



Documents may be obtained, free of charge, in electronic format, from the eTenders website.

A Non-Refundable Tender Charge is applicable if hard copies are obtained from the Cashier.

Reference is to be made to Clause F.1.2 of the Tender Data.

## **ENGINEERING UNIT**

### **Architecture**

#### **PROCUREMENT DOCUMENT**

#### **INFRASTRUCTURE**

**CONTRACT No.:** **CSA 3119**

**TITLE:** **(VARIOUS WARDS) BUILDING MAINTENANCE AND MINOR UPGRADES SERVICES FOR ETHEKWINI MUNICIPALITY**

Issued by:

**ENGINEERING UNIT**

**Architecture**

Date of Issue: June 2022

**Document Version: 01/04/2021**

NAME OF TENDERER: .....

## **INDEX**

<b><u>PART</u></b>		<b><u>PAGE</u></b>
<b><u>TENDER</u></b>		
<b>T1 TENDERING PROCEDURES</b>		
T1.1 Tender Notice and Invitation to Tender	(white)	<b>2</b>
T1.2 Tender Data	(pink)	<b>3</b>
T1.2.1 Standard Conditions of Tender		
T1.2.2 Tender Data (applicable to this tender)		
<b>T2 RETURNABLE DOCUMENTS</b>		
T2.1 List of Returnable Documents	(yellow)	<b>15</b>
T2.2 Returnable Schedules, Forms and Certificates	(yellow)	<b>17</b>
<b><u>CONTRACT</u></b>		
<b>C1 AGREEMENT AND CONTRACT DATA</b>		
C1.1 Form of Offer and Acceptance	(yellow)	<b>46</b>
C1.1.1 Offer		
C1.1.2 Acceptance		
C1.1.3 Schedule of Deviations		
C1.2 Contract Data	(yellow)	<b>51</b>
<b>C2 PRICING DATA</b>		
C2.1 Pricing Assumptions / Instructions	(yellow)	<b>65</b>
C2.2 Bill of Quantities	(yellow)	<b>67</b>
<b>C3 SCOPE OF WORK</b>		
C3.1 Project Description and Scope of Contract	(blue)	<b>448</b>
C3.2 Project Specifications	(blue)	<b>459</b>
C3.3 Standard Specifications	(blue)	<b>460</b>
C3.4 Particular Specifications	(blue)	<b>461</b>
C3.5 Contract and Standard Drawings	(blue)	<b>462</b>
<b>C4 SITE INFORMATION</b>		
C4.1 Locality Plan	(green)	<b>463</b>
C4.2 Conditions on Site	(green)	<b>463</b>
C4.3 Test Results	(green)	<b>463</b>

**PART T1: TENDERING PROCEDURES**

**T1.1: TENDER NOTICE AND INVITATION TO TENDER**

Tenders are hereby invited for the works for Building Maintenance and Minor Upgrades Services for Ethekeini Municipality for 36 months.

(F.1.1.1) The Employer is the eThekweni Municipality as represented by Deputy Head : Architecture

It is estimated that tenderers should have a CIDB contractor grading designation of **3GB or 4GB or 5GB only (Intermediate Service Providers)** or **6 GB** and higher.

(F.1.2) Documents can be obtained either in hard copy or electronic format, issued by the eThekweni Municipality:

- Electronically downloaded documentation is obtainable from the National Treasury's eTenders website or the eThekweni Municipality's Website. The entire document should be printed and suitably bound by the tenderer.

The physical address for collection of tenders is **NOT APPLICABLE CURRENTLY**

**Tenderers are to note that the Cashier's Office at 166 KE Masinga Road, Durban is currently NOT open for the public, as such tender documents are only available on the National Treasury's eTender portal.**

Documents may be collected, up to 3 days prior to the close of tenders, during office hours - **NOT APPLICABLE CURRENTLY**

A non-refundable tender charge of NIL is payable on or prior to the collection of the tender documents.

(F.2.7) There will be no clarification meetings. Bidders are requested to submit email queries related to the bid. All email queries are to be submitted to [menzi.gumede@durban.gov.za](mailto:menzi.gumede@durban.gov.za) by 2022/07/15. Email questions and answers will be consolidated and posted on the eTenders/Municipal website for the benefit of all tenderers by 2022/07/21.

(F.2.8) Queries relating to these documents may be addressed to the Employer's Agent's Representative whose contact details are: Menzi Gumede, 031 311 7132, [menzi.gumede@durban.gov.za](mailto:menzi.gumede@durban.gov.za)

(F.2.13) Tender offers shall be delivered to the Municipal Building, 166 K.E. Masinga Road and placed in the tender box located in the ground floor foyer.

(F.2.15) Tender offers shall be delivered on or before **Friday, 29 July, 2022 at or before 11:00**

**Requirements for sealing, addressing, delivery, opening and assessment of tenders are 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 : Architecture](#)

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

- 1) This procurement document.
- 2) "JBCC Principal Building Agreement Edition 4.1 March 2005: and "JBCC Minor Works Agreement, Edition 4.1, September 2005" issued by the Joint Building Contract Committee (JBCC). This document is obtainable separately from the JBCC and Tenderers shall obtain their own copies.
- 3) Model Preambles for Trades 2008" issued by the Association of South African Quantity Surveyors. This document is obtainable separately and Tenderers shall obtain their own copies
- 4) 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.
  - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
  - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013).
  - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
  - The Employer's current Supply Chain Management Policy.
  - Any other eThekweni Policy documents referenced in the Tender Documents.

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

- [www.durban.gov.za](http://www.durban.gov.za); or
- <https://etenders.treasury.gov.za/>

The entire downloaded document should be printed and suitably bound by the tenderer.

**F.1.4 The employer's agent:** The Employer's agent is

- Allan Shazi
- Tel: 0313117278
- Email: Allan.Shazi@durban.gov.za

**F.2: TENDERER'S OBLIGATIONS**

**F.2.1 Eligibility:** 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 Part T2.2) signed by the Employer's Agent or his representative.
- (d) in the case of JV submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.
- (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) If the tenderer is required by law to prepare annual financial statements for auditing, the tenderer must submit their audited annual financial statements:
  - i) for the past three years; or
  - ii) since their establishment if established during the past three years;

**F.2.1.1 Eligibility:** 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 **3GB or 4GB or 5GB only (Intermediate Service Providers)** or **6 GB** and higher class of construction work, are eligible to have their tenders evaluated.

**Joint ventures are eligible (for GB6 and higher tenders only) to submit tenders provided, at time of close of tender, that:**

- (a) Every member of the joint venture is registered (as "Active") for a GB class of construction work with the CIDB;
- (b) The lead partner has a grading designation of not lower than one level below the required grading designation and;
- (c) The combined contractor grading designation calculated in accordance with the Construction

Industry Development Regulations (2013) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

**F.2.2.2 The cost of the tender documents:** Replace this paragraph with the following:

“Documents may be obtained, free of charge, in electronic format, from the National Treasury’s eTenders website or the eThekwini Municipality’s Vendor Portal. The entire electronically downloaded document should be printed and suitably bound by the tenderer.

A Non-Refundable Tender Charge, as stated in the “Tender Notice and Invitation to Tender”, is applicable if hard copies are obtained from the Cashier.”

**F.2.6 Acknowledge addenda:** Add the following paragraphs to the clause:

“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 until 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 and signed portion of the addenda, to the address / fax number / 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:** There will be no clarification meetings. Bidders are requested to submit email queries related to the bid. All email queries are to be submitted to [menzi.gumede@durban.gov.za](mailto:menzi.gumede@durban.gov.za) by 2022/07/15. Email questions and answers will be consolidated and posted on the eTenders/Municipal website for the benefit of all tenderers by 2022/07/21.

**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 (in electronic format) by the eThekwini Municipality.

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

- Contract No. : CSA 3119
- Contract Title : (Various Wards) Building Maintenance and Minor Upgrades Services for Ethekwini Municipality

The Employer’s address for delivery of tender offers is:  
the Municipal Building, 166 K.E. Masinga Road  
and placed in the **Tender Box** located in the ground floor foyer.

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

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:

- Date : Friday, 29 July, 2022
- Time : 11:00

**F.2.16 Tender offer validity:** The Tender Offer validity period is 12 weeks (84 Days) from the closing time for submission of tenders.

**F.2.23 Certificates:** Refer to **Part 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.

**CIDB Registration**

Tenderers are to include with their submission a printout of their registration with the CIDB, 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 printouts is to be indicated on the printout. Registration with the CIDB must be reflected as "Active" at time of tender closing.

**Tax Clearance** (MBD 2)

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.

**B-BBEE Status Level of Contribution** (MBD 6.1)

The Amended Construction Sector Code (Government Gazette No.41287) is applicable to the B-BBEE compliance measurement of all entities that fall within the Construction Sector.

The requirements are summarised in the following table:

Enterprise Type	Total Annual Revenue (R million)	Ownership and Annual Turnover
EME: Built Environment Professional	< R1.8m	May present an <b>affidavit</b> OR a <b>certificate</b> issued by the CIPC OR
EME: Contractor	< R3.0m	authorised <b>B-BBEE verification certificate</b> (as below)
Reference should be made to Cl.3.6.2.4.1 of the Amended Construction Sector Code regarding the above exceptions.		
EME: Built Environment Professional	< R6m	Must present an authorised <b>B-BBEE verification certificate</b> by a SANAS accredited Verification Agency
EME: Contractor	< R10m	
QSE: Built Environment Professional	≥ R6.0m and < R25m	
QSE: Contractor	≥ R10.0m and < R50m	
Large Enterprise	>R50m	

The requirements for measurement of Joint Ventures is described in Cl.2.8 of the Amended Construction Sector Code. The compilation of a consolidated verification certificate is required.

B-BBEE Verification Certificates must be from a Verification Agency accredited by the South African National Accreditation System (SANAS).

**Central Supplier Database** (CSD)

The entities (full) 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.

**Audited Financial Statements (F.2.1(f))**

**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 National Treasury’s eTenders website. In the event that the Clarification Meeting is compulsory, Addenda will only be issued to those tendering entities appearing on the Clarification Meeting Register.”

**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, 6<sup>th</sup> Floor, Engineering Unit Building, 166 KE Masinga Road, Durban.

**F.3.11 Evaluation of Tender Offers:** The procedure for evaluation of responsive Tender Offers will be in accordance with the Employer’s SCM Policy, and the Preferential Procurement Policy Framework Act (5 of 2000).

The procedure for the evaluation of responsive tenders is **Method 2** (Price and Preference with functionality) and Quality Score only for Intermediate Tenderers.

The **80/20** preference points system will be used where the financial value (incl. VAT) of one or more responsive tender offers have a value that equals or is less than R 50,000,000. The Formula used to calculate the **Price Points**, and the **Preference Points** that will be allocated, will be according to the specified PPPFA.

The **90/10** preference points system will be used where the financial value (incl. VAT) of all responsive tenders received have a value in excess of R 50,000,000. The Formula used to calculate the **Price Points**, and the **Preference Points** that will be allocated, will be according to the specified PPPFA.

**F.3.11.9 The value of W<sub>2</sub> is 100.** The Functionality criteria (and sub criteria if applicable) and maximum score in respect of each of the criteria are as follows:

**GB6 or higher Tenderers:**

Functionality Criteria / Sub Criteria		Maximum Points Score
Experience of Tenderer's past projects		30
Project Organogram and Experience of Key Staff	Contracts Manager (X2)	20
	Foremen (X4)	20
	Pr. Architect (X1)	10
	Pr. Q. Surveyor (X1)	5
	Pr. Str. Engineer (X1)	5
Construction Methodology. Programme Statement & Quality Control		10
<b>Maximum possible score for Functionality (M<sub>s</sub>)</b>		<b>100</b>



**GB 3 to GB5 Tenderers:**

Functionality Criteria / Sub Criteria		Maximum Points Score
Experience of Tenderer's past projects		40
Project Organogram and Experience of Key Staff	Contracts Manager (X2)	25
	Foremen (X4)	25
Construction Methodology. Programme Statement & Quality Control		10
<b>Maximum possible score for Functionality (M<sub>s</sub>)</b>		<b>100</b>

The minimum number of evaluation points for Functionality is **60**, for individual and combined criteria. Only those tenderers who achieve the minimum number of Functionality evaluation points (or greater), as above, will be eligible to have their tenders further evaluated or considered. Only two (2) tenderers (within each of the GB3 to GB5 grades) who achieve the highest and second highest functionality evaluation points will have their tenders considered further. Price and preference evaluation will not be applicable to these.

