are;
[4.3]	Health and Safety Plan The Contractor shall deliver his Health and Safety Plan of the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
[5.6]	Initial Programme The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date.
[6.2]	Guarantee The Contractor shall deliver his chosen Guarantee (security) for this Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
[8.6]	Insurance The Contractor shall deliver his insurance for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
	Cash flow by contractor The Contractor shall deliver his Cash flow for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
	Priced Bill of Quantity The Contractor shall deliver his Priced Bill of Quantity with the tender document on the tender closing date as per the advert.
	Programme The Contractor is required to submit his Programme of Works in terms of Clause 5.6.1 and 5.3.1 and the Principal Agent is required to approve this within 7 days in terms of Clause 5.6.3
	Other requirements
[5.3.2]	The time to submit the documentation required before commencement with Works execution is: 14 calendar days
	<u>Non-Working days</u>
[5.8.1]	Non-Working days Saturdays, Sundays Special non- working days All Nationally Recognized Public Holidays and the year end break
[5.8.1]	First Year end break - commences 15-Dec-23 ends on 15-Jan-24 Second Year end break - commences 16-Dec-24 ends on 06-Jan-25 Third Year end break - commences N/A ends on N/A Fourth Year end break - commences N/A ends on N/A
	<u>Engineer/Principal Agent to consult with Employer</u>
[3.1.3]	The Engineer shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties.
	<u>Security</u>
[6.2.1]	The time to deliver the deed of guarantee is Prior to site hand over in terms of clause 5.3.1 and 5.3.2.
[6.2.1]	Please see CONTRACT DATA - below to select Guarantee Option
	<u>Commencement Date</u>
	Commencement date means the date of Site Hand over that should not occur prior to the tenderer receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.

	<p>The Agreement comes into effect on the date when; The tenderer <u>receives one fully completed original copy of this document</u> , including the Schedule of Deviations (if any)</p> <p><u>The agreement</u> ("this document") consists of;</p> <p>1. Agreement and Conditions of Contract. 2. Form of Offer and Acceptance. 3. Contract Data. 4. Scope of Works. 5. Site Information. 6. Drawings & documents referred to in the 1 to 4 above.</p> <p>(See Form of Offer and Acceptance)</p>										
[5.3.1]	The contractor shall commence executing the Works within 7 calendar days from the Commencement Date.										
[5.4.1]	Possession of the site will be given within 10 calendar days after the contractor has fulfilled the conditions (4.3, 5.6, 6.2, 8.6) and received the notification from the Employer of Site Hand Over where the contractor will receive one <u>fully signed</u> copy of the Form of Offer and Acceptance from the employer .										
[5.6.1]	The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date.										
	CONTRACT DETAILS										
[1.1.1.33]	Works description: Refer to document C3 – Scope of Work.										
[1.1.1.30]	Site description: Refer to document C4 – Site Information.										
	Specific options that are applicable to a State organ only Where so :										
[6.10.6.2]	<p>1) Interest rate legislation:</p> <p>(a) in respect of interest owed <u>by</u> the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will</p> <p>(b) in respect of interest owed <u>to</u> the employer, 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</p> <p>2) Lateral support insurance to be effected by the contractor:</p> <table><tr><td>Yes</td><td>No</td></tr></table> <p>3) Payment will be made for materials and goods</p> <table><tr><td>Yes</td><td>X</td><td>No</td></tr></table> <p>4) Dispute resolution by litigation</p> <table><tr><td>Yes</td><td>No</td></tr></table> <p>5) Extended defects liability period applicable to the following elements:</p> <table><tr><td>Electrical, Mechanical and Roof work</td></tr></table>			Yes	No	Yes	X	No	Yes	No	Electrical, Mechanical and Roof work
Yes	No										
Yes	X	No									
Yes	No										
Electrical, Mechanical and Roof work											
[8.6.1.1.2]	The Value of material, supplied by the Employer, and not included in the Contract Price, is:	TBD									
[8.6.1.1.3]	The amount to cover Professional Fees, not included in the Contract Price, for repairing damage and loss to be included in the insurance: 30% of the Contract Price										
[8.6.1.3]	The limit for indemnity for liable insurance is: Works Insurance Public Liability SASRIA	<table><tr><td>Unlimited</td></tr><tr><td>130% x Contract Sum</td></tr><tr><td>R 15 0000 0000,00</td></tr><tr><td>130% x Contract Sum</td></tr></table>	Unlimited	130% x Contract Sum	R 15 0000 0000,00	130% x Contract Sum	NOTE: The limit of indemnity for liable insurance is UNLIMITED, however, proof of insurance for the amounts stated must be provided before site handover				
Unlimited											
130% x Contract Sum											
R 15 0000 0000,00											
130% x Contract Sum											
[6.5.1.2.3]	The percentage allowance to cover overhead charges for contractor and subcontractors, is:	33.30%									
[1.1.1.14]	Practical Completion Date The Practical Completion date is: A time measured from the Commencement date.										
	For the works as a whole: The whole of the works shall be completed within:	6	Months (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods).								
[5.5.1]	The date for practical completion shall be	To be determined									
[5.13.1]	The penalty per calendar day shall be :	0.04% of the Contract Price, rounded to the nearest R10									
	For the works in sections: The date for practical completion from the commencement date and the penalty per calendar day:										
	Portion 1:										
[5.5.1]	N/A										
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10										
	Portion 2:										
[5.5.1]	N/A										

[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
	Portion 3:
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
	Portion 4:
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
	Portion 5:
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
	Portion 6:
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
[1.3.2]	The law applicable to this agreement shall be that of the: Republic of South Africa
[6.10.1.5]	The percentage advance on materials not yet built into the Permanent Works is: 80.00%
[6.10.3]	<p>Percentage retention on amounts due to contractor is: The Percentage retention is nil. The only security required by the Employer will be such as selected by the Contractor on the Form of Offer and Acceptance and Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR, point 2 - Documents, of the Contract Data.</p> <p>Maximum retention is: 0.00% of the Contract Price</p>
[6.8.1]	Notwithstanding anything to the contrary contained in the General conditions of Contract and Preliminaries, this contract could only, when the <u>construction period exceeds 6 months and the contract exceeds R1,000,000.00</u> , be subject to a Contract Price Adjustment Factor.
[6.8.2]	Clause 6.8.2 the last part of the sentence saying "calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule." must be replaced by "calculated according to the Contract Price Adjustment Provisions (CPAP) Indices Application Manual for use with P0151 indices (Revised 1 January 2013)" as published by Statistics South Africa. The Contract Price Adjustment Provision (CPAP) will be subject to the most recently released indices by Statistic South Africa. Tenderers are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Museum will not accept the submission by Tenderers of lists of additional items."
[6.8.2]	Where this contract is a Lump Sum contract, the contract will only be subject to Contract Price Adjustment Provisions (CPAP)(Revised 1 January 2013) where the contract period equals or exceeds 6 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings only.
[5.14.5]	<p>The following clause must be added to clause 5.14.5:</p> <p>[5.14.5.6] The employers agent shall submit the final account within 3 calendar months to the principal agent.</p>
[10.5]	The determinations of disputes shall be by ARBITRATION ONLY.
[10.5.3]	The number of Adjudication Board Members to be appointed is: One
[10.9.1]	Replace the last part of the clause with the following: "...on the application of either party, by the Chairman, or his nominee of the Association of Arbitrators."
	<p>Where CPAP is applicable, the contract sum will be adjusted in accordance with the Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as published by Statistics South Africa, dated 1 January 2013 and any amendments</p> <ol style="list-style-type: none"> 1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated 2) In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be adjusted in accordance with Work Group 170. 3) Further to clause 3.4.6 of the CPAP Indices Application Manual, the listing of additional items for exclusion by Tenderer's, will not be permitted. <p>Alternative Indices: Not Applicable</p> <p>Details of changes made to the General Conditions of Contract for construction works (2010) Second Edition</p>
[1.1]	<p>Clause</p> <p>[1.1.1.5] COMMENCEMENT DATE – means the actual date of Site Hand over that should not occur prior to the Tenderer receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.</p> <p>[5.12.2.2] ABNORMAL CLIMATIC CONDITIONS - means conditions over and above what could reasonably be expected for the specific locality where the Works are being executed and include inter alia excessive rain, heat, cold, wind and any other climatic condition that would not normally be experienced during the season that the Works are executed in that area. The South African Weather Service's (http://www.weathersa.co.za) 10 year average climatic conditions statistics would be what could be reasonably expected for the specific locality where the Works are executed.</p> <p>[6.2.1] CONSTRUCTION GUARANTEE – means an on demand 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 Offer and Acceptance Form and the contract data.</p> <p>CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of due completion date. This period will be deemed to commence on actual site hand over date to the contractor and end on the date of practical completion and shall include all annual industrial holiday periods, Sundays and public holidays.</p>

