

CLUSTER

Human Settlement, Engineering, and Transport

UNIT

Human Settlements Units

DEPARTMENT

FORMAL HOUSING

PROCUREMENT DOCUMENT

INFRASTRUCTURE

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

Contract No: **1H-23571**

Contract Title: **Refurbishment of Block B, 51 units at Dalton Community Residential Units (CRU) at ward 32**

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

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: **A Compulsory Clarification Meeting**

Meeting Location, Date, Time: **Will held at Dalton CRU Offices, 28 September 2023 at 10:00**

Queries can be addressed to: **Khethiwe Phewa**
Tel: 031 322 5958
The Employer's Agent's: **eMail: Khethiwe.Phewa@durban.gov.za. Email queries to be submitted by 12 October 2023 and consolidated questions and answers to be uploaded 19 October 2023**

TENDER SUBMISSION

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

Closing Date/ Time: **Friday, 27 October 2023** at **11h00**

FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: **FORMAL HOUSING**

Date of Issue: **22/09/2023**

Document Version 24/02/2023(a)

FOR OFFICIAL USE ONLY

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

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

Tenders are hereby invited for the works of refurbishment of Block B, 48 units at Dalton Community Residential Units (CRU) at ward 32

Subject	Description	Tender Data Ref.
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Head: FORMAL HOUSING	F.1.1.1
Tender Documents	Documents can only be obtained in electronic format, issued by the eThekweni Municipality. Documentation can be downloaded from the National Treasury's eTenders website or the eThekweni Municipality's Website . The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer.	F.1.2
Eligibility	It is <u>estimated</u> that tenderers should have a CIDB contractor grading designation of 7 GB (or higher). The CIDB provisions in relation to a Contractor's Potentially Emerging (PE) status <u>do not</u> apply.	F.2.1.1
Clarification Meeting	Will held at Dalton CRU Offices, 28 September 2023 at 10:00	F.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: Khethiwe Phewa Tel: 031 322 5958 eMail: Khethiwe.Phewa@durban.gov.za. Email queries to be submitted by 12 October 2023 and consolidated questions and answers to be uploaded 19 October 2023	F.2.8
Submitting a Tender Offer	Tender offers shall be delivered to: The Tender Box in the foyer of the Municipal Building 166 KE Masinga Road, Durban	F.2.13
Closing Time	Tender offers shall be delivered on or before Friday, 27 October 2023 at or before 11h00 .	F.2.15
Evaluation of Tender Offers	The 80/20 Price Preference Point System, as specified in the PPPFA Regulations 2022 will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the Specific Goal(S) for the awarding of Preference Points, and other related evaluation requirements.	F.3.11
Requirements for sealing, addressing, delivery, opening and assessment of tenders are further stated in the Tender Data		

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

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

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

T1.2.2 TENDER DATA

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

F.1: GENERAL

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

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

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

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

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

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

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

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

Khethiwe Phewa

Tel: 031 322 5958

eMail: Khethiwe.Phewa@durban.gov.za. Email queries to be submitted by 12 October 2023 and consolidated questions and answers to be uploaded 19 October 2023

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

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

F.2: TENDERER'S OBLIGATIONS

F.2.1 Eligibility: General

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

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

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

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

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

The following are to be noted:

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

F.2.1.1 Eligibility: CIDB

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

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

F.2.2.2 The cost of the tender documents:

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

F.2.6 Acknowledge addenda:

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

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

F.2.7 Clarification meeting:

Will held at Dalton CRU Offices, 28 September 2023 at 10:00

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

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

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

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

- Contract No. : **1H-23571**
- Contract Title : **Refurbishment of Block B, 51 units at Dalton Community Residential Units (CRU) at Ward 32**

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

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

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

Tenderers are to include, with their "hard copy" submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the Tenderer's name, **1H-23571, Refurbishment of Block B, 48 units at Dalton Community Residential units (CRU) at Ward 32. PDF**". The memory-stick must be securely fixed to the paper submission.

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

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

1) Date : **Friday, 27 October 2023**

2) Time : **11h00**

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

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

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

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

CIDB Registration

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

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

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

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

Tax Clearance

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

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

Failure to comply will make the tender non-responsive.

Central Supplier Database (CSD)

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

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

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

Compensation Commissioner

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

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

Failure to comply will make the tender non-responsive.

F.3: THE EMPLOYER'S UNDERTAKINGS

F.3.1.1 Respond to requests from the tenderer: Replace the words "five working days" with "three working days".

F.3.2 Issue addenda: Add the following paragraph: "Addenda will be published, in electronic format, on the same platform(s) as the Tender Notification (refer to F.1.2)."

F.3.4 Opening of Tender Submissions: Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the SCM Boardroom, 6th Floor, Engineering Unit Building, 166 KE Masinga Road, Durban.

F.3.11 Evaluation of Tender Offers:

Functionality

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

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

“Additional Conditions of Tender”.

Preference Point System

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

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

Price Points

The 80/20 preference points system will be applied. The Formula used to calculate the **Price Points (max.80)** will be according to that specified Regulation 4.1.