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	Returnable Schedules
Experience of Tenderer's past projects	Experience of Tenderer – page 36
Proposed Organisation and Experience of Key Staff	Proposed Organisation and Staffing – page 37 to 39
Construction Approach, Methodology and Quality Control	Construction Approach, Methodology and Quality Control –page 40

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:

- **“successfully completed”** implies a project has been completed on time and to specification of a value within tenderers CIDB grading;
- **“similar nature”** implies projects New or Maintenance or Upgrade General Building Projects.
- **“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.

<b>Criterion : Tenderer's Experience</b>	
<b>Note:</b> Projects submitted without Completion Certificates, at Tender, will not be considered	
Level 0	No information provided; OR submission of no substance / irrelevant information provided.
Level 1	To have successfully completed (ie. on time and to specification) <u>1 project</u> of a similar nature within the past 10 years.
Level 2	To have successfully completed (ie. on time and to specification) <u>2 projects</u> of a similar nature within the past 10 years.
Level 3	To have successfully completed (ie. on time and to specification) <u>3 to 4 projects</u> of a similar nature within the past 10 years.
Level 4	To have successfully completed (ie on time and to specification) 5 to 10 projects of a similar nature within the past 10 years.
Level 5	To have successfully completed (ie on time and to specification) 10 + projects of a similar nature within the past 10 years.

For this specific project, projects of a similar nature are also defined as follows:

- New or Maintenance or Upgrade General Building Projects.

**Criterion : Project Organogram and Experience of Key Staff  
(CONSTRUCTION SERVICES)**

Similar nature projects will be considered as above.

**Note:**

Key Staff CVs must indicate that they are employed with the Tenderer at time of close of Tender or attach a Letter of Intent to be employed by the Tenderer (signed by the Key Staff and Tenderer Representative); or the CV will not be considered.

	<b>CONTRACTS MANAGER (X2)</b> (GB6 or higher) <b>CONTRACTS MANAGER (X1)</b> (GB3 - GB5)	<b>FOREMAN (X4)</b> (GB6 or higher) <b>FOREMAN (X2)</b> (GB3 - GB5)
Level 0	No information provided OR submission of no substance / irrelevant information provided	No information provided OR submission of no substance / irrelevant information provided
Level 1	<b>Contracts Manager:</b> a relevant accredited diploma/degree and 1 year relevant experience on a project of a similar nature.	<b>Foreman:</b> minimum 2 year's relevant experience on projects of a similar nature.
Level 2	<b>Contracts Manager:</b> a relevant accredited diploma/degree and 2 years relevant experience on projects of a similar nature.	<b>Foreman:</b> minimum 3 years relevant experience on projects of a similar nature.
Level 3	<b>Contracts Manager:</b> a relevant accredited diploma/degree and 4 years relevant experience on projects of a similar nature.	<b>Foreman:</b> minimum 5 years relevant experience on projects of a similar nature and a relevant certificate.
Level 4	<b>Contracts Manager:</b> a relevant accredited diploma/degree and minimum 7 years relevant experience on projects of a similar nature.	<b>Foreman:</b> minimum 8 years relevant experience on projects of a similar nature and a relevant certificate.
Level 5	<b>Contracts Manager:</b> a relevant accredited diploma/degree and minimum 9 years relevant experience on projects of a similar nature.	<b>Foreman:</b> minimum 10 years relevant experience on projects of a similar nature and a relevant certificate.

<b>Criterion : Project Organogram and Experience of Key Staff</b> <b>(PROFESSIONAL SERVICES) ONLY APPLICABLE FOR GB6 OR HIGHER TENDERERS</b> <b>Note:</b> Key Staff CVs must indicate that they are employed with the Tenderer at time of close of Tender or attach a Letter of Intent to Employ the Key Staff (signed by the Key Staff and Tenderer Representative); or the CV will not be considered.			
	<b>PROFESSIONAL ARCHITECT (X1)</b>	<b>PROFESSIONAL QUANTITY SURVEYOR (X1)</b>	<b>PROFESSIONAL STRUCTURAL ENGINEER (X1)</b>
<b>Level 0</b>	No information provided OR submission of no substance / irrelevant information provided	No information provided OR submission of no substance / irrelevant information provided	No information provided OR submission of no substance / irrelevant information provided
<b>Level 1</b>	<b>Professional Architect:</b> Registration as a Professional Architect with SACAP and minimum 2 years relevant experience on projects of a similar nature.	<b>Professional Quantity Surveyor:</b> Registration as a Professional Quantity Surveyor with SACQSP and minimum 2 years relevant experience on projects of a similar nature.	<b>Professional Structural Engineer:</b> Registration as a Professional Structural Engineer with ECSA and minimum 2 years relevant experience on projects of a similar nature.
<b>Level 2</b>	<b>Professional Architect:</b> Registration as a Professional Architect with SACAP and minimum 3 years relevant experience on projects of a similar nature.	<b>Professional Quantity Surveyor:</b> Registration as a Professional Quantity Surveyor with SACQSP and minimum 3 years relevant experience on projects of a similar nature.	<b>Professional Structural Engineer:</b> Registration as a Professional Structural Engineer with ECSA and minimum 3 years relevant experience on projects of a similar nature.
<b>Level 3</b>	<b>Professional Architect:</b> Registration as a Professional Architect with SACAP and minimum 5 years relevant experience on projects of a similar nature.	<b>Professional Quantity Surveyor:</b> Registration as a Professional Quantity Surveyor with SACQSP and minimum 5 years relevant experience on projects of a similar nature.	<b>Professional Structural Engineer:</b> Registration as a Professional Structural Engineer with ECSA and minimum 5 years relevant experience on projects of a similar nature.
<b>Level 4</b>	<b>Professional Architect:</b> Registration as a Professional Architect with SACAP and minimum 7 years relevant experience on projects of a similar nature..	<b>Professional Quantity Surveyor:</b> Registration as a Professional Quantity Surveyor with SACQSP and minimum 7 years relevant experience on projects of a similar nature.	<b>Professional Structural Engineer:</b> Registration as a Professional Structural Engineer with ECSA and minimum 7 years relevant experience on projects of a similar nature.
<b>Level 5</b>	<b>Professional Architect:</b> Registration as a Professional Architect with SACAP and minimum 9 years relevant experience on projects of a similar nature.	<b>Professional Quantity Surveyor:</b> Registration as a Professional Quantity Surveyor with SACQSP and minimum 9 years relevant experience on projects of a similar nature.	<b>Professional Structural Engineer:</b> Registration as a Professional Structural Engineer with ECSA and minimum 9 years relevant experience on projects of a similar nature.

Tenderers must submit, with the Tender:

- Key Staff CVs for two (2) Contracts Managers, four (4) Site Foremen, one (1) Professional Architect, one (1) Professional Quantity Surveyor and one (1) Professional Structural Engineer.
- Submissions for Professional Architect, Professional Quantity Surveyor and Professional Structural Engineer applicable for GB6 Tenderers only.

It shall be a Condition of Contract that the successful Tenderer must employ the Key Staff they submitted with their Tender or Key Staff that match or exceed the relevant experience, qualification and registrations of the Key Staff submitted with the Tender – for the duration of the Contract.

<b>Criterion : Construction Methodology &amp; Quality Control</b>	
<b>Level 0</b>	No information provided; OR submission of no substance / irrelevant information provided.
<b>Level 1</b>	The methodology, plant and equipment is poor and gives little to no relevant information in satisfying the contract objectives. Quality control statement is poor and includes little to no relevant information (contract-specific or statements covering required sampling and testing requirements.). The CPG Strategy and Implementation Plan is included but does not address critical aspects (*sourcing, procurement (including pricing), expansion of participation, appointment, payment etc.) and is not contract-specific (*multiple sites, issue of multiple task orders, localised sub-contracting etc.).
<b>Level 2</b>	The methodology is less than acceptable and unlikely to satisfy contract objectives. Quality control statement is generic and/or are *contract-specific or include statements covering required sampling and testing requirements. The CPG Strategy and Implementation Plan is included address either the *critical aspects or is *contract-specific.
<b>Level 3</b>	Methodology which encompasses all necessary activities in appropriate order and includes staff, plant and equipment resources (and must include plant, vehicle and equipment ownership/procurement plant), including subcontractors if applicable, with indication of the generally applicable construction processes. The methodology must include risk identification and management in a contract-specific manner. Quality control statements are *contract-specific and include statements covering required sampling and testing requirements. Quality control is to also include statements in relation to the quality control of professional services. The CPG Strategy and Implementation Plan is included and adequately address the critical aspects in a contract-specific manner.
<b>Level 4</b>	Besides meeting the “above Level 3 rating”, the methodology is specifically tailored to address specific contract objectives requirements, and addresses the issues of staff, plant and equipment resources to include training, utilisation and supervision methodology. Quality control statements are to include quality control checklist for anticipated works.
<b>Level 5</b>	Besides meeting the “above Level 4” rating, the important issues (methodology, quality control and CPG) are approached in an innovative and efficient way of, indicating that the tenderer has excellent knowledge of working in the projects environment and producing the required final product.

It shall be a Condition of Contract that the Tenderer implement the prescripts of their Construction Methodology & Quality Control (as well as any other strategies and plans required) submitted at Tender.

**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.
- (h) If this tender is subject to “Local Content and Production”, the tenderer must complete and sign MBD 6.2 and attach Annexure C (of SATS 1286:2011).
- (i) 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 or that may arise from Task Orders.
- (j) the Tender Form is signed and fully completed. Failure to do so will render the tender to be unresponsive and the tenderer will be disqualified.

**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). Bidders are also required to submit a SOFT COPY of their completed tender submissions scanned and saved onto a Memory Stick.

**The additional conditions of tender are:**

**ACT.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      e-mail: Simone.Pillay@durban.gov.za  
P O Box 1394  
DURBAN, 4000

**ACT.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.

**ACT.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.

**ACT.4 Sub-contracting as a Condition of Contract**

For this contract it is a condition of contract that a successful tenderer will be required to subcontract

a minimum of 15% of the value of the contract to a company which is an EME or QSE which is at least 100% owned by black people.

In addition to the above, the eThekwin Municipality Council has adopted a framework for empowerment strategies for contracts between R5m and R30m, as well as all projects above R30m.

The tenderer is advised to use service providers from the Mafukuzela database, in the first instance, which is available from our SCM offices.

**ACT.5 NUMBER OF SERVICE PROVIDERS TO BE APPOINTED**

5.1 It is intended that this contract be awarded to up to **twelve (12)** most responsive tenderers: 6x GB6 and higher, 2x GB5 only, 2x GB4 only and 2x GB3 only. In the categories of CIDB 3 to 5, only tenderers within each of those specific grades will be considered – with a specific intention to develop those intermediate tenderers. Ethekwini reserves the right to award this Contract to less than twelve service providers, overall, and less than the stipulated number for each CIDB grade.

5.2 For the most responsive GB3 to GB5 tenderers, whose rates are higher than the Department Estimated rates, the Department Estimated rates will be accepted (on invitation and acceptance by the tenderer) as the rates applicable for CSA 3119.

For the most responsive GB6 or higher tenderers, whose rates are higher than the Department Estimated rates, the Department Estimated rates will be accepted (on invitation and acceptance by the tenderer) as the rates applicable for CSA 3119.

In both instances, these accepted rates and/or tendered sums will be applicable for the duration of the Contract. Commercially unrealistic and/or manipulated rates, and tender sums (below the Departmental Estimate by more than 10%) will be subject to risk analysis; and may be deemed non-responsive due to the risk they may pose to the Tenderer and

Ethekwini.

- 5.2.1 The defined responsive tenderers will be invited, with requisition authority, to consider and accept the rates and tender sum of the Departmental Estimate; as above.
- 5.2.2 The agreed rates will then be applicable to the Contract, and Service Providers will be paid accordingly for the task orders issued under this Contract.