	<p>CORRUPT PRACTICE – means the offer, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>FINAL ACCOUNT - The document prepared by the principal agent, which reflects the contract value of the works at final approval or termination.</p> <p>FRAUDULENT PRACTICE – 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 practise 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>INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:</p> <p>(a) in respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply: and</p> <p>(b) in respect of interest owed to the employer, 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</p>
	<p>[1.1.1.16] ENGINEER/PRINCIPAL AGENT – means the person or entity appointed by the Employer and named in the Contract Data as the Engineer /Principal Agent to act as agent of the Employer. In the event of an Engineer/Principal Agent not being appointed, then all the duties and obligations of an Engineer/Principal Agent as detailed in the Contract shall be fulfilled by a representative of the Employer as named in the Contract Data. (Hereafter referred to as Engineer)</p> <p>[1.1.1.21] GENERAL ITEMS - or preliminaries means items stipulated in the Pricing Data relating to general obligations, site services, facilities and/or items that cover elements of the cost of the work which are not considered as proportional to the quantities of the Permanent Works.</p>
	<p>[4.4.1] Add the following to the clause 4.4.1: <i>"The Contract shall only use subcontractors who are duly registered with the CIDB and who has an ACTIVE status at the time of submitting the tender"</i></p> <p>[6.2.1] Refer to Offer and Acceptance form for the various options that the contractor may choose from in providing a form of Guarantee under "GUARATEE OPTIONS".</p>
	<p>[6.10.6.2] Replace <i>"at the prime overdraft rate, as charged by the Contractor's Bank,"</i> with <i>"..at the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975)."</i> Omit <i>"on all overdue payments from the date on which the same should have been paid..."</i> and replace with <i>"only after 30 calendar days from receiving written notice from the Contractor that the amount is overdue..."</i></p>
[5.12.3]	<p>SPECIAL CONDITIONS OF CONTRACT</p> <p>Omit clause 5.12.3 and add the following:</p> <p><i>"5.12.3. If an extension of time is granted, the Contractor shall be paid such additional time-related General Items, including for special non-working days, if applicable as are appropriate regarding to any other compensation which may already have been granted in respect of the circumstances concerned. The reasons for extension of time that would invoke payment of time related General Items are inter alia;</i></p> <p>5.12.3.1 <i>Failure to give possession of the site to the contractor.</i></p> <p>5.12.3.2 <i>Making good physical loss and repairing damage to the works where the contractor is not at risk.</i></p> <p>5.12.3.3 <i>Contract instructions not occasioned by default by the contractor.</i></p> <p>5.12.3.4 <i>Failure to issue construction information timeously or the late issue of a contract instruction following a request from the contractor.</i></p> <p>5.12.3.5 <i>Late acceptance by the principal agent of a design undertaken by a selected subcontractor where the contractor's obligations have been met.</i></p> <p>5.12.3.6 <i>Suspension or cancellation termination invoked by a nominated or selected n/s subcontractor due to default by the employer or the PA.</i></p> <p>5.12.3.7 <i>Insolvency of a nominated subcontractor.</i></p> <p>5.12.3.8 <i>A direct contractor.</i></p> <p>5.12.3.9 <i>Opening up and testing of work and materials and goods where such work is according to in accordance with the contract documents.</i></p> <p>5.12.3.10 <i>The execution of additional work for which the quantity included in the bills of quantities is not sufficiently accurate.</i></p> <p>5.12.3.11 <i>Late or failure to supply materials and goods for which the employer is responsible.</i></p> <p>5.12.3.12 <i>Suspension of the works."</i></p> <p>[5.14.5.1] Omit entire clause 5.14.5.1</p> <p>[5.16.4] Add the following new clause <i>"5.16.4. Upon the issue of a Final Approval Certificate, unless otherwise provided in the Contract:</i></p> <p>[6.2.2] Replace the following <i>"..it shall be deemed that the Contractor has selected a security of ten percent retention of the value of the Works."</i> with <i>"..it shall be deemed that the Contractor has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added</i></p> <p>[6.2.3] Add to clause 6.2.3 the following <i>"The Contractor shall provide proof of paid-up premium payments to accompany his payment certificate as proof that his performance guarantee has not expired yet. The Contractor will not receive payment</i></p> <p>[9.3.2.2] Omit <i>"without prejudice to the exercise of any lien the Contractor may have acquired over the Employer's property."</i></p> <p>Duties and functions of the Engineer requiring the specific approval of the Employer BEFORE execution of any part of these</p>

- (a) Determinations of contractors claims for extension of time (revision of the contract completion date). All claims for extension of time shall be submitted by the **Engineer**, together with the **Engineer's** recommendations, to the **Employer** for determination. Omit "Engineer" in clause 42.2 and replace with "Employer".
- (b) Drawings, instructions or communications of any kind requiring variations of the works and involving EXTRA's shall NOT be given effect by the **Contractor** UNTIL BOTH the "Official Variation Order" and the "Financial Request for Variation Order and Additional Funds" form, as issued by the Employer, have been approved and signed by the **Employer**.
- (c) Insurance policies to be approved by the **Employer** within 21 days of the date of the **Commencement** of the Works.
- (d) Any notice of disagreement raised by the **Contractor** or written Dispute Notice given by the **Contractor** to the **Engineer** shall be submitted by the **Engineer**, together with the **Engineer's** recommendations, to the **Employer** for determination.
- (e) The issue of the certificate of practical completion, certificate of completion and the final approval certificate shall be signed and submitted by the **Engineer**, to the **Employer** for final approval and signature. The certificates shall not be considered as officially issued until signed by the **Employer**.

MANAGING PROJECT DURATION

- (a) The Contractor shall co-ordinate his programme with all other contractors whose work may precede or be executed simultaneously to his own. The Contractor will be called upon to plan and control the project using the Project Evaluation and Review Technique (PERT) or other approved Critical Path Method (CPM) network analysis of his events and activities and those of the sub-contractors in his employ and must co-ordinate his planning with any other contractor employed on the project. A fortnightly project control report will be expected from the Contractor in writing, evaluating any gains or delays against the critical path and he should allow for all costs involved in planning reviewing and updating the programme to the satisfaction of the Principal Agent against this item.
- (b) Activity-and total float shall belong to the Employer.
- (c) The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the It is a condition of this contract that, the contractor submit to the Engineer/principal agent a detailed CPM Programme which shall be to the approval of the Engineer/principal agent. In this regard tenderers are advised to consult with the Engineer/Principal Agent as to the format and requirements of the programme as no claim whatsoever will entertained should the programme fail to meet the requirements of the Engineer/Principal Agent. Failure to submit the programme within the stipulated time may result in the contractor being held in breach of contract.

The approved programme will form the basis of time management of the project and extension of time will not be guaranteed unless the Contractor has strictly complied with this provision.

The programme shall make allowance for rain and the number of rain days allowed within the critical path shall be on the provisions of the clause dealing with inclement weather and claiming for delays in performance in this bill.
Allowance for the above must be made under this item as no claims for failing to comply with this precondition will later be entertained.

