

PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL  
DEPARTMENT OF PUBLIC WORKS



**KWAZULU-NATAL PROVINCE**

**PUBLIC WORKS**  
REPUBLIC OF SOUTH AFRICA

**COST REIMBURSABLE CONTRACT**

with NEC3 Conditions of Contract (Option E) 2013 Edition

**RETURNABLE DOCUMENT**

ONE VOLUME APPROACH

**Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province**

**Project Leader**

Department of Public Works (Midlands Region)  
X9963  
Ladysmith  
Ladysmith  
3370  
036 638 8000 - Tel Number  
036 683 8099 - Fax Number  
Siyabonga.Nkosi@kznworks.gov.za

**Employer:**

Head: Public Works  
KZN Department of Public Works  
Private Bag X 9041  
**PIETERMARITZBURG**  
3200  
Tel Number: 033 - 8971300  
Fax Number: 033 - 8971399

**Region:**

Regional Manager  
KZN Department of Public Works  
X9963  
**Ladysmith**  
3370  
Tel Number: 036-638 8071  
Fax Number: 036-638 8050

Tender Number: ZNTL04350W  
CIDB Grading: 7GB or Higher  
ECDP Number:

Project Code: 071305  
Document Date: As Per Tender Advert  
**Contract Period: 18 Calendar Months**

Contracting Party: \_\_\_\_\_  
CIDB Registration number: \_\_\_\_\_  
Central Suppliers Database Registration Number: \_\_\_\_\_

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**BILLS OF QUANTITIES  
FOR**

**Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province**

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**Document Date: As Per Tender  
Advert**

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## **KWAZULU-NATAL PROVINCE**

### **PUBLIC WORKS**

### **REPUBLIC OF SOUTH AFRICA**

## **THE TENDER**

### **1. PART T1: TENDER PROCEDURES**

Page No.

T1.1	Tender Notice and Invitation to Tender	9
T1.2	Tender Data	14
T1.3	Annexure C - Standard Conditions of Tender	19

### **2. PART T2: RETURNABLE DOCUMENTS**

T2.1	List of Returnable Documents	3
T2.2	Authority to Sign Tender (T2.2)	1
T2.3	Authority for Consortia or Joint Venture's to Sign Tender (T2.3)	2
T2.4	Special Resolution of Consortia or Joint Venture's (T2.4)	3
T2.5	Joint Venture Involvement Declaration (T2.5)	2
T2.6	Schedule of Proposed Sub-Contractors (T2.6)	1
T2.7	Capacity of Tenderer (T2.7)	6
T2.8	Financial Standing and other resources of Business Declaration (T2.8)	1
T2.9	Preference Points Claim Form (T2.9)	5
T2.10	Site Inspection Certificate as proof for attendance of compulsory briefing meeting (T2.10)	1
T2.11	Bidder's Disclosure - SBD 4 (T2.11)	3
T2.12	Record of Addenda to Tender Documents (T2.12)	1
T2.13	Particulars of Electrical Contractor (T2.13)	1
T2.14	Schedule of Imported Materials and Equipment (T2.14)	5
T2.15a	Annual Financial Statement for past financial year (2.15)	1
T2.16	Equipment Schedules (T2.16)	1
T2.17	Contractor's Safety, Health and Environmental Declaration (T2.17)	1
T2.18	Compulsory Enterprise Questionnaire (T2.18)	2
T2.19	Tax Compliance Status (TCS) PIN to verify on line Compliance Supplier Status via e-Filing (T2.19)	1
T2.20	Proof of Good Standing With the Compensation Commissioner (T2.20)	1
T2.21	Form of Offer and Acceptance (Bound into Section 1 of 2) (T2.21)	5
T2.21a	Confirm Receipt of Offer and Acceptance (T2.21a)	
T2.22	Final Pricing Schedule (T2.22)	1
T2.23	Certified Proof of Paid Municipal Rates and Taxes (Attach) (T2.23)	1
T2.24	Proof of Unemployment Insurance Fund (2.24)	1
T2.25	The National Industrial Participation Programme (T2.25)	2
T2.26	Proof of Registration on the Central Supplier Database (CSD) (T2.26)	2

T2.27	Certified Proof of CIDB Registration Number (T2.27)	2
T2.28	Proof of Deposit (T.28)	1
T2.29	Contract Form - Purchase of Goods/Works - Part 1 (T2.29)	1
T2.30	Contract Form - Purchase of Goods/Works - Part 2 (T2.30)	1
T2.31	OHSE Plan Structure (T2.31)	2
T2.32	Client's specific requirements for the Contractor's detailed OHSE Plan (T2.32)	8
T2.33	Baseline Risk Assessment (T2.33)	1
T2.34	Functionality Criteria (T2.34)	3
T2.35	Invitation to Tender - SBD 1 (T2.35)	3

## THE CONTRACT

### 3. **PART C1: AGREEMENT AND CONTRACT DATA**

C1.1	Form of Offer and Acceptance	5
C1.2	Contract Data	7
C1.3	Form of Guarantee (C1.3)	2

### 4. **PART C2: PRICING DATA**

C2.1	Pricing Instructions	4
C2.2	Pricing Schedule	1

### 5. **PART C3: SCOPE OF WORKS**

C3.1	Scope of Works	8
C3.2	Specification for HIV/AIDS awareness	3
C3.3	HIV/STI Compliance report	2

### 6. **PART C4: SITE INFORMATION**

C4.1	Site Information	1
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### 7. **DRAWINGS**

C5.1	List of Drawings	2
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## 8. ANNEXURES

Annexure 1	Model Preambles for Trades 2008	1 to 49
Annexure 2	General Electrical Specifications (As developed by the bidder, and attach	E/1 to E/20
Annexure 3	Lightning Protection Specifications (As developed by the bidder, and atta	LP/1 to LP/6
Annexure 4	Map of Tender submission location	
Annexure 5	Joint Venture Agreement	
Annexure 6	Health and Safety Specification (As developed by the bidder, and attached)	
Annexure 7	Health and Safety Bill of Quantities (As developed by the bidder, and attached)	
Annexure 8	Builders Lien Agreement	
Annexure 9	Geotechnical Investigation Report (As developed by the bidder, and attached)	
Annexure 10	EPWP Data Collection tool for Phase 3 system	
Annexure 11	Guidelines for the implementation of Labour-Intensive Infrastructure Projects	
Annexure 12	EPWP Conditions and Specifications	
Annexure 13		

### IMPORTANT NOTICE TO TENDERERS

Any reference to words Tender or Tenderder herein and/or in any other documentation shall be construed to have the same meaning as the words Tender or Tenderer. These forms are for internal and external use for the KZN Department of Public Works, Provincial Administration of KwaZulu-Natal.

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

**No alternativeTenders will be accepted.**

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

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



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## **THE TENDER**



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## **PART T1. - TENDER PROCEDURES**



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## **T1.1 - TENDER NOTICE AND INVITATION TO TENDER**



**T1.1 TENDER NOTICE AND INVITATION TO TENDER****THE KZN DEPARTMENT OF PUBLIC WORKS INVITES TENDERS FOR THE PROVISION OF:**

<b>Project title:</b>	<b>Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province</b>		
<b>Tender no:</b>	<b>ZNTL04350W</b>	<b>Project Code:</b>	<b>071305</b>
<b>Advertisement date:</b>	<b>To be determined</b>	<b>Closing date:</b>	<b>As Per Tender Advert</b>
<b>Closing time:</b>	<b>11:00</b>	<b>Validity period:</b>	<b>84 Calender Days</b>

It is estimated that tenderers must have a CIDB contractor grading designation of 7GB or higher. No alternative Class of work, as referred to in Clause 25(3)(a)(i) of the CIDB Regulations, as amended, is anticipated for this project.

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

<input checked="" type="checkbox"/>	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations for a : 7GB or higher, class of construction work, are eligible to have their Tenders evaluated.
<input checked="" type="checkbox"/>	Joint ventures are eligible to submit tenders provided that: <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB;</li> <li>the lead partner has a contractor grading designation in the 7GB or higher, class of construction work; or not lower than one level below the required the required grading designation in the class of works construction works under considerations and possess the required recognition status</li> <li>the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a : <b>7GB or Higher</b> or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.</li> </ol>
<input checked="" type="checkbox"/>	Tender document must be properly received on or before the tender closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Tender).
<input checked="" type="checkbox"/>	Submission of Compulsory Returnable Schedules documents as per List of returnable documents.
<input checked="" type="checkbox"/>	Tax Compliance Status (TCS) PIN number and Tenderer's or entity tax reference number.
<input checked="" type="checkbox"/>	Contractor's Safety, Health and Environmental Declaration.
<input checked="" type="checkbox"/>	Complete priced Bill of Quantities to be submitted on the day of the Tender closing date.
<input checked="" type="checkbox"/>	Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a Tenderer may not be awarded a contract if he/she is not registered and in good standing with the Compensation Commissioner.
<input checked="" type="checkbox"/>	Certified Proof of Paid Municipal Rates and Taxes (Attach) (T2.23)
<input checked="" type="checkbox"/>	Certified Proof of UIF Registration (Attach) (T2.24)
<input checked="" type="checkbox"/>	Financial Standing and other resources of Business Declaration (T2.8)
<input checked="" type="checkbox"/>	Compulsory Enterprise Questionnaire (T2.18)

<input checked="" type="checkbox"/>	<b>Tenderers must meet the minimum qualifying score for functionality criteria first before they can be considered for price and preference by means of specific goals</b>
<input checked="" type="checkbox"/>	Invitation to Tender - SBD 1

**Please note the following for POPIA:**

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

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

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

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

Street Address: \_\_\_\_\_

Telephone Number: CODE \_\_\_\_\_ NUMBER \_\_\_\_\_

Cellphone Number: \_\_\_\_\_

Facsimile Number: CODE \_\_\_\_\_ NUMBER \_\_\_\_\_

E-mail Address: \_\_\_\_\_

VAT Registration Number: \_\_\_\_\_

TAX COMPLIANCE STATUS (TCS) PIN TO VERIFY ON LINE COMPLIANCE SUPPLIER STATUS VIA SARS e-FILING YES ☐ or NO ☐ (T2.19)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? [If yes, enclose proof] YES ☐ or NO ☐

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

☒ 80/20 Preference point scoring system ☐ 90/10 Preference point scoring system

**NOTE**

Refer to T2.35 - Functionality Criteria

Functionality requirement:	60 Points
Price:	80 points

**1. The Specific Goal/s Allocated Points in terms of this tender:**

**Preference points system:**

Preferences are offered to Tenderder's who have attained points for the specific goals in accordance with the table below; Documentary Proof required to satisfy the points claimed are also indicated in the table below:

No	Specific Goal	Number of Points Allocated
1	Ownership by Black People  Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths	20
2		

<b>2. Other specific goals (according to the PPPFA):</b>			
(a)	Ownership by Black People	20	Points
(d)	0	0	Points
<b>Total must equal 10 or 20 points</b>		<b>20</b>	Points

**Notes:**

- 1 The successful Tenderder will be required to fill in and sign a written NEC3 Contract.
- 2 Tenderders should ensure that Tenders are delivered timeously to the correct address. If the Tender is late, it will not be accepted for consideration.
- 3 The requirements in respect of the application of either 80/20 and 90/10 preference points scoring system, will apply and the points reflected above for preferences will be adjusted accordingly on a pro-rata basis if required.
- 4 The Tender box is generally open during official working hours.
- 5 All Tenders must be submitted on the official forms – (Not to be re-typed)
- 6 This Tender is subject to the PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (GCC2010) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
- 7 **The documentary proof required to satisfy the points claimed for specific goals in terms of this tender, are duly indicated on the table (1) above.**
- 8 Where stated in the tender data that a two-envelope system has been followed, open only the non-financial proposal of valid tenders in the presence of tenderer's agents, who choose to attend, at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.  
  
Evaluate that non-financial proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals are to be opened.  
  
Open only the financial proposals of tenderers who, in the Functionality evaluation score, have more than the minimum number of points for Functionality stated in the tender data, and announce the score obtained for the non-financial proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose non-financial proposals failed to achieve the minimum number of points for Functionality.
- 9 Multiple awards of bids will be limited (unless by exception due to circumstances) in order to spread the work amongst many successful bidders and to minimize the risk to the Department. Multiple awards shall be limited to the ceiling value of the applicable CIBD grading of the recommended bidder unless previous contracts awarded has been more than 60% completed in terms of the actual scope of the contract and time expended are within the allocated time lines of the contract period of the contract with specific reference to the activity based construction program and concise demonstration has been given that the bidder has the capability and resources to complete the project successfully".

**THE PHYSICAL ADDRESS FOR COLLECTION OF TENDER DOCUMENTS:**

Tender documents may be collected during working hours at the following address :

**Department of Public Works, Physical Address, Ladysmith, Midlands Region**

The bid document can be downloaded from e-Tender Portal at no cost. However should any bidder require a printed/hard copy of the bid document, a non-refundable payment in the amount **R 610** must be made for collection thereof as per the banking details indicated below. Proof of payment must be produced upon collection of the bid document

Account Name: KZN PROV GOV-WORKS  
Bank Name: STANDARD BANK  
Account Number: 052106446  
Bank Code: BUSINESS CHEQUE  
Reference No: Ref No 14019621

The Tenderder must attach the account statement with above reference, to this Tender as proof of payment of the deposit.

## COMPULSORY CLARIFICATION MEETING

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

**As per Tender Advertisement**

on: **As per Tender Advertisement**

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

DOPW Project Manager:	Mr. S.V. Nkosi	Telephone no:	036-638 8000
Cell no:	076 868 8487	Fax no:	036-638 8099
E-mail:	<a href="mailto:Siyabonga.Nkosi@kznworks.gov.za">Siyabonga.Nkosi@kznworks.gov.za</a>		

## DEPOSIT / RETURN OF TENDER DOCUMENTS:

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

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

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

**TENDER  
DOCUMENTS MAY  
BE:**

**DEPOSITED IN THE TENDER  
BOX AT:**

Midlands Region  
Midlands Region Office, 40 Shepstone Road  
Ladysmith  
3370



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## **T1.2 - TENDER DATA**

T1.2 TENDER DATA			
Project title:	Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extentions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province		
Project Code:	071305		
Tender no:	ZNTL04350W	Closing date:	As Per Tender Advert
Closing time:	11:00	Validity period:	84 Calender Days
Clause number:			
	<p>The conditions of Tender are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as per Board Notice <b>423 of 2019</b> in Government Gazette <b>42622 of 8 August 2019</b> as amended from time to time. (see <a href="http://www.cidb.org.za">www.cidb.org.za</a>) Refer to Conditions of Tender as bound into this document.</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.</p>		
C.1.1	<p>The Employer is the Head: Public Works (KZN Department of Public Works-Province of KwaZulu-Natal)</p> <p>For this contract the <u>single volume</u> approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 5 of the CIDB's "Standard for Uniformity in Engineering and Construction Works Contracts."</p> <p>The list of Returnable Documents identifies which of the documents a Tenderder must complete when submitting a Tender. The Tenderder must submit his Tender by completing the Returnable Documents including the priced Final Summary of the Bills of Quantities, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the whole of the procurement document back to the Department bound up as it was when it was received.</p>		
C.1.2	<p>The single volume procurement document issued by the Employer comprises the following:</p> <p><b>TENDER</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 - Tender Notice and Invitation to Tender</p> <p>T1.2 - Tender Data</p> <p>T1.3 - Annexure C - Standard Conditions of Tender</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules (See different forms listed in <b>T2.1 - Returnable Schedule</b>)</p> <p><b>CONTRACT</b></p> <p><b>Part C1: Agreements and Contract Data</b></p> <p>C1.1 - Form of Offer and Acceptance</p> <p>C1.2 - Contract Data</p> <p>C1.3 - Form of Guarantee (C1.3)</p>		

	<b>Part C2: Pricing data</b>	
	C2.1 -	Pricing Instructions
	C2.2 -	Pricing Schedule
	<b>Part C3: Scope of works</b>	
	C3.1 -	Scope of Works
	C3.2 -	Specification for HIV/AIDS awareness
	C3.3 -	HIV/STI Compliance report
	C3.4 -	Project Specific Construction Safety, Health and Environmental Specification
	C3.5 -	Supplementary Preambles
	<b>Part C4: Site information</b>	
	C4.1 -	Site Information
	C4.2 -	Builders Lien Agreement
	<b>Part 5: List of Drawings/Annexure's</b>	
	C5.1 -	Model Preambles for Trades 2008
	C5.2 -	General Electrical Specifications (As developed by the bidder, and attached)
	C5.3 -	Lightning Protection Specifications (As developed by the bidder, and attached)
	C5.4 -	Map of Tender submission location
	C5.5 -	Joint Venture Agreement
	C5.6 -	Health and Safety Specification (As developed by the bidder, and attached)
	C5.7 -	Health and Safety Bill of Quantities (As developed by the bidder, and attached)
	C5.8 -	Builders Lien Agreement
	C5.9 -	Geotechnical Investigation Report (As developed by the bidder, and attached)
	C5.10	EPWP Data Collection tool for Phase 3 system
	C5.11	Guidelines for the implementation of Labour-Intensive Infrastructure Projects
	C5.12	EPWP Conditions and Specifications
	C5.13	
C.1.4	The Employer's agent (Engineer/Principal Agent) is:	
	Name:	<b>Department of Public Works (Midlands Region)</b>
	Capacity:	<b>Project Leader</b>
	Address:	<b>X9963 , Ladysmith , Ladysmith , 3370</b>
	Tel:	<b>036 638 8000</b>
	Fax:	<b>036 683 8099</b>
	E-mail:	<b>Siyabonga.Nkosi@kznworks.gov.za</b>
	Responsible person:	<b>Siyabonga Nkosi</b>
	The second sentence shall read "Communications can be in any of the official languages recognised in KwaZulu-Natal which is English, Afrikaans or Zulu but writing is preferred in English as this is generally accepted as a business language"	
C.1.6	<b>PP2-Competitive Selection Procedure</b>	<b>Design and Build</b>
	<b>PP2B-Open Procedure</b>	
	<b>Tenderers must meet the minimum qualifying score for functionality criteria first before they can be considered for price and preference.</b>	
C.2.1	For eligibility refer to <b>T1.1 Tender Notice and Invitation to Tender</b>	
	A contract will only be entered into with a Tenderder who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff during the contract validity of the contract.	
	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations for a : 7GB or higher class of construction work, are eligible to have their tenders evaluated.	