## **PART T2 : RETURNABLE DOCUMENTS**

### **T2.1 : LIST OF RETURNABLE DOCUMENTS**

#### **T2.1.1 General**

The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever.

The Tenderer is required to complete each and every Schedule and Form listed below to the best of his 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 not responsive.

#### **T2.1.2 Returnable Schedules, Forms and Certificates**

##### **Company Specific**

Certificate of Attendance at Clarification Meeting	19
Certificate of Authority	20
Declaration of Municipal Fees	21
Compulsory Enterprise Questionnaire	22
Tax Compliance Status PIN / Tax Clearance Certificate	23
B-BBEE Status Level of Contribution	24
Verification of CIDB Registration and Status	24
CSD Registration Report	26

##### **Consolidated MBD Documents**

MBD2 : Tax Clearance Certificate Requirements	27
MBD4 : Declaration of Interest	
MBD5 : Declaration For Procurement Above R10 Million (if applicable)	
MBD6.1 : Preference Points Claim Form ITO the Preferential Regulations	
MBD6.2 : Declaration Certificate For Local Production And Content (if applicable)	
MBD8 : Declaration of Bidder's Past SCM Practices	
MBD9 : Certificate of Independent Bid Determination	

##### **Technical and Evaluation**

Experience of Tenderer	36
Proposed Organisation and Staffing	42
Key Personnel	38
Experience of Key Personnel	39
Construction Approach, Methodology and Quality Control	40
Schedule of Proposed Subcontractors	40
Plant and Equipment	40
Contractor's Health and Safety Plan	44
Contractor's Health and Safety Declaration	44

##### **Contractual**

Joint Venture Agreements (if applicable)	46
Record of Addenda to Tender Documents	47
Amendments, Qualifications and Alternatives	48
Form of Offer	49
Bill of Quantities	67

### **T2.1.3 Preferential Procurement Schedules and Affidavits**

In the event of the Tenderer not being registered with the eThekwini Municipality, the tenderer must register on the internet at [www.durban.gov.za](http://www.durban.gov.za) by following these links:

- eThekwini Municipality
  - City Government
    - Administration
      - Administrative Clusters
        - Finance
          - Supply Chain Management
            - Accredited Supplier and Contractor's Database.

#### **NOTES**

- (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.

**T2.2 : RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES**

The returnable schedules, forms, and certificates as listed in T2.1.2 can be found on the pages 19 to 51.

**CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION MEETING**

This is to certify that:

(Tenderer's 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 : .....

**CERTIFICATE OF AUTHORITY**

Indicate the status of the tenderer by ticking the appropriate box hereunder.

COMPANY		CLOSE CORPORATION		PARTNERSHIP		JOINT VENTURE		SOLE PROPRIETOR	
Refer to Notes at the bottom of the page									

I / We, the undersigned, being the Chairperson (Company), Member(s) (Close Corporation), Partners (Partnership), Sole Owner (Sole Proprietor), Lead Partner (JV), in the company / business trading as:

.....

hereby authorise Mr/Mrs/Ms .....

acting in the capacity of .....

to sign all documents in connection with the tender for **Contract No. CSA 3119** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**Notes**

The following documents must be attached to the back inside cover to this procurement document:

If a Company : a "Resolution of the Board" in this regard.

If a Joint Venture : a "Power of Attorney" signed by the legally authorised signatories of all the partners to the Joint venture.

**DECLARATION OF MUNICIPAL FEES**

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:

Account

Account Number: to be completed by tenderer.

Consolidated Account No.

--	--	--	--	--	--	--	--	--	--	--	--	--

Electricity

--	--	--	--	--	--	--	--	--	--	--	--	--

Water

--	--	--	--	--	--	--	--	--	--	--	--	--

Rates

--	--	--	--	--	--	--	--	--	--	--	--	--

JSB Levies

--	--	--	--	--	--	--	--	--	--	--	--	--

Other

--	--	--	--	--	--	--	--	--	--	--	--	--

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. ATTACHED, to the back inside cover of this document, please find copies of the above account's and or agreements signed with the municipality.

- 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 must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

NAME : .....

(Block Capitals)

SIGNATURE : .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....

**COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

- 1) **Name of enterprise:** .....
- 2) **VAT registration number, if any:** .....
- 3) **CIDB registration number, if any:** .....
- 4) **Particulars of sole proprietors and partners in partnerships**

Full Name	Identity number*	Personal income tax number *

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

- 5) **Particulars of companies and close corporations**

Company registration number, if applicable: .....

Close corporation number, if applicable: .....

Tax Reference number, if any: .....

- 6) **Record in the service of the state**

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

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

Insert separate page if necessary

7) **Record of spouses, children and parents in the service of the state**

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

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

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

Insert separate page if necessary

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

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercise, 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;
- confirms that no partner, member, director or other person, who wholly or partly exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- 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 bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed ..... Date .....

Name ..... Position .....

Enterprise Name .....



**TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE**

Reference is made to F.2.23 of the Conditions of Tender.

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.

Tenderers are to attach to this page a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.

NAME : ..... (Block Capitals)

SIGNATURE : ..... DATE: .....  
(of person authorised to sign on behalf of the Tenderer)

## **B-BBEE STATUS LEVEL OF CONTRIBUTION**

Reference is made to F.2.23 of the Conditions of Tender.

The Amended Construction Sector Code (Government Gazette No.41287) is applicable to the B-BBEE compliance measurement of all entities that fall within the Construction Sector.

The requirements are summarised in the following table:

Enterprise Type	Total Annual Revenue (R million)	Ownership and Annual Turnover
EME: Built Environment Professional	< R1.8m	May present an <b>affidavit</b> OR a <b>certificate</b> issued by the CIPC OR
EME: Contractor	< R3.0m	authorised <b>B-BBEE verification certificate</b> (as below)
Reference should be made to Cl.3.6.2.4.1 of the Amended Construction Sector Code regarding the above exceptions.		
EME: Built Environment Professional	< R6m	Must present an authorised <b>B-BBEE verification certificate</b> by a SANAS accredited Verification Agency
EME: Contractor	< R10m	
QSE: Built Environment Professional	≥ R6.0m and < R25m	
QSE: Contractor	≥ R10.0m and < R50m	
Large Enterprise	>R50m	

The requirements for measurement of Joint Ventures is described in Cl.2.8 of the Amended Construction Sector Code. The compilation of a consolidated verification certificate is required.

Tenderers are to attach to this page an affidavit, or a B-BBEE certificate issued by an authorised SANAS accredited Verification Agency.

NAME : ..... (Block Capitals)

SIGNATURE : ..... DATE: .....  
(of person authorised to sign on behalf of the Tenderer)

**VERIFICATION OF CIDB REGISTRATION AND STATUS**

Reference is made to F.2.23 of the Conditions of Tender.

Clause F.2.1.1 of the Conditions of Tender – “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, for a **6 GB** class of construction work.

Tenderers are to attach to this page a printout of their registration with the CIDB, as obtained from the CIDB website <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 a 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

NAME : ..... (Block Capitals)

SIGNATURE : ..... DATE: .....  
(of person authorised to sign on behalf of the Tenderer)


**CSD REGISTRATION REPORT**

Reference is made to F.2.23 of the Conditions of Tender.

Clause F.2.1 of the Conditions of Tender – “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.

Tenderers are to attach to this page a printout of their CSD Registration Report, as obtained from the National Treasury's CSD website <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.

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

NAME : .....

(Block Capitals)

SIGNATURE : .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....

**CONSOLIDATED MUNICIPAL BIDDING DOCUMENTS**

The following **SECTIONS** are required to be completed as part of this procurement document

<b>Section</b>	<b>Description</b>	<b>Required?</b>
<b>A</b>	General Enterprise Information .....	<b>Yes</b>
<b>B</b>	MBD2: Tax Clearance Certificate Requirements .....	<b>Yes</b>
<b>C</b>	MBD4: Declaration of Interest .....	<b>Yes</b>
<b>D</b>	MBD5: Declaration for Procurement Above R10 Million .....	<b>Yes</b>
<b>E</b>	MBD6.1: Preference Points Claim Form ITO the Preferential Regulations .....	<b>Yes</b>
<b>F</b>	MBD6.2: Declaration Certificate for Local Production and Content for Designated Sectors.....	<b>No</b>
<b>G</b>	MBD8: Declaration of Bidder's Past SCM Practices .....	<b>Yes</b>
<b>H</b>	MBD9: Certificate of Independent Bid Determination .....	<b>Yes</b>
<b>I</b>	Confirmations, Authorities, Certifications, Acknowledgements and Signatures .....	<b>Yes</b>

**NOTES**

- MBD4. MSCM Regulations: **"in the service of the state"** means to be:
- (a) a member of –
    - (i) any municipal council;
    - (ii) any provincial legislature; or
    - (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; or
  - (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.
- MBD9. 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.

Ref	Description	Complete or Circle Applicable
-----	-------------	----------------------------------

**SECTION A : GENERAL ENTERPRISE INFORMATION**

1.0 Full Name of bidder or his or her representative

1.1 ID Number of bidder or his or her representative

1.2 Position occupied in the enterprise

2.0 Name of enterprise:

2.1 Tax Reference number, if any:

2.2 VAT registration number, if any:

2.3 CIDB registration number, if any:

2.4 Company registration number, if applicable:

2.5 Close corporation number, if applicable:

2.6 Supplier reference number (PR), if any:

2.7 South African Revenue Service Tax Compliance  
Status PIN :

2.8 National Treasury Central Supplier Database  
registration number

3.0 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. *

Ref	Description	Complete or Circle Applicable
	Use additional pages if necessary	

Ref	Description	Complete or Circle Applicable
-----	-------------	----------------------------------

### **SECTION B : MBD 2 : TAX CLEARANCE CERTIFICATE REQUIREMENTS**

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1.0 In order to meet this requirement bidders are required to complete the TCC 001 : "Application for a Tax Clearance Certificate" form and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2.0 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3.0 The original Tax Clearance Certificate must be submitted together with the bid (attached to the inside back cover of this procurement document). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4.0 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5.0 Copies of the TCC 001 : "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6.0 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
- 7.0 Notwithstanding Clauses 1.0 to 6.0 above: Since 18 May 2016, SARS has introduced a new Tax Compliance Status System (TCS). As part of this enhanced system, tenderers can now submit a Tax Compliance Status PIN instead of an original Tax Clearance Certificate (TCC). This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status. This number, if available, is to be entered in Item 2.7 of Section A of these consolidated Municipal Bidding Documents.  
For further particulars please contact your nearest SARS branch, or call the SARS Contact Centre on 0800 00 7277, or log onto SARS eFiling.

**Attach an original, valid, Tax Clearance Certificate to the inside back cover of this procurement document OR insert a Tax Compliance Status PIN in Section A (2.7)**

### **SECTION C : MBD 4 : DECLARATION OF INTEREST**

**No bid will be accepted from persons "in the service of the state"<sup>1</sup>.** 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. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

1.0	Are you presently in the service of the state?	YES	NO
	If yes, furnish particulars : .....		
2.0	Have you been in the service of the state for the past twelve months?	YES	NO
	If yes, furnish particulars : .....		
3.0	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 : .....		
4.0	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 : .....		
5.0	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES	NO
	If yes, furnish particulars : .....		
6.0	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 : .....		

Ref	Description	Complete or Circle Applicable	
7.0	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 ?  If yes, furnish particulars : .....	YES	NO
8.0	The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers are indicated in <b>SECTION A of these Consolidated Municipal Bidding documents</b> .		

**SECTION D : 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.

1.0	Are you by law required to prepare annual financial statements for auditing? If YES, you will be required to submit audited annual financial statements (on request during the tender evaluation period) for the past three years or since the date of establishment if established during the past three years.	YES	NO
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? 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. If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO
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? If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO
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? If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO
5.0	If the tenderer is not required by law to prepare audited financial statements, then the tenderer must submit a Public Interest (PI) Score, whereby if the PI score is above 350 points then the bidder must submit audited financial statements.		

**SECTION E : MBD 6.1 : PREFERENCE POINTS CLAIM ITO THE PREFERENTIAL REGULATIONS**

Preference points for this tender shall be awarded as per the Tender Data and the Preferential Procurement Regulations.

Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Sworn Affidavit for an EME, or sworn affidavit for a QSE (in line with the revised BBEE codes of Good Practice), together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

1.0	B-BBEE Status Level of Contribution claimed:	
	Will any portion of the contract be sub-contracted?	YES NO
	If YES, indicate:	
	(i) what percentage of the contract will be subcontracted?	
	(ii) the name of the sub-contractor?	
	Name : .....	
	(iii) the B-BBEE status level of the sub-contractor?	
2.0	(iv) whether the sub-contractor is an EME?	YES NO

The undersigned, certify that the B-BBEE status level of contribution indicated in paragraph 1.0 above qualifies the company / firm for preference points and acknowledges that the remedies as per the Preferential Procurement Regulations shall apply.

**Attach a B-BBEE Verification Certificate to the inside back cover of this procurement document**

**SECTION F : MBD 6.2 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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



- 1.0 General Conditions
- 1.1 Preferential Procurement Regulations, makes provision for the promotion of local production and content.
- 1.2 Regulation 8.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where : x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT).

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

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

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

2.0 Definitions

- 2.1 "bid" includes written price quotations, advertised competitive bids or proposals;
- 2.2 "bid price" price offered by the bidder, excluding value added tax (VAT);
- 2.3 "contract" means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4 "designated sector" means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5 "duly sign" means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6 "imported content" means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7 "local content" means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8 "stipulated minimum threshold" means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9 "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
.....	..... %
.....	..... %
.....	..... %

- 4.0 Does any portion of the services, works or goods offered have any imported content? 

YES	NO
-----	----

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

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

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

US Dollar :  Pound Sterling :  Euro :  Yen :  Other :

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

- 5.0 Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct? 

YES	NO
-----	----

- 5.1 If yes, provide the following particulars:

(a) Full name of auditor: .....

(b) Practice number: ..... (c) Telephone number: .....

Cell number: .....

(d) Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

**LOCAL CONTENT DECLARATION**

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

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (Close Corporation, Partnership or Individual)

.....  
IN RESPECT OF BID No:

.....  
ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity)

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

NB 2 - Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned in Section H of these Consolidated MBD returnable questionnaires ( comprising 8 pages), do hereby declare the following:

- (a) The facts contained herein fall within my own personal knowledge.
- (b) I have satisfied myself that:
- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
  - (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SECTION G : MBD8 : DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

This Municipal Bidding Document must form part of all bids invited. 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.

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; or
- 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).

In order to give effect to the above, the following questions must be answered.

- 1.0 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](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page.

YES

NO

If yes, furnish particulars: .....

2.0	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. If yes, furnish particulars: .....	YES	NO
3.0	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? If yes, furnish particulars: .....	YES	NO
4.0	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? If yes, furnish particulars: .....	YES	NO
5.0	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? If yes, furnish particulars: .....	YES	NO

**SECTION H : MBD9 : CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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).<sup>2</sup> Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.

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:

- take all reasonable steps to prevent such abuse;
- 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
- 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.

The following 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.

In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid. The undersigned, in submitting the accompanying bid, in response to the invitation for the bid do hereby make the following statements that I certify to be true and complete in every respect:

- I have read and I understand the contents of this Certificate;
- I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 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;
- 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:
  - has been requested to submit a bid in response to this bid invitation;
  - could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
- The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding. (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.
- In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - prices;
  - geographical area where product or service will be rendered (market allocation);
  - methods, factors or formulas used to calculate prices;
  - the intention or decision to submit or not to submit, a bid;
  - the submission of a bid which does not meet the specifications and conditions of the bid;
  - bidding with the intention not to win the bid.
- 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.
- 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.
- 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.

**SECTION I : CONFIRMATIONS, AUTHORITIES, CERTIFICATIONS, ACKNOWLEDGEMENTS and SIGNATURES**

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

- 1.0 Confirms that the contents of these Consolidated MBD returnable questionnaires ( comprising 8 pages) fall within my personal knowledge and are to the best of my Knowledge and belief, both true and correct;
- 2.0 Confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercise, 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;
- 3.0 Confirms that no partner, member, director or other person, who wholly or partly exercise control over the enterprise, has within the last five years been convicted of fraud or corruption;
- 4.0 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 bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- 5.0 Accept that, in addition to cancellation of a contract, action may be taken against me should these declarations prove to be false.

Signed ..... Date .....

Name ..... Position .....

Refer to Clause F3.11.9 for Functionality Points evaluation prompts.

The following is a statement of works of similar nature (in relation to the scope of works) recently (within the past 10 years) executed by myself / ourselves.

**Note** Tenderers are to submit copies of **signed completion certificates for all projects** submitted.

[illegible]

**Attach additional pages if more space is required**

NAME : ..... (Block Capitals)

SIGNATURE : ..... DATE: .....

*(of person authorised to sign on behalf of the Tenderer)*

## **PROPOSED ORGANISATION and STAFFING**

Refer to Clause F3.11.9 for Functionality Points evaluation prompts.

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.

NAME : ..... (Block Capitals)

SIGNATURE : ..... DATE: .....  
(of person authorised to sign on behalf of the Tenderer)

**KEY PERSONNEL**

Refer to Clause F3.11.9 for Functionality Points evaluation prompts.

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
Contracts Managers		
Foremen		
Architects		
Quantity Surveyors		
Structural Engineers		
Others:.....		
.....		

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

NAME : ..... (Block Capitals)

SIGNATURE : ..... DATE: .....  
(of person authorised to sign on behalf of the Tenderer)

## **EXPERIENCE OF KEY PERSONNEL**

Refer to Clause F3.11.9 for Functionality Points evaluation prompts.

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 Managers(x2), Site Foremen(x4), Architect, Quantity Surveyor and Structural Engineer of not more than 2 pages should be attached to this schedule:**

**Architect, Quantity Surveyor and Structural Engineer only applicable for GB6 and above Tenderers.**

Each CV should be structured under the following headings:

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

**Note:**

Where the staff proposed is not currently employed by the tenderer, a letter of intent to employ the individual, upon successful award of the contract, must be submitted with the CV.

NAME : ..... (Block Capitals)

SIGNATURE : ..... DATE: .....  
(of person authorised to sign on behalf of the Tenderer)



**CONSTRUCTION APPROACH, METHODOLOGY, AND QUALITY CONTROL**

Refer to Clause F3.11.9 for Functionality Points evaluation prompts.

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.**

NAME : ..... (Block Capitals)

SIGNATURE : ..... DATE: .....  
(of person authorised to sign on behalf of the Tenderer)

The following firms have been identified as possible subcontractors for work in this contract.

[illegible]

***Attach additional pages if more space is required***

NAME : ..... (Block Capitals)

SIGNATURE : ..... DATE: .....  
(of person authorised to sign on behalf of the Tenderer)

**PLANT and EQUIPMENT (NOT 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.

NAME : ..... (Block Capitals)

SIGNATURE : ..... DATE: .....  
(of person authorised to sign on behalf of the Tenderer)

**CONTRACTOR'S HEALTH AND SAFETY PLAN**

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 Part C.3: Project Specification. A generic plan will not be acceptable.

NAME : ..... (Block Capitals)

SIGNATURE : ..... DATE: .....  
(of person authorised to sign on behalf of the Tenderer)

**CONTRACTOR'S HEALTH AND SAFETY DECLARATION**

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

- |   |               |
|---|---------------|
| (a) From my own competent resources as detailed in 4(a) hereafter:  | <b>YES NO</b> |
| (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: | <b>YES NO</b> |
| (c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter:           | <b>YES NO</b> |

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) List the 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 hereby undertake, if my 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 confirm that copies of my 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 hereby confirm that adequate provision has been made in my 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 agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Client.

NAME : ..... (Block Capitals)

SIGNATURE : ..... DATE: .....  
(of person authorised to sign on behalf of the Tenderer)

**JOINT VENTURES AGREEMENTS (ONLY APPLICABLE FOR GB6 OR HIGHER TENDERERS)**

Joint Venture agreement and Power of Attorney Agreements to be attached here (if applicable).

**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		

NAME : ..... (Block Capitals)

SIGNATURE : ..... DATE: .....  
(of person authorised to sign on behalf of the Tenderer)



### **AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES**

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below :

#### **(a) AMENDMENTS**

<b>PAGE, CLAUSE OR ITEM NO</b>	<b>PROPOSED AMENDMENT</b>

- (1) *Amendments to the General and Special Conditions of Contract are not acceptable;*  
(2) *The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

#### **(b) ALTERNATIVES**

<b>PROPOSED ALTERNATIVE</b>	<b>DESCRIPTION OF ALTERNATIVE</b>

- (1) *Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.*  
(2) *In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*  
(3) *Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.*

#### **(c) DISCOUNTS**

<b>ITEM ON WHICH DISCOUNT IS OFFERED</b>	<b>DESCRIPTION OF DISCOUNT OFFERED</b>

- (1) *The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced.*

NAME : ..... (Block Capitals)

SIGNATURE : ..... DATE: .....  
(of person authorised to sign on behalf of the Tenderer)

**PART C1 : AGREEMENT AND CONTRACT DATA**

**C1.1 : FORM OF OFFER AND ACCEPTANCE**

**C1.1.1 : OFFER**



**Form of Tender**

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

Principal Contract

X

Client ETHEKWINI MUNICIPALITY

Contract No. CSA 3119

Description (VARIOUS WARDS) BUILDING MAINTENANCE AND MINOR UPGRADES  
SERVICES FOR ETHEKWINI MUNICIPALITY

Name of Tenderer \_\_\_\_\_

Postal Address \_\_\_\_\_

Tel. \_\_\_\_\_ Fax. \_\_\_\_\_ E-Mail \_\_\_\_\_

VAT Registration No. \_\_\_\_\_

**THE TENDER SUM**

1.0 Tenderer's Work (Amount to be inserted by the Tenderer)

2.0 Provisional Sums

3.0 SUB-TOTAL

4.0 Add : V.A.T. (15%) on 3.0

5.0 TOTAL TENDER SUM INCLUSIVE OF V.A.T.

Tender Sum in Words : \_\_\_\_\_  
\_\_\_\_\_

**The Tenderer selects :**

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

Thus done and signed at \_\_\_\_\_ on \_\_\_\_\_

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

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

**NOTE: INTERMEDIATE TENDERERS (GB3 to GB5) DO NOT COMPLETE 1.0 TO 5.0**

**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:

- Part C1 : Agreement and Contract Data, (which includes this Agreement)
- Part C2 : Pricing Data, including the Bill of Quantities
- Part C3 : Scope of Work
- 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 of the Task Orders will be “JBCC Minor Works Agreement, Edition 4.1, September 2005”.**

The Contract Data, Preliminaries and related Notes, contained hereunder, (including variations and additions) shall amplify, modify or supersede, as the case may be, the JBCC 2000, to the extent specified below, and shall take precedence and shall govern.

### **C1.2.2 CONTRACT DATA**

#### **C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER**

##### **Project name**

(Various Wards) Building Maintenance and Minor Upgrades Services for Ethekwini Municipality
---

##### **Works description**

Building Maintenance and Minor Upgrades Services for Ethekwini Municipality.
--

##### **Site description**

Erf No/Township	N/A
Local authority	Ethekwini Municipality
Street address	N/A

**Employer**

Name	ETHEKWINI MUNICIPALITY		
Business-eg: public company	N/A		
Business registration number	N/A	VAT	
Contact person	Allan Shazi	Mobile	
E-mail	Allan.Shazi@durban.gov.za		
Registered street address	166 KE Masinga Road, Durban, 4001		
Postal address	P.O. Box 1548, Durban	Code	4000
Telephone	031 311 7278	Fax	031 311 7111

**Principal agent**

Name	ARCHITECTURE DEPARTMENT		
Practice registration number		VAT	
Contact person	Allan Shazi	Mobile	
E-mail	Allan.Shazi@durban.gov.za		
Registered street address	166 KE Masinga Road, Durban, 4001		
Postal address	P.O. Box 1548, Durban	Code	4000
Telephone	031 311 7278	Fax	031 311 7111

**2.0 LAW, REGULATIONS AND NOTICES**

Law of the country applicable to the project

SOUTH AFRICA

**3.0 CONTRACT DOCUMENTS**

Signed **contract documents** held by **principal agent**, OR  
Number of copies of documents issued free to the  
**contractor**

Principal Agent

One

Priced document

Lump sum priced document, or

**Priced Bills of Quantities (BOQ)**

NO

PRICED BILLS OF QUANTITIES

System/method of measurement

Seventh Edition of the Standard System of Measuring Builders' Work

**Contract documents** comprising .....

Document Description	Marked	Notes
This tender procurement document in its entirety		
NOTE: If insufficient space, please see annexure:-		

**Contract drawings** comprise:

Drawing Description	Date	Marked	Number	Revision
Refer to C3.5.1				
NOTE: If insufficient space, please see annexure:-				

**5.0 Employer's agents**

Description of interests of **agents** in the project other than professional services, if applicable

**10.0 Insurances NOT APPLICABLE**

By the **contractor** in the joint names of the **parties**, yes/no?