INCLEMENT WEATHER AND CLAIMS FOR DELAYS IN PERFORMANCE

- (a) The Contract Sum includes a monthly allowance of 3 working days inclement weather during which rainfall exceeds 10mm as indicated in the Scope of Works. These days shall be reflected on the critical path of the Contractor's programme as specified in MANAGING PROJECT DURATION above.
- (b) Claims for delays in performance due to inclement weather shall be calculated separately for each calendar month and for the project as a whole. Delays or gains to the critical path shall be reflected in all revisions of the programme. An extension of time will only be granted where the following conditions are met:
 - (i) The criteria to be used for WORK stoppages shall be for safety hazards or poor quality of work.
 - (ii) The Employer's site representative or the Employer's Principal Agent, if the site representative is not available shall be notified when the Contractor stops the work and intends to claim performance delays. The Employer representative shall inspect the situation together with the Contractor and give an immediate decision.
 - 1. The stoppage claimed must cause a delay in the Completion Date of work. If the critical activities can proceed and a non-critical activity is delayed due to inclement weather no claims for delay shall be granted.
 - 2. No claims for stoppages less than 2(two) hours per day shall be considered.
 - 3. Claims granted for more than 2 (two) hours, but less than 10 (ten) hour (lunch included) day, shall be added together and expressed as full days.
 - 4. All claims shall be submitted in writing to the Principal Agent within one working day of the actual stoppage.
 - 5. The total delay in performance granted to the Contractor expressed in days shall be added to the contractual Completion Date of each section of the Works. The contractual penalty clause shall only come into effect after this newly arrived date.
 - 6. Total delays (in hours) will be rounded up or down to the nearest integer for the calculation of Working Days. The total hours (including lunch) per Working Day shall be 10 unless otherwise indicated on the Contractor's programme.
 - 7. Where the programmed delays for inclement weather exceed the actual delays incurred the Completion Date(s) will not be
 - 8. Where the project includes builder's holidays the programmed durations for inclement weather shall be adjusted pro-rate to the actual Working Days.
 - 9. The total of all monthly delays due to inclement weather shall be calculated in accordance with the example given below:

Description		Months					Total
		Sept	Oct	Nov	Dec	Jan	
		Hours	Hours	Hours	Hours	Hours	
Programmed	Rain days	0	30	30	15	15	90
Actual	Rain days	16	22	35	15	18	106
Difference		-16	8	-5	0	-3	-16
Estimated Extension of time - in working days							2

8 hrs/day*

See point 5.2 in the Scope of Works for the specific days the tenderer must allow for in this contract.

Tender no:	MST04 of 2023	Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR:	
POST-TENDER INFORMATION			
Note: All information for this section requires consultation with the Contractor . The Engineer/Principal Agent shall not pre-select any of the alternatives available to the Contractor .			
1 CONTRACT DETAILS			
[1.1.1.9]	Contractor Name:		
[1.2.1.2]	Postal address:		
		
		
	Tel no	Fax no	
	Tax / VAT Registration No:	e-mail	
	Physical address:		
		
		
[1.1.1.10]	The accepted contract price inclusive of tax is R :		
	[Amount in words]		
	Payment Of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)		
	The preliminaries amounts shall be paid in terms of:	*Alternative A	Yes
		**Alternative B	N/A
	<i>* Assessed by the Engineer/Principal Agent as an amount prorated to the value of the Work duly executed in the same ratio as the Preliminaries bears to the Contract Price excluding VAT, Preliminary amount, Contingencies and any CPAP.</i>		
	<i>** Calculated from the priced Bill of Quantity/Lump Sum document. The Contractor and the Engineer/Principal Agent shall agree on a division of the priced Preliminaries items into: initial establishment charge, monthly charge and final disestablishment charge.</i>		
	If the Contractor and the Engineer/Principal Agent can not agree, within 10 Working Days from the Commencement Date, on such a division then the Engineer/Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly		
	10% of the General Items/Preliminaries amount shall not be varied		
	15% of the General Items/Preliminaries shall only be varied in proportion of the Contract Price to the Contract Sum		
	75% of the General Items/Preliminaries shall be varied in proportion to the revised Construction Period compared with the initial Construction Period.		
	Adjustment of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)		
Alternative A	For the adjustment of Preliminaries both the Contract Sum and the Contract Value (including tax) shall exclude the amount of Preliminaries, all Contingency Sum(s) and any provision for Cost Price Adjustment Provisions:-		
	- An amount which shall not be varied.		
	- An amount varied in proportion to the contract value as compared to the Contract Sum.		
	- An amount varied in proportion to the Construction Period as compared to the initial Construction Period (excluding revisions to the Construction Period to which the Contractor is not entitled) to adjustment of the Contract Value in terms of the agreement.		
	The Contractor shall provide a breakdown of charges (including tax) within 15 working days of the date of acceptance of tender and, where applicable, an apportionment of Preliminaries per section		
	If the Contractor and the Principal Agent cannot agree, within ten (10) Working Days from the Commencement Date, on such a division then the Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows;		
	10% of the amount shall not be varied		
	15% varied in proportion of the Contract Value to the Contract Sum		
	75% varied in proportion to the revised Construction period compared with the initial Construction Period		
	Sectional Completion : Subdivision of Preliminaries Costs		
	For the adjustment of preliminaries for sections of the work the value of fixed, value, and time related amounts of the preliminaries for each section is required. The contractor is to provide such information within fifteen (15) working days of taking possession of the site, failing which the categorised preliminaries amounts shall be prorated to the value of each section.		
	The above shall apply equally for projects where sectional completion was not contemplated at tender stage but subsequently occurred on an adhoc basis during construction of the works as agreed between the client and the employer. The original priced categorised amounts for fixed, value, and time related amounts shall be prorated to the value of each section.		

GUARANTEE OPTIONS

The Tenderer agrees to provide a bank or insurance guarantee in accordance with clause 6.2.3 of the Conditions of the GCC2010 Contract within the period stated in the Contract Data. This guarantee shall be for a sum equal to an amount stated in the Contract Data.

Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act (Long Term Insurance Act No 52 of 1998 or Short Term Insurance Act No 53 of 1998) or by a bank duly registered in terms of the Banks Act No 94 of 1990, on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

(a) the tenderer accepts that in respect of contracts up to R1 million, a payment reduction of 5% of the contact value will be applicable and will be reduced by the Employer in terms of the applicable conditions of contract.

(b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below: select one option

(i) cash deposit of 10 % of the Contract Price

(ii) bank or insurance Performance Guarantee of 10 % of the Contract Price

(iii) cash deposit of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)

(iv) bank or insurance guarantee of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)

NOTE: Where the Tenderer has not selected one of the guarantee options above, the default option will be as if the Tenderer has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax. - See GCC2010 clause 6.2.2 as amended in Contract Data.

3 SIGNATURES OF THE CONTRACTING PARTIES

Thus done and signed at.....on

Name of signatory

for and behalf of the **Employer** who by

Capacity
of signatory

as Witness.

Thus done and signed at.....on

Name of signatory

for and behalf of the **Contractor** who

Capacity of signatory

as Witness.