	<p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1 every member of the joint venture is registered with the CIDB;</li> <li>2 the lead partner has a contractor grading designation in the 7GB or higher, class of construction work; or not lower than one level below the required the required grading designation in the class of works construction works under considerations and possess the required recognition status</li> <li>3 the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a : 7GB or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.</li> </ol>
	<b>See end of T2.3 AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN TENDER for combinations of JV's arrangements.</b>
C.2.7	For particulars regarding a pre-tender site inspection meeting (clarification meeting), see <b>T1.1 Tender Notice and Invitation to Tender.</b>
C.2.12	<p>Alternative tender offer permitted: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If a tenderer wishes to submit an own alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
	<b>Only the complete Service as per the Bills of Quantities</b>
C.2.13.2	Tenderers are to ensure that their company details appear on the entire relevant Tender documentation and must be legible.
C.2.13.3	Part of each tender offer communicated on paper shall be submitted as an original, plus ONE copy of the tender document including supporting documents and priced Bill of Quantities where applicable, scanned onto a readable compact disk (CD) in pdf format, at the Tenderers own cost. The CD must be clearly marked with the tender information and company details.
C.2.13.4	The second sentence shall read as follows "The Employer will hold all authorised signatories jointly and severally liable on behalf of the tenderer". Tenderers proposing to contract as a Joint Venture shall submit a valid Joint Venture Agreement before the Joint Venture's offer could be accepted. Individuals, Partnerships and Companies proposing to contract as a party to a Joint Venture shall be jointly and severally liable on behalf of the Joint Venture.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per <b>T1.1 Tender Notice and Invitation to Tender.</b>
	A Open Procedure will be followed
C.2.15	The closing time for submission of tender offers is as per <b>T1.1 Tender Notice and Invitation to Tender.</b>
C.2.16	The tender offer validity period is as per <b>T1.1 Tender Notice and Invitation to Tender.</b>
C.2.17	Sub-clause C2.17 does not preclude the negotiation of the final terms of the contract with the preferred tenderer, following a competitive selection process, should the Employer elect to do so and provided that the competitive position of the preferred tenderer is not affected.
	No other material required



	The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.2.22	Tenderers <b>do not</b> have to return all retained tender documents within 28 days after expiry of the Tender validity period.
	Tenderers are to refer to <b>List of Returnable Schedules</b> and <b>Scope of Works</b> to establish what is required to be submitted with this tender.
C.3.4	The location for opening of the tender offers, immediately after the closing time thereof shall be at: <b>KZN Department of Public Works, Midlands Region Office, 40 Shepstone Road, Ladysmith, 3370 at the time indicated on T1.1 Notice and Invitation to Bid</b>
C.3.8	<p>The employer must determine, on opening and before detailed valuation, whether each Tender offer properly received:</p> <ul style="list-style-type: none"> <li>a) complies with the requirements of the Conditions of Tender.</li> <li>b) has been properly and fully completed and signed, and</li> <li>c) is responsive to the other requirements of the Tender documents.</li> </ul> <p>A responsive tender is one that conforms to all the terms, conditions and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> <li>a) detrimentally affect the scope, quality, or performance of the Works, services or supply identified in the Scope of Work or</li> <li>b) significantly change the Employers or the Tenderers risks and responsibilities under the contract, or</li> <li>c) affect the competitive position of other Tenderers presenting responsive tenders, if it were to be rectified.</li> </ul> <p>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
C.3.13	<p><b>Tender offers will only be accepted if:</b></p> <ul style="list-style-type: none"> <li>(a) Tenderers must be registered on Government's Central Supplier Database (CSD) and include their master registration number (MAAA number) on the cover page of the tender document in order to enable the institution to verify the tenderers tax status on the CSD</li> <li>(b) the Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation is required for this tender and the Tenderer has submitted a CIDB certificate of registration which clearly indicates the status "Active"</li> <li>(c) the Tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal services charges.</li> <li>(d) 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 to the contract in the best interests of the employer or potentially compromise the Tender process.</li> <li>(e) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector; and</li> <li>(f) the Tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect.</li> </ul> </li> <li>(g) the Tenderer is registered with: <ul style="list-style-type: none"> <li>i) the Unemployment Insurance Fund (UIF); and</li> <li>ii) the Workmen's Compensation Fund</li> </ul> </li> <li>(h) the Tenderer submitted Authority to Sign the tender.</li> <li>(i) the Tenderer submitted Financial standing &amp; other resources of Business Declaration.</li> <li>(j) the Tenderer submitted Equipment Schedules, if applicable.</li> <li>(k) the Tenderer signed the Form of Offer that is part of the Form of Offer and Acceptance.</li> <li>(l) the Tenderer submitted Preference Certificate, if applicable.</li> <li>(m) the Tenderer submit Final Summary of Bill of Quantities at tender closing.</li> <li>(n) the Tenderer submitted Bidder's Disclosure.</li> <li>(o) the Tenderer submitted Site Inspection Certificate from the Compulsory Briefing Meeting</li> <li>(p) All information required to assess 'Functionality' as per Tender Data scheduled requirements</li> </ul> <p>Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Tenderer as described in the form of offer and acceptance.</p>
C.3.15	Tenderers are informed that any formal dispute shall be resolved by being referred to Arbitration only.
C.3.17	Provide to the successful Tenderer one copy of the signed contract document and one copy of an unpriced bills of quantities



**KWAZULU-NATAL PROVINCE**  
PUBLIC WORKS  
REPUBLIC OF SOUTH AFRICA

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**Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province**

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### **T1.3 - Annexure C - Standard Conditions of Tender**

### T1.3 - Annexure C - Standard Conditions of Tender

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

#### C.1 General

##### C.1.1 Actions

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

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

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

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

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

##### C.1.2 Tender Documents

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

##### C.1.3 Interpretation

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

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

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

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

#### C.1.4 Communication and employer's agent

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

#### C.1.5 Cancellation and Re-Invitation of Tenders

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

#### C.1.6 Procurement procedures

##### C.1.6.1 General

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

##### C.1.6.2 Competitive negotiation procedure

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

##### C.1.6.3 Proposal procedure using the two stage-system

- C.1.6.3.1** **Option 1**  
Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the **tender data**, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of
- F.1.6.3.2** **Option 2**  
**C.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement  
**C.1.6.3.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the **tender data**, and award the contract in terms of these conditions of tender.

## C.2 Tenderer's obligations

### C.2.1 Eligibility

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

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

### C.2.2 Cost of tendering

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

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

### C.2.3 Check documents

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

### C.2.4 Confidentiality and copyright of documents

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

### C.2.5 Reference documents

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

### C.2.6 Acknowledge addenda

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

### C.2.7 Clarification meeting

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

### C.2.8 Seek clarification

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

### C.2.9 Insurance

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

### C.2.10 Pricing the tender offer

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

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

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

**C.2.10.4** State the rates and prices in Rand unless instructed otherwise in the **tender data**. The conditions of contract identified in the contract data may provide for part payment in other currencies.

### C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

### C.2.12 Alternative tender offers

**C.2.12.1** Unless otherwise stated in the **tender data**, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

**C.2.12.2** Accept that an alternative tender offer must be based only on the criteria stated in the **tender data** or criteria otherwise acceptable to the employer.

**C.2.12.3** An alternative tender offer must only be considered if the main tender offer is the winning tender.

### C.2.13 Submitting a tender offer

**C.2.13.1** Submit one tender offer only, either as single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the **contract data** and described in the **scope of works**, unless stated otherwise in the **tender data**.

**C.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

**C.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the **tender data**, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

**C.2.13.4** Sign the original and all copies of the tender offer where required in terms of the **tender data**. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

**C.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the **tender data**, as well as the tenderer's name and contact address.

**C.2.13.6** Where a two-envelope system is required in terms of the **tender data**, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the **tender data**, as well as the tenderer's name and contact address.

- C.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the **tender data**.
- C.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the **tender data**.

**C.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

**C.2.15 Closing time**

- C.2.15.1** Ensure that the employer receives the tender offer at the address specified in the **tender data** not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2** Accept that, if the employer extends the closing time stated in the **tender data** for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**C.2.16 Tender offer validity**

- C.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the **tender data** after the closing time stated in the **tender data**.
- C.2.16.2** If requested by the employer, consider extending the validity period stated in the **tender data** for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substitutes by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period lapses before the employer evaluating the tender offer(s), the contractor reserves the right to review the price based on Consumer Price Index (CPI)
- C.2.16.4** Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

**C.2.17 Clarification of tender offer after submission**

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

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

**C.2.18 Provide other material**

- C.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employers request, the employer may regard the tender offer as non-responsive.
- C.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

**C.2.19 Inspections, tests and analysis**

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

**C.2.20 Submit securities, bonds and policies**

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

**C.2.21 Check final draft**

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

**C.2.22 Return of other tender documents**

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

**C.2.23 Certificates**

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

**C.3 The employer's undertakings**

**C.3.1 Respond to request from the tenderer**

- C.3.1.1** Unless otherwise stated in the **tender data**, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the **tender data** and notify all tenderers who collected tender documents.
- C.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:
- an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying
  - the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
  - in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**C.3.2 Issue Addenda**

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

**C.3.3 Return late tender offers**

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

#### **C.3.4 Opening of tender submissions**

- C.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the **tender data**. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- C.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the **tender data**, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.
- C.3.4.3** Make available the record outlined in C.3.4.2 to all interested persons upon request.

#### **C.3.5 Two-envelope system**

- C.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the **tender data** and announce the name of each tenderer whose technical proposal is opened.
- C.3.5.2** Evaluate the functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the **tender data**, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

#### **C.3.6 Non-disclosure**

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

#### **C.3.7 Grounds for rejection and disqualification**

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

#### **C.3.8 Test for responsiveness**

- C.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:
- complies with the requirements of these Conditions of Tender,
  - has been properly and fully completed and signed, and
  - is responsive to the other requirements of the tender documents.
- C.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
  - significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
  - affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

### C.3.9 Arithmetical errors, omissions and discrepancies

- C.3.9.1** Check Responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- C.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:
- a) the gross misplacement of the decimal point in any unit rate;
  - b) omissions made in completing the pricing schedule or bills of quantities; or
  - c) arithmetic errors in:
    - i) line items totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
    - ii) the summation of the prices.
- C.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices
- C.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as
- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
  - b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### C.3.10 Clarification of a tender offer

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

### C.3.11 Evaluation of tender offers

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

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

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



**The activities associated with evaluating tender offers are as follows:**

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

**C.3.11.1 General**

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

**C.3.12 Insurance provided by the employer**

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

**C.3.13 Acceptance of tender offer**

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

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

**C.3.14 Prepare contract documents**

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

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

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

**C.3.15 Complete Adjudicator's Contract**

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

**C.3.16 Registration of the Award**

An Employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

**C.3.17 Provide copies of the contracts**

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

**C.3.18 Provide written reasons for actions taken**

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



**KWAZULU-NATAL PROVINCE**  
PUBLIC WORKS  
REPUBLIC OF SOUTH AFRICA

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**Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province**

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## **PART T2 - RETURNABLE DOCUMENTS**

## T2.1 LIST OF RETURNABLE DOCUMENTS

<b>Project title:</b>	<b>Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province</b>		
<b>Project Manager:</b>	<b>Mr. S.V. Nkosi</b>	<b>Tender no:</b>	<b>ZNTL04350W</b>

### 1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

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

<b>Tender document name</b>	<b>Returnable document</b>	
Bidder's Disclosure - SBD 4 (T2.11)	Yes	
Authority to Sign Tender (T2.2)	Yes	
Authority for Consortia or Joint Venture's to Sign Tender (T2.3)	Yes	
Special Resolution of Consortia or Joint Venture's (T2.4)	Yes	
Schedule of Proposed Sub-Contractors (T2.6)	Yes	
Joint Venture Involvement Declaration (T2.5)	Yes	
Capacity of Tenderer (T2.7)	Yes	
Annual Financial Statement for past financial year (2.15)	Yes	
Site Inspection Certificate as proof for attendance of compulsory briefing meeting (T2.10)	Yes	
Preference Points Claim Form (T2.9)	Yes	
Compulsory Enterprise Questionnaire (T2.18)	Yes	
Financial Standing and other resources of Business Declaration (T2.8)	Yes	
Contractor's Safety, Health and Environmental Declaration (T2.17)	Yes	
Final Summary of Pricing Schedule (T2.22)	Yes	
Certified Proof of CIDB Registration Number (T2.27)	Yes	
Contract Form - Purchase of Goods/Works - Part 1 (T2.29)	Yes	
Contract Form - Purchase of Goods/Works - Part 2 (T2.30)	Yes	
Functionality Criteria (T2.34)	Yes	
Invitation to Tender - SBD 1 (T2.35)	Yes	

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

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

Tender document name	Returnable document	
Tax Compliance Status (TCS) PIN to verify on line Compliance Supplier Status via e-Filing (T2.19)	Yes	
Certified Proof of Good Standing with the Compensation Commissioner (Attach) (T2.20)	Yes	
Proof of payment of Tender deposit (T2.28)	Yes	
Certified Proof of Paid Municipal Rates and Taxes (Attach) (T2.23)	Yes	
Certified Proof of UIF Registration (Attach) (T2.24)	Yes	
Certified Proof of Registration Number on the Central Suppliers Database (T2.26)	Yes	
Annual Financial Statement for past financial year (2.15)	Yes	
Entire tender document including returnable and supporting documents, scanned as PDF onto a CD, clearly marked with the Tender information.	Yes	

## 3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

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

Tender document name	Returnable document	
Form of Offer and Acceptance (Bound into Section 1 of 2) (T2.21)	Yes	
Record of Addenda to Tender Documents (T2.12)	Yes	
Particulars of Electrical Contractor (T2.13)	Yes	
Equipment Schedules-Mechanical / Electrical / Security Material (T2.16)	Yes	
Schedule of Imported Materials and Equipment (T2.14)	Yes	
Confirm Receipt of Offer and Acceptance (T2.21a)	Yes	

## 4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

Tender document name	Returnable document	
Pricing Schedule (T2.22)	Yes	
Form of Guarantee (C1.3)	Yes	
List of Drawings/Annexure's (C5.1)	Yes	
The National Industrial Participation Programme (T2.25)	Yes	
Required Structure of Contractor's detailed OHSE Plan (T2.31)	Yes	
Client's specific requirements for the Contractor's detailed OHSE Plan (T2.32)	Yes	
Base line Risk Assessment (T2.33)	Yes	

## 5. DOCUMENTS REQUIRED FOR THE EVALUATION OF FUNCTIONALITY

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

Tender document name	Returnable	
Proof of working capital of at least 5% of project value	Yes	
Letter/s of credit reference from suppliers and credit limits with minimum credit limit of R 500,000.00 (Not older than 1 year). Bidders to provide a letter of credit reference with a minimum credit limit of R 500, 000.00 or letters of credit reference from three (3) or more relevant suppliers of major building materials (e.g. bricks, concrete, cement, roofing materials, etc). Letter/s to be on official letterhead, signed and credit limits stipulated clearly.	Yes	
Provide the latest financial statement (audited end 2021/22) issued by an accountant (practice number shown) not a Broker, and must be certified.	Yes	
Proof of company offices: Provide utility bill (Not older than 3 months)/ valid signed lease agreement/ proof of ownership of the company offices.	Yes	
Schedule of projects of similar value and nature, completed within the past 5 years: Provide a list of three (3) similar projects completed in the CIDB General Building (GB) category, with specific reference to: (a) Project name, type (nature)/ description value & duration (start & completion date - supported by site handover certificate, practical or final completion certificates signed by Client/ Engineer/ Project Manager (Project Leader)/ Principal Agent indicating successful completion. .	Yes	
Demonstrated ability to work on an accelerated programme	Yes	
Experience in projects that have operational challenges i.e. public interface	Yes	
Detailed schedule of Professional Registered Resources for Section 1 - Design Stage and Section 2 - Construction Stage (Provide Organogram and Detailed CV's for all)	Yes	
Architect: SACAP Registered Professional (5 Years Practice Post Professional Registration). To perform Principal Consultant Role for on the Project	Yes	
Quantity Surveyor: SACQSP Registered Professional (5 Years Practice Post Professional Registration)	Yes	
Civil and Structural engineer: ECSA Registered Professional (5 Years Practice Post Professional Registration for each Discipline)	Yes	
Electrical and Mechanical Engineer: ECSA Registered Professional (5 Years Practice Post Professional Registration for each Discipline)	Yes	
Occupational Health & Safety Consultant: SACPCMP Registered Professional (1 Year Practice Post Professional Registration)	Yes	
Original letter of intent on a bank's letterhead or from any registered financial institution of atleast 5% of the project value.	Yes	
Site establishment indicating proposed layout for all prescribed facilities, hoarding, etc.	Yes	
Resourcing strategy for the various work breakdown structures including resource deployment plan (PS)	Yes	
Programme fully resourced and linked with critical path clearly indicated as well as milestone dates highlighted with Practical and final completion clearly shown	Yes	
Programme and progress reporting, including tracking of long lead procurement items	Yes	
OHS Management, compliance and reporting	Yes	
Queries and information required approach	Yes	
Procurement of outsourced resources e.g. sub-contractors	Yes	

## T2.2 AUTHORITY TO SIGN TENDER

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

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

held at (town): \_\_\_\_\_ on (date): \_\_\_\_\_

**RESOLVED that:**

1. The Enterprise submits a Tender to the KZN Department of Public Works in respect of the following project:

**Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province**

Tender Number: **ZNTL04350W**

2.

\*Mr./Mrs./Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_ (Authorised Signatory)

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

**Note:**

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

**ENTERPRISE STAMP** (If Any)

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

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

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

held at (town): \_\_\_\_\_ on (date): \_\_\_\_\_

**RESOLVED that:**

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

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

to the KZN Department of Public Works in respect of the following project:

**Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province**

Tender Number: **ZNTL04350W**

2. \* Mr. / Mrs. / Ms.: \_\_\_\_\_ in

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

and who will sign as follows: \_\_\_\_\_

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

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

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Postal Code)

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Postal Code)

Telephone number: (Dialling Code followed by number) \_\_\_\_\_

Fax number: (Dialling Code followed by number) \_\_\_\_\_

Email Address : \_\_\_\_\_

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

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

**Note:**

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

**ENTERPRISE STAMP** (If Any)

Deemed to satisfy joint venture arrangements

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

Designation

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

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

THE CIDB JOINT VENTURE GRADING DESIGNATION CALCULATOR sums the capacity of all joint venture partners and calculates a grading designation for the joint venture



## T2.4 SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

2.

3.

4.

5.

6.

7.

8.

held at: \_\_\_\_\_ (place) on \_\_\_\_\_ (date)

### RESOLVED that:

- A. The above-mentioned Enterprises submits a Tender in Consortium/Joint Venture to the KZN Department of Public Works in respect of the following project:

**Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province**

Tender Number: **ZNTL04350W**

Project Code: **071305**

B. Mr/Mrs/Ms: \_\_\_\_\_ in

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

and who will sign as follows: \_\_\_\_\_

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

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

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

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

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

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

Physical address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Postal Code)

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Postal Code)

Telephone number: (Dialling Code followed by number) \_\_\_\_\_

Fax number: (Dialling Code followed by number) \_\_\_\_\_

Email Address : \_\_\_\_\_

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

	<b>Name</b>	<b>Capacity</b>	<b>Signature</b>
1			
2			
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**Note:**

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

## T2.5 JOINT VENTURES INVOLVEMENT DECLARATION

<b>Project title:</b>	<b>Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province</b>		
<b>Tender no:</b>	<b>ZNTL04350W</b>	<b>Project Code:</b>	<b>071305</b>

### DECLARATION RELATING TO A TENDER SUBMITTED BY A JOINT VENTURE :

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

<b>Party No. 1</b>		
<b>CENTRAL SUPPLIERS DATABASE REGISTRATION NO:</b>		
<b>TenderDERS CIDB REGISTRATION NUMBER:</b>		
Name		
Address		
Percentage involvement	%	

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

<b>Party No. 3</b>		
<b>CENTRAL SUPPLIERS DATABASE REGISTRATION NO:</b>		
<b>TenderDERS CIDB REGISTRATION NUMBER:</b>		
Name		
Address		
Percentage involvement	%	

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**Signed - Party No. 1**

I/We (*Full Name*) \_\_\_\_\_

duly authorised in my capacity as \_\_\_\_\_

of (*Enterprise name*): \_\_\_\_\_

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

\_\_\_\_\_  
Signed by Authorised Representative

\_\_\_\_\_  
Date

---



---

**Signed - Party No. 2**

I/We (*Full Name*) \_\_\_\_\_

duly authorised in my capacity as \_\_\_\_\_

of (*Enterprise name*): \_\_\_\_\_

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

\_\_\_\_\_  
Signed by Authorised Representative

\_\_\_\_\_  
Date

**Signed - Party No. 3**

I/We (*Full Name*) \_\_\_\_\_

duly authorised in my capacity as \_\_\_\_\_

of (*Enterprise name*) : \_\_\_\_\_

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

\_\_\_\_\_  
Signed by Authorised Representative

\_\_\_\_\_  
Date

## T2.6 SCHEDULE OF PROPOSED SUBCONTRACTORS

<b>Project title:</b>	<b>Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province</b>		
<b>Tender no:</b>	<b>ZNTL04350W</b>	<b>Project Code:</b>	<b>071305</b>

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

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all subcontractors who are contracted to construct a house **are registered as home builders with the National Home Builders Registration Council.**

No	Name and address of proposed Subcontractor	Nature and extent of work	Year Completed	Value (R):	Contact Tel No:	Previous experience with Subcontractor
1						
	CIDB Registration Number: <input type="text"/>					
2						
	CIDB Registration Number: <input type="text"/>					
3						
	CIDB Registration Number: <input type="text"/>					
4						
	CIDB Registration Number: <input type="text"/>					
5						
	CIDB Registration Number: <input type="text"/>					

<b>Name of authorised representative</b>	<b>Signature</b>	<b>Capacity</b>	<b>Date</b>
<b>Name of Enterprise:</b>			

## T2.7 CAPACITY OF TENDERER

<b>Project title:</b>	<b>Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province</b>		
<b>Tender no:</b>	<b>ZNTL04350W</b>	<b>Project Code:</b>	<b>071305</b>

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

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

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

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

Machinery	Plant	Equipment	Vehicles



### 1.3. Workshops:

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

1.4. Other offers submitted at time of this tender for which results are pending:  
(Any other client's tender must also be included)

[illegible]

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

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

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

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

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

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

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

Name of Tenderer	Signature of authorised representative	Date

## T2.8 FINANCIAL STANDING AND OTHER RESOURCES OF BUSINESS DECLARATION

<b>Project title:</b>	<b>Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province</b>
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<b>Tender no:</b>	<b>ZNTL04350W</b>	<b>Project Code:</b>	<b>071305</b>
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- (a) Based on the track record determined on the Minimum Average Annual Turnover coupled to the assessed Works Capabilities of Contracting Enterprises, the Construction Industry Development Board (CIDB) awards Grading Designations and accordingly registers it on the system.
- (b) However, it regularly occurs that a Contractor will at the same time submit tenders for a number of projects that are advertised during an overlapping period. Moreover, the Contractor may be busy with a Contract that is of the registered CIDB Grading Designation (value) or is even attending to a number of smaller valued Contracts.
- (c) It therefore becomes the prerogative of a Tenderer in such instances to prove to the Department that the Enterprise has the capacity in every respect to attend to more than one (1) contract at a time.
- (d) A Tenderer who wishes to be considered for this tender Contract award, over and above other tenders that they have submitted, shall submit when requested by the DoPW the necessary proof that:
- (i) he/she has access to additional finance (inclusive of a PERFORMANCE GUARANTEE BY A REGISTERED FINANCIAL INSTITUTION),
  - (ii) he/she has additional Human Resources available to successfully complete this project.
  - (iii) he/she has adequate Equipment, Plant and Machinery that all of the above can, undoubtedly, be sourced for this tender. (Please submit to the DoPW the name and contact details of the supplier if the Tenderer is going to hire Equipment, Plant or Machinery, when requested.)
- (e) Tenderer to submit their latest 12 months audited financial statements with the returnable documents.