Preference Points

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

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

Ownership Goal

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

Goal Weighting 30%			
Ownership Categories	Criteria	80/20	
Race: Black (w1)	0%	0	
	>0% and <51%	8	
	≥51% and <100%	15	
	100%	20	
Gender: Female (w2)	0%	0	
	>0% and <51%	8	
	≥51% and <100%	15	
	100%	20	
Disabilities (w3)	0%	0	
	>0% and <51%	8	
	≥51% and <100%	15	
	100%	20	
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status) <ul style="list-style-type: none"> Companies and Intellectual Property Commission registration document (CIPC) CSD report. B-BBEE Certificate of the tendering entity. Consolidated BBBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System). Agreement for a Consortium, Joint Venture, or Trust. 			
The Category Weightings of the Ownership Categories will be: <ul style="list-style-type: none"> w1 = 37,5%, w2=37,5%, w3=25% (where x + y + z = 100%) 			

RDP Goal: The promotion of South African owned enterprises

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

RDP Goal: The promotion of South African owned enterprises		
Goal Weighting 30%		
Location	80/20	
Not in South Africa	0	
South Africa	5	
KZN	10	
ETM	20	
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status) <ul style="list-style-type: none"> CSD report 		

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

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

Goal Weighting 40%		
Contract Participation Goal	80/20	
Sub-contracting 0%	0	
Sub-contracting <35%	5	
Sub-contracting 40%	10	
Sub-contracting ≥41% and <50%	20	
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status) <ul style="list-style-type: none"> Contract Participation Goal Plan (% work to be allocated) 		

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

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

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

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

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

F.3.15 Complete adjudicator's contract: Refer to the **General Conditions of Contract** and the **Contract Data**.

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

Tenderers are to include, with their "hard copy" submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the Tenderer's name, eg. **1H-23571 Tenderers Name.PDF**". The memory-stick must be securely fixed to the paper submission.

The additional conditions of tender are:

T1.2.3.1 Appeals

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

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

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

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

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

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

T1.2.3.3 Code of Conduct and Local Labour

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

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

T1.2.3.4 Targeted Procurement

Targeted Procurement provisions is applicable to this tender.

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

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

Refer to **Economic Empowerment Framework**.

T1.2.3.5 Functionality Specification

Functionality Evaluation is applicable to this tender.

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

Functionality Criteria / Sub Criteria		Maximum Points Score
Tenderer's Experience		40
Project Organogram and Experience of Key Staff	Contracts Manager	15
	Site agent	10
	Foremen	10
	Health and safety officer	5
Preliminary Programme		10
Construction Methodology & Quality Control		10

Maximum possible score for Functionality (M_s) 100

The minimum number of evaluation points for Functionality is 60. Only those tenderers who achieve the minimum number of Functionality evaluation points (or greater) will be eligible to have their tenders further evaluated.

Functionality shall be scored by not less than three evaluators and the scores of each of the evaluators will be averaged, weighted, and then totalled to obtain the final score for Functionality. Each evaluation criteria will be assessed in terms of six indicators and scores allocated according to the following table:

Level 0	Level 1	Level 2	Level 3	Level 4	Level 5
0	20	40	60	80	100

Evaluation criteria will be adjudicated according to submissions made in accordance with the following schedules, which are found in Part T2.2: Returnable Schedules:

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

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

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

Criterion: Tenderer’s Experience	
Note: Projects of a similar nature that will be considered shall be one, or a combination of, High rise buildings (office blocks, apartments, medical facilities, shopping malls, CRU’s and schools). To provide Letter of appointment and completion letters	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	To have successfully completed <u>1 to 2 projects</u> of a similar nature within the past 10 years.
Level 2	To have successfully completed <u>3 to 4 projects</u> of a similar nature within the past 10 years.
Level 3	To have successfully completed <u>5 to 6 projects</u> of a similar nature within the past 10 years.
Level 4	To have successfully completed <u>7 to 8 projects</u> of a similar nature within the past 10 years.
Level 5	To have successfully completed <u>9 and above projects</u> of a similar nature within the past 10 years.

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

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

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

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

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

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

T2.1.2 Returnable Schedules, Forms and Certificates

Entity Specific

T2.2.1	Compulsory Enterprise Questionnaire	18
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T2.2.7	MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations	27
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T2.2.10	Joint Venture Agreements (if applicable)	35
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Eligibility

T2.2.12	Eligibility: Declaration of Municipal Fees	37
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Technical or Functionality Evaluation

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T2.2.18	Key Personnel.....	43
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T2.2.20	Preliminary Programme	45
T2.2.21	Construction Approach, Methodology, and Quality Control	46
T2.2.22	Schedule of Proposed Subcontractors	47
T2.2.23	Plant and Equipment.....	48
T2.2.24	Contractor's Health and Safety Plan	49

T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages [18](#) to [49](#).

NOTE

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

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

Ref	Description	Complete or Circle Applicable
1.1	Name of enterprise	
1.2	Name of enterprise's representative	
1.3	ID Number of enterprise's representative	
1.4	Position enterprise's representative occupies in the enterprise	
1.5	National Treasury Central Supplier Database Registration number	MAAA
1.6	eThekweni Supplier Database: Reference number (PR), if any:	PR
1.7	VAT registration number, if any:	
1.8	CIDB registration number, if any:	
1.9	Department of Labour: Registration number	
1.10	Department of Labour: Letter of Good Standing Certificate number	
2.0	Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)	
	Full Name	Identity No.
		Personal income tax No. *
2.1		
2.2		
2.3		
2.4		
3.0	Particulars of companies and close corporations	
3.1	Company registration number, if applicable:	
3.2	Close corporation number, if applicable:	
3.3	Tax Reference number, if any:	
3.4	South African Revenue Service: Tax Compliance Status PIN:	

4.0 Record in the service of the state (Insert on a separate page if necessary)

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

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

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

This is to certify that:

(tenderer name):

of (address):

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

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

Particulars of person(s) attending the meeting:

Name: Name:

Signature: Signature:

Capacity: Capacity:

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

Name:

Signature:

Date:

T2.2.3 TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.4 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

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

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

Declaration by Tenderer

- 1 I, the undersigned, hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
- 2 I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
- 3 I propose to achieve compliance with the Regulations by one of the following **(Tenderers are to Circle Applicable - Yes or No)**:

(a) From my own competent resources as detailed in 4(a) hereafter.