Refurbishment and Upgrading of uMsunduzi Museums Buildings

C1.3 - FORM OF GUARANTEE

**C1.3 PERFORMANCE GUARANTEE -
GCC FOR CONSTRUCTION WORKS (2nd Edition - 2010)**

The Director
uMsunduzi Museum
351 Langalibelele Street
Pietermaritzburg
3200

Sir,

ON DEMAND PERFORMANCE GUARANTEE

Tender Number MST04 of 2023

Project Code N/A

For use with the General Conditions of Contract for Construction Works, Second Edition, 2010.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: _____

Physical Address: _____

"Employer" means: The Umsunduzi Museum

"Contractor" means: _____

"Engineer" means: _____

"Works" means: **Refurbishment and Upgrading of uMsunduzi Museums Buildings**

"Site" means: _____

"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: _____

Amount in Words:

"Guaranteed Sum" means: The maximum aggregate amount of: 10%
Of Contract Sum

Amount in Words: _____

"Expiry Date" means: _____

CONTRACT DETAILS

Engineer Issues: Interim Payment Certificates, Final Payment Certificates and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
- 3 The Guarantor hereby 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.
- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract 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 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) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum Certified in 4.
- 5 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Where the Guarantor has made payments in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Payment Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8 Payment by the Guarantor in terms of 4 or 5 shall be made with seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

- 10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, to this jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Refurbishment and Upgrading of uMsunduzi Museums Buildings

PART C2 - PRICING DATA

C2.1 PRICING INSTRUCTIONS
GCC FOR CONSTRUCTION WORKS (Second Edition 2010)

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender no:	MST04 of 2023	Project Code:	N/A

C2.1 Pricing Instructions

	<p>Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)</p> <p>The adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories by insertion of “F”, “V”, “T” as the case may be against the price in the “rate” column immediately preceding the “amount” column, where “F” denotes a fixed amount (amount not varied), “V” denotes an amount variable in proportion to value and “T” denotes an amount variable in proportion to time.</p>
1	<p>MASSES AND MEASURING UNITS</p> <p>These shall be in accordance with the Measuring Units and National Measuring Standards Act No. 76 of 1973 and amendments thereto.</p> <p>The pages of each of these documents are numbered consecutively and before the Tenderer submits his tender he should check the number of pages, and if any are found missing or duplicated, or the figures or writing indistinct, or the documents contain any obvious error, he should apply to the Employer AT ONCE and have same rectified as no liability whatsoever will be admitted by the Administration in respect of errors in Tender due to the foregoing.</p>
2	<p>PRICES FOR VARIATIONS</p> <p>Where prices or quotations for variations are submitted by the Contractor during the currency of the Contract, it is to be clearly understood that these are for the purpose of consideration by the Employer and that there is no assumption of acceptance. The Contractor will be notified of acceptance of prices or quotations either by insertion of the amount on the variation order or by written intimation.</p>
3	<p>SCALE</p> <p>The scale to which the Drawings are made is only to be made use of when no figured dimensions are given either on the Drawings or in the tender documents and the figured dimensions are always to be followed though they may not coincide with the scale of the Drawings, but dimensions where possible are to be taken from the buildings.</p>
4	<p>PROVISIONAL ITEMS</p> <p>All items described as "Provisional" shall be used as directed by the Employer and measured and valued or paid for.</p> <p>No work for which "Provisional" items are allowed shall be commenced without written instructions from the Employer.</p>

5	<p>TIMELY ORDERING OF MATERIALS</p> <p>The Contractor is warned to place all orders for materials or special articles as early as possible, as he will be held solely responsible for any delay in the delivery of such goods.</p> <p>Nevertheless this tender is conditional upon no liability being attached to the Contractor if delivery of materials is rendered impossible by reason of any act of the Government.</p>
6	<p>ELECTRICAL LIGHTING, POWER AND WATER</p> <p>The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Employer.</p> <p>The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed.</p> <p>Tenderers are advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.</p>
7	<p>IMPORT PERMITS, DUTIES AND SURCHARGES.</p> <p>All tenders by means of which imported products are being called for, must use the rate of exchange 14 days prior to the closing date indicated in the tender documents. If this day falls on a weekend or public holiday, the next working day must be used.</p> <p>Furthermore, Tenderers must submit documentary proof (in the form of a certified copy) from their bank or legally recognised financial institution, clearly indicating what the rate of exchange was 14 days prior to the closing date, as mentioned above.</p> <p>Together with this, the Tenderer must confirm that the tender price relating to an imported product, was based on the rate of exchange 14 days prior to the closing date as mentioned above.</p>
8	<p>STANDARD SYSTEM OF MEASUREMENT WHERE BILLS OF QUANTITIES FORM PART OF THE TENDER DOCUMENTS</p> <p>The work executed under this Contract has been measured in accordance with the;</p> <p style="text-align: center;">Standard System of Measuring Builders Work (7th Edition)</p> <p>including all amendments unless descriptions of items indicate a deviation and it shall be understood that the system of measurement which is herein adopted is the only system of measurement which will be recognised in connection with this contract. Any contradictions to this system of measurement contained in the "Model Preambles for Trades 2008" shall be disregarded (unless same have been accommodated in the system of measurement) but applicable rates shall be included for all requirements stated and not measured separately in compliance with this system.</p>
9	<p>PRICING OF ROCK EXCAVATIONS</p> <p>It is a condition of this tender that should the tenderer elect to price the Rock Excavation included in this tender, the rates must be market related and should be identically priced for the same classification of excavations and not vary for similar billed items in the different sections.</p>

10	<p>BROAD BASED BLACK ECONOMIC EMPOWERMENT</p> <ol style="list-style-type: none"> 1. It is the deliberate policy of the Provincial Administration of KwaZulu-Natal to foster and to encourage the economic empowerment of Black South Africans. This policy will be implemented without prescription and without prejudicing the principles and the integrity of the Provincial Administration of KwaZulu-Natal. Subject to these constraints and also subject to good business practise and commercial consideration, it is therefore considered appropriate that the Provincial Administration of KwaZulu-Natal should encourage business relationships with companies which actively pursue Affirmative Action and Black Economic Empowerment Programmes. 2. In responding to this tender you are therefore encouraged to devote attention to these two subjects of Affirmative Action and Economic Empowerment. In addition, in considering the appointment of sub-contractors, you are requested to extend the spirit of these policies. 3. The foregoing enunciations of this policy are not intended to be prescriptive nor to preclude any individual or operation from responding to this tender. 				
11	<p>REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE</p> <ol style="list-style-type: none"> 1. In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the varification functionality of key supplier information. 2. Prospective suppliers will be able to self - register on the CSD website: www.csd.gov.za 3. Once the supplier information has been varified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated. 4. Suppliers can provide their CSD supplier number and unique security code to organs of state to view their varified CSD information. 5 Tenderers are required to fill in clearly, legibly, in bold print and black ink their CSD supplier number in the space hereunder: <table border="1" data-bbox="177 1429 1476 1585"> <tr> <td data-bbox="177 1429 683 1496">Name of Supplier</td><td data-bbox="683 1429 1476 1496"></td></tr> <tr> <td data-bbox="177 1496 683 1585">Central Supplier Database (CSD) Supplier Number:</td><td data-bbox="683 1496 1476 1585"></td></tr> </table>	Name of Supplier		Central Supplier Database (CSD) Supplier Number:	
Name of Supplier					
Central Supplier Database (CSD) Supplier Number:					
12	<p>TAX CLEARANCE REQUIREMENTS</p> <p>It is a condition of tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderder's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance, during the project, which is required to process your payment certificates.</p> <ol style="list-style-type: none"> 1 In order to meet this requirement tenderers are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign Tenderders / individuals who wish to submit Tenders. 2 SARS will then furnish the Tenderder with a Tax Compliance Status (TCS) PIN that will be valid for a period of 1 (one) year from the date of approval. 3 In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN. 				