I, the undersigned,

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

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

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

I accept and understand that the KZN Department of Public Works, as representative of the Provincial Administration of KwaZulu-Natal in this tender, may act against me and the Tenderer, jointly and severally, should this declaration and/or any information provided be found to be false.

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

Full Name of Signatory

Name of Enterprise

Capacity of Signatory

Signature of authorised representative

T2.9 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	
Project Title:	Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee,
Tender Number:	ZNTL04350W
Project Code:	071305

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**  
(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**  
The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

**2. DEFINITIONS**

(a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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

(e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

3.1. **POINTS AWARDED FOR PRICE**

3.1.1 **THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

80/20 or 90/10	
Ps=80(1-(Pt-P min)/(P min-P max)) or Ps=90(1-(Pt-P min)/(P min-P max))	

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\text{Ps} = 80(1 + (\text{Pt} - \text{Pmax}) / (\text{Pmax} - \text{Pmin})) \text{ or } \text{Ps} = 90(1 + (\text{Pt} - \text{Pmax}) / (\text{Pmax} - \text{Pmin}))$$

Where

Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of Points allocated (90/10 system) (to be completed by the Organ of State)	Number of Points allocated (80/20 system) (to be completed by the Organ of State)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Ownership by Black People	20			

### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company Registration Number :.....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

**[TICK APPLICABLE BOX]**

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

(a) disqualify the person from the tendering process;

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

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

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

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

.....  
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

T2.10 SITE INSPECTION MEETING CERTIFICATE			
Project title:	Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province		
Tender no:	ZNTL04350W	Project Code:	071305
Site Inspection Date:		As per Tender Advertisement	

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

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

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

Name of Tenderer	Signature	Date

Name of DOPW Representative	Signature	Date

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



Departmental Stamp:



**T2.11 BIDDER'S DISCLOSURE - SBD 4**

**NO CHANGES / AMENDMENTS MUST BE MADE TO THE SBD4  
NATIONAL TREASURY FORM.**

## T2.12 RECORD OF ADDENDA TO TENDER DOCUMENTS

<b>Project title:</b>	<b>Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province</b>		
<b>Tender no:</b>	<b>ZNTL04350W</b>	<b>Project Code:</b>	<b>071305</b>

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

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

Attach Additional Pages if more space is required

**Tenderer to attach proof of receipt of above listed addenda**

<b>Signed</b>		<b>Date</b>	
<b>Name</b>		<b>Position</b>	
<b>Tenderer</b>			

## T2.13 PARTICULARS OF ELECTRICAL CONTRACTOR

<b>Project title:</b>	<b>Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province</b>		
<b>Tender no:</b>	<b>ZNTL04350W</b>	<b>Project Code:</b>	<b>071305</b>

**Name of Electrical Contractor:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_  
 (Area Code)(Number)

**Fax Number:** \_\_\_\_\_  
 (Area Code)(Number)

<b>Registration number at the Electrical Contracting Board of S.A.:</b>	
---	--

<b>Name of authorised representative</b>	<b>Signature</b>	<b>Date</b>

## T2.14 SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

<b>Project title:</b>	Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province		
<b>Tender no:</b>	<b>ZNTL04350W</b>	<b>Project Code:</b>	<b>071305</b>

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

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

The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only. Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Engineer of the Department of Public Works within 60 (sixty) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed. (See P&G E16)

These net amounts will be adjusted as follows:

### FORMULA:

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

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

A = the amount (R) of adjustment

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

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

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

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

Name of authorised representative	Signature	Date

**T2.15a LATEST 12 MONTH ANNUAL FINANCIAL STATEMENT**

<b>Project title:</b>	<b>Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province</b>		
<b>Tender no:</b>	<b>ZNTL04350W</b>	<b>Project Code:</b>	<b>071305</b>

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

**NOTE**

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

**ATTACH COMPANY LATEST 12 MONTHS ANNUAL FINANCIAL STATEMENTS TO THIS PAGE**

## T2.16 EQUIPMENT SCHEDULES

<b>Project title:</b>	<b>Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province</b>		
<b>Tender no:</b>	<b>ZNTL04350W</b>	<b>Project Code:</b>	<b>071305</b>

The Tenderer shall complete the following schedules giving details of the various items of materials or equipment that he includes in his offer.

### TECHNICAL DATA: STANDBY GENERATOR

Manufacturer:	
Model number:	
Serial number:	
Voltage	
KVA	
Frequency	
RPM	
Cylinder/stroke	
Fuel capacity and consumption	
Sound pressure level	
Condenser air flow rate	
Attenuation type	
Battery Type	
AMF Change Over Panel Type	
Starter Motor Type and Voltage	
Standard Compliance	



**Project Code: 071305**

## EQUIPMENT SCHEDULES

**TECHNICAL DATA: UNINTERRUPTABLE POWER SUPPLY UPS**

Manufacturer	
Model	
Frequency	
Harmonic Distortion Reduction	
Operating Temperature	
Range of Protection – Lightning Strike	
KVA	
Maximum current, cooling mode	
Agent	
Telephone number of Agent	
Brochure enclosed	Yes/No

**TECHNICAL DATA: PARCEL X-RAY UNITS**

Manufacturer	
Model	
Dimension /Size	
Resolution	
Zoom ranges	
External Radiation Levels	
Standard Compliance	
Electrical nominal voltage	Volts
Monitor Type and size	
Agent	
Telephone no of Agent	
Brochure enclosed	Yes/No



**Project Code: 071305**

## EQUIPMENT SCHEDULES

**TECHNICAL DATA: WALK THROUGH DETECTOR**

Manufacturer	
Model	
Timer mode	
No of sequential settings per time switch	
No of N/O and N/C contacts per setting	
Adjustable time lapse between settings	
Operating voltage	
Operating current	
Agent	
Telephone number	
Brochure enclosed	Yes/No

**TECHNICAL DATA: TURNSTILE**

Manufacturer	
Size	
Range	
Voltage	
Battery Back Up Time	
Finish	
Agent	
Telephone number	
Brochure enclosed	Yes/No

**Project Code: 071305**

## EQUIPMENT SCHEDULES

**TECHNICAL DATA: PARAPLEGIC LIFT**

Manufacturer	
Panel thickness	
Load	
Stops	
Car Size	
Door Opening	
Door Type	
Speed	
Type of Drive	
Speed Control	
Type of Car and Landing Buttons	
Type of Landing Door Frames	
Type of Door	
Internal Finishes	
Pit	
Head Room	
Battery Type	
Method of joining panels	
Floor construction	
Standard Compliance	
Agent	
Telephone number of Agent	
Brochure enclosed	Yes/No

**Project Code: 071305**

## EQUIPMENT SCHEDULES

**TECHNICAL DATA: AIR-CONDITIONING AND VENTILATION INSTALLATION**

Area:		
Manufacturer:		
Model number:	WCPU	
	Cooling Tower	
Serial number:	WCPU	
	Cooling Tower	
Voltage		V
Starting amps		A
Running amps		A
System supply gauge pressure		kPA
System return gauge pressure		kPA
Condenser water inlet temperature		°C
Condenser water outlet temperature		°C
Condenser water flow rate		l/s
Blower unit air inlet temperature		°C
Blower unit air outlet temperature		°C
Blower unit air flow rate		m³/s
Conditioned room air temperature after 1 hour, Design		°C
Conditioned room air temperature after 1 hour, Actual		°C

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

<b>Project title:</b>	<b>Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province</b>		
<b>Tender no:</b>	<b>ZNTL04350W</b>	<b>Project Code:</b>	<b>071305</b>

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

### DECLARATION

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

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

Full Name of Signatory

Name of Enterprise

Capacity of Signatory

Signature of authorised representative of Tenderer

## T2.18 Compulsory Enterprise Questionnaire

<b>Project title:</b>	<b>Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province</b>		
<b>Tender no:</b>	<b>ZNTL04350W</b>	<b>Project Code:</b>	<b>071305</b>

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

<b>Section 1: Name of enterprise:</b>	<div style="border: 1px solid black; height: 20px;"></div>
<b>Section 2: VAT registration number, if any:</b>	<div style="border: 1px solid black; height: 20px;"></div>
<b>Section 3: CIDB registration number, if any:</b>	<div style="border: 1px solid black; height: 20px;"></div>
<b>Section 4: CSD Number:</b>	<div style="border: 1px solid black; height: 20px;"></div>

**Section 5: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 6: Particulars of companies and close corporations**

Company registration number	<div style="border: 1px solid black; height: 20px;"></div>
Close corporation number	<div style="border: 1px solid black; height: 20px;"></div>
Tax reference number	<div style="border: 1px solid black; height: 20px;"></div>

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

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

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

<b>Signed</b>		<b>Date</b>	
<b>Name</b>			

Position	
Enterprise name	

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

<b>Project title:</b>	<b>Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province</b>		
<b>Tender no:</b>	<b>ZNTL04350W</b>	<b>Project Code:</b>	<b>071305</b>

**TAX CLEARANCE REQUIREMENTS**

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

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

**IMPORTANT NOTICE**

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

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

**Name of Tenderer:** .....

**Signature of tenderer:** .....

**Date:** .....

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

<b>Project title:</b>	<b>Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province</b>		
<b>Tender no:</b>	<b>ZNTL04350W</b>	<b>Project Code:</b>	<b>071305</b>

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

**NOTE**

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



## T2.21 - FORM OF OFFER AND ACCEPTANCE

**Tender no: ZNTL04350W**

### OFFER

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

**Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province**

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

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

<b>Amount (in words):</b>	
<b>Amount in figures:</b>	<b>R</b>

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

<b>Signature (s)</b>			
<b>Name (s)</b>			
<b>Capacity</b>			
<b>For the tenderer</b>			
	(Name and address of tenderer)		
<b>Name and signature of witness</b>			<b>Date</b>

## ACCEPTANCE

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

**The terms of the contract, are contained in:**

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

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

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

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

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

## Schedule of Deviations

### Notes:

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

<b>1.1.1. Subject:</b>
<b>Details:</b>

<b>1.1.2. Subject:</b>
<b>Details:</b>

<b>1.1.3. Subject:</b>
<b>Details:</b>

<b>1.1.4. Subject:</b>
<b>Details:</b>

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

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

## T2.21a CONFIRMATION OF RECEIPT

**Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province**

<b>Tender no.:</b>	<b>ZNTL04350W</b>	<b>Project Code:</b>	<b>071305</b>
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The Tenderer (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the \_\_\_\_\_ (day)

of \_\_\_\_\_ (month)

\_\_\_\_\_ (year)

at \_\_\_\_\_ (Place)

For the Contractor:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Capacity*

Signature and name of witness:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name*

## T2.22 - FINAL PRICING SCHEDULE

<b>Project title:</b>	Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province		
<b>Tender no:</b>	<b>ZNTL04350W</b>	<b>Project Code:</b>	<b>071305</b>

ATTACH SUMMARY PAGE OF THE PRICING SCHEDULE

## T2.23 - PROOF OF PAID MUNICIPAL RATES & TAXES

<b>Project title:</b>	Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province		
<b>Tender no:</b>	<b>ZNTL04350W</b>	<b>Project Code:</b>	<b>071305</b>

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

### **NOTE**

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

## T2.24 - CERTIFIED PROOF OF VALID UIF REGISTRATION

<b>Project title:</b>	Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province		
<b>Tender no:</b>	<b>ZNTL04350W</b>	<b>Project Code:</b>	<b>071305</b>

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

### **NOTE**

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

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

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

## **T2.25 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

**This document must be signed and submitted together with your tender**

### **INTRODUCTION**

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

### **1 PILLARS OF THE PROGRAMME**

- 1,1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.  
or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1,2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
- 1,3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1,4 A period of seven years has been identified as the time frame within which to discharge the obligation.

### **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2,1 In order to ensure effective implementation of the programme, successful tenderers (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2,2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.



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

- 3,1 Tenderders are required to sign and submit this Standard Tendering Document (SBD 5) together with the Tender on the closing date and time.
- 3,2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful Tenderders (contractors) are required, immediately after being officially notified about any successful Tender with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Tender / contract number.
  - Description of the goods, works or services.
  - Date on which the contract was accepted.
  - Name, address and contact details of the government institution.
  - Value of the contract.
  - Imported content of the contract, if possible.
- 3,3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr. Elias Malapane within five (5) working days after award of the contract. Mr. Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

**4 PROCESS TO SATISFY THE NIP OBLIGATION**

- 4,1 Once the successful Tenderder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
  - b. the contractor and the DTI will sign the NIP obligation agreement;
  - c. the contractor will submit a performance guarantee to the DTI;
  - d. the contractor will submit a business concept for consideration and approval by the DTI;
  - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
  - f. the contractor will implement the business plans; and
  - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4,2 The NIP obligation agreement is between the DTI and the successful Tenderder (contractor) and, therefore, does not involve the purchasing institution.

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

## T2.26 - CERTIFIED PROOF OF REGISTRATION ON CENTRAL SUPPLIERS DATABASE

<b>Project title:</b>	Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province		
<b>Bid no:</b>	<b>ZNTL04350W</b>	<b>Project Code:</b>	<b>071305</b>

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

### NOTE

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

**T2.27 - CERTIFIED PROOF OF CIDB REGISTRATION NUMBER**

<b>Project title:</b>	Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province		
<b>Tender no:</b>	<b>ZNTL04350W</b>	<b>Project Code:</b>	<b>071305</b>

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

**NOTE**

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

## T2.28 - PROOF OF PAYMENT OF TENDER DEPOSIT

<b>Project title:</b>	Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province		
<b>Tender no:</b>	<b>ZNTL04350W</b>	<b>Project Code:</b>	<b>071305</b>

**ATTACH A COPY OF PROOF OF PAYMENT WHERE AVAILABLE OF THE TENDER DEPOSIT BY THE TENDERER, TO THIS PAGE FOR ADJUDICATION PURPOSES**

### **NOTE**

In the case of a Tender by a Joint Venture a certified copy of proof of payment where available of the tender deposit is only necessary in respect of any one party to the Joint Venture and must be attached to this page

## T2.29 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 1

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

### PART 1 (TO BE FILLED IN BY THE TENDERER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached tendering documents to Head: Public Works (Department of Public Works: Province of KwaZulu-Natal) in accordance with the requirements and specifications stipulated in tender number ZNTL04350W at the price/s quoted.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Tendering documents, viz
    - Invitation to tender;
    - Tax Compliance Status (TCS) **PIN**;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for SPECIFIC GOAL/S, for this tender in terms of the Preferential Procurement Regulations 2022;
    - Bidder's Disclosure;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract for construction works Edition 2 - GCC2010; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my Tender; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the Tendering documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any Tenderer or any other person regarding this or any other Tender.

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

NAME (PRINT): \_\_\_\_\_

CAPACITY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

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

## T2.30 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 2

### PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I \_\_\_\_\_ in my capacity as \_\_\_\_\_

accepts your tender under reference ZNTL04350W dated \_\_\_\_\_ for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

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

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

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

SIGNED AT \_\_\_\_\_ ON \_\_\_\_\_  
[Place] [Date]

NAME (PRINT): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



OFFICIAL STAMP:

Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

Date: \_\_\_\_\_

T2.31 - OHSE PLAN STRUCTURE			
Project title:	Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province		
Tender no:	ZNTL04350W	Project Code:	071305

A detailed OHSE Plan is to be submitted by the successful tenderer as per Construction Regulation 7(1)(a). The following are the minimum standard legal documentation that must form part of the OHSE Plan based on the risks attached in executing this project titled;

**Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province**

**NOTE TO THE COMPILER OF THIS DOCUMENT : PLEASE INSERT PROJECT SPECIFIC OHSE PLAN STRUCTURE AS RECEIVED FROM AN APPOINTED PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT.**

## T2.32 - OHSE CLIENT SPECIFIC REQUIREMENTS

Project title:	Appointment of a suitable Construction Firm with multi-disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province
Tender no:	ZNTL04350W
Project Code:	071305

**SEE ATTACHED GENERIC SPECIFICATION**



T2.33 - BASELINE RISK ASSESSMENT			
Project title:	Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province		
Tender no:	ZNTL04350W	Project Code:	071305

SEE ATTACHED GENERIC SPECIFICATION
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## T2.34 - Functionality Criteria

Minimum functionality score to qualify for further evaluation = 60%.