(b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter:

(c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter:

Circle Applicable	
Yes	NO
Yes	NO
YES	NO

- 4 Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9, 10, 11, 12, 13, 14, 16, 17, 20, 21, 22, 23(1), 24, 25, 26, 27, 28 and 29, as applicable).

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

(b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

- (i) By whom will training be provided?
(ii) When will training be undertaken?
(iii) Positions to be filled by persons to be trained or hired:

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

- 5 I, the undersigned, hereby undertake, if this tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Client.
- 6 I, the undersigned, confirm that copies of this company's approved Health and Safety Plan, the Client's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Principal Contractor's personnel, the Client's personnel, the Employer's Agent, visitors, and officials and inspectors of the Department of Labour.
- 7 I, the undersigned, hereby confirm that adequate provision has been made in the tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Client in terms of the said Regulations (Regulation 33) for failure on the Principal Contractor's part to comply with the provisions of the Act and the Regulations.
- 8 I, the undersigned, agree that failure to complete and execute this declaration to the satisfaction of the Client will mean that this company is unable to comply with the requirements of the OHSA 1993 Construction Regulations (2014) and accept that this tender will be prejudiced and may be rejected at the discretion of the Client.

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.5 MBD 4: DECLARATION OF INTEREST

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

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

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

- 1 No bid will be accepted from persons **in the service of the state**¹.
- 2 Any person, having a kinship with persons **in the service of the state**, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to **persons in service of the state**, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Name of enterprise	Complete T2.1.2.1 Item 1.1
Name of enterprise's representative	Complete T2.1.2.1 Item 1.2
3.2 ID Number of enterprise's representative	Complete T2.1.2.1 Item 1.3
3.3 Position enterprise's representative occupies in the enterprise	Complete T2.1.2.1 Item 1.4
3.4 Company Registration number	Complete T2.1.2.1 Item 3.1 or 3.2
3.5 Tax Reference number	Complete T2.1.2.1 Item 3.3
3.6 VAT registration number	Complete T2.1.2.1 Item 1.7
3.7 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.	
<div> <div>Circle Applicable</div> <div> <div>YES</div> <div>NO</div> </div> </div>	
3.8 Are you presently in the service of the state?	
If yes, furnish particulars:	
3.9 Have you been in the service of the state for the past twelve months?	
If yes, furnish particulars:	

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES

NO

If yes, furnish particulars:

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES

NO

If yes, furnish particulars:

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES

NO

If yes, furnish particulars:

.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES

NO

If yes, furnish particulars:

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

YES

NO

If yes, furnish particulars:

.....

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

Circle Applicable			
1.0 Are you by law required to prepare annual financial statements for auditing?	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; padding: 2px;">YES</td> <td style="width: 50%; text-align: center; padding: 2px;">NO</td> </tr> </table>	YES	NO
YES	NO		
1.1 If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.			
2.0 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; padding: 2px;">YES</td> <td style="width: 50%; text-align: center; padding: 2px;">NO</td> </tr> </table>	YES	NO
YES	NO		
2.1 If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.			
2.2 If YES, provide particulars.			
3.0 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; padding: 2px;">YES</td> <td style="width: 50%; text-align: center; padding: 2px;">NO</td> </tr> </table>	YES	NO
YES	NO		
3.1 If YES, provide particulars.			
4.0 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; padding: 2px;">YES</td> <td style="width: 50%; text-align: center; padding: 2px;">NO</td> </tr> </table>	YES	NO
YES	NO		
4.1 If YES, provide particulars.			

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

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

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

1.0 GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).

1.2 The applicable preference point system for this tender is the 80/20 preference point system **will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the applicable system once tenders are received.**

1.3 Preference Points for this tender shall be awarded for:

- **Price and Specific Goals:** To 80 (price) and 20 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

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

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

2.0 DEFINITIONS

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

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

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

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

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

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

80 / 20 Points System

OR

90 / 10 Points System

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

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

Where:

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4.0 POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The Specific Goals to be allocated points in terms of this tender	Number of points ALLOCATED (80/20 system)	Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	Number of points CLAIMED (90/10 system)
Ownership Goal: CATEGORISED: RACE, GENDER AND DISABILITY	6			
RDP Goal: The promotion of South African owned enterprises.	6			
RDP Goal: The promotion of SMMEs owned by PPG (contracts >R5m)	8			
Should the municipality apply a combination of Specific Goals, the points for the individual goals will be weighted according to the Goal Weightings specified in the Tender Data (Clause F.3.11) to arrive at the final points for Preferential Points for Specific Goals .				