	4 Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za .	
	5 Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za .	
	6 Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za .	
	Security PIN Number	
	Company / Entity Tax Reference Number	
13	BILLS OF QUANTITIES/LUMP SUM DOCUMENT	
	The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract documents, the Standard Conditions of Tender, Conditions of Contract, Standard Preambles to all Trades, Specifications, Drawings and all other relevant documentation.	
14	VALUE ADDED TAX	
	The tender price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the Bills of Quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.	
15	FIXED PRICE CONTRACT	
	The contract is not subject to Escalation using the Haylett Formula	

Refurbishment and Upgrading of uMsunduzi Museums Buildings

C2.2 - Preliminaries for GCC for Construction works - 2nd Edition 2010

SEE ANNEXURE 0

Refurbishment and Upgrading of uMsunduzi Museums Buildings

PART C2.3 BILL OF QUANTITIES SEE ANNEXURE 0

Refurbishment and Upgrading of uMsunduzi Museums Buildings

PART C3. SCOPE OF WORKS

C3.1 SCOPE OF WORKS
GCC FOR CONSTRUCTION WORKS (Edition 2 of 2010)

Scope of Works complied in accordance with SANS 10403 where reference is made to this part of SANS 1921-1:2004

Project title: Refurbishment and Upgrading of uMsunduzi Museums Buildings

Tender no: MST04 of 2023 **Project Code:** N/A

	SECTION 1
1	EXTENT OF THE WORKS
1.1	EMPLOYERS OBJECTIVES
	<p>There are 4 main objectives for this project firstly to upgrade the electrical installation in the Main Building and provide backup generator supply, secondly to upgrade the mechanical installations on the Main building, including the provision of a platform- type passenger lift, thirdly general building works associated with the electrical and mechanical upgrades. Including repairs and renovations to roof coverings and rainwater goods and alterations and upgrades to ablutions and kitchen area.</p>
1.2	OVERVIEW OF THE WORKS
	<p><u>Electrical:</u> The works involve the upgrade and or replacement of electrical fittings, light fittings and wiring to selected areas in the Main Building, provision of a standby generator and fire detection system.</p> <p><u>Mechanical:</u> The works involve the replacement of the current HVAC system in the Auditorium and Main Exhibition Hall, and replacement of selected split units in offices. A platform- type enclosed passenger lift is also to be installed in the Main Exhibition Hall, to allow visitors access for disabled persons to the mezzanine floor.</p> <p><u>General building works:</u> The works involve the construction of a generator enclosure, as well as remedial work related to areas where the mechanical and electrical installations will take place.</p> <p>Repairs and renovation to the roof involves: Repairs and replacement of rainwater goods, e.g. gutters, downpipes. Repairs to valleys and hips, flashings. Replacement of selected roof tiles and bargeboards. Repair to the turrets and dormers, which will require specialist timber works.</p> <p>Alterations to the ablution and kitchen area, include refurbishment work to these facilities</p>
1.3	EXTENT OF THE WORKS
	<p>The extent of the works is limited to the Main Building (Block M), which is a Listed Heritage Building.</p>
1.4	LOCATION OF THE WORKS
	<p>The site is situated at 351 Langalabilele Street, Pietermaritzburg. GPS Co-ordinates for the site is - 29.599; 30.383</p>
1.5	TEMPORARY WORKS
	<p>All temporary work to comply with the Occupational Health and safety Act (Act 85 of 1993)</p>
2	ENGINEERING
2.1	EMPLOYER'S DESIGN
	<p>Design done by the consulting team on behalf of the Employer. Copies of the drawings are attached to these bills of quantities.</p>
2.2	DESIGN BRIEF
	<p>Electrical and mechanical upgrades to the Main Building, with associated general building works and new generator room. Roof repairs and renovations. Alterations and upgrading of ablutions and kitchen area. The main building is a listed national heritage site.</p>

2.3	DRAWINGS See list of drawings/Annexure's attached to this document.																				
2.4	DESIGN PROCEDURES The Architectural and Engineering designs to comply with: <table border="1" data-bbox="220 344 1410 855"> <thead> <tr> <th>No.</th><th>TITLE</th></tr> </thead> <tbody> <tr> <td>SANS 10400</td><td>Application of National Building Regulations</td></tr> <tr> <td>SANS 10142</td><td>The Wiring of Premises Part 1: Low Voltage Installations</td></tr> <tr> <td>SANS 10140</td><td>Identification Colour Marking</td></tr> <tr> <td>SANS 10252</td><td>Water Supply and Drainage for Buildings</td></tr> <tr> <td>SANS 0103</td><td>Measurement and Rating of Environmental Noise with Respect to Annoyance and Speech Communication</td></tr> <tr> <td>ISO 17020</td><td>Conformity Criteria for the Operation of Various Types of Bodies Performing Inspections</td></tr> <tr> <td>BS1640</td><td>Specification for Steel Butt Welding Pipe Fittings for Petroleum Industry</td></tr> <tr> <td>BS21</td><td>Specifications for Pipe Threads and Fittings where Pressure Tight Joints are made on the Threads</td></tr> <tr> <td>SANS 10313</td><td>The Protection of structures against Lightning</td></tr> </tbody> </table> <p>In addition kindly refer to the general specifications attached to this document.</p>	No.	TITLE	SANS 10400	Application of National Building Regulations	SANS 10142	The Wiring of Premises Part 1: Low Voltage Installations	SANS 10140	Identification Colour Marking	SANS 10252	Water Supply and Drainage for Buildings	SANS 0103	Measurement and Rating of Environmental Noise with Respect to Annoyance and Speech Communication	ISO 17020	Conformity Criteria for the Operation of Various Types of Bodies Performing Inspections	BS1640	Specification for Steel Butt Welding Pipe Fittings for Petroleum Industry	BS21	Specifications for Pipe Threads and Fittings where Pressure Tight Joints are made on the Threads	SANS 10313	The Protection of structures against Lightning
No.	TITLE																				
SANS 10400	Application of National Building Regulations																				
SANS 10142	The Wiring of Premises Part 1: Low Voltage Installations																				
SANS 10140	Identification Colour Marking																				
SANS 10252	Water Supply and Drainage for Buildings																				
SANS 0103	Measurement and Rating of Environmental Noise with Respect to Annoyance and Speech Communication																				
ISO 17020	Conformity Criteria for the Operation of Various Types of Bodies Performing Inspections																				
BS1640	Specification for Steel Butt Welding Pipe Fittings for Petroleum Industry																				
BS21	Specifications for Pipe Threads and Fittings where Pressure Tight Joints are made on the Threads																				
SANS 10313	The Protection of structures against Lightning																				
3	<u>PROCUREMENT</u> 3.1 PREFERENTIAL PROCUREMENT PROCEDURES <p>This tender will be subject to the implementation of the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 and the relevant Supply Chain Management Legislation and the KwaZulu-Natal Supply Chain Management Policy Framework published by the KwaZulu-Natal Provincial Treasury. Tenderers are referred to www.kzntreasury.gov.za for access to the relevant documents.</p> <p>Tenderers are advised to familiarize themselves with the contents of the KwaZulu-Natal Supply Chain Management Policy Framework regarding Preference Point Systems, evaluation of tenders appeals and other matters.</p> 3.2 RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT <p>NOTE : This project will be adjudicated as not exceeding R 50,000 000,00</p> 3.3 SCOPE OF MANDATORY SUBCONTRACT WORK <p>Contractor to indicate the sub-contractor/s to be used on this project as stipulated in this tender document. Table T2.6 and T2.6.1, T2.6.2, T2.6.3, T2.6.4, T2.13.1, T2.13.2 and T2.13.3 must be completed.</p> 3.4 PREFERRED SUBCONTRACTORS/SUPPLIERS <p>N/A</p> 3.5 SUBCONTRACTING PROCEDURES <p>Tenderer to indicate the names of sub-contractors and the activities in each sub-contract work.</p>																				