### TENDER EVALUATION CRITERIA AND SCORING

The weighting for Functionality 60 out of 100 sub-points is as follows:

Evaluation Criteria	Deliverables	Points	Sub-Points	Sub-Criteria
1. Financial Standing	The submission of all financial requirements stipulated in the tender	20 Points	8 Sub-points	Proof of working capital of at least 5% of project value
			8 Sub-points	Letter/s of credit reference from suppliers and credit limits with minimum credit limit of R 500,000.00 (Not older than 1 year). Bidders to provide a letter of credit reference with a minimum credit limit of R 500, 000.00 or letters of credit reference from three (3) or more relevant suppliers of major building materials (e.g. bricks, concrete, cement, roofing materials, etc). Letter/s to be on official letterhead, signed and credit limits stipulated clearly.
			4 Sub-points	Provide the latest financial statement (audited end 2021/22) issued by an accountant (practice number shown) not a Broker, and must be certified.
2. Competency, Experience and Resource Capacity	Tenderer to demonstrate their technical competency, human resource capacity and relevant project experience	15 Points	5 Sub-points	Proof of company offices: Provide utility bill (Not older than 3 months)/ valid signed lease agreement/ proof of ownership of the company offices.
			5 Sub-points	Schedule of projects of similar value and nature, completed within the past 5 years: Provide a list of three (3) similar projects completed in the CIDB General Building (GB) category, with specific reference to: (a) Project name, type (nature)/ description value & duration (start & completion date - supported by site handover certificate, practical or final completion certificates signed by Client/ Engineer/ Project Manager (Project Leader)/ Principal Agent indicating successful completion. .
			2 Sub-points	Demonstrated ability to work on an accelerated programme
			3 Sub-points	Experience in projects that have operational challenges i.e. public interface
3. Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project (Mandatory - Bidders must score all points in this section)	A tenderer that submits a detailed project organogram that sets out the roles and responsibilities of each proposed team member, which is backed up by their curricula vitae that demonstrate extensive experience, together with a project implementation structure shall be allocated maximum sub-points. A signed letter from each professional confirming association with the bid must be submitted in order to validate the submission. Valid and accredited Professional registration certificate and letter of good standing must be attached. In all other instances zero (0) sub-points shall be allocated.	40 Points	4 Sub-points	Detailed schedule of Professional Registered Resources for Section 1 - Design Stage and Section 2 - Construction Stage (Provide Organogram and Detailed CV's for all)
			5 Sub-points	Architect: SACAP Registered Professional (5 Years Practice Post Professional Registration). To perform Principal Consultant Role for on the Project
			5 Sub-points	Quantity Surveyor: SACQSP Registered Professional (5 Years Practice Post Professional Registration)

				5	Sub-points	Civil and Structural engineer: ECSA Registered Professional (5 Years Practice Post Professional Registration for each Discipline)
				5	Sub-points	Electrical and Mechanical Engineer: ECSA Registered Professional (5 Years Practice Post Professional Registration for each Discipline)
				4	Sub-points	Occupational Health & Safety Consultant: SACPCMP Registered Professional (1 Year Practice Post Professional Registration)
				4	Sub-points	Specialist: Geotechnical Engineer: ECSA Registered Professional (5 Years Practice Post Professional Registration)
				4	Sub-points	Health and Safety Officer with experience of more than 1 year
				4	Sub-points	Environmental Assessment Practitioner registered with (EAPASA) or any statutory bodies recognised by the Department of Forestry & Fisheries & The Environment with experience of more than 1 year
4.	Tenderers ability to provide a Letter of Intent for the provision of a guarantee of atleast 5% of the project value	Original letter of intent on a bank's letterhead.	10 Points	10	Sub-points	Original letter of intent on a bank's letterhead or from any registered financial institution of atleast 5% of the project value.
5.	Methodology and Approach	Detailed method statement and programme to be submitted.	15 Points	3	Sub-points	Site establishment indicating proposed layout for all prescribed facilities, hoarding, etc.
				2	Sub-points	Resourcing strategy for the various work breakdown structures including resource deployment plan (PS)
				2	Sub-points	Programme fully resourced and linked with critical path clearly indicated as well as milestone dates highlighted with Practical and final completion clearly shown
				2	Sub-points	Programme and progress reporting, including tracking of long lead procurement items
				2	Sub-points	OHS Management, compliance and reporting
				2	Sub-points	Queries and information required approach
				2	Sub-points	Procurement of outsourced resources e.g. sub-contractors

**TENDER EVALUATION CRITERIA AND SCORING PRICE AND SPECIFIC GOALS**

Evaluation Criteria	Deliverables / Goal	Points	
Price	A maximum of 80 or 90 Points is allocated for Price.	80	Points
Specific Goal 1	Ownership by Black People	20	Points
Functionality Criteria	Minimum functionality score to qualify for further evaluation = 60%	60	Points

Minimum functionality score to qualify for further evaluation = 60%.

Total qualifying score for functionality is 60%, unless motivated otherwise to the Bid Committee.

A bidder must score a maximum of 40 points on evaluation criteria no.3 to qualify for further evaluation.

A bidder must score a maximum of 20 points on evaluation criteria no.3 to qualify for further evaluation.

**PART A**  
**INVITATION TO TENDER - SBD 1**

**YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE KWA-ZULU NATAL DEPARTMENT OF WORKS**

<b>TENDER NUMBER:</b>	ZNTL04350W	<b>CLOSING DATE:</b>	As Per Tender Advert	<b>CLOSING TIME:</b>	11:00
<b>DESCRIPTION</b>	Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province				

**THE SUCCESSFUL TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT**

TENDER RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT *(STREET ADDRESS)*

**SUPPLIER INFORMATION**

NAME OF TENDERER										
POSTAL ADDRESS										
STREET ADDRESS										
TELEPHONE NUMBER	CODE					NUMBER				
CELLPHONE NUMBER										
FACSIMILE NUMBER	CODE					NUMBER				
E-MAIL ADDRESS										
VAT REGISTRATION NUMBER										
	<b>TCS PIN:</b>						<b>CSD No:</b>			
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (Tick YES or NO)	Yes					B-BBEE STATUS LEVEL SWORN AFFIDAVIT (Tick YES or NO)	Yes			
	No						No			
If YES, State the name of the verification agency accredited by SANAS										
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes		NO			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS	YES		NO	
	<b>[IF YES ENCLOSE PROOF]</b>					<b>(IF YES ANSWER PART B:3 BELOW)</b>				
<b>SIGNATURE OF TENDERER</b>						<b>DATE</b>				
<b>CAPACITY UNDER WHICH THIS TENDER IS SIGNED (Attach proof of authority to sign this tender; e.g. resolution of directors, etc.)</b>										
<b>TOTAL NUMBER OF ITEMS OFFERED</b>						<b>TOTAL TENDER PRICE (ALL INCLUSIVE)</b>				
<b>TENDERING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>						<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>				
DEPARTMENT/ PUBLIC ENTITY	Supply Chain Management (SCM)					CONTACT PERSON	Siyabonga Nkosi			
CONTACT PERSON	Samkelo Zulu					TELEPHONE NUMBER	036 638 8000			
TELEPHONE NUMBER	036 638 8000					FACSIMILE NUMBER	036 638 8099			
FACSIMILE NUMBER	036 638 8099					E-MAIL ADDRESS	Siyabonga.Nkosi@kznworks.gov.za			
E-MAIL ADDRESS	Mu.Zulu@kznworks.gov.za									

PART B				
TERMS AND CONDITIONS FOR TENDERING - SBD 1				
<b>1. TENDER SUBMISSION:</b>				
1.1. TENDERS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE TENDERS WILL NOT BE ACCEPTED FOR CONSIDERATION.				
1.2. ALL TENDERS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE				
1.3. TENDERERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO TENDERING INSTITUTION.				
1.4. WHERE A TENDERER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE TENDER DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO TENDERING INSTITUTION.				
1.5. THIS TENDER IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT ARE THE CLAUSES CONTAINED IN THE GENERAL CONDITIONS OF CONTRACT (2010) (SECOND EDITION) PUBLISHED BY THE SOUTH AFRICAN INSTITUTION OF CIVIL ENGINEERING. COPIES OF THESE CONDITIONS OF CONTRACT MAY BE OBTAINED THROUGH MOST REGIONAL OFFICES OF THE SOUTH AFRICAN INSTITUTION OF CIVIL ENGINEERING, OR BY VISITING THEIR WEBSITE AT <a href="http://WWW.SAICE.ORG.ZA">WWW.SAICE.ORG.ZA</a> ; AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.				
<b>2. TAX COMPLIANCE REQUIREMENTS</b>				
2.1 TENDERERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.				
2.2 TENDERERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.				
2.3 <a href="#">APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</a>				
2.4 TENDERERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE TENDER.				
2.5 IN TENDERS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.				
2.6 WHERE NO TCS IS AVAILABLE BUT THE TENDERER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.				
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.				
<b>3. QUESTIONNAIRE TO TENDERING FOREIGN SUPPLIERS</b>				
3.1. IS THE TENDERER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES		NO	
3.2. DOES THE TENDERER HAVE A BRANCH IN THE RSA?	YES		NO	
3.3. DOES THE TENDERER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES		NO	
3.4. DOES THE TENDERER HAVE ANY SOURCE OF INCOME IN THE RSA?	YES		NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.				
NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE TENDER INVALID.				

PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL  
DEPARTMENT OF PUBLIC WORKS



**KWAZULU-NATAL PROVINCE**

**PUBLIC WORKS**  
REPUBLIC OF SOUTH AFRICA

**BILLS OF QUANTITIES**

with NEC3 Conditions of Contract (Option E) 2013 Edition

**CONTRACTUAL SECTION**

ONE VOLUME APPROACH

**Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province**

**Project Leader**

Department of Public Works (Midlands Region)  
X9963  
Ladysmith  
Ladysmith

3370

036 638 8000 - Tel Number  
036 683 8099 - Fax Number  
Siyabonga.Nkosi@kznworks.gov.za

**Employer:**

Head: Public Works  
KZN Department of Public Works  
Private Bag X 9041  
**PIETERMARITZBURG**  
3200  
Tel Number: 033 - 8971300  
Fax Number: 033 - 8971399

**Region:**

Regional Manager  
KZN Department of Public Works  
X9963  
**Ladysmith**  
3370  
Tel Number: 036-638 8071  
Fax Number: 036-638 8050

**Tender Number: ZNTL04350W**

**CIDB Grading: 7GB or Higher**

**ECDP Number:**

**Project Code: 071305**

**Document Date: As Per Tender Advert**

**Contracting Party:** \_\_\_\_\_

**CIDB Registration number:** \_\_\_\_\_

**Central Suppliers Database Registration Number:** \_\_\_\_\_



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**Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province**

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## **THE CONTRACT**



**KWAZULU-NATAL PROVINCE**  
PUBLIC WORKS  
REPUBLIC OF SOUTH AFRICA

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**Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province**

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## **C1 - AGREEMENT AND CONTRACT DATA**





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**Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province**

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## **FORM OF OFFER AND ACCEPTANCE**

## FORM OF OFFER AND ACCEPTANCE

Tender No - ZNTL04350W



**KWAZULU-NATAL PROVINCE**  
PUBLIC WORKS  
REPUBLIC OF SOUTH AFRICA

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Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province

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### C.1.1 - FORM OF OFFER AND ACCEPTANCE

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

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



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**Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province**

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## **C1.2 - CONTRACT DATA**

**C 1.2 CONTRACT DATA:**

with Conditions of Contract for NEC3/Design and Build - NEC3 - 2013 Edition

**CONTRACT DATA FOR:**

Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province

Tender no: ZNTL04350W

**Part one – Data provided by the Employer**

The Conditions of contract are selected from the NEC3 Engineering and Construction Contract, April 2013.

Each item of data given below is cross-referenced to the NEC3 Engineering Construction Contract which requires it.

Clause	Statement	Data
<b>1</b>	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for Main Option	
	Main Option	<b>E: Cost reimbursable contract</b>
	Dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	Secondary Options (incorporating	<b>X1: Price adjustment for inflation</b>
	amendments)	<b>X2: Changes in the law</b>
		<b>X5: Sectional Completion</b>
		<b>X7: Delay damages</b>
		<b>X13: Performance Bond</b>
		<b>Z: Additional conditions of contract</b>
		of the NEC3 Engineering and Construction Contract, April 2013
10.1	The <i>Employer</i> is (Name)	<b>PROVINCE OF KWAZULU- NATAL DEPARTMENT OF WORKS</b>
	Address	<b>191 Prince Alfred Strret</b>
		<b>Pietermaritzburg, 3200</b>
	Telephone	036 638 8055
	Email	<a href="mailto:Gcina.Hadebe@kznworks.gov.za">Gcina.Hadebe@kznworks.gov.za</a>
10.1	The <i>Project Leader</i> is:	Mr Siyabonga Nkosi
	Address	40 Shepstone Road Ladysmith, 3370
	Telephone	036 638 8000
	Email	<a href="mailto:Siyabonga.Nkosi@kznworks.gov.za">Siyabonga.Nkosi@kznworks.gov.za</a>
10.1	The <i>Supervisor</i> is	Mr Bongumusa Zulu
11.2	The <i>works</i> are	Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province

11.2	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>a) Availability of experienced local subcontractors</li> <li>b) Access to Working Areas</li> <li>c) Site Constraints and Constructability</li> <li>d) Unavailability of materials</li> <li>e) Payment delays</li> <li>f) Inferior quality due to the level of acceleration required</li> <li>g) Scope change due to instructions from DOW management</li> </ul>
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11.2	The <i>Works Information</i> is in	Part C3 'Scope of Works' section of this contract
11.2	The <i>Site Information</i> is in	Part C4 'Works Information' section of this contract
11.2	The <i>boundary of the site</i> is	As pointed out on site
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period of reply</i> is	Two (2) days
<b>3</b>	Time	
31.2	The <i>starting date</i> is	
11.2	The <i>completion date</i> is	
30.1	The <i>access date</i> is	Within ten (10) calendar days after Design Review Committee approval
31.1	The <i>Contractor</i> submits a first (preliminary) programme with the tender by the tender closing date	Within five calendar days from the start date
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	One (1) month
35.1	The <i>Employer</i> is willing to take over the works before the <i>completion date</i>	The <i>Employer</i> and Others will have access to the works during construction or prior to completion. The <i>Employer</i> shall take over the works as soon as it is suitable for use
36.1	The <i>Project Manager</i> may instruct the <i>Contractor</i> to submit a quotation for an acceleration to achieve completion before the Completion Date	The entire project due to emergency circumstances is to be accelerated as far as possible therefore acceleration shall form part of the costing for all aspects
<b>4</b>	<b>Testing and Defects</b>	
42.2	The <i>defects date</i> is	Twelve (12) months after Completion of the whole of the works
43.2	The <i>defects correction period</i> is	Three (3) months
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	Monthly or as required due to the accelerated nature of the project
50.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payment is made is	30 days
51.4	The <i>interest rate</i> is	The prime lending rate and as amended
<b>6</b>	<b>Compensation events</b>	
60.1	The <i>weather measurements</i> to be recorded for each calendar month are	It is agreed that an allowance of 3 days shall be made per month for inclement weather that disrupts works on the critical path as supported by the construction programme. Should the delay exceed 3 days, then the compensation event shall be assessed and may result in the extension of the Completion Date and/or Key Dates. There shall be no financial claims permitted due to delays caused by inclement weather
60.1	The place where weather is to be recorded (on the Site) is	At the Construction Site Office and the records to be kept on site in a file clearly marked for this purpose. To be co-signed by an agreed designated person from the facility
<b>7</b>	<b>Title</b>	No data required for this section of the conditions of contract
<b>8</b>	<b>Risks and Insurance</b>	
84.1	The <i>Employer</i> provides these insurances	None
84.2	The <i>Contractor</i> provides the insurance stated in	The Insurance Clauses which is attached at the end of the Contract Data. The insurances provide cover for events which are at the Contractor's risk from the starting date until the Defects Certificate or a termination certificate has been issued.

	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993
9	Termination	No data required for this section of the <i>conditions of contract</i>
10	Data for Main Options	
A	Priced contract with activity schedule	
B	The <i>Contractor</i> is to prepare forecasts of Defined Cost for the <i>works</i> , to be agreed with, with the <i>Project Manager</i> , for the works as intervals no longer than	12 Weeks
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	The adjudicator nominating body is the South African Institution of Civil Engineering
W1.2	The <i>Adjudicator nominating body</i> is	The adjudicator nominating body is the South African Institution of Civil Engineering
W1.4	The <i>tribunal</i> is	The tribunal is a South African court of law
12	Data for Secondary Option Clauses	
X1	Price Adjustment	
X1.1	Base date	Tender closing date, the haylet formular will be used for determining the changes in the price of materials, labour and plant.
X7	Delay Damages	
	Delay damages of the <i>works</i> are	Amount per calendar day is 0.04% of the original contract value
X13	Performance bond	
X13.1	The amount of the performance guarantee is	10% of the contract value
Z	The <b>Additional conditions of contract</b> are Z1 – Z20	
Amendments to the Core Clauses		
Z1	Interpretation of the law	
	Add to core clause 12.3:	
Z1.1	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	
Z2	Providing the Works:	
	Delete core clause 20.1 and replace with the following:	
Z2.1	The <i>Contractor</i> provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose	
Z3	Other responsibilities:	
	Add the following at the end of core clause 27:	
Z3.1	The <i>Contractor</i> shall have satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date	
Z3.2	The <i>Contractor</i> shall be responsible for the correct setting out of the <i>Works</i> in accordance with the original points, lines and levels stated in the <i>Works</i> Information or notified by the <i>Project Manager</i> , <i>Supervisor</i> or the <i>Employer</i> . Any errors in the positioning of the <i>Works</i> shall be rectified by the <i>Contractor</i> at the <i>Contractor's</i> own costs.	
Z4	Extending the defects date:	
	Add the following as a new core clause 46:	
Z4.1	If the <i>Employer</i> cannot use the <i>works</i> due to a Defect, which arises after Completion and before the <i>defects date</i> , the <i>defects date</i> is delayed by a period equal to that during which the <i>Employer</i> , due to a Defect, is unable to use the <i>works</i>	
Z4.2	If part of the <i>works</i> is replaced due to a Defect arising after Completion and before the <i>defects date</i> , the <i>defects date</i> for the part of the <i>works</i> which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced	

<b>Z4.3</b>	The <i>Project Manager</i> notifies the <i>Contractor</i> of the change to a <i>defect date</i> when the delay occurs. The period between Completion and an extended <i>defects date</i> does not exceed twice the period between Completion and the <i>defects date</i> stated in the Contract Data
<b>Z5</b>	<b>Termination</b>
<b>Z5.1</b>	<b>Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”:</b> “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.
<b>Amendment to the Secondary Option Clauses</b>	
<b>Z6</b>	<b>Performance Bond</b>
	<b>Amend the first sentence of clause X13.1 to read as follows:</b>
<b>Z6.1</b>	The <i>Contractor</i> gives the <i>Employer</i> an unconditional, on-demand performance guarantee, provided by an insurer which the <i>Project Manager</i> and the <i>Employer</i> have accepted, for the amount stated in the Contract Data and in the form set out in this Contract Data.
	<b>Add the following new clause as Option X13.2:</b>
<b>Z6.2</b>	The <i>Contractor ensures</i> that the performance guarantee is valid and enforceable until the end of the <i>contract period</i> . If the terms of the performance guarantee specify its expiry date and the end of the <i>contract period</i> does not coincide with such expiry date, four weeks prior to the said expiry date, the <i>Contractor</i> extends the validity of the performance guarantee until the end of the <i>contract period</i> . If the <i>Contractor</i> fails to so extend the validity of the performance guarantee, the <i>Employer</i> may claim the full amount of the performance guarantee and retain the proceeds as cash security
<b>Z7</b>	<b>Limitation of liability:</b>
	<b>Insert the following new clause as Option X18.6:</b>
<b>Z7.1</b>	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00
<b>Z7.2</b>	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract
<b>Additional Z Clauses</b>	
<b>Z8</b>	<b>Cession, delegation and assignment</b>
<b>Z8.1</b>	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the <i>Contractor</i>
<b>Z8.2</b>	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity
<b>Z9</b>	<b>Joint and several liability</b>
<b>Z9.1</b>	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.
<b>Z9.2</b>	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Project Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
<b>Z9.3</b>	The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Employer</i> .
<b>Z10</b>	<b>Ethics</b>
<b>Z10.1</b>	The <i>Contractor</i> undertakes: not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be
<b>Z10.1.1</b>	construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
<b>Z10.1.2</b>	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.