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

I acknowledge that:

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

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

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

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

Circle Applicable	
YES	NO

- 4.1.1 If YES, provide particulars.

.....

.....

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

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

YES	NO
-----	----

- 4.2.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

- 4.3.1 If YES, provide particulars.

.....

.....

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

YES

NO

4.4.1 If YES, provide particulars.

.....

.....

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

YES

NO

4.5.1 If YES, provide particulars.

.....

.....

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

- ¹ Includes price quotations, advertised competitive bids, limited bids and proposals.
- ² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
- ³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 1.0 This Municipal Bidding Document (MBD) must form part of all **bids**¹ invited.
- 2.0 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or **bid rigging**).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3.0 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
- a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4.0 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of **bid rigging**.
- 5.0 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation.
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience.
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices.
 - (b) geographical area where product or service will be rendered (market allocation).
 - (c) methods, factors or formulas used to calculate prices.
 - (d) the intention or decision to submit or not to submit, a bid.
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.11 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.12 ELIGIBILITY: DECLARATION OF MUNICIPAL FEES

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

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

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

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

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

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

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

(a) Where the tenderer's place of business or business interests are outside the jurisdiction of eThekweni municipality, a copy of the accounts/ agreements from the relevant municipality are to be provided.

(b) Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or an official letter to that effect, is to be provided.

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.13 ELIGIBILITY: REGISTRATION WITH COMPENSATION COMMISSIONER

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

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

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

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

Clause 82: Employer to furnish returns of earnings

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

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

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

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

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

Clause 89: Mandators and contractors

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.14 ELIGIBILITY: CSD REGISTRATION REPORT


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

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

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

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

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

 CENTRAL SUPPLIER DATABASE FOR GOVERNMENT	Report Date:	
	Report Ran By:	
CSD REGISTRATION REPORT		
SUPPLIER IDENTIFICATION		
Supplier number		Have Bank Account
Is supplier active?		Total annual turnover
Supplier type		Financial year start date
Supplier sub-type		Registration date
Legal name		Created by
Trading name		Created date
Identification type		Edit by
Government breakdown		Edit date
Business status		Restricted Supplier
Country of origin		Restriction Last Verification Date
South African company/CC registration number		

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.15 ELIGIBILITY: VERIFICATION OF CIDB REGISTRATION AND STATUS

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

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

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

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

Home

Contractor Detail Print

Contractor Detail

CRS Number: Type of Enterprise:

Contractor Name: Registration Date:

Trading Name: Expiry Date:

Status:

Contractor Grades

Grade:

Back

Copyright © cidb 2011. All rights reserved
Website technical enquires: contact

01/01/2017

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.17 PROPOSED ORGANISATION and STAFFING

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.18 KEY PERSONNEL

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.19 EXPERIENCE OF KEY PERSONNEL

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

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

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

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

Each CV should be structured under the following headings:

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.20 PRELIMINARY PROGRAMME

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

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

PROGRAMME														
ACTIVITY	WEEKS / MONTHS													

Note: The programme must be based on the completion time as specified in the Contract Data.

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.21 CONSTRUCTION APPROACH, METHODOLOGY, AND QUALITY CONTROL

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

Construction Approach and Methodology

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

Quality Control

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

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

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

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

T2.2.23 PLANT and EQUIPMENT

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

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

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

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

Attach additional pages if more space is required

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

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

Attach additional pages if more space is required

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.24 CONTRACTOR'S HEALTH AND SAFETY PLAN

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

PART C1: AGREEMENT AND CONTRACT DATA**C1.1: FORM OF OFFER AND ACCEPTANCE****C1.1.1: OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

Contract No: **1H-23571**

Contract Title: **Refurbishment of Block B, 48 units at Dalton Community Residential units (CRU) at ward 32**

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

By the representative of the Tenderer, deemed to be duly authorised, 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:**

R..... (In words
.....)

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.

For the Tenderer:

*** Name of Tenderer** (organisation) :

*** Signature** (of person authorized to sign the tender) :

*** Name** (of signatory in capitals) :

Capacity (of Signatory) :

Address :

:

Telephone :

Witness:

Signature : **Date** :

Name (in capitals) : :

Notes:

*** Indicates what information is mandatory.**

Failure to complete the mandatory information and sign this form will invalidate the tender.

C1.1: FORM OF OFFER AND ACCEPTANCE**C1.1.2: FORM OF ACCEPTANCE****This Form will be completed by the Employer**

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name (*in capitals*) : :

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

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

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

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

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

FOR THE TENDERER**FOR THE EMPLOYER**

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

C1.2: CONTRACT DATA**C1.2.1 CONDITIONS OF CONTRACT****C1.2.1.1 GENERAL CONDITIONS OF CONTRACT**

The Conditions of Contract are the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Buildings Contracts Committee, March 2014 Edition 6.1.

C1.2.2 CONTRACT DATA**C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER**

1.1.1.13 The **Defects Liability Period**, from the date of the Certificate of Completion, is **5 Years Required**.

1.1.1.14 The **time for achieving Practical Completion**, from the Commencement Date is **36 Months**. The period as stated in 5.3.2, and the 7 days referred to in 5.3.3, are included in the above time for achieving Practical Completion. The special non-working days as stated in 5.8.1 are excluded from the above time for achieving Practical Completion.