4	<p><u>CONSTRUCTION</u></p> <p>4.1 APPLICABLE SANS 2001 STANDARDS FOR CONSTRUCTION WORKS</p> <p>The Contractor is referred to the "Model Preambles to Trades - 2008", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification for full descriptions of materials and methods referred to in these Bills of Quantities/Lump Sum documents, insofar as they apply. The Contractor is advised to study the "Standard Preambles to all Trades", any "Supplementary Preambles", the Electrical Specifications, Mechanical Specifications and Roof Specifications, before pricing Bills of Quantities/Lump Sum documents.</p> <p>Where the description in the Bills of Quantities/Lump Sum documents differ from those in the Standard Specifications, the descriptions in the Bills of Quantities/Lump Sum documents are to apply. No claim whatsoever will be allowed in respect of errors in pricing due to brevity of description of items in the Bills of Quantities/Lump Sum documents which are fully described when read in conjunction with the relevant Preambles and/or Specifications. Suppliers of materials and the like, whose quality systems apply with one or more of the SABS/SANS ISO 9000 Series should be used whenever possible in the absence of a particular SABS/SANS Specification Standard Mark.</p> <p>Wherever the words "shall be deemed to be included in the description", "shall be stated" or other words having the same effect, appear in the Standard System, it shall be deemed that all descriptions in these Bills of Quantities/Lump Sum documents incorporated such inclusions and statements whether specifically stated or not.</p> <p>The Contractor is hereby informed that where SABS/SANS Specifications are referred to in these Bills of Quantities/Lump Sums documents and Specifications thereto, then ONLY the Specification of Work Clauses will apply. The method of measurement and payment clauses will NOT apply to this Contract.</p> <p>The Contractor is hereby informed that risk of collapse and keeping excavations free from water (excluding subterranean water) generally are deemed to be included in the descriptions unless accommodated in the system of measurement. Please refer to the Geotechnical Investigation report when included at the end of these tender documents.</p> <p>Whenever reference is made to "Sub-Contractor", "Nominated Sub-Contractor" or the like in the specifications included or referred to in these Bills of Quantities/Lump Sums documents, it shall be deemed to mean "Contractor" as defined.</p>												
4.2	<p>APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS</p> <p>See above 4.1</p>												
4.3	<p>PARTICULAR / GENERIC SPECIFICATIONS</p> <p>The Contractor is referred to the following documents whether attached to this document or not:</p> <table border="1" data-bbox="220 1294 1414 1496"> <thead> <tr> <th><u>SPECIFICATION</u></th><th><u>PAGES</u></th></tr> </thead> <tbody> <tr> <td>Specification for HIV/AIDS Awareness (CIDB)</td><td>HIV1 TO HIV3</td></tr> <tr> <td>Electrical Installation Specifications</td><td>1 to 44</td></tr> <tr> <td>Lift Specification</td><td>1 to 21</td></tr> <tr> <td>HVAC Specification</td><td>1 to 60</td></tr> <tr> <td>Roof Specification</td><td>1 to 38</td></tr> </tbody> </table>	<u>SPECIFICATION</u>	<u>PAGES</u>	Specification for HIV/AIDS Awareness (CIDB)	HIV1 TO HIV3	Electrical Installation Specifications	1 to 44	Lift Specification	1 to 21	HVAC Specification	1 to 60	Roof Specification	1 to 38
<u>SPECIFICATION</u>	<u>PAGES</u>												
Specification for HIV/AIDS Awareness (CIDB)	HIV1 TO HIV3												
Electrical Installation Specifications	1 to 44												
Lift Specification	1 to 21												
HVAC Specification	1 to 60												
Roof Specification	1 to 38												
4.4	<p>CERTIFICATION BY RECOGNIZED BODIES</p> <p>Only electrical contractors registered with the Electrical Contracting Board of South Africa in accordance with the Regulations of the Occupational Health and Safety Act and with a minimum CIDB Grading of 5EB will be accepted and permitted to do work under this contract.</p> <p>Only mechanical contractors registered with the SARACCA body in accordance with the Regulations of the Occupational Health and Safety Act and with a minimum CIDB grading of 4ME will be accepted and permitted to do work under this contract.</p> <p>Only mechanical contractors with a minimum CIDB grading 2SI will be accepted and permitted to do work under this contract.</p>												
4.5	<p>AGRÉMENT CERTIFICATES</p> <p>Not applicable</p>												
4.6	<p>PLANT AND MATERIAL PROVIDED BY THE EMPLOYER</p> <p>Limited number of roof clay tiles will be made available by the client.</p>												
4.7	<p>SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER</p> <p>Not applicable</p>												

4.8	<p>OTHER SERVICES AND FACILITIES</p> <p>The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Administration.</p> <p>The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed.</p> <p>The Contractor is advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.</p>																																																																	
5	<p><u>MANAGEMENT</u></p>																																																																	
5.1	<p>APPLICABLE SANS 1921 STANDARDS</p> <p>Tenderders are referred to SECTION 2 : SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 IN THIS DOCUMENT</p>																																																																	
5.2	<p>RECORDING OF WEATHER</p> <p>The Contractor shall keep record of abnormal climatic conditions to facilitate the adjudication of claims for extension of the contract period.</p>																																																																	
	<p>The Contractor shall allow in his programme for the following number of days for rain days (rain > 10mm per day) as per the table below:</p> <table><tr><th colspan="3">CURRENT YEAR</th><th>YEAR + 1</th><th>YEAR + 2</th></tr><tr><td>January</td><td>w/days</td><td>3</td><td>3</td><td>3</td></tr><tr><td>February</td><td>w/days</td><td>3</td><td>3</td><td>3</td></tr><tr><td>March</td><td>w/days</td><td>3</td><td>3</td><td>3</td></tr><tr><td>April</td><td>w/days</td><td>3</td><td>3</td><td>3</td></tr><tr><td>May</td><td>w/days</td><td>3</td><td>3</td><td>3</td></tr><tr><td>June</td><td>w/days</td><td>3</td><td>3</td><td>3</td></tr><tr><td>July</td><td>w/days</td><td>3</td><td>3</td><td>3</td></tr><tr><td>August</td><td>w/days</td><td>3</td><td>3</td><td>3</td></tr><tr><td>September</td><td>w/days</td><td>3</td><td>3</td><td>3</td></tr><tr><td>October</td><td>w/days</td><td>3</td><td>3</td><td>3</td></tr><tr><td>November</td><td>w/days</td><td>3</td><td>3</td><td>3</td></tr><tr><td>December</td><td>w/days</td><td>3</td><td>3</td><td>3</td></tr></table>	CURRENT YEAR			YEAR + 1	YEAR + 2	January	w/days	3	3	3	February	w/days	3	3	3	March	w/days	3	3	3	April	w/days	3	3	3	May	w/days	3	3	3	June	w/days	3	3	3	July	w/days	3	3	3	August	w/days	3	3	3	September	w/days	3	3	3	October	w/days	3	3	3	November	w/days	3	3	3	December	w/days	3	3	3
CURRENT YEAR			YEAR + 1	YEAR + 2																																																														
January	w/days	3	3	3																																																														
February	w/days	3	3	3																																																														
March	w/days	3	3	3																																																														
April	w/days	3	3	3																																																														
May	w/days	3	3	3																																																														
June	w/days	3	3	3																																																														
July	w/days	3	3	3																																																														
August	w/days	3	3	3																																																														
September	w/days	3	3	3																																																														
October	w/days	3	3	3																																																														
November	w/days	3	3	3																																																														
December	w/days	3	3	3																																																														
5.3	<p>MANAGEMENT MEETINGS</p> <p>In order to facilitate the smooth functioning of the Works and to ensure the closest co-operation between all the parties concerned, the Employer will call for regular meetings to be held on the site, at which a senior member of the Contracting firm and the General Foreman of the Works will always be required to be present.</p> <p>In addition to the above, other persons will be required to attend these meetings as and when their presence is necessary, e.g., Consultants in all disciplines, representatives of the various Sub-Contractors, etc.</p> <p>Proper minutes of these meetings will be kept by the Employer\Principal Agent and copies will be circulated to all persons attending the meetings and to others who need to be kept informed.</p>																																																																	
5.4	<p>FORMS FOR CONTRACT ADMINISTRATION</p> <p>The Employer shall provide all necessary forms.</p>																																																																	
5.5	<p>ELECTRONIC PAYMENTS</p> <p>The Contractor shall provide all required information to the Employer to facilitate electronic payments upon request.</p>																																																																	