<b>Z10.2</b>	The <i>Contractor</i> 's breach of this clause constitutes grounds for terminating the <i>Contractor</i> 's obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
<b>Z10.3</b>	If the <i>Contractor</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
<b>Z11</b>	<b>Confidentiality</b>
<b>Z11.1</b>	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Contractor</i> and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the <i>Project Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
<b>Z11.2</b>	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Project Manager</i> .
<b>Z11.3</b>	This undertaking shall not apply to –
<b>Z11.3.1</b>	Information disclosed to the employees of the <i>Contractor</i> for the purposes of the implementation of this agreement. The <i>Contractor</i> undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
<b>Z11.3.2</b>	Information which the <i>Contractor</i> is required by law to disclose, provided that the <i>Contractor</i> notifies the <i>Employer</i> prior to disclosure so as to enable the <i>Employer</i> to take the appropriate action to protect such information. The <i>Contractor</i> may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
<b>Z11.3.3</b>	Information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time);
<b>Z11.4</b>	The taking of images (whether photographs, video footage or otherwise) of the <i>works</i> or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Project Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i>
<b>Z11.5</b>	The <i>Contractor</i> ensures that all his Subcontractors abide by the undertakings in this clause.
<b>Z12</b>	<b>Employer's Step-in rights</b>
<b>Z12.1</b>	If the <i>Contractor</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Project Manager</i> , the <i>Employer</i> , without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the <i>Contractor</i> ) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Contractor</i>
<b>Z12.2</b>	The <i>Contractor</i> co-operates with the <i>Employer</i> and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Contractor</i> under the contract or otherwise for and/or in connection with the <i>works</i> ) and generally does all things required by the <i>Project Manager</i> to achieve this end.
<b>Z13</b>	<b>Liens and Encumbrances</b>
<b>Z13.1</b>	The <i>Contractor</i> keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The <i>Contractor</i> , vis-a-vis the <i>Employer</i> , waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the <i>Employer</i> , waive all liens they may have or become entitled to over such Equipment from time to time

<b>Z14</b>	<b>Intellectual Property</b>
<b>Z14.1</b>	Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
<b>Z14.2</b>	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the works.
<b>Z14.3</b>	The <i>Contractor</i> gives the <i>Employer</i> an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the works for the purposes of constructing, repairing, demolishing, operating and maintaining the works
<b>Z14.4</b>	The written approval of the <i>Contractor</i> is to be obtained before the <i>Contractor's</i> IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any <i>Contractor's</i> IP available to any third party the <i>Employer</i> shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the <i>Employer</i> would use to protect its IP
<b>Z14.5</b>	The <i>Contractor</i> shall indemnify and hold the <i>Employer</i> harmless against and from any claim alleging an infringement of IP rights (" <b>the claim</b> "), which arises out of or in relation to:
<b>Z14.5.1</b>	the <i>Contractor's</i> design, manufacture, construction or execution of the Works
<b>Z14.5.2</b>	the use of the <i>Contractor's</i> Equipment, or
<b>Z14.5.3</b>	the proper use of the Works.
<b>Z14.6</b>	The <i>Employer</i> shall, at the request and cost of the <i>Contractor</i> , assist in contesting the claim and the <i>Contractor</i> may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
<b>Z17</b>	<b>Notification of a compensation event</b>
<b>Z17.1</b>	Delete "eight weeks" in clause 61.3 and replace with "four weeks". Delete the words "unless the event arises from the Project Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.
<b>Z18</b>	<b>BBBEE Certificate</b>
<b>Z18.1</b>	The <i>Contractor</i> shall be expected to present a compliant BEE Certificate prior to signing the contract. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.
<b>Z19</b>	<b>Delegation</b>
	As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the <i>Contractor</i> agrees to the following:
<b>Z19.1</b>	As part of this contract the <i>Contractor</i> acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations

<b>PART C1.2b CONTRACT DATA</b>	
<b>PART TWO – DATA PROVIDED BY THE CONTRACTOR</b>	
<b>Statement</b>	<b>Data</b>
The Contractor is (Name):	
Address:	
Telephone No. Fax No.	
The professional fee percentage is	
The subcontracted fee percentage is	Included above
The working areas are	Only the Site Area. See 'Site Information'

The Contractor's Key people are:	CV's to be appended to Tender Schedule
Name: Job: Responsibility: Qualifications: Experience:	
Name: Job: Responsibility: Qualifications: Experience:	
Name: Job: Responsibility: Qualifications: Experience:	
Name: Job: Responsibility: Qualifications: Experience:	
Name: Job: Responsibility: Qualifications: Experience:	
Name: Job: Responsibility: Qualifications: Experience:	
Name: Job: Responsibility: Qualifications: Experience:	
Name: Job: Responsibility: Qualifications: Experience:	

The <i>completion date</i> is	
The following matters will be included in the Risk Register	a) Availability of experienced local subcontractors b) Access to Working Areas c) Site Constraints and Constructability d) Unavailability of materials e) Payment delays f) Inferior quality due to the level of acceleration required g) Scope change due to instructions from DOW management
The <i>Works Information</i> is in	Part C3 'Scope of Works' section of this contract

Data for Schedule of Cost Components	As per contractor's quotation document
Data for both schedules of cost components	As per contractor's quotation document
Data for the Shorter Schedule of Cost Components	As per contractor's quotation document



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**Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province**

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## **C1.3 - FORM OF GUARANTEE**

### C1.3 PERFORMANCE GUARANTEE - NEC3/Design and Build - NEC3 - 2013 Edition

Head: Public Works

KZN Department of Public Works:

Private Bag X 9041

PIETERMARITZBURG

3200

Sir,

#### ON DEMAND PERFORMANCE GUARANTEE

**Tender Number ZNTL04350W**

**Project Code 071305**

For use with the Conditions of Contract for NEC3/Design and Build - NEC3 - 2013 Edition

#### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

\_\_\_\_\_

Physical Address:

\_\_\_\_\_

"Employer" means:

The Provincial Administration of KwaZulu-Natal in its Department of Public Works

"Contractor" means:

\_\_\_\_\_

"Engineer" means:

\_\_\_\_\_

"Works" means:

**Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province**

"Site" means:

\_\_\_\_\_

"Contract" means:

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

"Contract Sum" means:

The accepted amount inclusive of tax of: \_\_\_\_\_

Amount in Words:

"Guaranteed Sum" means:

The maximum aggregate amount of: 10%

Of Contract Sum

Amount in Words:

\_\_\_\_\_

"Expiry Date" means:

\_\_\_\_\_

## CONTRACT DETAILS

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

## PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
- 3 The Guarantor hereby acknowledges that:
  - 3,1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3,2 its obligation under the Performance Guarantee is restricted to the payment of money.
- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4,1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4,2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 4,3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum Certified in 4.
- 5 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5,1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 5,2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5,3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Where the Guarantor has made payments in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Payment Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8 Payment by the Guarantor in terms of 4 or 5 shall be made with seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)





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**Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province**

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## **PART C2 - PRICING DATA**

<b>C2.1 PRICING INSTRUCTIONS</b> <b>Conditions of Contract for NEC3/Design and Build - NEC3 - 2013 Edition</b>			
<b>Project title:</b>	<b>Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province</b>		
<b>Tender no:</b>	<b>ZNTL04350W</b>	<b>Project Code:</b>	<b>071305</b>

## C2.1 Pricing Instructions

	<p>Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")</p> <p>The adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories by insertion of "F", "V", "T" as the case may be against the price in the "rate" column immediately preceding the "amount" column, where "F" denotes a fixed amount (amount not varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount variable in proportion to time.</p>
<b>1</b>	<p><b>MASSES AND MEASURING UNITS</b></p> <p>These shall be in accordance with the Measuring Units and National Measuring Standards Act No. 76 of 1973 and amendments thereto.</p> <p>The pages of each of these documents are numbered consecutively and before the Tenderer submits his tender he should check the number of pages, and if any are found missing or duplicated, or the figures or writing indistinct, or the documents contain any obvious error, he should apply to the Head : Public Works AT ONCE and have same rectified as no liability whatsoever will be admitted by the Administration in respect of errors in Tender due to the foregoing.</p>
<b>2</b>	<p><b>PRICES FOR VARIATIONS</b></p> <p>Where prices or quotations for variations are submitted by the Contractor during the currency of the Contract, it is to be clearly understood that these are for the purpose of consideration by the Head : Public Works and that there is no assumption of acceptance. The Contractor will be notified of acceptance of prices or quotations either by insertion of the amount on the variation order or by written intimation.</p>

3	<p><b>SCALE</b></p> <p>The scale to which the Drawings are made is only to be made use of when no figured dimensions are given either on the Drawings or in the tender documents and the figured dimensions are always to be followed though they may not coincide with the scale of the Drawings, but dimensions where possible are to be taken from the buildings.</p>
4	<p><b>PROVISIONAL ITEMS</b></p> <p>All items described as "Provisional" shall be used as directed by the Employer and measured and valued or paid for.</p> <p>No work for which "Provisional" items are allowed shall be commenced without written instructions from the Head : Public Works.</p>
5	<p><b>TIMELY ORDERING OF MATERIALS</b></p> <p>The Contractor is warned to place all orders for materials or special articles as early as possible, as he will be held solely responsible for any delay in the delivery of such goods.</p> <p>Nevertheless this tender is conditional upon no liability being attached to the Contractor if delivery of materials is rendered impossible by reason of any act of the Government.</p>
6	<p><b>ELECTRICAL LIGHTING, POWER AND WATER</b></p> <p>The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Employer.</p> <p>The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed.</p> <p>Tenderers are advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.</p>
7	<p><b>IMPORT PERMITS, DUTIES AND SURCHARGES.</b></p> <p>All tenders by means of which imported products are being called for, must use the rate of exchange 14 days prior to the closing date indicated in the tender documents. If this day falls on a weekend or public holiday, the next working day must be used.</p> <p>Furthermore, Tenderers must submit documentary proof (in the form of a certified copy) from their bank or legally recognised financial institution, clearly indicating what the rate of exchange was 14 days prior to the closing date, as mentioned above.</p> <p>Together with this, the Tenderer must confirm that the tender price relating to an imported product, was based on the rate of exchange 14 days prior to the closing date as mentioned above.</p>

8	<p><b>STANDARD SYSTEM OF MEASUREMENT WHERE BILLS OF QUANTITIES FORM PART OF THE TENDER DOCUMENTS</b></p> <p>The work executed under this Contract has been measured in accordance with the;</p> <p style="text-align: center;"><b>Standard System of Measuring Builders Work (7th Edition)</b></p> <p>including all amendments unless descriptions of items indicate a deviation and it shall be understood that the system of measurement which is herein adopted is the only system of measurement which will be recognised in connection with this contract. Any contradictions to this system of measurement contained in the "Model Preambles for Trades 2008" shall be disregarded (unless same have been accommodated in the system of measurement) but applicable rates shall be included for all requirements stated and not measured separately in compliance with this system.</p>
9	<p><b>PRICING OF ROCK EXCAVATIONS</b></p> <p>It is a condition of this tender that should the tenderer elect to price the Rock Excavation included in this tender, the rates must be market related and should be identically priced for the same classification of excavations and not vary for similar billed items in the different sections.</p>
10	<p><b>BROAD BASED BLACK ECONOMIC EMPOWERMENT</b></p> <ol style="list-style-type: none"> <li>1. It is the deliberate policy of the Provincial Administration of KwaZulu-Natal to foster and to encourage the economic empowerment of Black South Africans. This policy will be implemented without prescription and without prejudicing the principles and the integrity of the Provincial Administration of KwaZulu-Natal. Subject to these constraints and also subject to good business practise and commercial consideration, it is therefore considered appropriate that the Provincial Administration of KwaZulu-Natal should encourage business relationships with companies which actively pursue Affirmative Action and Black Economic Empowerment Programmes.</li> <li>2. In responding to this tender you are therefore encouraged to devote attention to these two subjects of Affirmative Action and Economic Empowerment. In addition, in considering the appointment of sub-contractors, you are requested to extend the spirit of these policies.</li> <li>3. The foregoing enunciations of this policy are not intended to be prescriptive nor to preclude any individual or operation from responding to this tender.</li> </ol>
11	<p><b>REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE</b></p> <ol style="list-style-type: none"> <li>1. In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the verification functionality of key supplier information.</li> <li>2. Prospective suppliers will be able to self - register on the CSD website: <a href="http://www.csd.gov.za">www.csd.gov.za</a></li> <li>3. Once the supplier information has been verified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.</li> <li>4. Suppliers can provide their CSD supplier number and unique security code to organs of state to view their verified CSD information.</li> <li>5. Tenderers are required to fill in clearly, legibly, in bold print and black ink their CSD supplier number in the space hereunder:</li> </ol>

	<b>Name of Supplier</b>	
	<b>Central Supplier Database (CSD) Supplier Number:</b>	
12	<p><b>TAX CLEARANCE REQUIREMENTS</b></p> <p>It is a condition of tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderer's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance, during the project, which is required to process your payment certificates.</p> <ol style="list-style-type: none"> <li>1 In order to meet this requirement tenderers are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign Tenderers / individuals who wish to submit Tenders.</li> <li>2 SARS will then furnish the Tenderer with a Tax Compliance Status (TCS) PIN that will be valid for a period of 1 (one) year from the date of approval.</li> <li>3 In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.</li> <li>4 Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website <a href="http://www.sars.gov.za">www.sars.gov.za</a>.</li> <li>5 Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a>.</li> <li>6 Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a>.</li> </ol>	
	<b>Security PIN Number</b>	
	<b>Company / Entity Tax Reference Number</b>	
13	<p><b>BILLS OF QUANTITIES/LUMP SUM DOCUMENT</b></p> <p>The Pricing Schedule document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract documents, the Standard Conditions of Tender, Conditions of Contract, Standard Preambles to all Trades, Specifications, Drawings and all other relevant documentation.</p>	
14	<p><b>VALUE ADDED TAX</b></p> <p>The tender price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the Bills of Quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.</p>	
15	<p><b>FIXED PRICE CONTRACT</b></p> <p>Tenderers are to take note that the contract price adjustments are not applicable to this contract.</p>	

# **DETAILED PRICING SCHEDULE**

Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province

Gross Maximum Construction cost inclusive of all consultant fees, P&G's, Mark-up, Profits Escalation and Contingencies and Vat is R50 Million

**Conversion of a Heritage Building into SAPOA "A" Grade Office Space for COGTA at 77 Karel Landman Street - Dundee, KZN Province - Community Service Centre**

**Refurbishment, Extensions, Alterations and Conversion of a Heritage Building into SAPOA "A" Grade Office Space**

ITEM	DESCRIPTION	UNIT	Max Project Values	RATE / %	AMOUNT
1	<b>Construction Cost</b>		R26 745 415		
	<b>Subtotal</b>				
	<b>OFFER</b>				
2	Preliminary & General on Construction Cost	%	R2 371 511		
3	Allowance for Professional Fees - Carried from Fee Schedule	%	R7 845 322		
4	Mark-up on Proven Costs	%			
	<b>Subtotal</b>				
5	Contingency on Construction, Prof. fees and P&G's	%		15,00%	
	<b>Subtotal</b>				
6	VAT	15%		15,00%	
	<b>Total Project Cost inclusive of VAT</b>				

**Proven Costs = Construction Cost plus Professional Fees**

Evaluated Offer is ONLY on the Sum of provided Construction Cost + Professional Fees + P&G's on Construction Cost + Percentage (%) Markup on Proven Costs (Construction and Professional Fees)

<b>Construction Cost :</b>	
<b>Allowance for Professional Fees :</b>	
<b>Prelims &amp; General on construction cost :</b>	
<b>% Markup Value on proven cost :</b>	
<b>Subtotal :</b>	
<b>Contingency on Construction, Prof. fees and P&amp;G's (15%) :</b>	
<b>Escalation :</b>	
<b>Subtotal :</b>	
<b>VAT (15%) :</b>	
<b>OFFER TOTAL :</b>	

**OFFER TOTAL :**

*Offer total in words*

**Contractor**

The Contractor is only allowed to populate item 2, 3 & 4 above as part of their Offer

Name of authorised representative

Signature

Date

## CONSULTANTS AND PROFESSIONAL FEE BREAKDOWN

**Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province**

<b>CONTRACTORS KEY PERSONNEL: ATTACH CV OF ALL PERSONNEL</b>
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**1 ARCHITECT**

Name of Firm

Name of Professional

Responsibilities

Qualification

Experience

PI Cover Amount

Fee Percentage

**2 QUANTITY SURVEYOR**

Name of Firm

Name of Professional

Responsibilities

Qualification

Experience

PI Cover Amount

Fee Percentage

**3 CIVIL/STRUCTURAL ENGINEER**

Name of Firm

Name of Professional

Responsibilities

Qualification

Experience

PI Cover Amount

Fee Percentage

**4 ELECTRICAL MECHANICAL ENGINEER**

Name of Firm

Name of Professional

Responsibilities

Qualification

Experience

PI Cover Amount

Fee Percentage

**PROFESSIONAL FEE AND DISBURSEMENTS BREAKDOWN**

TOTAL CONSTRUCTION COST EXCL VAT

**1 ARCHITECT**

Fee Percentage

Fee Amount (Excl VAT)

FEE APPORTIONMENT

Stages	Percentage	Amount
1	5,0%	
2	15,0%	
3	20,0%	
4	30,0%	
5	27,0%	
6	3,0%	
Total Fee (Excl Vat)		

**2 QUANTITY SURVEYOR**

Fee Percentage

Fee Amount (Excl VAT)

FEE APPORTIONMENT

Stages	Percentage	Amount
1	2,5%	
2	5,0%	
3	7,5%	
4	35,0%	
5	45,0%	
6	5,0%	
Total Fee (Excl Vat)		



### 3 CIVIL/STRUCTURAL

Fee Percentage

Fee Amount (Excl VAT)

FEE APPORTIONMENT

Stages	Percentage	Amount
1	5,0%	
2	25,0%	
3	25,0%	
4	15,0%	
5	25,0%	
6	5,0%	
Total Fee (Excl Vat)		

### 4 ELECTRICAL/MECHANICAL

Fee Percentage

Fee Amount (Excl VAT)

FEE APPORTIONMENT

Stages	Percentage	Amount
1	5,0%	
2	15,0%	
3	20,0%	
4	10,0%	
5	40,0%	
6	10,0%	
Total Fee (Excl Vat)		

### 5 OTHER CONSULTANTS

	DISCIPLINE	AMOUNT
5.1	Land Surveyor	
5.2	Geotec Surveyor	
5.3	OHS Consultant	
5.4	Environ Consultant	
	Total	

**6 PROPOSED FEE AND DISBURSEMENTS**

6,1 Total Fee (Excl Vat)	
6,2 Disbursements	
Add: (15% Vat)	
TOTAL FEE/DISBURSEMENT CARRIED TO SUMMARY	
FEE/DISBURSEMENT AS A PERCENTAGE OF CONTRACT SUM	



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**Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province**

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## **PART C3. SCOPE OF WORKS**

<b>C3.1 SCOPE OF WORKS</b> <b>Conditions of Contract for NEC3/Design and Build - NEC3 - 2013 Edition</b>			
Scope of Works complied in accordance with SANS 10403 where reference is made to this part of SANS 1921-1:2004			
Project title:	Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province		
Tender no:	ZNTL04350W	Project Code:	071305
1	<b><u>SECTION 1</u></b> <b><u>EXTENT OF THE WORKS</u></b> <b>1.1 EMPLOYERS OBJECTIVES</b> <p>The KZN DPW desires to select a cooperative, highly functional Bidder to provide a "design build" project that fully meets the KZN DPW's established needs of program, budget, on-going operations, design standards and site development guidelines. The Design Build approach is intended to allow designers and contractors to work together to address each of these challenges concurrently, to produce an effective and comprehensive design concept that meets all these needs.</p> <b>1.2 OVERVIEW OF THE WORKS</b> <p>Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate and Traditional Affairs, including internal networks (supporting facilities, services, parking areas, water, sewer, electrical, roads and stormwater and connecting such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province. Bidders to note that the building is classified as a Heritage Building and ensure necessary approvals and compliance with AMAFA before construction works are undertaken.</p> <b>1.3 EXTENT OF THE WORKS</b> <p>See attached accommodation schedule</p> <b>1.4 LOCATION OF THE WORKS</b> <p>The site is situated within the Endumeni Municipality Area. 77 Karel Landman Street, Dundee, ERF 1496. GPS Co-ordinates for the site is -27.756684 and 30.067265.....</p> <b>1.5 TEMPORARY WORKS</b> <p>All temporary work to comply with the Occupational Health and safety Act (Act 85 of 1993)</p>		