NO

Contract Works Insurance (CWI) (including **materials and goods**, temporary works)

Public Liability Insurance (each and every claim OR unlimited for the period?)

Supplementary Insurance (incl CWI extensions)

Policy deductibles

Other:

Currency Insured amount

	contract sum + 20%
R 10 million with a deductible of R2 500	
	contract sum + 20%
	not greater than R50 000

**NOTE:** Insurances shall be considered for all Task Orders exceeding R 200 000.00, or as indicated on the Task Order, undertaken as part of this Contract.

#### 14.0 Security: NOT APPLICABLE

The **Contractor** shall either choose **10% Retention** or provide a **JBCC Fixed Construction Guarantee** to the **Employer**. The provision of a Variable Construction Guarantee is deleted in order to conform to eThekweni Municipality's Supply Chain Management Policy Clause 21.1(g).

10% Retention	JBCC Fixed Construction Guarantee
---------------	-----------------------------------

**NOTE:** Security shall be considered for all Task Orders exceeding R 200 000.00, or as indicated on the Task Order, undertaken as part of this Contract.

#### 15.0 Duties of the parties = employer = site

Alterations & additions to existing premises?

AS PER SPECIFICS OF TASK ORDERS

Premises occupied – yes/no? Identify area?

AS PER SPECIFICS OF TASK ORDERS

Relevant natural features to be retained /  
relocated / removed

AS PER SPECIFICS OF TASK ORDERS

Areas the **contractor** may not occupy?

AS PER SPECIFICS OF TASK ORDERS

Utilities connections - location

AS PER SPECIFICS OF TASK ORDERS

Statutory and/or other notices to be complied  
with by the contractor before possession of  
site can be given

AS PER SPECIFICS OF TASK ORDERS

Possession of the **site** – intended date

AS PER SPECIFICS OF TASK ORDERS

Description of **free issue** by **employer**  
(Attach separate page for multiple items)

AS PER SPECIFICS OF TASK ORDERS

NOTE : If insufficient space, please see  
annexure:-

AS PER SPECIFICS OF TASK ORDERS

#### 20.0 Nominated subcontractors

Specialisation:

AS PER SPECIFICS OF TASK ORDERS

NOTE : If insufficient space, please see  
annexure:-



## 22.0 Direct contractors

**Employer** to define extent of work by a **direct contractor** [12.1.2]

16.1 Specialisation: AS PER SPECIFICS OF TASK ORDERS

NOTE : If insufficient space, please see  
annexure:-

## 24/30 Practical completion / penalty for late completion

**Practical completion** of the **works** as a whole

Inspection = working days	Date for practical completion - <b>TBC</b>	Penalty Currency	Penalty amount per calendar day
TBC	TBC	RANDS	TBC

**Practical completion** of the **works** in  
**sections:**

TBC	TBC	RANDS	TBC
-----	-----	-------	-----

NOTE : If insufficient space, please see  
annexure:-

## 24.0 Practical completion

Items that do not have to be complete to achieve **practical completion**

AS PER SPECIFICS OF TASK ORDERS

NOTE : If insufficient space, please see annexure:-

Criteria to achieve **practical completion** (the BOQ may contain a more detailed description)

As per JBCC Minor Works Agreement and SPECIFICS OF TASK ORDERS

NOTE : If insufficient space, please see annexure:-

### 31.0 Payment

Currency:

Issue of regular payment certificates on

**Materials and goods off site** – paid subject to ....

Contract price adjustment provisions

	<b>South African Rand</b>		
date@month	<b>TBC</b>	day of the month	<b>25</b>
<b>A Bank Guarantee being provided to the Employer</b>			
Method	<b>Contract Provision (CPAP)</b>	<b>Price</b>	<b>Adjustment</b>

NOTE : If insufficient space, please see annexure:-

### 40.0 Dispute resolution

Alternative Dispute Resolution nominating body

**Association of Arbitrators (South Africa)**

**C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR**

**TENDERER'S DETAILS**

The legal name of Contractor is:

.....

.....

.....

.....

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: AS PER SPECIFICS OF TASK ORDERS**

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 selected CLO shall be accountable to the Contractor. The Contractor will be required to enter a written contract with the CLO, as per the requirements of the Task Order, that specifies:

- The hours of work and the wage rate of the CLO (200% of the Civil Engineering Industry minimum wage). The maximum hours of work per day is eight hours. No payment will be made for public holidays and weekends.
- 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 Budgetary Allowance Section of the Bill of Quantities. A budgetary allowance has been made for the CLO in this Bills of Quantities/Specification under the Section – Budgetary Allowances.

The primary role of the CLOs shall be liaison and facilitation of communication. This could include inter alia:

- assisting in all aspects related to the recruitment of local labour, and advise them of their rights
- acting as a source of information for the community and Councillors on issues related to the contract
- keeping the contractor advised on community issues
- keeping the contractor advised on any issues pertaining to local security
- assisting in setting up any meetings/ negotiations with affected parties
- keeping a site diary & recording details of any labour/community issues that may arise
- monitoring and reporting on general Health & Safety issues on site
- assisting in HIV/AIDS awareness programmes
- it must be noted that the CLO has no authority to issue any instructions to the Contractor

The CLO needs to be seen as neutral by all parties, and therefore should endeavour not to take sides should a conflict arise. Should the CLO function not involve a full day's work, the CLO will be expected to undertake other work allocated by the Contractor for the balance of each day.

The minimum skills for a CLO shall include:

- An ability to work with others
- An ability to communicate in Zulu and English
- An ability to communicate in writing

- Sound Interpersonal skills

Previous experience in community facilitation, and knowledge of construction work and relevant labour legislation would be an advantage.

#### **C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR AS PER SPECIFICS OF TASK ORDERS**

It is a condition of contract (of Task Orders) 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 unskilled labour force is made up of local labour. For the purposes of this tender, "Local labour" will be deemed to be any **persons who reside within the Ward in which the works shall be undertaken**. 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.

Local labour shall be paid in accordance with the Civil Engineering Industry minimum wage rate. (See [www.labour.gov.za](http://www.labour.gov.za) or [www.safcec.co.za](http://www.safcec.co.za)), and all statutory conditions of employment shall be met.

#### **C1.2.3.3 CONTRACTOR PARTICIPATION GOAL (CPG) / ECONOMIC TRANSFORMATION SPECIFICATION AS PER SPECIFICS OF TASK ORDERS**

As a Condition of Contract the Successful Service Provider must subcontract a minimum of **15%** to EMEs or QSEs which are at least 100% black owned. The composition of the 100% black ownership should comprise 76% PPG ownership.

Only GB1 and GB2 (Developmental) Sub-contractors are to be engaged as part of this condition.

In amplifying the contract condition of a successful Service Provider sub-contracting a minimum of **15%** to a EMEs which is 100% Black owned, as a condition of contract the sub-contracted companies shall be drawn (in the first instance) from the Mafukuzela database in accordance to, the list of sub-contractors (preferably CSD registered) residing/operating within the ward/s where the service/s (of the Task Order/s) will be rendered in line with municipality's CPG strategy. If the sub-contractors are not available from that particular ward, the contractor can, after obtaining the Employer's approval, source them from adjacent wards and other wards but only within the eThekweni Municipality.

CPG compliance shall be evaluated on a quarterly basis, on All Task Orders issued.

The penalty for not achieving the specified CPG, over the quarter, will be 0.5% of the cumulative Task Order values (excluding Provisional Sum items and Fixed Cost allowances) for every 1% of CPG not achieved – and levied against future Task Order Payments.

The Service Provider shall be required to conclude all sub-contracting agreements (For all Task Orders exceeding R 200 000.00), and present to the Employer; prior to Site Handover.

#### 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

<b>Level 1</b> Unknown	<b>Level 2</b> No Schooling	<b>Level 3</b> Grade 1-3	<b>Level 4</b> Grade 4	<b>Level 5</b> Grade 5-6
<b>Level 6</b> Grade 7-8	<b>Level 7</b> Grade 9	<b>Level 8</b> Grade 10-11	<b>Level 9</b> Grade 12	<b>Level 10</b> Post Matric
<b>Category A</b> : Employed as Local Labour for this contract only <b>Category B</b> : Temporarily employed by the Contractor <b>Category C</b> : Permanently employed by the Contractor				

- Category of Employment

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 31 of JBCC Principal Building Agreement March 2005 Edition, 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

The Contractor shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Council's current Supply Chain Management Policy.

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

#### C1.2.3.6 SYSTEM OF MEASUREMENT

These Bills of Quantities, unless otherwise stated, shall be deemed to have been prepared in accordance with the SEVENTH EDITION of the Standard System of Measuring Builders' Work issued by the Association of South African Quantity Surveyors.

**C1.2.3.7 CONTRACT PRICE ADJUSTMENT PROVISIONS**

The Contract Rates shall be fixed for the first 12 months.

The Contract Rates shall then be adjusted at month 12, applicable for months 13 to 24 and then adjusted at month 24, applicable for months 25 to 36; all in accordance with the Contract Price Adjustment Provisions, Haylett Formula Work Group 180.

**C1.2.3.8 APPLICATIONS FOR SERVICE CONNECTIONS**

The Contractor is to be responsible for all timeous applications for service connections, including electricity, water, sewerage, etc. The Department is responsible for payment of these connection fees, where Departmental Sums have been included in the Tender Summary.

**C1.2.3.9 MARKET RELATED WAGE RATES**

When pricing this document, Service Providers are to allow for wages which are not less than the BCCEI recommended minimum rates applicable at any time during the duration of the contract.

**C1.2.3.10 TENDER PRICES AND CONTINGENCY SUM:**

All Tenders are to be firmly priced in South African currency.

**C1.2.3.11 VALUE-ADDED TAX (VAT):**

All prices and or rates tendered shall be deemed to be EXCLUSIVE of Value-Added Tax. Value-Added Tax shall be added as a lump sum where provided on the SUMMARY/ FINAL SUMMARY page and as shown in the Tender Form.

Service Provider s shall state, where provided on the Tender Form, their VAT Registration Number.

**C1.2.3.12 OCCUPATIONAL HEALTH AND SAFETY ACT:**

The Service Providers particular attention is drawn to the Occupational Health & Safety Specification which is Annexure 7 of this document. The Contractor will be required to submit with his tender an Occupational Health & Safety Plan for this project indicating what steps he is going to take to comply with this Occupational Health & Safety Specification and indeed that he has made allowance for compliance with this document within his Tender Price. Failure to do so will render his Tender liable for disqualification.

The principle health and safety risks involved on this specific site will include are detailed in the abovementioned specifications.

**C1.2.3.13 CONTRACTOR'S DOMESTIC SUBCONTRACTORS FOR PLUMBING INSTALLATION AND ELECTRICAL INSTALLATION**

The Service Providers attention is drawn to the requirement that the appointment of any sub-contractor to carry out electrical or plumbing installation under the Task Order contract/s, is subject to such sub-contractor being registered on the databases of eThekwini Electricity and Water Services respectively, as an accredited contractor.

**C1.2.3.14 CONTRACTOR'S DOMESTIC SUBCONTRACTORS FOR WATER CONNECTION AND ELECTRICAL CONNECTION**

The Service Providers shall appoint a domestic subcontractor for the water connection who is on the Ethekwini Water Services database.

The Service Provider shall appoint a domestic subcontractor for the electrical connection who is on the Ethekwini Electricity database.

**C1.2.3.15 USE OF PROPRIETARY PRODUCTS**

The Service Providers attention is drawn to the fact that where in this document a proprietary product is specified he may use a similar or equal approved product to the Architect's or Engineer's satisfaction.