5.6	DAILY RECORDS <p>The Contractor shall keep daily records of people and equipment employed as well as a site diary in respect of work performed on the site.</p> <p>At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all Sub-Contractors on the works each day.</p> <p>At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.</p>
5.7	BONDS AND GUARANTEES <p>The Contractor shall within 10 calendar days after receiving notice from the Engineer and prior to receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data.</p>
5.8	PAYMENT CERTIFICATES <p>Requirements will be in accordance with the Employers prescriptions.</p>
5.9	PERMITS <p>The Contractor is advised that, in the case of an existing building or institution, all security measures in force will remain in operation and he must acquaint himself and his Employees with them as he and his Employees will at all times be subject to these measures.</p> <p>The Contractor will on no account extend his operations beyond the confines of the building site as indicated by the Employer and must ensure that all his Employees are made aware of these limits. Any Employee disregarding this instruction and found outside the limit of the building site without authority, shall be redeployed immediately and shall not again be employed on this Contract.</p> <p>The Contractor will be responsible for ensuring that this instruction is strictly enforced and must provide and remove upon completion or when directed, such other necessary temporary barriers, fences, etc., as may be required and is to allow opposite this item for any charges he may wish to make in this connection.</p>
5.10	PROOF OF COMPLIANCE WITH THE LAW <p>The following certificates, where applicable, must be provided before first delivery is taken:</p> <ul style="list-style-type: none"> - HIV/STI Report (Bound into this document) - Electrical Compliance Certificate - Plumbing Compliance Certificate - Lightning Certificate - Soil Protection Certificate - Concrete test and cube certificates - Waterproofing Guarantee certificates - TR1 and TR2 prefabricated roof truss certificates - Soil compaction certificates - Electrical and Mechanical test certificates - Plumbing and drainage pressure test certificates - Fire Compliance Certificate - Entomology Certificate - SANS 10400-A:2010 compliance certificates - Latest National Building Regulation
5.11	INSURANCE PROVIDED BY THE EMPLOYER <p>Not Applicable</p>

Clause Numbers	<u>SECTION 2</u>
	<u>SPECIFICATION DATA ASSOCIATED WITH SANS 1921-2004</u>
	4.1.7 The requirements for drawings, information and calculations for which the Contractor is responsible are:
	Shop drawings for steelwork, mechanical installation , electrical installation and roof installation must be submitted for approval 30 days prior to erections.
	4.2.1 The responsibility strategy assigned to the Contractor for the works is:
	Strategy A
	4.2.2 The structural engineer is:
	Vigar and Associates
	4.2.3 Drawings & other info are to be submitted in accordance with the contractors programme
	Shop drawings for steelwork, mechanical installation, electrical installation and roof installation must be submitted for approval 30 days prior to erections.
	4.3 The planning, programme and method statement are to comply with the following:
	Refer to quality criteria T2.34
4.12.1	Samples of materials
	The work is to be executed with materials of the best specified and in the most substantial and workmanlike manner under the inspection of the Employer and to his satisfaction. The Contractor shall furnish, without delay, such samples as called for or may be called for by the Employer, who may reject all materials or workmanship not corresponding with the approved sample. The samples of materials, workmanship and finishes that the Contractor is to provide and deliver to the employer are: - Tile sample. - Brick sample. - Light fitting sample. - Screed panel 2m x 2m impact test. - Tested trial mix to be approved by the Engineer.
	4.12.2 Fabrication drawings that the contractor is to provide to the employer are:
	Steel structures
4.12.3	Office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:
	OFFICE FOR FOREMAN
	Provide, erect, maintain and remove at completion a suitable temporary office for the Contractor or his Foreman, perfectly secured, lighted and ventilated and having a desk with drawers.
	TELEPHONE
	The Contractor shall provide a telephone on the site for the use of the Contractor and all Sub-Contractors for the duration of the Contract, and must make the necessary application for connection, give all notices and pay all fees, rentals and charges for the service and also for all calls.

	<p>OFFICE FOR INSPECTOR OF WORKS (NOT APPLICABLE)</p> <p>Provide, erect, maintain and remove at completion a well constructed temporary office for the Inspector of Works not less than 4 x 3 m on plan and 3 m high to eaves to the approval of the Employer. The office shall be constructed of wood framing covered externally with corrugated iron or corrugated asbestos and with a lean-to roof covered with the same material as the external wall covering. The office shall be lined internally with soft board or other approved material and a ceiling shall be provided of the same material as the internal lining. A suspended wood floor shall be provided and is to finish not less than 300 mm above the ground level. A lockable door and a window, which provides adequate light and ventilation, shall be fitted.</p> <p>The office shall be fitted in an approved manner with a sloping topped desk of height and length suitable for the laying out and studying of drawings, a desk or table with not less than two lock-up drawers, shelves, seating and wash-stand, and the Contractor shall provide all necessary attendance.</p>
	<p>SHED</p> <p>Provide, erect, maintain and remove at completion, ample temporary sheds for the proper storage of materials and for the use of the workmen, and remove when no longer required.</p>
4.14.6	<p>The requirement for provision and erection of signboards are:</p> <p>Supply, erect, maintain and remove at completion a painted notice board, size overall 2800 x 2345 mm high sign. Only the official notice board is to be displayed on the site and no Sub-Contractor's boards will be permitted. The Contractor, at his own cost, may provide a board on which all sub-contract firms' names may be sign written. The notice board is to be to the approval of the Employer and is to be maintained in first class condition and placed where directed at the entrance to the site and remain there for the duration of the Contract.</p>
4.17.1	<p>Requirement for the termination, diversion or maintenance of existing services:</p> <p>Should the Contractor come in contact with any underground cables or pipes during excavations, immediate notification must be made to the Employer and all work in the vicinity of such cables, pipes, etc., shall cease until authority to proceed has been obtained from the Employer. Should the Contractor damage underground cables or pipes resulting in a disruption of services to an existing institution such damage shall be repaired immediately.</p>
4.17.3	<p>Services which are known to exist on the site:</p> <p>Existing service including water lines, electrical underground cables, water pipes are not identified on the drawings. The tenderer will be expected to take all precautionary measures during excavations and execution of the works to avoid damaging any underground services. Any damage to such services will be repaired by the contractor at his own cost.</p>
4.17.4	<p>Requirement for detection apparatus</p> <p>None</p>

4.18 ADDITIONAL HEALTH AND SAFETY REQUIREMENTS ARE:

By the submission of a tender, any Tenderder will, if awarded the contract to which this tender document relates, be deemed to be the mandatory as envisaged by Section 37 (2) of the Act. As a mandatory the successful Tenderder will be deemed to be the "principal contractor" and an employer in his/her/their own right with duties as prescribed in the Act and accordingly will be deemed to have agreed to be solely responsible for ensuring that in connection with the service to which this tender document relates, all work will be performed and machinery and plant used in accordance with the Act. Should the Contractor, for whatever reason be unable to perform as required by the Act, the Contractor undertakes to inform the Employer accordingly.

Tenderders are advised that it is a Condition of this Tender that a 'Construction Phase Safety, Health and Environmental Plan' specifically relates to the project for which tenders are being submitted and must be prepared by the Tenderder and submitted with the other tender documents at the time of tender. Failure to do so will invalidate the tender.

Tenderders are therefore advised to study the 'Construction Safety, Health and Environmental Specification' which is issued as part of this tender document, the Model Preambles to Trades - 2008, any project Specification included in this tender document and any and all drawings which are referred to and issued as part of this tender document before preparing their own project specific 'Construction Phase Safety, Health and Environmental Plan' . Tenderders are also advised that such a plan which is submitted with a tender but is incomplete or considered inadequate by the Employer or his Representative will invalidate the tender.

The Contractor will be deemed to have satisfied himself with his obligations in terms of the Act and to have allowed for all costs arising from compliance with the Act as no claim for extra costs arising from compliance with, and obligations in terms of the Act will be entertained.

4.22 WORK BY NOMINATED AND SELECTED SUBCONTRACTORS COMPRISE:

N/A

C3.2 - SPECIFICATION FOR HIV/AIDS AWARENESS

1 Scope

This generic specification contains requirements applicable to the reduction of the risk of transfer of the HIV virus between and among construction workers and the local community through the following four strategies:

- a) raising awareness about HIV/AIDS;
- b) providing construction workers with access to condoms;
- c) HIV counselling, testing and referral services; and
- d) Sexually Transmitted Infection diagnosis and treatment.