2	<p><b><u>ENGINEERING</u></b></p> <p><b>2.1 EMPLOYER'S DESIGN</b></p> <p>Not applicable</p> <p><b>2.2 DESIGN BRIEF</b></p> <p>Planning, Designing and Construction of a Refurbishment, Extensions / Additions, Alterations and Conversion of a Residential Building into a SAPOA "A" Grade Office Space consisting of items listed under 1.3. All existing building structures to be developed.</p> <p><b>2.3 DRAWINGS</b></p> <p>Bidders to conduct full survey of existing buildings and services to produce as-built documentation which will guide their development processes. Access to site to conduct surveys will be granted on Monday to Friday during working hours only until the bid closes. Should there be no one on site to grant access, Bidders to request access from the Security Offices at KZN Public Works uMzinyathi District Office located at these address: 71 Karellandman Street, Dundee, 3000.</p>
3	<p><b>2.4 DESIGN PROCEDURES</b></p> <p>Designs to be in compliance with National Department of Public Works Office Norms and Public Works Green Building Policy. Use of this documents does not mean professional teams to imply a copy and paste approach, this is forbidden. Proposals must include considerations for Green Building and Sustainable solutions such as maximising the use natural day light, natural ventilation, rainwater harvesting and utilisation within the building.</p> <p><b><u>PROCUREMENT</u></b></p> <p><b>3.1 PREFERENTIAL PROCUREMENT PROCEDURES</b></p> <p>This tender will be subject to the implementation of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 and the relevant Supply Chain Management Legislation and the KwaZulu-Natal Supply Chain Management Policy Framework published by the KwaZulu-Natal Provincial Treasury. Tenderders are referred to <a href="http://www.kzntreasury.gov.za">www.kzntreasury.gov.za</a> for access to the relevant documents.</p> <p>Tenderders are advised to familiarize themselves with the contents of the KwaZulu-Natal Supply Chain Management Policy Framework regarding Preference Point Systems, evaluation of tenders appeals and other matters.</p> <p><b>3.2 RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT</b></p> <p>NOTE : This project will be adjudicated in terms of the applicable preference points system based on the offer.</p> <p><b>3.3 SCOPE OF MANDATORY SUBCONTRACT WORK</b></p> <p>Not applicable</p> <p><b>3.4 PREFERRED SUBCONTRACTORS/SUPPLIERS</b></p> <p>Not applicable</p> <p><b>3.5 SUBCONTRACTING PROCEDURES</b></p> <p>Not applicable</p>

**4**

**CONSTRUCTION**

**4.1**

**APPLICABLE SANS 2001 STANDARDS FOR CONSTRUCTION WORKS**

The Contractor is referred to the "Model Preambles to Trades - 2008", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification for full descriptions of materials and methods referred to in these Bills of Quantities/Lump Sum documents, insofar as they apply. The Contractor is advised to study the "Standard Preambles to all Trades", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification, before pricing Bills of Quantities/Lump Sum documents. □

Where the description in the Bills of Quantities/Lump Sum documents differ from those in the Standard Electrical Specifications, the descriptions in the Bills of Quantities/Lump Sum documents are to apply. No claim whatsoever will be allowed in respect of errors in pricing due to brevity of description of items in the Bills of Quantities/Lump Sum documents which are fully described when read in conjunction with the relevant Preambles and/or Specifications. Suppliers of materials and the like, whose quality systems apply with one or more of the SABS/SANS ISO 9000 Series should be used whenever possible in the absence of a particular SABS/SANS Specification Standard Mark.

Wherever the words "shall be deemed to be included in the description", "shall be stated" or other words having the same effect, appear in the Standard System, it shall be deemed that all descriptions in these Bills of Quantities/Lump Sum documents incorporated such inclusions and statements whether specifically stated or not.

The Contractor is hereby informed that where SABS/SANS Specifications are referred to in these Bills of Quantities/Lump Sums documents and Specifications thereto, then ONLY the Specification of Work Clauses will apply. The method of measurement and payment clauses will NOT apply to this Contract.

The Contractor is hereby informed that risk of collapse and keeping excavations free from water (excluding subterranean water) generally are deemed to be included in the descriptions unless accommodated in the system of measurement. Please refer to the Geotechnical Investigation report when included at the end of these tender documents.

Whenever reference is made to "Sub-Contractor", "Nominated Sub-Contractor" or the like in the specifications included or referred to in these Bills of Quantities/Lump Sums documents, it shall be deemed to mean "Contractor" as defined.

4.2	<b>APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS</b>  See above 4.1												
4.3	<b>PARTICULAR / GENERIC SPECIFICATIONS</b>  The Contractor is referred to the following documents whether attached to this document or not: <table border="0"> <thead> <tr> <th><u>SPECIFICATION</u></th><th><u>PAGES</u></th></tr> </thead> <tbody> <tr> <td>Specification for HIV/AIDS Awareness (CIDB)</td><td>HIV1 TO HIV3</td></tr> <tr> <td>Specific Construction, Safety, Health and Environmental Plan</td><td></td></tr> <tr> <td>Model Preambles for Trades 2008</td><td>1 to 49</td></tr> <tr> <td>General Electrical Specification</td><td>E/1 to E/20</td></tr> <tr> <td>Lightning Protection Installation</td><td>LP/1 to LP/6</td></tr> </tbody> </table>	<u>SPECIFICATION</u>	<u>PAGES</u>	Specification for HIV/AIDS Awareness (CIDB)	HIV1 TO HIV3	Specific Construction, Safety, Health and Environmental Plan		Model Preambles for Trades 2008	1 to 49	General Electrical Specification	E/1 to E/20	Lightning Protection Installation	LP/1 to LP/6
<u>SPECIFICATION</u>	<u>PAGES</u>												
Specification for HIV/AIDS Awareness (CIDB)	HIV1 TO HIV3												
Specific Construction, Safety, Health and Environmental Plan													
Model Preambles for Trades 2008	1 to 49												
General Electrical Specification	E/1 to E/20												
Lightning Protection Installation	LP/1 to LP/6												
4.4	<b>CERTIFICATION BY RECOGNIZED BODIES</b>  Only contractors registered with the Electrical Contracting Board of South Africa in accordance with the Regulations of the Occupational Health and Safety Act will be accepted and permitted to do work under this contract.												
4.5	<b>AGRÉMENT CERTIFICATES</b>  Not applicable												
4.6	<b>PLANT AND MATERIAL PROVIDED BY THE EMPLOYER</b>  Not applicable												
4.7	<b>SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER</b>  Not applicable												
4.8	<b>OTHER SERVICES AND FACILITIES</b>  The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Administration. The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed. The Contractor is advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.												
5	<b><u>MANAGEMENT</u></b>												
5.1	<b>APPLICABLE SANS 1921 STANDARDS</b>  Tenderders are referred to SECTION 2 : SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 IN THIS DOCUMENT												

5.2	<b>RECORDING OF WEATHER</b>  The Contractor shall keep record of abnormal climatic conditions to facilitate the adjudication of claims for extension of the contract period.																																																																	
	<p>The Contractor shall allow in his programme for the following number of days for rain days (rain &gt; 10mm per day) as per the table below:</p> <table><tr><th colspan="3">CURRENT YEAR</th><th>YEAR + 1</th><th>YEAR + 2</th></tr><tr><td>January</td><td>w/days</td><td></td><td>3</td><td>3</td></tr><tr><td>February</td><td>w/days</td><td></td><td>3</td><td>3</td></tr><tr><td>March</td><td>w/days</td><td></td><td>3</td><td>3</td></tr><tr><td>April</td><td>w/days</td><td></td><td>3</td><td>3</td></tr><tr><td>May</td><td>w/days</td><td></td><td>3</td><td>3</td></tr><tr><td>June</td><td>w/days</td><td></td><td>3</td><td>3</td></tr><tr><td>July</td><td>w/days</td><td></td><td>3</td><td></td></tr><tr><td>August</td><td>w/days</td><td>3</td><td>3</td><td></td></tr><tr><td>September</td><td>w/days</td><td>3</td><td>3</td><td></td></tr><tr><td>October</td><td>w/days</td><td>3</td><td>3</td><td></td></tr><tr><td>November</td><td>w/days</td><td>3</td><td>3</td><td></td></tr><tr><td>December</td><td>w/days</td><td>3</td><td>3</td><td></td></tr></table>	CURRENT YEAR			YEAR + 1	YEAR + 2	January	w/days		3	3	February	w/days		3	3	March	w/days		3	3	April	w/days		3	3	May	w/days		3	3	June	w/days		3	3	July	w/days		3		August	w/days	3	3		September	w/days	3	3		October	w/days	3	3		November	w/days	3	3		December	w/days	3	3	
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5.3	<b>MANAGEMENT MEETINGS</b>  The construction firm to ensure that sufficient time for project planning, designs, Departmental, Local Authority and any other legislative approvals is allocated to form part of the construction programme. In order to facilitate the smooth functioning of the Works and to ensure the closest co-operation between all the parties concerned, the Employer will call for regular meetings to be held on the site, at which a senior member of the Contracting firm and the General Foreman of the Works will always be required to be present. In addition to the above, other persons will be required to attend these meetings as and when their presence is necessary, e.g., Consultants in all disciplines, representatives of the various Sub-Contractors, etc.																																																																	
5.4	<b>FORMS FOR CONTRACT ADMINISTRATION</b>  The Employer shall provide all necessary forms.																																																																	
5.5	<b>ELECTRONIC PAYMENTS</b>  The Contractor shall provide all required information to the Employer to facilitate electronic payments upon request.																																																																	
5.6	<b>DAILY RECORDS</b>  The Contractor shall keep daily records of people and equipment employed as well as a site diary in respect of work performed on the site. At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all Sub-Contractors on the works each day. At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.																																																																	



<b>5.7</b>	<b>BONDS AND GUARANTEES</b>  The Contractor shall within 10 calendar days after receiving notice from the Engineer and prior to receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data.
<b>5.8</b>	<b>PAYMENT CERTIFICATES</b>  Requirements will be in accordance with the Employers prescriptions.
<b>5.9</b>	<b>PERMITS</b>  The Contractor is advised that, in the case of an existing building or institution, all security measures in force will remain in operation and he must acquaint himself and his Employees with them as he and his Employees will at all times be subject to these measures. The Contractor will on no account extend his operations beyond the confines of the building site as indicated by the Employer and must ensure that all his Employees are made aware of these limits. Any Employee disregarding this instruction and found outside the limit of the building site without authority, shall be redeployed immediately and shall not again be employed on this Contract. The Contractor will be responsible for ensuring that this instruction is strictly enforced and must provide and remove upon completion or when directed, such other necessary temporary barriers, fences, etc., as may be required and is to allow opposite this item for any charges he may wish to make in this connection. The Employer will accept no responsibility whatsoever for damage to or the loss of plant, materials, etc., from the site
<b>5.10</b>	<b>PROOF OF COMPLIANCE WITH THE LAW</b>  The following certificates must be provided before first delivery is taken: - HIV/STI Report (Bound into this document) - Electrical Compliance Certificate - Plumbing Compliance Certificate - Lightning Certificate - Soil Protection Certificate - Concrete test and cube certificates - Waterproofing Guarantee certificates - TR1 and TR2 prefabricated roof truss certificates - Soil compaction certificates - Electrical and Mechanical test certificates - Plumbing and drainage pressure test certificates - Fire Compliance Certificate - Entomology Certificate - SANS 10400-A:2010 compliance certificates - Latest National Building Regulation
<b>5.11</b>	<b>INSURANCE PROVIDED BY THE EMPLOYER</b>  Not Applicable  <b><u>SECTION 2</u></b>

Clause Numbers	<b><u>SPECIFICATION DATA ASSOCIATED WITH SANS 1921-2004</u></b>	
	<b>4.1.7 The requirements for drawings, information and calculations for which the Contractor is responsible are:</b>	
		All project documentation inclusive of drawings and specification necessary for successful execution of the project.
	<b>4.2.1 The responsibility strategy assigned to the Contractor for the works is:</b>	
		Strategy C
	<b>4.2.2 The professional team is:</b>	
		The contractor to appoint all the required professional teams as highlighted in the bid document.
	<b>4.2.3 Drawings &amp; other info are to be submitted in accordance with the contractors programme</b>	
		Site Development Plan, Generic Site Sections, Generic Schedule of Construction Material Specifications and
	<b>4.3 The planning, programme and method statement are to comply with the following:</b>	
		N/A
<b>4.12.1</b>	<b>Samples of materials</b>	
		The work is to be executed with materials of the best specified and in the most substantial and workmanlike manner under the inspection of the Employer and to his satisfaction. The Contractor shall furnish, without delay, such samples as called for or may be called for by the Employer, who may reject all materials or workmanship not corresponding with the approved sample. The samples of materials, workmanship and finishes that the Contractor is to provide and deliver to the employer are: - Tile sample. - Brick sample. - Light fitting sample. - Screed panel 2m x 2m impact test. - Tested trial mix to be approved by the Engineer.
<b>4.12.2</b>	<b>Fabrication drawings that the contractor is to provide to the employer are:</b>	
		All project documentation inclusive of drawings and specification necessary for successful execution of the project.
<b>4.12.3</b>	<b>Office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:</b>	
		OFFICE FOR FOREMAN
		Provide, erect, maintain and remove at completion a suitable temporary office for the Contractor or his Foreman, perfectly secured, lighted and ventilated and having a desk with drawers.
		TELEPHONE
		The Contractor shall provide a telephone on the site for the use of the Contractor and all Sub-Contractors for the duration of the Contract, and must make the necessary application for connection, give all notices and pay all fees, rentals and charges for the service and also for all calls.
		OFFICE FOR INSPECTOR OF WORKS
		Provide, erect, maintain and remove at completion a well constructed temporary office for the Inspector of Works not less than 4 x 3 m on plan and 3 m high to eaves to the approval of the Employer. The office shall be constructed of wood framing covered externally with corrugated iron or corrugated asbestos and with a lean-to roof covered with the same material as the external wall covering. The office shall be lined internally with soft board or other approved material and a ceiling shall be provided of the same material as the internal lining. A suspended wood floor shall be provided and is to finish not less than 300 mm above the ground level. A lockable door and a window, which provides adequate light and ventilation, shall be fitted. An office constructed of 115 mm thick brick-work and provided with a screeded concrete floor and roofed and ceiled as above described may be accepted as an alternative but prior permission of the Employer will be necessary before construction of such an office is commenced and his requirements shall be stated and fulfilled by the Contractor. The office shall be fitted in an approved manner with a sloping topped desk of height and length suitable for the laying out and studying of drawings, a desk or table with not less than two lock-up drawers, shelves, seating and wash-stand, and the Contractor shall provide all necessary attendance.

	<p>TELEPHONE IN OFFICE FOR INSPECTOR OF WORKS</p> <p>The Contractor shall arrange for the installation of a lockable telephone in the Office for the Inspector of Works for the duration of the Contract. The Contractor will be required to make the necessary application for connection and give all notices on behalf of the Employer. The Employer will, however, be responsible for the direct payment of all fees, rentals and other charges by Telkom for the service for the Inspector of Works and for all calls made from this telephone.</p>
	<p>SHED</p> <p>Provide, erect, maintain and remove at completion, ample temporary sheds for the proper storage of materials and for the use of the workmen, and remove when no longer required.</p>
<p><b>4.14.6</b></p>	<p><b>The requirement for provision and erection of signboards are:</b></p> <p>Supply, erect, maintain and remove at completion a painted notice board, size overall 2800 x 2345 mm high sign written to detail as Drawing No. T9506 which drawing is available from offices of the Department of Public Works. Only the official notice board is to be displayed on the site and no Sub-Contractor's boards will be permitted. The Contractor, at his own cost, may provide a board on which all sub-contract firms' names may be sign written. The notice board is to be to the approval of the Employer and is to be maintained in first class condition and placed where directed at the entrance to the site and remain there for the duration of the Contract.</p>
<p><b>4.17.1</b></p>	<p><b>Requirement for the termination, diversion or maintenance of existing services:</b></p> <p>Should the Contractor come in contact with any underground cables or pipes during excavations, immediate notification must be made to the Employer and all work in the vicinity of such cables, pipes, etc., shall cease until authority to proceed has been obtained from the Employer. Should the Contractor damage underground cables or pipes resulting in a disruption of services to an existing institution such damage shall be repaired immediately.</p>
<p><b>4.17.3</b></p>	<p><b>Services which are known to exist on the site:</b></p> <p>Investigate and provide detail drawings.</p>
<p><b>4.17.4</b></p>	<p><b>Requirement for detection apparatus</b></p> <p>None</p>
<p><b>4.18</b></p>	<p><b>ADDITIONAL HEALTH AND SAFETY REQUIREMENTS ARE:</b></p> <p>By the submission of a tender, any Tenderder will, if awarded the contract to which this tender document relates, be deemed to be the mandatory as envisaged by Section 37 (2) of the Act. As a mandatory the successful Tenderder will be deemed to be the "principal contractor" and an employer in his/her/their own right with duties as prescribed in the Act and accordingly will be deemed to have agreed to be solely responsible for ensuring that in connection with the service to which this tender document relates, all work will be performed and machinery and plant used in accordance with the Act. Should the Contractor, for whatever reason be unable to perform as required by the Act, the Contractor undertakes to inform the Employer accordingly.</p> <p>Tenderders are advised that it is a Condition of this Tender that a 'Construction Phase Safety, Health and Environmental Plan' specifically relates to the project for which tenders are being submitted and must be prepared by the Tenderder and submitted with the other tender documents at the time of tender. Failure to do so will invalidate the tender.</p> <p>Tenderders are therefore advised to study the 'Construction Safety, Health and Environmental Specification' which is issued as part of this tender document, the Model Preambles to Trades - 2008, any project Specification included in this tender document and any and all drawings which are referred to and issued as part of this tender document before preparing their own project specific 'Construction Phase Safety, Health and Environmental Plan' . Tenderders are also advised that such a plan which is submitted with a tender but is incomplete or considered inadequate by the Employer or his Representative will invalidate the tender.</p> <p>The Contractor will be deemed to have satisfied himself with his obligations in terms of the Act and to have allowed for all costs arising from compliance with the Act as no claim for extra costs arising from compliance with, and obligations in terms of the Act will be entertained.</p>
<p><b>4.22</b></p>	<p><b>WORK BY NOMINATED AND SELECTED SUBCONTRACTORS COMPRISE:</b></p> <p>[Provide list of applicable contractors]</p>

## C3.2 - SPECIFICATION FOR HIV/AIDS AWARENESS

### 1 Scope

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

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

### 2 Normative references:

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

SANS 4074 ISO 4074, *Condom Rubbers*

### 3 Definitions and Abbreviations

#### 3,1 Definitions

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

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

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

#### 3,2 Abbreviations

STI: Sexually transmitted infection

HIV: Human Immunodeficiency Virus

AIDS: Acquired Immune Deficiency Syndrome

### 4 Objectives

The objectives are to:

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

## **5 Requirements**

### **5.1 General requirement**

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

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

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

### **5.2 HIV awareness programme**

**5.2.1** The contractor shall:

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

**Note:** The National Department of Public Works maintains a list of qualified service providers.

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

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

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

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

### **5.3 Reporting**

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

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

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

### C3.3 - HIV/STI COMPLIANCE REPORT

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

Project Code:

071305

Payment Claim number:

Period covered by payment claim:

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

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

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

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

5. HIV awareness programme (briefly describe action).

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

[illegible]

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

**For Contractor:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Employer's representative:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_





**KWAZULU-NATAL PROVINCE**  
PUBLIC WORKS  
REPUBLIC OF SOUTH AFRICA

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**Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province**

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## **PART C4. SITE INFORMATION**

## C4.1 SITE INFORMATION

### Conditions of Contract for NEC3, 2013 Edition

<b>Project title:</b>	<b>Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province</b>		
<b>Tender No.</b>	<b>ZNTL04350W</b>	<b>Project Code:</b>	<b>071305</b>

#### C4.1 Site Information

<b>C4.1</b>	<b>GENERAL</b>
(a)	The site area is approximately 3.8ha, and is mostly undisturbed land. The site does offer an adequate amount of space for expansion. The topography of the site slopes gradually, with a rise of approximately 1.5 metre from one end to the other (West to East). The existing fencing is in very condition as it was recently installed.
(b)	The site is located on ERF 1496, situated at 77 Karel Landman Street, Dundee. It is surrounded by light industrial zones to the east and west and is classified as a Heritage Building. The property is registered in the name of the KwaZulu-Natal Provincial Government and is within the custodianship of the KwaZulu-Natal Department of Public Works.
<b>C4.2</b>	<b>GEOTECHNICAL INVESTIGATION REPORT</b>
(a)	It is the responsibility of the contractor to do conduct sufficient geotechnical investigation to inform project civil and structural design proposals.