1.1.1.15 The Employer is the eThekweni Municipality as represented by:
Deputy Head: **FORMAL HOUSING**

1.2.1.2 The address of the Employer is: Human Settlements Units
Physical: 19th Floor Embassy Building, Durban, 4000
Postal: **P.O. BOX 3858, Durban,4000**
Telephone: **031 311 3104**
Fax: **N/A**
E-Mail: **Smangele.Moloi@durban.gov.za**

1.1.1.16 The **name of the Employer's Agent** is **Khethiwe Phewa**

1.2.1.2 The address of the Employer' Agent is:
Physical: 19th Floor Embassy Building, Durban, 4000
Postal: **P.O. BOX 3858, Durban,4000**
Telephone: **031 322 5958**
Fax: **N/A**
E-Mail: **Khethiwe.Phewa@durban.gov.za**

1.1.1.26 The **Pricing Strategy** is **by Fixed Contract**.

3.2.3 The Employer's Agent shall obtain the **specific approval of the Employer** before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:

- 6.3: Council approval in order to authorise any expenditure in excess of the Tender Sum plus **10% contingencies**.

4.11.1 The CV's of the Contract Manager, Site Agent, Health and safety officer and the Foreman should be submitted to the Employer's Agent's Representative for acceptance by the Department (reference is made to Cl.5.3.1 of the Contract Data).

Note:

- “similar nature” implies projects that were of a value of at least 70% of this tender’s value, and had a comparable Scope of Work in terms of technical requirements and operations.
- “experience” implies experience on projects of a similar nature.
- “accredited degree / diploma” implies a minimum 3-year qualification within the built environment, from a registered University or Institute of Technology.

5.3.1 The **documentation required** before commencement with Works execution are:

- Health and Safety Plan (refer to Clause 4.3)
- Initial Programme (refer to Clause 5.6)
- Security (refer to Clause 6.2)
- Insurance (refer to Clause 8.6)
- CV(s) of Key Site Staff (refer to Clause 4.11.1)
- CPG Implementation Plan (if applicable)

5.3.2 The **time to submit the documentation** required before commencement with Works is **14 Days**.

5.3.3 Add the following paragraph:

“If a construction work permit, in terms of Clause 3(1) of the Construction Regulations (2014), is applicable, the instruction to commence carrying out of the works may only be issued once the construction work permit has been obtained by the Employer’s Agent. If a construction work permit is applicable, the contractor shall allow for a minimum period of 37 days, after the submission (or re-submission) of the documentation referred to in Clause 5.3.1., for the issuing of the construction work permit.”

5.4.2 The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.

5.8.1 The **non-working days** are **Saturdays and Sundays**.

(5.1.1) The **special non-working** days are:

- All statutory holidays as declared by National or Regional Government.
- The year-end break:
 - Commencing on the first working day after 15 December.
 - Work resumes on the first working day after 5 January of the next year.

5.8.1 Delete the words “sunset and sunrise” and replace with “17:00 and 07:00”.

5.12.2.2 **Abnormal Climatic Conditions (Rain Delays)** - The numbers of days per month, on which work is expected not to be possible as a result of rainfall, for which the Contractor shall make provision, is given in the table below. During the execution of the Works, the Employer’s Agent’s Representative will certify a day lost due to rainfall only if at least 75% of the work force and plant on site could not work during that specific working day.

Extension of time as a result of rainfall shall be calculated monthly being equal to the number days certified by the Employer’s Agent’s Representative as lost due to rainfall, less the number of days allowed for as in table below, which could result in a negative figure for certain months. The total extension of time for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as NIL.

<u>Month</u>	<u>Days Lost</u>	<u>Average Rainfall</u>	<u>Month</u>	<u>Days Lost</u>	<u>Average Rainfall</u>
January	4*	134	July	1	39
February	3	113	August	2	62
March	3	120	September	2	73
April	2	73	October	3	98
May	2	59	November	3	108
June	1	28	December	1*	102
TOTAL	27	1009mm	* = The number of working days lost allows for the annual statutory Construction holiday in December and January of each year.		

5.13.1 The **penalty for delay** in failing to complete the Works is **R 1000** (per Day).

5.14.1 The **requirements for achieving Practical Completion** will be determined by the Employer's Agent (in consultation with the Contractor) and recorded in the minutes of the first Site Meeting / Handover Meeting. (Refer to 1.1.1.24 for a generic definition.) The requirements are to be regularly reviewed with respect to any variations to the Contract.

5.16.3 The **latent defect liability** period is **10 Years**.

6.2.1 **Security (Performance Guarantee)**: Delete the word "selected" and replace it with "stated".

The liability of the Performance Guarantee shall be as per the following table:

Value of Contract (incl. VAT)	Performance Guarantee Required
Less than or equal to R 1m	Nil
Greater than R 1m and less than or equal to R 10m	5% of the Contract Sum
Greater than R 10m	10% of the Contract Sum

6.5.1.2.3 The **percentage allowance** to cover overhead charges for daywork are as follows:

- **80%** of the gross remuneration of workmen and foremen actually engaged in the daywork;
- **20%** on the net cost of materials actually used in the completed work.

No allowance will be made for work done, or for materials and equipment for which daywork rates have been quoted at tender stage.