**C1.2.3.16 SCHEDULE OF DRAWINGS: (NOT APPLICABLE)**

**C1.2.3.17 CONTRACT PERIOD**

The Contract Period, from the commencement of the contract, is **36 months**.

**C1.2.3.18 DAMAGE TO PERSONS OR PROPERTY**

The successful Service Providers shall indemnify and keep indemnified Council against any claim for death, injury, damage, or loss to any person or property whatsoever in respect thereof or in relation thereto.

The successful Service Providers enters into this contract as an independent Contractor and shall be solely liable in respect of any claim for death, injury, damage, or loss to any person or property whatsoever in respect thereof or in relation thereto.

**C1.2.3.19 PROFESSIONAL INDEMNITY INSURANCE: (NOT APPLICABLE)**

**C1.2.3.20 TRAVEL COSTS**

The travel costs shall be deemed to be included in the rates.

**C1.2.3.20 SUBCONTRACTING**

The successful Service Providers may not subcontract any work, excluding under prescripts of ACC2 (Additional Conditions of Contract), without obtaining prior written permission from the Employer to do so. Permission granted shall be at the sole discretion of the Employer, based on risk or benefit to the Municipality; as determined by the Employer.

**C1.2.3.21 ASSIGNMENT OF TASK ORDERS**

Task Orders shall be assigned to the successful Service Providers in line with the Employers operational and strategic requirements; through all Client Departments and areas of Ethekwini.

It is the intention of the Employer to strive toward ensuring that all successful Service Providers undertake similar cumulative values of task order at the time of end of period of performance (within their CIDB ranges), measured from time to time and regular intervals.

The Employer will issue Task Orders to the Service Provider to complete Professional and/or Construction Services, based on "JBCC Minor Works Agreement, Edition 4.1, September 2005". No Task Order for Professional Services shall be issued to Intermediate (GB3 to GB5) Service Providers.

All Task Orders shall be managed, co-ordinated and reported on by the Contracts Manager/s.

Task Orders which require Professional Services will provide for Architectural and/or Quantity Surveying and/or Structural Engineering Services. These will largely be Professional Services from Work Stages 1 to 3, Feasibility to Design Development.

Task Orders which require Construction Services will provide Building Maintenance and Upgrade Services (such as building, plumbing, locksmithing, glazing, roofing, joinery, fencing, landscaping



– to name a few) based on Drawings, Specifications and/or BoQs developed and/or approved by the Employer. These works will be undertaken by the Service Provider, under the supervision of Site Foremen, with the use of Local CPG Subcontractors; to completion.

The Service Provider shall seek the approval of the Employer at key milestones of each Task Order, prior to progressing with the works.

It is the further intention of the Employer that:

- The cumulative value of all Task Orders issues to the Service Provider do not exceed the Final Tendered Sum; including variations, inflation and escalation considerations. See below applicable for Intermediate (GB3 to GB5) Service Providers.
- All Task Orders must have commenced within the contract period of 36 months of this Contract.
- Task Orders which specifically and only require Professional Services will be limited to the value of **R 0.00 - R 1 000 000.00 (incl. VAT)**.
- The cumulative value of all Task Orders for each Service Provider will not exceed the tendered value of same Service Provider.
- Intermediate (GB3 to GB5) Service Providers shall only be issued Task Orders for works not including professional service providers (i.e., design and build).

#### **C1.2.3.22 EMPLOYMENT OF KEY STAFF PRESENTED AT TENDER**

The successful Contractor/s shall employ the Key Staff they submitted with their Tender or Key Staff that match or exceed the relevant experience, qualification and registrations of the Key Staff submitted with the Tender – for the duration of the Contract.

#### **C1.2.3.23 IMPLEMENTATION OF THE CONSTRUCTION METHODOLOGY PRESENTED AT TENDER**

The successful Contractor/s shall implement the prescripts of their Construction Methodology & Quality Control (as well as any other strategies and plans required for successful implementation of the Contract) submitted at Tender.

## **C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS**

### **C2.1.1 GENERAL**

C2.1.1.1 A word or phrase in bold type in the Pricing Data shall have the meaning assigned to it in the definitions listed in the Conditions of Contract, Contract Data, and the **JBCC Minor Works Agreement Edition 4.1 September 2005, JBCC Series 2000 May 2005 Preliminaries and the Model Preambles for Trades 2008 as issued by the Association of South African Quantity Surveyors**. A word or phrase not in bold type shall be interpreted in the context of its usage.

C2.1.1.2 Service Providers are to allow for wages which are not less than the Bargaining Council for the Civil Engineering Industry (BCCEI) agreed wage rates.

C2.1.1.3 The agreement is based on the Conditions of Contract as specified in Part C1.2.1. Additions, deletions and alterations to the Conditions of Contract, as well as the contract specific variables, are as stated in the Contract Data as specified in Part C1.2.2 and Additional Conditions of Contract as specified in Part C1.2.3

C2.1.1.4 Bills of Quantities: Except where indicated otherwise, the quantities of and classes and kinds of works set out in these Bills of Quantities are provisional and do not purport to represent the final quantities of and classes and kinds of work eventually required to be done. The quantities of and classes and kinds of work contained herein have been set down solely in order to form a basis for obtaining competitive tenders.

The Bills of Quantities are not to be used for ordering materials under any circumstances whether this be with regard to description or specification of materials or goods required, or with regard to quantities. Failure to comply with this condition is entirely at the Contractor's own risk. The Contractor shall be obliged upon instruction of the Principal Agent to execute such quantities of and classes and kinds of work as the Principal Agent in his sole discretion may deem necessary or which, in the Principal Agent's opinion, become expedient from time to time or which may be required to meet the Employer's requirements, whether or not such quantities of and classes or kinds of work may appear in these Bills of Quantities or the contract drawings.

The consideration payable to the Contractor in respect of the works shall be determined by the Agent by the application of the rates contained in the priced Bill of Quantities to the quantities of and classes and kinds of work actually executed, which quantities of and classes and kinds of work shall be determined by the Agent. The rates contained in the priced Bills of Quantities shall apply irrespective of the final quantities of the different classes and kinds of work actually executed. No claims for extras, loss of profit, variation of rates or other similar claims will be entertained as a result of any variations whatsoever between the quantities of work set out in these Bills of Quantities and the quantities of work actually executed, nor as a result of any variation whatsoever between the contract sum and the final value of works.

C2.1.1.5 Budgetary Allowances and Provisional Sums: All items described as "Budgetary Allowance" shall be used as directed by the Employer and measured and valued and paid for.

No work for which "Budgetary Allowance" items are allowed shall be commenced without written instructions from the Principal Agent. The contractor is duly informed in this document that the Budgetary Allowance Items are completely subject to the discretion of the employer and will only form part of the contract value once duly authorised by the employer and executed by the contractor to the full satisfaction of the principal agent, irrespective of the fact that the Budgetary Allowance formed part of the contract sum.

C2.1.1.6 Prime Cost Amounts: Prime cost amounts are a net allowance (excluding VAT), for materials only, and the Service Provider should allow for the necessary labour, wastage, profit, etc in pricing these items.

C2.1.1.7 Value Added Tax: The tendered price must include for Value Added Tax (VAT). All rates, provisional sums, etc in these Bills of Quantities must however be net with VAT calculated and added to the total value thereof as provided for in the Final Summary.

C2.1.1.8 Preliminaries, in execution of Task Orders: The percentage ratio between the tendered amounts for Preliminaries and Building Works in the below pricing shall be applied in the calculation of Preliminaries in resultant Task Orders.

C2.1.1.9 Disbursements, in execution of Task Orders: The percentage ratio between the tendered amounts for disbursements and the cumulative professional categories in the below pricing shall be applied in the calculation of Disbursements in the resultant Task Orders.

C2.1.1.10 Attendance to Provisional Sums, in execution of Task Orders: The percentage ratio between the tendered amounts for attendance to provisional sum and the provisional sum in the below pricing shall be applied in the calculation of Attendance in the resultant Task Orders.

C2.1.1.11 The Preliminaries shall be deemed to include all the activities associated with the Local CPG Sub-contractors'.

## **C2.2: BILL OF QUANTITIES**

The Bill of Quantities follows and comprises of 288 pages. The pages are numbered in sections as follows:.

SECTION 1 – PRELIMINARIES	Pages	1/1-41
SECTION 2 – PROFESSIONAL SERVICES	Pages	2/1
SECTION 3 – CONSTRUCTION SERVICES	Pages	3/2-245
SECTION 4 – BUDGETARY ALLOWANCES	Pages	4/246
FINAL SUMMARY	Page	5/1

### **NOTE:**

**SERVICE PROVIDERS ARE REQUIRED TO PRICE THE ENTIRE DOCUMENT AT THE TIME OF TENDER**

**INTERMEDIATE SERVICE PROVIDERS (GB3 TO GB5) ARE TO PRICE RATES ONLY – AND NOT TOTAL IN FINAL SUMMARY AND FORM OF OFFER.**

**INTERMEDIATE SERVICE PROVIDERS (GB3 TO GB5) ARE NOT TO PRICE SECTION 2.**

**PART C3: SCOPE OF WORK**

	<b><u>PAGE</u></b>
<b>C3.1 PROJECT DESCRIPTION AND SCOPE OF CONTRACT</b>	<b>449</b>
<b>C3.2 PROJECT SPECIFICATIONS</b>	<b>459</b>
<b>C3.3 STANDARD SPECIFICATIONS</b>	<b>460</b>
C3.3.1 Listing of the Standard Specifications	
C3.3.2 Amendments to the Standard Specifications	
<b>C3.4 PARTICULAR SPECIFICATIONS</b>	<b>461</b>
C3.4.1 Part AH - OHS 1993 Safety Specification – Baseline Risk Assessment (27 Pages)	
C3.4.2 OHS Site Specific Health and Safety Specifications in terms of 2014 Construction Regulations 5.1(b) (27 Pages)	
C3.4.3 COVID 19 Health & Safety Specification (8 Pages)	
<b>C3.5 CONTRACT AND STANDARD DRAWINGS</b>	<b>462</b>
C3.5.1 Contract Drawings / Details	
C3.5.2 Standard Drawings	
<b>C4 PART C4: SITE INFORMATION</b>	<b>463</b>

### **C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT**

#### **C3.1.1 Client's / employer's objectives**

The Architecture Department (the Employer), under the Engineering Unit of the Ethekwini Municipality, is duly mandated to professional and construction services for Council buildings (and ancillary facilities) on behalf of other Council departments. It provides this service through its core and support Branches, providing various professional and construction services for new, upgrade and maintenance works.

The Employer seeks to augment its internal professional and construction services for building and ancillary facilities maintenance and minor upgrades, with this Contract as the implementation mechanism of this augmentation. This augmentation is broadly intended for the following:

- improved timeframes for service delivery and compliance through reduction of isolated procurement events for the general building maintenance and minor upgrades of buildings and ancillary facilities,
- improved accountability and reporting through reduction of points of responsibility of the general building maintenance and minor upgrades of buildings and ancillary facilities,
- improved quality of workmanship through engagement of service providers with greater capacity and experience,
- improved cost efficiencies,

**It is the further intention of the Employer, that the above augmented services be undertaken in such a manner as to have the following by-products:**

- improved local economic development through inclusion of intermediate service providers in the Contract and significant local (ward-based) subcontracting in the general building maintenance and minor upgrades of buildings and ancillary facilities in specific communities;

It is the operational intention of the Employer to have the incumbent Service Providers undertake general building maintenance and minor upgrades works on Council buildings and ancillary facilities through specific Task Orders (Contracts), emanating from and based on the prescription of this Tender.

The Employer will issue Task Orders to the Service Provider to complete Professional and Construction Services, based on "JBCC Minor Works Agreement, Edition 4.1, September 2005". No Task Order for Professional Services shall be issued to Intermediate Service Providers.

All Task Orders shall be managed, co-ordinated and reported on by the Contracts Manager/s.

Task Orders which require Professional Services will provide for Architectural, Quantity Surveying and Structural Engineering Services. These will largely be Professional Services from Work Stages 1 to 3, Feasibility to Design Development.