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**Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province**

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## **PART C5 - DRAWINGS / ANNEXURES**

## C5.1 - LIST OF DRAWINGS/ANNEXURES

**Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province**

<b>Tender No.:</b>	<b>ZNTL04350W</b>	<b>Project Code:</b>	<b>071305</b>
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### ANNEXURES

Annexure 1	Model Preambles for Trades 2008
Annexure 2	General Electrical Specifications (As developed by the bidder, and attached)
Annexure 3	Lightning Protection Specifications (As developed by the bidder, and attached)
Annexure 4	Map of Tender submission location
Annexure 5	Joint Venture Agreement
Annexure 6	Health and Safety Specification (As developed by the bidder, and attached)
Annexure 7	Health and Safety Bill of Quantities (As developed by the bidder, and attached)
Annexure 8	Builders Lien Agreement
Annexure 9	Geotechnical Investigation Report (As developed by the bidder, and attached)
Annexure 10	EPWP Data Collection tool for Phase 3 system
Annexure 11	Guidelines for the implementation of Labour-Intensive Infrastructure Projects
Annexure 12	EPWP Conditions and Specifications
Annexure 13	

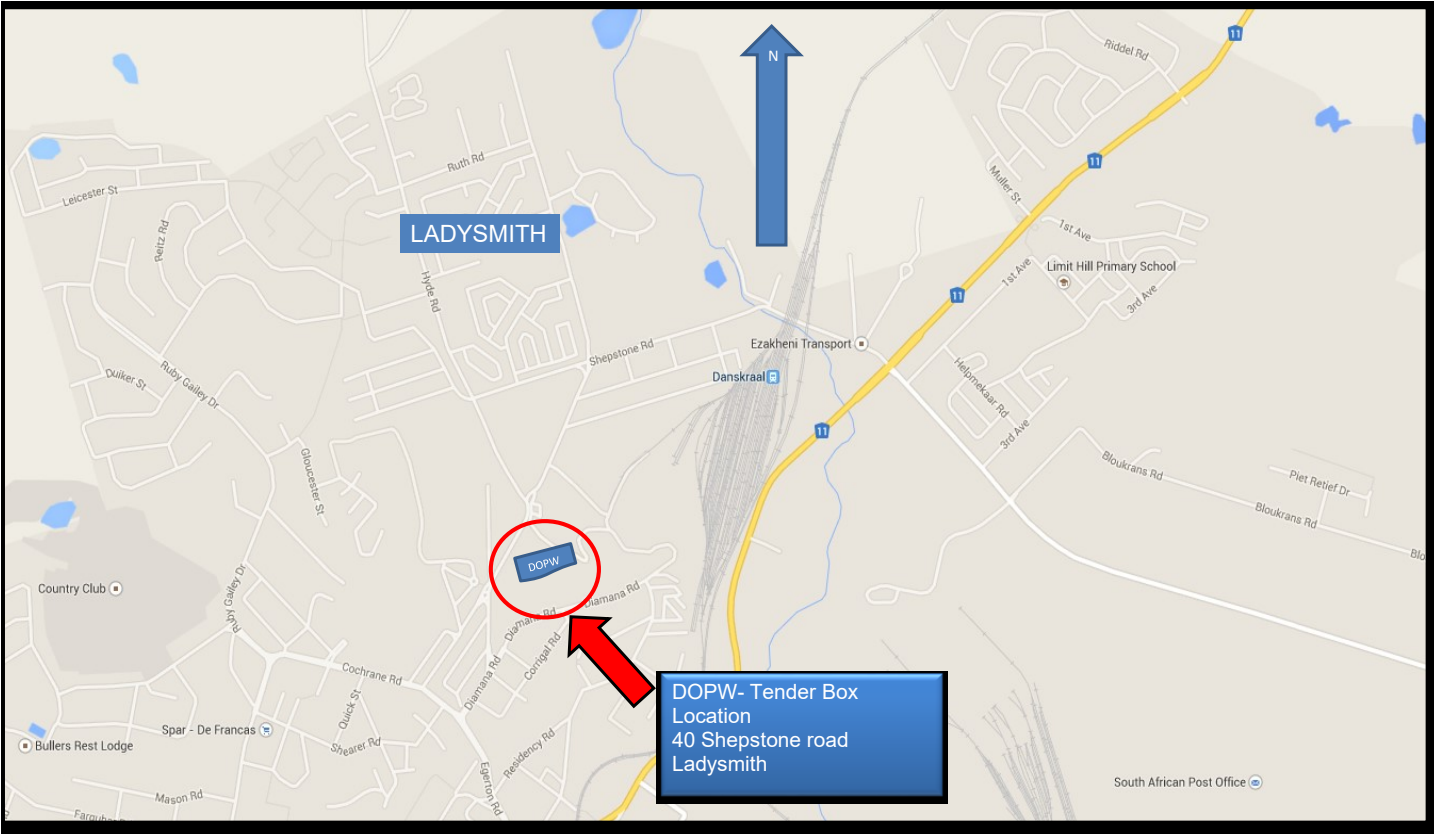


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**Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province**

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## **ANNEXURES**



Annexure 5  
**Joint Venture Agreement**



**KWAZULU-NATAL PROVINCE**  
**PUBLIC WORKS**  
REPUBLIC OF SOUTH AFRICA

(March 2004)  
(First Edition of CIDB document 1017)

1. **PREAMBLE**

This agreement is made and entered into by and between

\_\_\_\_\_

\_\_\_\_\_

of the first part and

\_\_\_\_\_

\_\_\_\_\_

of the second part and

\_\_\_\_\_

\_\_\_\_\_

of the third part.

*(allow for additional parties as necessary).*

Whereas the foregoing parties have resolved to form a Joint Venture under the title of

\_\_\_\_\_

\_\_\_\_\_

for the exclusive purposes of securing and/or executing the Contract to be awarded by

*(name of Employer)*

**to the KZN Department of Public Works in respect of the following project:**

*for (brief description of Contract)*

**Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee. KZN Province**

Now it is hereby agreed as follows :

2. **DEFINITIONS AND INTERPRETATION**

2.1 **Definitions**

The following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are, in general, signified in the text of the Agreement by the use of capital initial letters, but the absence of such letters does not necessarily signify that a term, or word, is not defined.

**'Agreement'** means the agreement between the Members of the Joint Venture and includes this model form of agreement together with the Preamble, Specific Provisions, if any, Schedules 'A', 'B' and 'C' and any relevant Documents prepared prior to the signing of the Agreement and appended thereto.

**'Contract'** means the contract with the Employer for the supply of the Deliverables, for the purposes of securing and executing which, the Joint Venture has been formed.

**'Deliverables'** means the works and/or services, equipment, materials, goods, etc. to be furnished by the Joint Venture to the Employer in terms of the Contract.

**'Document'** means any written, drawn, typed, printed, or photographic material, which relates to the Agreement.

**'Employer'** means the person, or body, which is to award the Contract and will employ the Joint Venture if it is awarded the Contract.

**'Joint Venture'** means the joint venture formed by the Members in accordance with the Agreement.

**'Management Committee'** means the body established in terms of the Agreement to manage all aspects of the work of the Joint Venture in securing and executing the Contract and in meeting the provisions for the Agreement.

**‘Member’** means a person, or body which, being a party to the Agreement, is a member of the Joint Venture.

**‘Member’s Interest’** means the proportion expressed as a percentage, which the total monetary value of all resources provided and contributions made by a Member towards the execution by the Joint Venture of the Contract bears to the total of such values by all Members and, unless otherwise indicated in the Agreement, represents the extent to which the Member participates in the fortunes of the Joint Venture.

**‘Representative’** means the person representing a Member on the Management Committee.

**‘Schedules’** means Schedules ‘A’, ‘B’ and ‘C’ which set out general, financial and other information relating to the Members and the obligations, duties, rights, risks and benefits arising from their participation in the Joint Venture.

**‘Specific Provisions’** means the variations, if any, required to this standard form of agreement for the specific purposes of the Agreement.

## 2.2 Interpretation

Unless inconsistent with the context, an expression in the Agreement which denotes:

- any gender shall include the other genders
- a natural person shall include a juristic person and vice versa
- the singular shall include the plural and vice versa

## 2.3 Headings

The headings to clauses of the Agreement shall not be considered part thereof, nor shall the words they contain be taken into account in the interpretation of any clause.

## 2.4 Law

The Agreement shall be construed in accordance with and governed by the laws of the Republic of South Africa and the English language versions shall prevail.

## 2.5 Language

English shall be exclusively used by the Members in the preparation of Documents unless otherwise indicated.

## 2.6 Conflict between Agreement and Contract

Should any provision of the Agreement be in conflict with the terms of the Contract, the Agreement shall be amended to the approval of the Management Committee so as to eliminate the conflict.

# 3. **JOINT VENTURE GENERAL**

## 3.1 Establishment and Purpose

The Joint Venture established by the Members in terms of the Agreement is an unincorporated association with the exclusive purposes of securing and executing the Contract for the benefit of the Members.

## 3.2 Termination

The operation of the Joint Venture and the validity of the Agreement shall terminate if and when it becomes evident that the Joint Venture will not be awarded the Contract, or, if the Joint Venture secures the Contract, when all obligations and rights of the Joint Venture and the Members in connection with the Contract and the Agreement have ceased and/or been satisfactorily discharged.

Unless otherwise decided by the Management Committee, the Agreement shall not terminate if a Member changes its name, or is taken over by, or merged with, another body.

This agreement will terminate when any one of the Members resigns, are liquidated or opts out of this agreement and the Joint Venture will be in breach of contract with the Employer and their contract could be cancelled.

## 3.3 Exclusivity

Unless otherwise agreed by the Management Committee, or provided for in the Contract no Member shall engage in any activity related to the Contract other than as a Member of the Joint Venture and Members shall ensure that their subsidiaries and other bodies over which they have control comply with this requirement.

## 3.4 Participation of Members

Except as may otherwise be stipulated in the Agreement, each Member shall be responsible for all costs incurred by it prior to the date of inception of the Agreement.

Subsequent to the date of inception of the Agreement, each Member shall, participate in the operations, risks, responsibilities and fortunes of the Joint Venture including, inter alia, the provision of funding, sureties, guarantees, insurances, human and other resources and participation in profits and losses to the extents indicated in the Schedules. Participation in any aspect not covered in the Schedules shall, if an agreement cannot be reached between the Members, be to the same extents as indicated by the Members Interests.

## 3.5 Management

The affairs of the Joint Venture shall be directed and controlled by the Management Committee, as set out in Section 4 hereof.



3.6 Confidentiality

All matters relating to the Agreement and the Contract shall be treated by the Members as confidential and no such matter shall be disclosed to any third party without the prior written approval of the Management Committee.

No Member shall be party to the dissemination of publicity relating to the Contract, or the Agreement, without the prior written approval of the Management Committee and the Employer.

3.7 Assignment

No Member shall cede, assign, or in any other way make over any of its rights, or obligations, under the Agreement without the prior written consent of the Management Committee.

3.8 Subcontracting

No Member shall subcontract any obligation, work or duty for which it is, itself, responsible in terms of the Agreement without the prior written consent of the Management Committee.

3.9 Variations to Agreement

No variation, modification, or waiver of any part of the Agreement shall be of any force, or effect, unless unanimously agreed by the Members and reduced to writing.

3.10 Liability

Each Member warrants that it will indemnify the other Members against all legal liabilities arising out of, or in connection with the performance of its obligations under the Agreement.

It is acknowledged by the Members that they may be held jointly and severally liable in respect of claims against the Joint Venture by the Employer or third parties.

**4. MANAGEMENT OF JOINT VENTURE**

4.1 General

The affairs of the Joint Venture shall be directed, controlled and managed by the Management Committee, which, within the terms of the Agreement and the Contract, shall have full authority to bind the Members in all matters relating to the affairs of the Joint Venture.

Communication between the Joint Venture and the Employer, or third parties, relating to the Contract shall be conducted exclusively by the Management Committee, or by such person as it may delegate to perform this function.

The Management Committee shall have the power to appoint a project manager and/or such other persons as it may see fit to appoint for the purpose of executing the Contract and may delegate such of its powers, responsibilities and duties as it may consider necessary, or desirable, to persons or bodies appointed or seconded for this purpose.

Such administrative functions as are necessary to ensure the effective operation of the Management Committee shall be performed by its chairman.

4.2 Management Committee

4.2.1 Composition

The Management Committee shall, unless otherwise agreed by all the Members, consist of one Representative of each Member and each Member shall be obliged, at all times, to maintain a Representative on the Management Committee.

Each member shall, not later than three working days after the signing of the Agreement, appoint its Representative and notify the other Members of the name and contact details of the Representative. Such Representative shall have the power to bind the Member that he represents in all matters relating to the execution of the Contract and the performance of the Agreement.

A Member shall be entitled, after giving the other Members not less than three working days written notice of his intention to do so, appoint, remove and/or replace, an alternate who shall, at any meeting of the Management Committee from which the Representative whom he represents is absent, be vested with all rights and powers and subjected to all the obligations of the absent Representative.

The chairman of the Management Committee shall be the Representative of the Member which has the largest Member's Interest. If two, or more, Members have the same, largest Member's Interest, the chairmanship shall rotate between the Representatives of such Members at three monthly intervals, the order of rotation to be determined by ballot.

Notwithstanding the foregoing, the chairmanship of the Management Committee may be determined, or changed, at any time by unanimous decision of the Management Committee.

No remuneration shall be paid by the Joint Venture to Representatives or their alternates for serving on the Management

#### 4.2.2 Meetings

Meetings of the Management Committee shall take place at such times and places as the Management Committee may determine, provided that the chairman shall convene a meeting of the Management Committee to be held not later than ten working days after he has been requested, in writing, by a Member to do so. Not less than five working days written notice of any meeting of the Management Committee shall be given to all Representatives and their alternates.

The Management Committee may permit, or invite, persons other than Representatives or alternates to attend any of its meetings, but such persons shall not have voting rights.

#### 4.2.3 Decisions

Each Representative shall have one vote on the Management Committee and where, in terms of this clause, a casting vote is required, this shall be exercised by the chairman.

All decisions of the Management Committee shall, desirably, be unanimous. Accordingly, if unanimity cannot, initially, be achieved in regard to a decision, the meeting at which that decision is sought shall be adjourned for a period of 48 hours to enable Representatives to consult with their principals. If, on resumption of the adjourned meeting, unanimity can still not be achieved, the decision, provided it is not one requiring unanimity of the Members, shall be taken by majority vote and, in the event of a tie, the chairman shall exercise a casting vote.

A Member not satisfied with a majority decision of the Management Committee may declare a dispute, to be dealt with in terms of Clause 8 hereof, but the majority decision shall, nevertheless, be implemented with immediate effect.

Decisions of the Management Committee, whether taken at a meeting, or otherwise, shall be recorded in written minutes, which shall be distributed by the chairman to reach the Representatives not later than five working days after those decisions were taken. Such minutes shall be deemed to have been affirmed by the Representatives unless written notice of dissent is received by the chairman not later than three working days after receipt of the minutes by the Representative.

#### 4.2.4 Powers and duties

The functions, responsibilities and powers of the Management Committee shall include, inter alia, those listed below:

- 4.2.4.1 Formulating overall policy in regard to the achievement of the objectives of the Joint Venture.
- 4.2.4.2 Managing the day to day affairs of the Joint Venture.
- 4.2.4.3 Monitoring, directing and co-ordinating the activities of the Members to ensure that the objectives of the Joint Venture are achieved and that the obligations and responsibilities of the individual Members are met.
- 4.2.4.4 Monitoring and controlling the financial affairs of the Joint Venture and ensuring that proper books of account and financial records relating to affairs of the Joint Venture are maintained in an approved form and submitted to the Management Committee for approval at regular intervals, which shall not be longer than one month.
- 4.2.4.5 Determining the necessity for and the details of any changes in the duties and responsibilities of Members provided that any resulting changes in Members' Interests shall be unanimously approved by the Members.
- 4.2.4.6 Determining the terms and conditions of employment of personnel and the emoluments applicable to staff seconded to the Joint Venture by the Members.
- 4.2.4.7 Controlling and approving the appointment of all subcontractors.
- 4.2.4.8 Procuring, after the completion of the Contract and the release of all bonds, guarantees and sureties given in respect of the performances of the Joint Venture and the Members, the preparation and auditing of a final set of accounts, on the basis of which the final profits, or losses, attributable to the individual Members shall be determined and any necessary adjustments effected.

### 5 RESOURCES OF JOINT VENTURE

The resources to be utilised by the Joint Venture in securing and executing the Contract shall, insofar as these are to be provided directly by the Members, be as set out in the Schedules and may, from time to time, be amended by decision of the Management Committee, provided that the Member's Interests are not, except with the unanimous approval of the Members, affected thereby.

Similarly, specific areas of responsibility of the Members for the performance of work and the provision of facilities shall be as set out in the Schedules and may, from time to time, be amended by decision of the Management Committee, provided that the Members' Interest are not, except with the unanimous approval of the Members, affected thereby.

5.1 Schedule 'A' (General)

Schedule 'A' shall contain general information relating to the Joint Venture including, inter alia, the following :

1. The Employer's name and address.
  2. A brief description of the Contract and the Deliverables.
  3. The name, physical address, communications addresses and domicilium citandi et executandi of each Member and of the Joint Venture.
  4. The Members' Interests.
  5. A statement indicating whether, or not, Specific Provisions apply to the Agreement.
  6. A schedule of insurance policies which must be taken out by the Joint Venture and by the individual Members.
  7. A Schedule of sureties, indemnities and guarantees that must be furnished by the Joint Venture and by the individual Members.
8. Details of the persons, who, in the event of failure by the Members to reach agreement on the appointments of mediator and arbitrator, will nominate appointees to these positions in terms of Clauses 8.2 and 8.3.

5.2 Schedule 'B' (Financial)

Schedule 'B' shall contain information regarding the financial affairs of the Joint Venture including, inter alia, the following :

1. The working capital required by the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the individual Members from time to time.
2. The banking accounts that are to be opened in the name of the Joint Venture and the manner in which these are to be operated.
3. The rates of interest that will be applicable to amounts by which Members are in debit, or credit, to the Joint Venture.
4. The names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.
5. The intervals at which interim financial accounts and forecasts will be prepared for approval by the Management Committee.
6. Insofar as not covered in Schedule 'C', the basis on which contributions of various types by the Members towards the work of the Joint Venture in securing, executing, managing and satisfactorily completing the Contract, will be valued.
7. The basis on which profits and/or surplus cash will, if available from time to time, be distributed to Members.
8. The basis upon which losses, if any, are to be apportioned to Members.