6.8.2 **Contract Price Adjustment Factor:** The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule (GCC 2015 - page 86) with the following Indices / Descriptions / Coefficients:

- The proportion not subject to adjustment: **x = 0.10**.
- The base month will be the month prior to the month in which tenders close.
- The Index for Labour, Plant, and Materials shall be based on **December 2021 = 100**.
- The Index for Fuel shall be based on **December 2020 = 100**.

	STATS SA Statistical Release	Table	Description	Coefficient
• "L" is the "Labour Index"	P0141	Table A	Geographic Indices; CPI per Province; Kwa-Zulu Natal	a = 0.28
• "P" is the • "Contractor's Equipment Index"	P0151.1	Table 4	Plant and Equipment	b = 0.28
• "M" is the "Materials Index"	P0151.1	Table 6	Civil Engineering Material (excluding bitumen)	c = 0.38
• "F" is the "Fuel Index"	P0142.1	Table 1	Coke, petroleum, chemical, rubber and plastic products; Coal and petroleum products; Diesel	d = 0.06

6.8.3 Price adjustments for **variation in the cost of the special material(s)** listed below, will be allowed.

6.10.1.5 The **percentage advance** on materials not yet built into the Permanent Works is **0%**.

The **percentage advance** on Plant not yet supplied to Site: **Not Required**

6.10.3 **Retention Money:** Delete the word "selected".

The percentage retention on the amounts due to the Contractor is 10%.

The limit of "retention money" is 5% of the Contract Sum.

Should the Contract Price exceed the Contract Sum then the limit of "retention money" is 5% of the Contract Price.

Interest will not be paid on retention withheld by the Employer.

8.6.1.1.2 The **value of Plant and materials** supplied by the Employer to be included in the insurance sum: **Not Required**

8.6.1.1.3 The **amount to cover professional fees** for repairing damage and loss to be included in the insurance sum: **Not Required**

8.6.1.2 **SASRIA Coupon Policy** for Special Risks to be issued in joint names of Council and Contractor for the full value of the works (including VAT).

8.6.1.3 The limit of indemnity for **liability insurance**: **R 10 000 000.00**

8.6.1.4 **Ground Support Insurance:**

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, against any claim for damages or loss caused by vibration and / or removal of lateral support: **R 2 000.00**
- Maximum first excess: **R 10 000.00**

8.6.1.5 Furthermore, the insurance cover effected by the Contractor shall meet the following requirements:

Third Party Insurance (Public Liability)

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, for the period of the contract, inclusive of the maintenance period: **R 1 500 000.00**
- Consequential loss to be covered by policy: **Yes**
- Liability section of policy to be extended to cover blasting: **R 1 000 000.00**
- Maximum excess per claim or series of claims arising out of any one occurrence: **R 20 000.00**

Principal's own surrounding Property Insurance

- Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council's own surrounding property: **R 2 000.00**
- Maximum first excess: **R 10 000.00**.

Insurance of Works

- Minimum amount for additional removal of debris (no damage): **Nil**.
- Minimum amount for temporary storage of materials off site, excluding Contractor's own premises: **Nil**.
- Minimum amount for transit of materials to site: **Nil**.

8.6.5 **Approval by Employer:** At the end of the sub-clause, add the following paragraph:

"Except where otherwise provided in the Special Conditions of Contract, the insurance cover effected by the Contractor in terms of this clause shall not carry a first loss amount greater than those set out below:

Contract Price	First Loss
Less than R 100,000	R 5,000
R 100,000 to R 500,000	R 10,000
R 500,000 to R 1,000,000	R 20,000
R 1,000,000 to R 2,000,000	R 30,000
R 2,000,000 to R 4,000,000	R 40,000
Greater than R 4,000,000	R 50,000

The insurance policy shall contain a specific provision whereby cancellation of the policy prior to the end of the period referred to in Cause 8.2.1 cannot take place without the prior written approval of the Employer."

10.7.1 **Failing ad-hoc adjudication, the determination of disputes shall be by arbitration.**

C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR

1.1.1.9 The legal name of Contractor is:

.....

.....

.....

.....

1.2.1.2 The Physical address of the Contractor is:

.....

.....

.....

.....

The Postal address of the Contractor is:

.....

.....

.....

.....

The contact numbers of the Contractor are:

Telephone:

Fax:

The E-Mail address of the Contractor is:

.....

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

C1.2.3.1 COMMUNITY LIAISON OFFICER

The Ward Councillor(s) in whose ward(s) work is to be done will, collectively, identify a community liaison officer (CLO) for the project and make the person known to the Contractor within two days of being requested to do so. The Contractor will be required to enter a written contract with the CLO that specifies:

- The hours of work and the wage rate of the CLO (200% of the Civil Engineering Industry minimum wage).
- The duration of the appointment.
- The duties to be undertaken by the CLO which could include:
 - Assisting in all respects relating to the recruitment of local labour.
 - Acting as a source of information for the community and councillors on issues related to the contract.
 - Keeping the Contractor advised on community issues and issues pertaining to local security.
 - Assisting in setting up any meetings or negotiations with affected parties.
 - Keeping a written record of any labour or community issue that may arise.
 - Any other duties that may be required by the Contractor.

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

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

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

C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR

It is a condition of contract that the contractor will be required to employ local labour as specified in eThekweni Council Policy "The use of CLOs and Local Labour". The contractor will be required to ensure that a minimum of 50% of the labour force is made up of local labour. For the purposes of this contract, "Local labour" will be deemed to be any **persons who reside within Ward 32**. The contractor will be required to provide proof of authenticity of local labour. Signed confirmation by the appointed CLO will suffice for this.