2 Normative references:

The following standard contains provisions that, through reference in this text, constitute provisions of this standard:

SANS 4074 ISO 4074, *Condom Rubbers*

3 Definitions and Abbreviations

3.1 Definitions

Construction Worker: all persons in the employ of the contractor or in the employ of any of the subcontractors contracted by the contractor.

Local Community: the communities local to the site which are most likely to have contact with the construction worker and, in particular, sex workers in those communities.

Service provider: the natural or juristic person recognised by the South African Department of Health as specialist in conducting Aids Awareness Programmes.

3.2 Abbreviations

STI: Sexually transmitted infection

HIV: Human Immunodeficiency Virus

AIDS: Acquired Immune Deficiency Syndrome

4 Objectives

The objectives are to:

- a) reduce the risk of transfer of the HIV virus between and among construction workers and the local community;
- b) raise awareness amongst construction workers and the local community of the risk of infection with the HIV virus;
- c) promote early diagnosis; and
- d) assist affected individuals to access care and counselling.

5 Requirements

5.1 General requirement

The contractor shall, in order to satisfy the objectives stated in 4:

- a) make condoms complying with the requirements of SABS ISO 4074 available to all construction workers at readily accessible points on the site, suitably protected from the elements, for the duration of the contract;
- b) either place and maintain HIV/AIDS awareness posters of size of not less than A1 in areas which are highly trafficked by construction workers, or provide construction workers with a pamphlet, in languages largely understood by construction workers, which
- c) encourage voluntary HIV/STI testing;
- d) provide information concerning counselling, support and care of those that are infected services; and
- e) comply with the requirements of 5.2.

The provisions of 5.1 c) and d) do not apply to this contract.

5.2 HIV awareness programme

5.2.1 The contractor shall:

- a) engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme which is structured to achieve the outcomes stated in 5.2.3 for contract workers as soon as a construction workers camp is established and populated or, where no such camp is established, within two weeks of the commencement of a significant portion of the works and at subsequent intervals, if any, provided for in the scope of works; and
- b) arrange for, provide a suitable venue, and instruct all construction workers to attend the HIV Awareness Programme and notify the Employer's Representative of the date, time and venue whenever a session with construction workers is conducted.

5.2.2 The contractor shall do nothing to dissuade construction workers from attending such an HIV Awareness Programme and shall take all reasonable steps to ensure that a minimum of 90% of construction workers engaged in the works attend such a programme, when it is conducted.

5.2.3 The outcomes of the HIV Awareness Programme shall as a minimum, result in contract workers exposed to such a programme being able to:

- a) communicate the existence of problems of HIV and be able to outline the consequences of transmission of HIV to or from the local community;
- b) recall and communicate the mode of HIV transmission and preventative measures including the proper use of the condom.

The HIV/ Aids awareness programme described in 5.2 is to be repeated at four month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract)

5.3 Reporting

- 5.3.1** The contractor shall prepare and attach to his claims for payment a brief report which outlines how the actions taken by the contractor in the period for which payment is claimed satisfy the requirements and a schedule which lists the names, identity numbers, trade / occupation and name of employer of all construction workers exposed to the programme (see **HIV/STI Compliance Report**).
- 5.3.2** The employer's representative shall certify the report and schedule described in 5.3.1 whenever a claim for payment is issued to the employer.

Note: In the event that the contractor fails to satisfy the requirements of this specification, the employer may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum.

The *HIV /Aids* awareness programme described in 5.2 shall in addition *be conducted* for the benefit of the local community on two occasions in the community centre nearest to the building site. The contractor shall be *responsible* for inviting identifiable community-based *institutions and organisations, churches, and schools to participate in the* programme.

C3.3 - HIV/STI COMPLIANCE REPORT

Pro-forma reporting format in terms of the SPECIFICATION FOR HIV/AIDS AWARENESS

Project Code:

N/A

Payment Claim number:

Period covered by payment claim:

1. Distribution of condoms (briefly describe where and how condoms are distributed).

2. Posters / pamphlets (briefly describe where posters were placed / how pamphlets were distributed).

3. Voluntary testing (briefly describe the actions taken / information provided to promote testing).

4. Counselling, support and care (summarise information provided).

5. HIV awareness programme (briefly describe action).

6. Schedule of construction workers exposed to the HIV awareness programme.

[illegible]

I hereby declare the above to be a true reflection of actions taken to ensure compliance with the specification.

For Contractor:

Name: _____

Signature: _____

Date: _____

Employer's representative:

Name: _____

Signature: _____

Date: _____

Refurbishment and Upgrading of uMsunduzi Museums Buildings

PART C4. SITE INFORMATION

C4.1 SITE INFORMATION
GCC FOR CONSTRUCTION WORKS (2 Edition of 2010)

Project title:	Refurbishment and Upgrading of uMsunduzi Museums Buildings		
Tender No.	MST04 of 2023	Project Code:	N/A

C4.1 Site Information

C4.1 GENERAL

- (a) General Information

- (b) Specific requirements must be described. (N/A)

- (c) The Main Building and several other buildings on the Museum precinct is listed National Monuments or heritage buildings. The contractor must therefore take extreme care when working on site to not damage buildings.

C4.2 GEOTECHNICAL INVESTIGATION REPORT

- (a) N/A

Refurbishment and Upgrading of uMsunduzi Museums Buildings

PART C5 - DRAWINGS / ANNEXURES

C5.1 - LIST OF DRAWINGS/ANNEXURES

Refurbishment and Upgrading of uMsunduzi Museums Buildings

Tender No.:	MST04 of 2023	Project Code:	N/A
--------------------	----------------------	----------------------	------------

(Where drawings/annexure's are issued, document compilers must insert the following paragraph and list the applicable drawings/annexure's below.)

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

DRAWING NO

DESCRIPTION

ARCHITECTURAL DRAWINGS:

5044-001	SITELAYOUT PLAN
5044-100	EXISTING GROUND FLOOR LAYOUT WITH NEW GENERATOR HOUSING
5044-101	ROOF PLAN LAYOUT
5044-101a	ROOF PLAN LAYOUT FOR ROOF REPAIRS
5044-101T	TOILET RENOVATION PLANS AND SPECS
5044-200	SECTION WITH DOORS SCHEDULE
5044-201	STRIP SECTION
5044-202	STRIP SECTION
5044-210	TYPICAL ROOF REPAIR DETAILS
5044-211	TYPICAL ROOF REPAIR DETAILS
5044-212	TYPICAL ROOF REPAIR DETAILS
5044-213	TYPICAL ROOF REPAIR DETAILS
5044-300	ELEVATIONS OF EXISTING BUILDINGS

ELECTRICAL DRAWINGS:

WD001	GROUND FLOOR LIGHTING LAYOUT FOR TENDER REV00
WD002	FIRST FLOOR LIGHTING LAYOUT FOR TENDER REV00
WD003	GROUND FLOOR POWER LAYOUT FOR TENDER REV00
WD004	FIRST FLOOR POWER LAYOUT FOR TENDER REV00

MECHANICAL DRAWINGS:

LSG-2204-HVAC-100 – Rev T0	HVAC Layout – Ground Floor
LSG-2204-HVAC-101 – Rev T0	HVAC Layouts – First & Mezzanine Floors
LSG-2204-HVAC-110 – Rev T0	HVAC Elevations
LSG-2204-LIFT-800 – Rev T0	LIFT A Layout - Disabled Platform Lift

STRUCTURAL DRAWINGS:

Y2023-007-A	Structural Info
-------------	-----------------

ANNEXURES

Annexure 0	Preliminaries and BOQ
Annexure 1	Standard Preambles to Trades
Annexure 2	Electrical Installation Specifications
Annexure 3	Lift Specification
Annexure 4	HVAC Specification
Annexure 5	Roof Specification
Annexure 6	Joint Venture Agreement
Annexure 7	Health and safety Bill of Quantities
Annexure 8	Builders Lien Agreement