Task Orders which require Construction Services will provide Building Maintenance and Upgrade Services (such as building, plumbing, locksmithing, glazing, roofing, joinery, fencing, landscaping – to name a few) based on Drawings, Specifications and/or BoQs developed and/or approved by the Employer. These works will be undertaken by the Service Provider, under the supervision of Site Foremen, with the use of Local CPG Subcontractors; to completion.

### **C3.1.2 Description of Works**

#### **Nature of Works:**

The assessment, design, documentation, procurement, construction and supervision and close-out of general building maintenance and minor upgrades of buildings and ancillary facilities works in Ethekwini Municipality - at the discretion of the Employer. The works include professional and construction services for the maintenance and minor upgrade works of the following facilities (not limited to these):

- Offices;
- Community Hall,
- Sportsfields,
- Business and Trading Facilities,
- Health Clinics,
- Parks and Beaches,
- Ablutions,
- Depots,

The works will be issued as Task Orders (Contract Instructions)

- Task Orders which specifically and only require Professional Services will be limited to the value of **R 1 000 000.00 (incl. VAT)**. Task Order for Contract Services will not be limited.
- The cumulative value of all Task Orders for each Service Provider will not exceed the tendered value of same Service Provider.
- Intermediate (GB3 to GB5) Service Providers shall only be issued Task Orders for not including professional service providers (i.e., design and build)

#### **Guarantee of Works:**

This is a pilot, responsive, augmented and ad-hoc services Contract.

It must be noted that maintenance and minor upgrade works undertaken by the Architecture Department, are dependent on Client Line Departments issuing requests for said works.

There is therefore no guarantee on the nature, quantum or value of individual Task Orders, and consequentially whether the cumulative value of the Task Orders issued under this Contract will equate the value of the Tendered Sum - as this is a pilot, responsive and augmented Contract.

The Employer, also reserves the right to undertake works of a similar nature within Ethekwini Municipality outside of this Contract, within the contract period and validity of this Contract.

#### **Performance of the Works:**

In the first instance, the performance (time and quality) specification of a Task order will be specified in same Task Order. This specification will indicate the penalties of non-compliance.

In the case of Emergency and/or Urgent Works, due to various constraints the relevant Task Order may have inadequate specifications on time and quality performance.

In the case of Emergency Works, a Notification to undertake works (which may indicate prescripts, but must be deemed to be based on reasonable and preceding Contract Conditions of previous Task Orders) will supersede a Task Order, due to time constraints.

#### **Emergency Works:**

Period of Performance - Response (on site; reporting on the issue, making good and/or undertaking the works) within 3 hours of Notification/Task Order.

Quality Performance - Relevant South African National Standards regulation, and others specified, are applicable

Urgent Works:

Period of Performance - Response (on site; reporting on the issue, making good and/or undertaking the works) within 2 calendar days or 48 hours

Quality Performance - Relevant South African National Standards regulation, and others specified, are applicable

Regular Works:

Period of Performance - As stipulated in the Task Order

Quality Performance - As stipulated in the Task Order

Resource Utilisation in execution of the Works:

The Professional Services Task Orders shall be managed, coordinated and reported on by the Contracts Manager/s. The works shall be undertaken by the Architect, Quantity Surveyor and Structural Engineer – as required and/or stipulated.

The Construction Services Task Orders shall be managed, coordinated and reported on by the Contracts Manager/s and supervised and controlled by the Site Foremen. The works shall be undertaken by the incumbent Service Provider's Staff and utilizing Local (Ward-based) CPG Sub-contractors, as Domestic Sub-contractors to the incumbent Service Provider.

Tenderers are to note that the intention is that the incumbent Service Provider will largely provide a 'Management Contractor' role; with Local (Ward-based) CPG Sub-contractors undertaking most of the works.

For Construction Services works, under different Task Orders for the duration of the Contact, in the same Ward or Zone; the incumbent Service Provider is to utilise Local (Ward-based) Sub-contractors on a rotational basis encouraging fairness, transparency and competitiveness (where applicable) – from the list of Local (Ward-based) Sub-contractors available to them.

The incumbent Service Provider shall report on a quarterly basis on the utilization of the Local Sub-contractors, indicating Name of Enterprise, Name of Owner/s, Address of Enterprise (confirmed by proof of address), Nature of Works Completed, Value of Works Completed (and % to relevant Task Order).

### **C3.1.3 Duties / Activities required**

The work entails the professional and construction services for Council Building and Ancillary Facilities Maintenance and Minor Upgrades

The incumbent Service Providers shall be responsible for:

Task Orders requiring Professional Services:

- **Note:** Not applicable for Intermediate (GB3 to GB5) Service Providers
- Predominantly Works Stages 1 (Feasibility) to 3 (Design Development);
- Assessment and Reporting (and costing) thereof on Building Maintenance and Minor Upgrades. This is including feasibility;
- Preliminary and Conceptual Design (and costing eg. Order of Magnitude) for Building Maintenance and Minor Upgrades;
- Detailed Design and Documentation (and costing eg. Elemental) for Building Maintenance and Minor Upgrades;



- Detailed Documentation (and costing eg. Bills of Quantities) and Procurement of Sub-contractors for Building Maintenance and Minor Upgrades;
- Stakeholder Co-ordination, Reporting, Presentation and Participation;
- Monthly Reporting of All Task Order Status and Updates and Expenditure thereof;
- Quarterly Local CPG Sub-contractor Utilization;
- Technical and Operational Assistance and Mentorship of Local CPG Sub-contractors;
- Procurement, co-ordination and management of Local CPG Sub-contractors;
- Any other works that may be assigned;

Construction Services (as prescribed in the relevant Task Order):

- Emergency, Urgent and Proactive (routine) General Building Maintenance and minor Upgrade Construction Works;
- Technical, Operational and Financial (as necessary for works continuity) Assistance and Mentorship of Local CPG Sub-contractors;
- Any other works that may be assigned;

**C3.1.4 Engagement with Stakeholders**

The incumbent Service Provider shall be required to engage with the various Stakeholders involved in the Building Maintenance and Minor Upgrades of Council Building and Ancillary Facilities. These include, but are not limited to, Ward Councillors, Community Members, Sub-contractors, Client Line Department Representatives etc.

All Task Orders, and instructions relating to same, shall be received only from a duly authorized Employer (Architecture Department) Representative. Any Stakeholder wishing to amend the conditions of the incumbent Service Provider's Task Order must be directed to the relevant duly authorized Employer (Architecture Department) Representative.

**C3.1.5 Approval of Works**

The incumbent Service Providers shall only receive Milestone and Works Approval from a duly authorized Employer (Architecture Department) Representative, at the below:

Professional Services Task Order:

- Initial Scope of Works of Task Order,
- Revised Scope of Works of Task Order,
- Conceptual Design Proposal (and costing thereof),
- Design Development Proposal (and costing thereof),
- Detailed Proposal (and costing thereof),
- Variation Orders,
- Contract Instruction (with cost, time and quality implications),
- Contractor Claim and/or Payment Certificate,
- Approval of Structural/Civil (or any other) Construction Works,
- Engagement of Additional Services,
- Any Process and/or Output Report,

Construction Services Task Order:

- Initial Scope of Works of Task Order,
- Revised Scope of Works of Task Order (Variation Orders),
- Contractor Claim and/or Payment Certificate,
- Approval of Structural/Civil (or any other) Construction Works,

- Engagement of Additional Services,

Approval must be provided in writing at all above (and any other identified) Milestones/Gateways, by a duly authorized Employer (Architecture Department) Representative, prior to continuation of services and communication of processes and outputs thereof, to other stakeholders.

### **C3.1.7 Key Staff**

Due to the nature of the scope of works of the Contract, Key Staff allocated must have sufficient skill and competency to implement multiple projects undertaken over the allocated region. Staff must further be able to provide full professional and construction services including deal ing with socio-economic and related conditions arising from such works.

In addition, due to the nature of maintenance construction works, there may be notable instances where construction services are required - without detailed design information provided. The allocated Construction Services Key Staff must have the necessary experience to ensure solutions are determined and implemented timorously and effectively.

The incumbent Service Provider must ensure that Key Staff are available for the entire Contract Period of Performance. In instances where staff are not available due to HR or other requirements, equivalent or better (in relation to Contract Mandatory Key Staff Qualifications and Experience) resources , at the consideration and approval of the Employer, must be in place (and thoroughly briefed) to ensure the continuity of the projects over such periods and must be in a position to respond to the Employer's requests and/or instructions.

### **C3.1.8 Co-operation with other services providers / Stakeholders**

In undertaking the works, the incumbent Service Provider will be required to work closely with, but not limited to:

- Other Employer Service Providers;
- Employer's Departmental Representatives (the Architecture and other Departments - as and when required),
- Ward Councillor;
- Local ward based contractors / CPG targeted contractors;
- Business Interest Groups;
- Materials and equipment suppliers;
- Civic Society;

### **C3.1.9 Assistance of Local Ward-based CPG Sub-contractors**

The incumbent Service Provider, in the execution of the Construction Services of the Contract must utilize Local CPG Sub-contractors, as Domestic Sub-contractors, as indicated elsewhere in the Contract.

Due to the nature of the Contract, and while undertaking above, it is expected of the incumbent Service to assist (with logistics and funding) Local CPG Sub-contractors with the following (and other related activities):

- Purchase of materials to reduce their upfront capital commitments and develop supplier relationships,
- Hire of Equipment to reduce their upfront capital commitments and develop supplier relationships,
- Intermittent (not based on their payment from Employer) Payment to encourage Cashflow

etc.

#### **C3.1.10 Non-Exclusive Appointment**

The works undertaken under this Contract are on a non-exclusive basis and the incumbent Service Provider shall have no recourse against the Employer for any works allocated to other parties/through other Employer procurement mechanisms.

The Employer also reserves the right to procure service similar or same to the scope of works of this Contract through other procurement mechanisms.

There is therefore no guarantee on the nature, quantum or value of individual Task Orders, and consequentially whether the cumulative value of the Task Orders issued under this Contract will equate the value of the Tendered Sum. The Cumulative Value of the Task Orders issued under his Contract shall not exceed the value of the Tendered Sum.

#### **C3.1.12 Management Meetings**

The incumbent Service Provide shall co-ordinate and undertake, chair, record and follow up on Monthly Progress Meeting, for the duration of the Contract, where an updated Progress Report shall be presented for approval, with duly appointed Employer representative. The proper content of the Progress Report shall include time, cost and quality updates against this Contract and its resultant Task Orders.

The incumbent Service Provide shall co-ordinate and undertake, chair, record and follow up on Quarterly Empowerment Meeting, for the duration of the Contract, where an updated Empowerment Report shall be presented for approval, with duly appointed Employer representative. The proper content of the Progress Report shall include Graduate and In-service training Student, and Local CPG Sub-contractor utilisation updates against this Contract and its resultant Task Orders.

The incumbent Service Provider shall co-ordinate, undertake, chair, record and follow up on regular Site Technical and Progress Meetings relative to the works of each Task Orders.

The incumbent Service Provider shall co-ordinate, undertake, chair, record and follow up on any Meeting as instructed by the Employer, for the purposes of executing the scope of works of this Contract.

#### **C3.1.13 Payment**

The incumbent Service Provider shall be paid against regular (maximum monthly, for Task Orders whose period of performance exceeds 60 calendar days) claims for approved (by a duly appointed Employer Representative) works, in the form of an officially receipted detailed Invoice (with all support documentation) - against an official Task Order provided by a duly appointed Employer Representative.

In the case of Emergency Works being undertaken against an official Notification, provided by a duly appointed Employer Representative - a Task Order shall be generated and issued to the Service Provider. An Invoice will then be issued against that Task Order.

All rates for assignments, activities and materials will be in accordance with the rates specified in this document. Any rates for works outside this document shall have the following maximum of percentage mark up (intended to cover the profit and overhead costs) on proven Base Cost:

**Professional Services Task Orders:**

- 10% for items with Base Cost of between R 0.00 to R 50 000.00,
- 7.5% for items with Base Cost of between R 50 000.01 to R 100 000.00,
- 5% of items with Base Cost of between R 100 000.01 and R 200 000.00 and,
- 2.5% of items with Base Cost of between R 200 000.01 and above

**Construction Services Task Orders:**

- 10% for items with Base Cost of between R 0.00 to R 50 000.00,
- 7.5% for items with Base Cost of between R 50 000.01 to R 100 000.00,
- 5% of items with Base Cost of between R 100 000.01 and R 200 000.00 and,
- 2.5% of items with Base Cost of between R 200 000.01 and above

The incumbent Service Provider shall be required to provide the Employer with the original invoice for the Base Cost of items whose rates for works fall outside of this document.