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

C1.2.3.3 CONTRACTOR PARTICIPATION GOAL (CPG)

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

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

C1.2.3.4 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION

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

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

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

- Category of Employment

Category A: Employed as Local Labour for this contract only Category B: Temporarily employed by the Contractor Category C: Permanently employed by the Contractor
--

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

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

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

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

C1.2.3.5 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

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

C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS

C2.1.1 GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents (refer to F.1.2 of the Tender Data).

C2.1.2 PRICING INSTRUCTIONS AND DESCRIPTION OF ITEMS IN THE SCHEDULE

Measurement and payment shall be in accordance with the relevant provisions of Clause 8 of each of the Standard Engineering Specifications referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of C2.1.8.

The descriptions of the items in the Bill of Quantities are for identification purposes only and comply generally with those in the Standard Engineering Specification.

Clause 8 of each Standard Engineering Specification, read together with the relevant clauses of the Scope of the works, set out what ancillary or associated work and activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Engineering Specification, or the Scope of the works, conflict with the Bill of Quantities, the requirements of the Standard Engineering Specification or Scope of the work, as applicable, shall prevail.

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to re-measuring during the execution of the work. The Contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the

Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

C2.1.5 MONTHLY PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10.1 of the General Conditions of Contract, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress instalments assessed by the Employer's Agent and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

C2.1.4 PROVISIONAL SUMS / PRIME COST SUMS

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

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

C2.1.6 PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

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

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

All rates and amounts quoted in the Bill of Quantities shall be in Rands and Cents and shall include all levies and taxes (other than VAT). VAT will be added in the Summary of the Bill of Quantities.

C2.1.7 "RATE ONLY" ITEMS

The Tenderer shall fill in rates for all items where the words "Rate Only" appear in the "Total" column. "Rate Only" items have been included where:

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

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in

the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

C2.1.8 PRELIMINARY AND GENERAL

The Preliminary and General Section is provided to cover the Contractor's expenses incurred in complying with the requirements of the tender documents and consists of the following parts:

- Part AA: Preliminaries
- Part AB: General Specifications
- Part AH: Occupational Health and Safety

Fixed Charge Items: Each item should be priced separately and, subject to the Engineer certifying in terms of **Clause 6.7 of the General Conditions of Contract** that the work has been done, payment will be made as follows:

- (i) the total amount due when the certified value fixed charge items in this section is less than 5% of the net contract price;
- (ii) when the certified value of fixed charge items in this section is greater than 5% of the net contract price, payment will be limited to 5% of the net contract price. The remainder will be paid when the value of the work done under the contract, excluding the value of fixed charge items in this section, is greater than 50% of the net contract price, excluding the value of fixed charge items in this section.

Time Related Items: Any Time Related items not priced shall be deemed to be covered by the prices of other items in the section.

Payment of Time Related items in this section will be made throughout the contract period, the amount per month being the value of the item divided by the completion in months or, if specified in weeks, the equivalent number of months, in terms of **Clause 5.5 of the General Conditions of Contract**. The final monthly increment will only be paid upon the issue of a completion certificate.

C2.2: BILL OF QUANTITIES

The Bill of Quantities follows and comprises of 133 pages.

PART C3: SCOPE OF WORK

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C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT**C3.1.1 Description of Works**

The CRU upgrade programme aims to facilitate the provision of secure, stable rental tenure for lower income persons. The programme provides a coherent framework for dealing with the many different forms of existing public sector residential accommodation.

The proposed development comprises in-situ upgrading by way of installation of new services, upgrading existing services, construction of internal access roads & parkings, fencing and construction of top structures. The project has been prioritized in the eThekweni Municipality's Integrated Development Plan.

The works relate to the development of CRUs on Municipal owned land, in line with the accepted overall spatial development framework of the proposed areas. To execute the works, the Employer/ eThekweni has appointed Azadi Consulting to be responsible for professional project designs; construction management and project close out activities, including but not limited to:

1. Preparation and management of a development program ensuring that all developmental milestones are reached.
2. The execution of a phased planning, design and implementation process, construction of top structures, access roads, parking's, fencing, preparation of monthly reports as required by the Employer.
3. Facilitating of all outstanding planning and compliance issues to ensure successful execution and completion of the project up to handover stage.
4. The Employer intends to complete the project in 3 Financial years, i.e. from 2020/2021 to 2023/2024 fiscal years.

C3.1.2 Description of Site and Access

The Block B is in the corner of Sydney and Dalton Road within the Dalton hostel. The Dalton hostel is within the old Mixed-use development of compromising of warehouse, factories, shops, collage and residential etc.

Currently Block B is fully occupied by the Tenants and squatters, of which has resulted in the deterioration of the infrastructure of the building and services due to the overpopulated.

C3.1.3 Nature of Ground and Subsoil Conditions

The geo tech report is been conducted and the study is avail on request by the bidder that may need it for bidding purposes.

C3.2: PROJECT SPECIFICATION**PREAMBLE**

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

C3.2.1 GENERAL**PS.1 PROGRAMME, METHOD OF WORK, AND ACCOMMODATION OF TRAFFIC**

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

PS.1.1 Preliminary Programme

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

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

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions (refer to Clause 5.12.2.2) and special non-working days (refer to Clause 5.8.1) as specified in the in the Contract Data.

PS.1.2 Programme in Terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data (refer to Clause 5.3.1/2).

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

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

- i) All special non-working days defined in the Contract Data;
- ii) The expected delays defined below;
- iii) The embargo hours and days defined in the Contract Data;
- iv) The restricted working conditions defined in the Contract Data;
- v) Meeting the requirements of the Environmental Management Plan (EMPr);
- vi) The time needed for preparation and approval of the various mix designs specified in the relevant construction sections of the Scope of Works; and
- vii) Leads in times relating to non-standard/off the shelf items.

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

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

Programme Revisions

The approved Construction programme will be reviewed at the monthly site meetings where the contractor shall provide sufficient detail that will allow the comparison of completed work per activity against the current programme. The contractor shall indicate what resources and programme changes he intends to implement in order to remedy any activity that has fallen behind. The engineer may demand from the contractor a major revision of the programme. Such a revision shall be submitted for comment within 14 days of the demand.

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

PS.6 PAYMENT OF LABOUR RATES

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

PS.8 MANAGEMENT OF THE ENVIRONMENT

The Contractor shall pay special attention to the following:

PS.8.1 Natural Vegetation

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

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

PS.8.2 Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

PS.8.3 Environmental Management Plan

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

PS.9 OCCUPATIONAL HEALTH AND SAFETY

PS.9.1 General Statement

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

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

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

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

PS.9.2.1 Employer's Health and Safety Specification

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

PS.9.2.2 Tenderer's Health and Safety Plan

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

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

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

- (i) A proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 9 to 29;
- (ii) Pro-active identification of potential hazards and unsafe working conditions;
- (iii) Provision of a safe working environment and equipment;
- (iv) Statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 7*);
- (v) Monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) Details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 8 and other applicable regulations; and
- (vii) Details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

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

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

A generic plan will not be acceptable.

PS.9.3 Cost of compliance with the OHSA Construction Regulations

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

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

PS.10 SITE SECURITY

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

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

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

PS.11 PERFORMANCE MONITORING OF SERVICE PROVIDERS

The performance of service providers that have been selected to provide assistance in the provision of a municipal service, otherwise than in circumstances where Chapter 8 of the Municipal Systems Act applies, is required, by Section 116 of the Municipal Finance Management

Act, to be monitored and reported on (see Cl.53 of the SCM Policy).

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

The following KPIs will be applicable to this contract:

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

C3.3: STANDARD SPECIFICATIONS

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

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


C3.4: PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications / Policies shall apply to this contract and are available on web address:

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

- C3.4.1 Part AH - OHS 1993 Safety Specification (2014) (26 Pages) Not included. To be obtained separately.

C3.5: CONTRACT AND STANDARD DRAWINGS

		<div>Quality Management System</div>							Doc No	WBSG-QMS-08-04	
									Page	1 of 1	
									Rev	00	
									Date	01/01/2021	
Drawing Register											
Project Name: Dalton Hostel Block B									Project Number:		
Project Stage:											
Drawing Number		Discipline	Description	Revision No.	Date Issued	Supercede Doc (P)	summary of the Change	Time Implication	Cost Implication	Reason and Comments	
1	A0- KZ/129/01/S01	Architect	Proposed Demolition Plan - GroundFloor, 1st , 2nd & third floor plan	1	06 Dec. 2021						
2	A1- KZ/129/01/S02	Architect	Demolition plan: detailed 1 and 2	1	06 Dec. 2021						
3	A0- KZ/129/01/S03	Architect	Proposed alterations: Ground, 1st, 2nd &3rd floor plans, sections and elevations	1	06 Dec. 2021						
4	A0- KZ/129/01/S04	Architect	Proposed alterations - Sections and elevation	1	06 Dec. 2021						
5	A1- KZ/129/01/S05	Architect	Proposed alterations - detailed plan 1and 2	1	06 Dec. 2021						
6	A1- KZ/129/01/S06	Architect	Proposed alterations - Ceiling layout	1	06 Dec. 2021						
7	A1- KZ/129/10/S01	Architect	Proposed Demolition Plan - Ground Floorand First Floor.	1	07 Dec. 2021						
8	A1- KZ/129/10/S02	Architect	Proposed Demolition Plan - SecondFloor.	1	07 Dec. 2021						
9	A1- KZ/129/10/S03	Architect	Proposed alterations - Ground and First Floor.	1	07 Dec. 2021						
10	A1- KZ/129/10/S04	Architect	Proposed alterations - Second Floor and Section B1-B1.	1	07 Dec. 2021						
11	A1- KZ/129/10/S05	Architect	Proposed alterations - Elevations.	1	07 Dec. 2021						
12	A1- KZ/129/10/S06	Architect	Proposed alterations - Roof Pan, Windowand Door Schedule.	1	07 Dec. 2021						
13	A1- KZ/129/10	Structure	Existing roof layout plan: restoration details	0	22 Oct. 2021						
14	A1- KZ/129/10	Structure	Surface bed slab layout plan: Restoration details	0	07 Dec. 2021						
15	A1- KZ/129/01	Civil	Sewer layout plan and details	0A	06 Dec. 2021						

C3.6: ANNEXURES

PART C4: SITE INFORMATION**C4.1 LOCALITY PLAN**

C4.2 CONDITIONS ON SITE

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