For Routine Works, the incumbent may be requested to provide multiple quotations to ensure fairness and reasonability.

The incumbent Service Provider may be directed to particular suppliers to ensure fairness and reasonability of pricing and quality of materiality.

**Rates:**

All rates are fixed for the duration of the contract, unless otherwise allowed for in the document, the Task Orders; and all at the sole discretion of the Employer.

**Insurance:**

The incumbent Service Provider shall be required to provide construction related insurance cover for specific Construction Services Task Orders – as may be stipulated in those orders.

**Frequency of Payment:**

In Task Orders whose period of performance is less than 60 calendar days and/or equally to or less than R 200 000.00 (incl. VAT) in value, payment claims shall only be received on completion and approval of whole scope of works.

In Task Orders whose period of performance is greater than 60 calendar days and/or equally to more than R 200 000.00 (incl. VAT) in value, payment claims shall only be received on a monthly basis – based on measured and approved work done.

The Employer reserves the right to review/audit all documentation of a Service Provider claim - prior to receipt of Invoice.

The Employer shall issue payment to the Service Provider within prescribed period of official receipt date of an Invoice (with all support documentation), for approved works from an official Task Order.

Duly Appointed Employer Representatives:

- Any Ethekwini Municipality Employer duly appointed by Deputy Head: Architecture, including the Deputy Head: Architecture,
- Senior Manager (Architecture Maintenance),
- Superintendent (Architecture Maintenance),
- Works Controller (Architecture Maintenance),

Support Documentation of an Invoice shall include (but not be limited to):

- Copy of Letter of Award for the Contract;
- Copy of Task Order (and any other proof of task appointment: i.e. Service Order and/or Letter of Award - where applicable);
- Copy of Written Employer Representative Approval. This may include need for End-user Client Approval where applicable;
- Copy of Detailed Timesheets (where applicable);
- Copy of Close-out Documentation eg. Guarantees, As-built Documentation, Commissioning Documents, Before and After Images etc. (where applicable);
- Copy of Task Order Empowerment Report (indicating identification, allocation of Local CPG Contractors for Construction Task Orders and and identification and extent of Graduates and In-service training Students utilized for Professional Services Task Orders);

In the instance of Professional Services Task Orders exceeding 30 calendar day, the incumbent Service Provider shall implement a time/rate tracking system for regular. The intention of the system is to track regular claims against work done to date, to ensure both are progressing simultaneously. It is the responsibility of the Service Provider to track, manage and report against ensuring that works completed (and approved) are progressing in line with regular payment claims - so far as to achieve full completion of works within the prescribed cost of the Task Order. The Service Provider shall have no recourse against the Employer if payment claims reach a prescribed cost of a Task Order without completed of scope of works prescribed by same Task Order.

It is the responsibility of the Service Provider to ensure that works undertaken are within the approved cost of the official Task Order. The Service Provider shall have no recourse against the Employer if works are completed in excess of this, without the prior written approval of the duly appointed Employer Representative.

**C3.1.14 Variations to Scope**

Where the items specified in the bill of quantities do not reasonably satisfy the requirements in the scope of works, and the decision is taken to undertake the works via the Managing Contractor Contract, the scope of works and related items will be handled as a variation to the Contract, with rates to be reviewed by the Consultant Team and approved by the applicable Employer

Department.

**C3.1.15 Issue and Management of Task Orders**

The Employer has the broad intention of issuing and managing Task Orders, under the various CSA 3119 Contracts, as follows:

Step 01:

The Employer shall receive a request to undertake Building Maintenance and/or Minor Upgrade works from its Client Departments. The Employer shall generate Contract and/or Tracking Number.

Step 02:

The Employer shall undertake assessment and prepare brief and/or preliminary scope of works, where applicable.

Step 03:

The Employer shall assign the works, as a Task Order (Contract), on a rotational basis between the 2 (or more) regional incumbent Service Providers.

Should the Service Provider decline the work, it shall be assigned to the other regional incumbent Service Provider/s or procured by other means; and the original Service Provider (who declined) loses a turn.

Should the other Service Provider/s decline the work, it shall be assigned to other regional incumbent Service Providers or procured by other means.

Step 04:

The assigned, incumbent Service Provider shall undertake the services, as per the Task Order, to the Employer's satisfaction. The incumbent Service Provider shall only commence with the next stage of works (within a Task Order) once they receive written approval of the current stage of works.

Step 05:

The Employer shall inspect, review and approve (if works are satisfactory) the works. If works are unsatisfactory, the Employer is to issue a Completion Instruction with time and quality prescripts - and inspect, review and approve (if works are satisfactory) the works.

Step 06:

The assigned, incumbent Service Provider shall issue the Employer with an Invoice (with all supporting documentation). The Employer shall check and if all in order receipt the Invoice and forward for onward payment processing.

**C3.1.16 Contract Site**

Contract CSA 3119 shall primarily be executed in the Ethekeini Municipality. Definition of this region is outlined under C.4.1.

The Employer reserves the right to issue the Service Provider of this Contract with Task Orders to undertake similar works in other Regions of Ethekeini Municipality, and no additional claims will be entertained in this respect.

The Employer reserves the right to issue Task Orders/Orders/Awards to other Service Providers/Resources to undertake similar works in the Region prescribed to this Contract, and no claims shall be entertained in this regard.

The works emanating from the Task Orders of this Contract shall be undertaken in varying conditions (availability of services, occupancy, security, topography etc.), and no additional claims will be entertained in this respect.

**C3.1.17 Proof of compliance with the law**

The Contractor shall ensure full compliance with all applicable laws for the duration of the Contract; such requirement shall extend to all sub-contractors appointed by the Contractor. The Contractor shall further ensure compliance with gazetted labour rates for the duration of the contract

### **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**

Insert project specifications here.



### **C3.3: STANDARD SPECIFICATIONS**

**C3.3.1** The Specifications on which this contract is based are the **Model Preambles to Trades 2008 issued by the Association of South African Quantity Surveyors**. This document is obtainable separately, and Tenderers shall obtain their own copies at their own cost.

### **C3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS**

#### **INTRODUCTION**

In certain clauses the standard, standardized and particular specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains additional specifications required for this particular contract.

Insert any amendments to standard specification here

### **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/>:

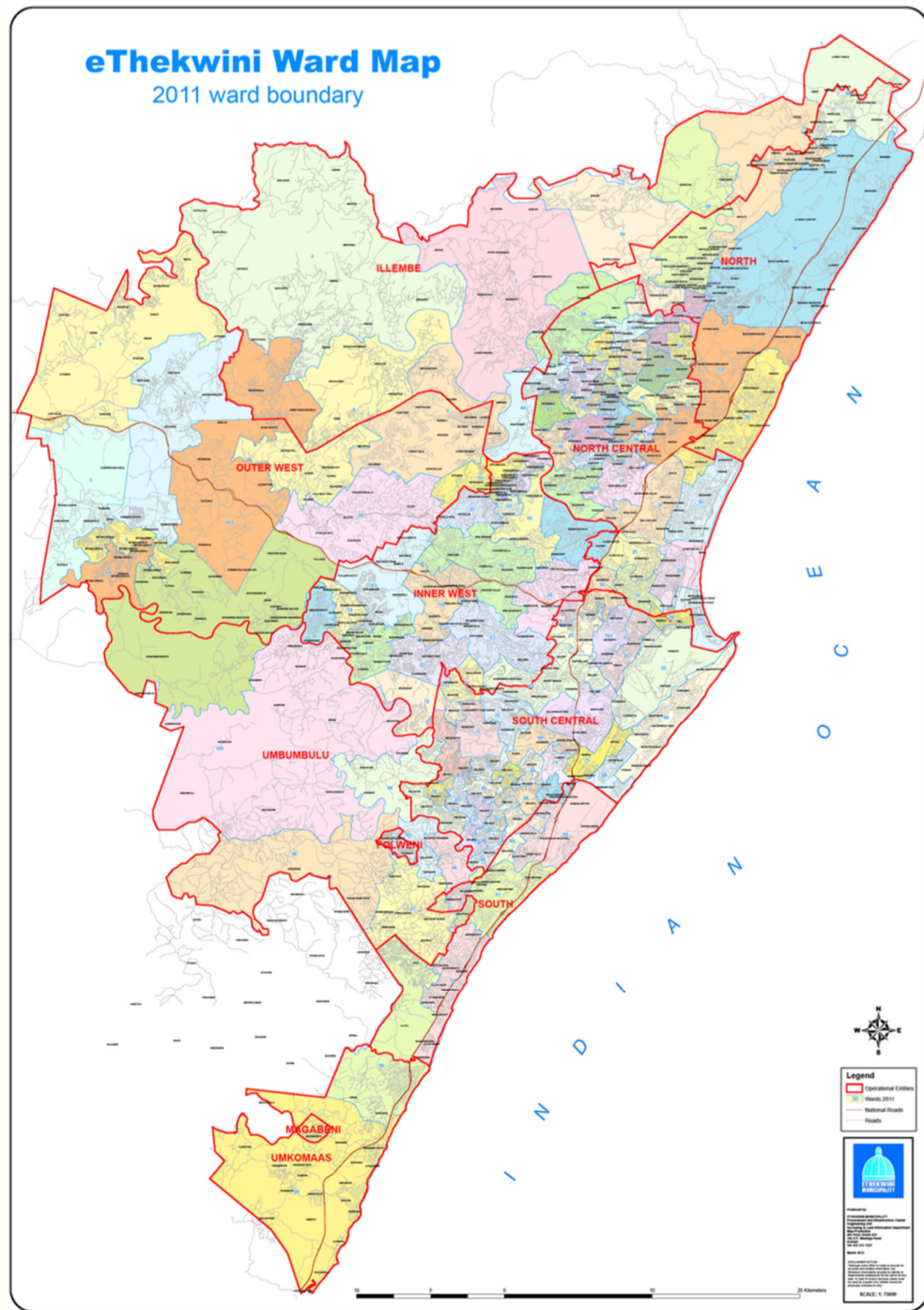
- C3.4.1      Part AH - OHSA 1993 Safety Specification – Baseline Risk Assessment  
(27 Pages)
- C3.4.2      OHSA Site Specific Health and Safety Specifications in terms of 2014 Construction Regulations 5.1(b)  
(27 Pages)
- C3.4.3      COVID 19 Health & Safety Specification  
(8 Pages)

**C3.5: CONTRACT AND STANDARD DRAWINGS**

**C3.5.1 CONTRACT DRAWINGS / DETAILS: (NOT APPLICABLE)**

**PART C4: SITE INFORMATION**

**C4.1 LOCALITY PLAN**



**Contract Regions are defined as follows (in accordance with above map):**

North Region:

Wards 62, 61, 60, 58, 59, 57, 53, 55, 52, 51, 50, 44, 43, 42, 54, 49, 48, 38, 45, 47, 46, 39, 40, 102, 53, and 3.

South Region:

Wards 100, 84, 77, 79, 81, 80, 76, 90, 88, 82, 83, 78, 85, 87, 89, 86, 94, 95, 96, 93, 67, 97, 98, and 99.

West Region:

Wards 71, 72, 63, 17, 13, 14, 12, 7, 91, 6, 103, 5, 4, 1, 8, 10, 15, 16, 17, 63, 18, 92, 20, 22, 21, 19, 9, and 2.

Central Region:

Wards 36, 34, 11, 37, 23, 25, 27, 26, 28, 32, 33, 101, 30, 29, 65, 64, 66, 68, 75, 69, 70, 73, 24, and 74.

**C4.2 CONDITIONS ON SITE: NON-SPECIFIC AND AS PER SPECIFICS OF TASK ORDER**

Tenderers are to make their own arrangements to visit the site (the region) in order to determine the conditions on site.

**C4.3 TEST RESULTS: AS PER SPECIFICS OF TASK ORDER**

There are no test results.