5.3 Schedule 'C' (Contributions by Members)

Schedule 'C' shall set out the contributions of various types, other than cash, that will be made by the individual Members towards the work and obligations of the Joint Venture and shall, as far as possible, indicate the monetary values to be placed on such contributions, which may include, inter alia, the following :

1. Staff seconded to the Joint Venture.
2. Work carried out and services provided to, or on behalf of, the Joint Venture.
3. Plant, equipment, facilities etc. made available for use by the Joint Venture.
4. Materials and goods supplied to, or on behalf of, the Joint Venture.
5. Licences, sureties, guarantees and indemnities furnished to, or on behalf of, the Joint Venture.
6. Joint Venture Disclosure form required for the Contract.

**6. BREACH OF AGREEMENT**

If a Member breaches any material provision of the Agreement, or delays or fails to fulfil its obligations in whole, or in part, and does not remedy the situation within fourteen calendar days of receipt of notice from the Management Committee, or another Member, to do so, the other Members shall have the right, without prejudice to any other rights arising from the default, to summarily terminate the Agreement and re-assign the defaulting Member's rights and obligations in the Joint Venture as they see fit and withhold any moneys due to the defaulting member by the Joint Venture.

Each Member shall indemnify the other Members against all losses, costs and claims which may arise against them in the event of the Agreement being terminated as a result of breach of the Agreement by the said Member.

**7. INSOLVENCY OF MEMBER**

Should a Member be placed in liquidation, or under judicial management, whether provisionally or finally, or propose any compromise with its creditors, the other Members shall be entitled to proceed in terms of Clause 6, as if the Member had breached the Agreement.

## 8. DISPUTES

### 8.1 Settlement

The Members shall negotiate in good faith and make every effort to settle any dispute, or claim, that may arise out of, or relate to, the Agreement.

If agreement cannot be reached, an aggrieved Member shall, if he intends to proceed further in terms of Clause 8.2 hereof, advise all other Members in writing that negotiations have failed and that he intends to refer the matter to mediation in terms of Clause 8.2.

### 8.2 Mediation

Not earlier than ten working days after having advised the other Members, in terms of Clause 8.1, that negotiations in regard to a dispute have failed, an aggrieved Member may require that the dispute be referred, without legal representation, to mediation by a single mediator.

The mediator shall be selected by agreement between the Members, or, failing such agreement, by the person named for this purpose in Schedule 'A'. The costs of the mediation shall be borne equally by all Members.

The mediator shall convene a hearing of the Members and may hold separate discussions with any Member and shall assist the Members in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Members shall record such agreement in writing and thereafter they shall be bound by such agreement.

The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Members.

### 8.3 Arbitration

Where a dispute or claim is not resolved by mediation, it shall be referred to arbitration by a single arbitrator to be selected by agreement between the Members or, failing agreement, to be nominated by the person named for this purpose in Schedule 'A'.

The Member requiring referral to arbitration shall notify the other Members, in writing, thereof, not later than thirty calendar days after the mediator has expressed his opinion, failing which the mediator's opinion shall be deemed to have been accepted by all Members and shall be put into effect.

Arbitration shall be conducted in accordance with the provisions of the Arbitration Act No. 42 of 1965, as amended, and in accordance with such procedure as may be agreed by the Members or, failing such agreement, in accordance with the rules for the Conduct of Arbitrations published by the Association of Arbitrators and current at the date that the arbitrator is appointed.

The decisions of the arbitrator shall be final and binding on the Members, shall be carried into immediate effect and, if necessary, be made an order of any court of competent jurisdiction.

## 9. DOMICILIUM

The Members choose domicilium citandi et executandi for all purposes of and in connection with the Agreement as stated in Schedule 'A'. A Member shall be entitled to change his domicilium from time to time, but such change shall be effective only on receipt of written notice of the change by all other Members.

### Member No. 1

Thus done and signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For and on behalf of \_\_\_\_\_ [Company]

by [name] \_\_\_\_\_ who warrants his authority to do so.

\_\_\_\_\_

As witnesses 1. \_\_\_\_\_ As witnesses 2. \_\_\_\_\_

### Member No. 2

Thus done and signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For and on behalf of \_\_\_\_\_ [Company]

by [name] \_\_\_\_\_ who warrants his authority to do so.

\_\_\_\_\_

As witnesses 1. \_\_\_\_\_

As witnesses 2. \_\_\_\_\_

Member No. 3

Thus done and signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For and on behalf of \_\_\_\_\_ [Company]

by [name] \_\_\_\_\_ who warrants his authority to do so.

\_\_\_\_\_

As witnesses 1. \_\_\_\_\_

As witnesses 2. \_\_\_\_\_

[Allow for additional parties as necessary].

Annexure 6



**KWAZULU-NATAL PROVINCE**  
**PUBLIC WORKS**  
REPUBLIC OF SOUTH AFRICA

Project Name:

**Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province**

Project Code:

**071305**

Agent Name:

Region:

**Midlands Region**

District:

**Ladysmith**

Ward no.:

**PLEASE INSERT PROJECT SPECIFIC HEALTH AND SAFETY SPECIFICATION FROM AN APPOINTED PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT.**

**HEALTH AND SAFETY IMPLEMENTATION COSTING**  
Contractor to give a breakdown of his Health and Safety costs on this sheet.

ITEM	DESCRIPTION	UNIT	QUAN- TITY	MONTHS (Indicative)	RATE	AMOUNT
			(a)		(b)	(a) x (b)
<b>1</b>	<b>MEDICALS</b>					
1.1	Pre-employment medical	Nr.	-			
1.2	Re-medicals - yearly	Nr.	-			
	<b>TOTAL</b>					
<b>2</b>	<b>PERSONAL PROTECTIVE EQUIPMENT</b>					
2.1	Overalls	Nr.				
2.2	Hard Hats	Nr.				
2.3	Safety boots/shoes	Nr.				
2.4	Gloves	Nr.				
2.5	Gumboots steel toe cap	Nr.				
2.6	Safety glasses	Nr.				
2.7	Reflector Bibs	Nr.				
2.8	Barricading Material	M				
2.9	Dust masks	Box	20			
	<b>TOTAL</b>					
<b>3</b>	<b>FIRE FIGHTING</b>					
3.1	Fire extinguishers - 4.5Kg	Nr.				
3.2	Surveys - Annual Service	Nr.				
	<b>TOTAL</b>					
<b>4</b>	<b>HEALTH AND SAFETY PERSONNEL</b>					
4.1	Safety Manager	Nr.				
4.2	Safety Officer	Nr.				
4.3	Construction Phase Safety, Health, Environmental and Waste Management Plan	Nr.				
	<b>TOTAL</b>					
<b>5</b>	<b>FACILITIES</b>					
5.1	Provision of ablution facilities	Nr.				
5.2	Service and maintenance of ablution facilities	Nr.				
5.3	Provision of eating areas	Nr.				
5.4	Cleaning of Lay down and other storage areas	Nr.				
5.5	Wash hand basin	Nr.				
5.6	Hot and Cold running water	Nr.				
5.7	Degreasing & Toilet soap	Nr.				
	<b>TOTAL</b>					
<b>6</b>	<b>FALL PREVENTION / PROTECTION</b>					
6.1	Safety harnesses with double lanyards	Nr.				
6.2	Safety harnesses with Scaffold hooks	Nr.				
6.3	Lifelines and vertical fall arrest systems	Nr.				
6.4	Scaffolding – material, erection and inspection (Estimate for project)	Nr.				
6.5	Temporary hand railing material and kick flats	Nr.				
6.6	Chin Straps	Nr.				
	<b>TOTAL</b>					

<b>7</b>	<b>FIRST AID</b>					
7.1	Replenishment of boxes and other supplies	Nr.				
	<b>TOTAL</b>					
<b>8</b>	<b>TRAINING</b>					
8.1	SHE Representative	Nr.				
8.2	First Aid Level 1	Nr.				
8.3	Fire Fighting	Nr.				
	<b>TOTAL</b>					
<b>9</b>	<b>SIGNAGE</b>					
9.1	All Signage as required by Law, regulatory, warning and information	Nr.				
9.2	Posters for awareness	Nr.				
	<b>TOTAL</b>					
<b>10</b>	<b>ELECTRICAL</b>					
10.1	Replacement of Locks required for lockouts	Nr.				
10.2	Replacement of tags	Nr.				
10.3	Replacement for Permit books	Nr.				
10.4	Replacement of Callipers	Nr.				
	<b>TOTAL</b>					
<b>11</b>	<b>OTHERS (Project Specific)</b>					
11.1		Nr.				
	<b>TOTAL</b>					
<b>GRAND TOTAL TO BE CARRIED TO THE PRELIMINARIES AND GENERAL IN BILL OF QUANTITIES</b>						



## WAIVER OF CONTRACTOR'S LIEN

### DEFINITIONS

Agreement: GCC FOR CONSTRUCTION WORKS - SECOND EDITION 2010

Works (description):

**Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province**

Site:

Region: uMzinyathi District, Municipality: Indumeni Local Municipality, Ward Nr.:  
Cluster Nr.: KZN

### AGREEMENT

The Contractor waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site

Thus done and signed at \_\_\_\_\_ on \_\_\_\_\_  
[Date]

\_\_\_\_\_  
Name of signatory

\_\_\_\_\_  
Capacity of signatory

\_\_\_\_\_  
As witness

\_\_\_\_\_  
For and on behalf of the contractor who by  
signature hereof warrants authorisation  
hereto

## ADDITIONAL SPECIFICATION - EPWP

<b>SL</b>	<b>EMPLOYMENT AND TRAINING OF EPWP BENEFICIARY ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) Infrastructure Projects:</b>
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### CONTENTS

SL 01	SCOPE
SL 02	TERMINOLOGY AND DEFINITIONS
SL 03	APPLICABLE LABOUR LAWS
SL 04	EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING EPWP
SL 05	EMPLOYER'S RESPONSIBILITIES
SL 06	PLACEMENT OF RECRUITED EPWP BENEFICIARY
SL 07	TRAINING OF YOUTH WORKERS
SL 08	BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA
SL 09	CONTRACTUAL OBLIGATIONS IN RELATION TO EPWP BENEFICIARY
SL 10	PROVINCIAL RATES OF PAY
SL 11	MEASUREMENTS AND PAYMENT
EXAMPLE	EPWP EMPLOYMENT AGREEMENT

### SL 01 SCOPE

This project is part of the Expanded Public Works Programme aims to train young people and provide them with practical work experience as part of this programme. Youth aged between 18 and 35 will be recruited and trained in skills relevant to the work to be done on this project. These youth will have to be employed by the contractor as part of this project so that they can gain their work experience on these projects. The training of the youth will be coordinated and implemented by a separate service provider. This service provider will provide the contractor with a list of all the youth and the training each of these youth have received. The Contractor will be required to employ all of these youth for a minimum period of 6 months. Furthermore the Contractor will be required to supervise these youth to ensure that the work they perform is of the required standard. If necessary the contractor's staff will be required to assist and mentor the youth to ensure that they are able to perform the type of work they need to do to the satisfactory standards required. The contractor will not be required to employ all youth in the programme at the same time, but may rotate the youth on the project, as long as all youth are employed for the minimum duration stated earlier.

This specification contains the standard terms and conditions for workers employed in elementary occupations and trained on a Expanded Public Works Programme (EPWP) for the Infrastructure Programme.

### SL 02 TERMINOLOGY AND DEFINITIONS

#### SL 02.01 TERMINOLOGY

- (a) EPWP     The Code of Good Practice for Expanded Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the workers on these projects are entitled to formal training, which will be provided by training providers appointed (and funded) by the Department of Labour. For projects of up to six months in duration, this training will cover life-skills and information about other education, training and employment opportunities.
- (b) EPWP     Expanded Public Works Programme, a National Programme of the government of South Africa, approved by Cabinet.
- (c) UYF       Umsobumvu Youth Fund.
- (d) DOL       Department of Labour.

**SL 02.02 DEFINITIONS**

- (a) "employer" means the contractor or any party employing the worker / beneficiary under the EPWP Programme.
- (b) "client" means the Department of Public Works.
- (c) "worker / trainee" means any person working or training in an elementary occupation on a EPWP.

**SL 03 APPLICABLE LABOUR LAWS**

In line with the Expanded Public Works Programme (EPWP) policies, the Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of labour in government Notice No. R63 of 25 January 2002, of which extracts have been reproduced below in clauses SL 04 shall apply to works described in the scope of work and which are undertaken by unskilled or semi-skilled workers. The Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R64 of 25 January 2002 shall apply to works described in the scope of work and which unskilled or semi-skilled workers undertake.

**SI 04 EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING EPWP**

**SL 04.01 DEFINITIONS**

- (a) "department" means any department of the State, implementing agent or contractor;
- (b) "employer" means any department that hires workers to work in elementary occupations on a EPWP;
- (c) "worker" means any person working in an elementary occupation on a EPWP;
- (d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
- (e) "management" means any person employed by a department or implementing agency to administer or execute a EPWP;
- (f) "task" means a fixed quantity of work;
- (g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
- (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
- (i) "time-rated worker" means a worker paid on the basis of the length of time worked
- (j) "Service Provider" means the consultant appointed by Department to coordinate and arrange the employment and training of labour on EPWP infrastructure projects.

**SL 04.02 TERMS OF WORK**

- (a) Workers on a EPWP are employed on a temporary basis.
- (b) A worker may NOT be employed for longer than 24 months in any five-year cycle on a EPWP.
- (c) Employment on a EPWP does not qualify as employment and a worker so employed does not have to register as a contributor for the purposes of the Unemployment

**SL 04.03 NORMAL HOURS OF WORK**

- (a) An employer may not set tasks or hours of work that require a worker to work–
  - (i) more than forty hours in any week
  - (ii) on more than five days in any week; and
  - (iii) for more than eight hours on any day.
- (b) An employer and a worker may agree that the worker will work four days per week. The worker may then work up to ten hours per day.

- (c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks (based on a 40-hour week) allocated to him.

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

**SL 04.04     MEAL BREAKS**

- (a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- (b) An employer and worker may agree on longer meal breaks.
- (c) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

**SL 04.05     SPECIAL CONDITIONS FOR SECURITY GUARDS**

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (b) A security guard who works more than ten hours per day must have a meal break of at least one hour duration or two breaks of at least 30 minutes duration each.

**SL 04.06     DAILY REST PERIOD**

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

**SL 04.07     WEEKLY REST PERIOD**

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

**SL 04.08     WORK ON SUNDAYS AND PUBLIC HOLIDAYS**

- (a) A worker may only work on a Sunday or public holiday to perform emergency or security work.
- (b) Work on Sundays is paid at the ordinary rate of pay.
- (c) A task-rated worker who works on a public holiday must be paid –
  - (i) the worker's daily task rate, if the worker works for less than four hours;
  - (ii) double the worker's daily task rate, if the worker works for more than four hours.
- (d) A time-rated worker who works on a public holiday must be paid –
  - (i) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
  - (ii) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

**SL 04.09     SICK LEAVE**

- (a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- (b) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a
- (c) A worker may accumulate a maximum of twelve days' sick leave in a year.
- (d) Accumulated sick-leave may not be transferred from one contract to another contract.

- (e) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (g) An employer must pay a worker sick pay on the worker's usual payday.
- (h) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
  - (i) absent from work for more than two consecutive days; or
  - (ii) absent from work on more than two occasions in any eight-week period.
- (i) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- (j) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

**SL 04.10 MATERNITY LEAVE**

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (e) A worker may begin maternity leave –
  - (i) four weeks before the expected date of birth; or
  - (ii) on an earlier date –
    - (1) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - (2) if agreed to between employer and worker; or
  - (iii) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (f) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- (g) A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

**SL 04.11 FAMILY RESPONSIBILITY LEAVE**

- (a) Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –
  - (i) when the employee's child is born;
  - (ii) when the employee's child is sick;

- (iii) in the event of the death of –
  - (1) the employee's spouse or life partner
  - (2) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling

**SL 04.12 STATEMENT OF CONDITIONS**

- (a) An employer must give a worker a statement containing the following details at the start of employment –
  - (i) the employer's name and address and the name of the EPWP;
  - (ii) the tasks or job that the worker is to perform;
  - (iii) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - (iv) the worker's rate of pay and how this is to be calculated;
  - (v) the training that the worker may be entitled to receive during the EPWP.
- (b) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (c) An employer must supply each worker with a copy of the relevant conditions of employment contained in this specification.
- (d) An employer must enter into a formal contract of employment with each employee. A copy of a pro-forma is attached at the end of this specification.

**SL 04.13 KEEPING RECORDS**

- (a) Every employer must keep a written record of at least the following –
  - (i) the worker's name and position;
  - (ii) in the case of a task-rated worker, the number of tasks completed by the worker;
  - (iii) in the case of a time-rated worker, the time worked by the worker;
  - (iv) payments made to each worker.
- (b) The employer must keep this record for a period of at least three years after the completion of the EPWP.

**SL 04.14 PAYMENT**

- (a) A task-rated worker will only be paid for tasks that have been completed.
- (b) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (c) A time-rated worker will be paid at the end of each month and payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (d) Payment in cash or by cheque must take place –
  - (i) at the workplace or at a place agreed to by at least 75% of the workers; and
  - (ii) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (e) All payments must be enclosed in a sealed envelope which becomes the property of the worker.
- (f) An employer must give a worker the following information in writing –
  - (i) the period for which payment is made;
  - (ii) the number of tasks completed or hours worked;
  - (iii) the worker's earnings;

- (iv) any money deducted from the payment;
- (v) the actual amount paid to the worker.
- (g) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- (h) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

**SL 04.15     DEDUCTIONS**

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- (c) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- (d) An employer may not require or allow a worker to –
  - (i) repay any payment except an overpayment previously made by the employer by mistake;
  - (ii) state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - (iii) pay the employer or any other person for having been employed.

**SL 04.16     HEALTH AND SAFETY**

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe and that all legal requirements regarding health and safety are strictly adhered to.
- (b) A worker must:
  - (i) work in a way that does not endanger his/her health and safety or that of any other person;
  - (ii) obey any health and safety instruction;
  - (iii) obey all health and safety rules;
  - (iv) use any personal protective equipment or clothing issued by the employer;
  - (v) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

**SL 04.17     COMPENSATION FOR INJURIES AND DISEASES**

- (a) It is the responsibility of employers to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

**SL 04.18     TERMINATION**

- (a) The employer may terminate the employment of a worker provided he has a valid reason and after following existing termination procedures.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

**SL 04.19     CERTIFICATE OF SERVICE**

- (a) On termination of employment, a worker is entitled to a certificate stating –
  - (i) the worker's full name;
  - (ii) the name and address of the employer;
  - (iii) the SPWP on which the worker worked;
  - (iv) the work performed by the worker;
  - (v) any training received by the worker as part of the EPWP;
  - (vi) the period for which the worker worked on the EPWP;
  - (vii) any other information agreed on by the employer and worker.

**SL 05         EMPLOYER'S RESPONSIBILITIES**

The employer shall adhere to the conditions of employment as stipulated in the *Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes*. Over and above the conditions stipulated above, he shall be responsible to:

- (a) formulate and design a contract between himself/ herself and each of the recruited EPWP beneficiary, ensuring that the contract does not contravene any of the Acts stipulated in South African Law, e.g. Basic Conditions of Employment Act, etc. (A copy of a pro-forma contract is attached at the end of this specification);
- (b) screen and select suitable candidates for employment from the priority list of EPWP beneficiary provided by the Umsobumvu Youth Fund (UYF);
- (c) ensure that the recruited EPWP beneficiary are made available to receive basic life skills training which will be conducted and paid for by the Umsobumvu Youth Fund;
- (d) ensure that all EPWP beneficiary receive instruction on safety on site prior to them commencing with work on site;
- (e) ensure that all EPWP beneficiary are covered under workmen's compensation for as long as they are contracted to the contractor. Payment to the Compensation Commissioner shall be the responsibility of the contractor;
- (f) assist in the identification and assessment of potential EPWP beneficiary to undergo advanced technical training in respective trades;
- (g) test and implement strict quality control and to ensure that the health and safety regulations are adhered to;
- (h) provide all EPWP beneficiary with the necessary protective clothing as required by law for the specific trades that they are involved in.
- (i) provide overall supervision and day-to-day management of EPWP beneficiary and/or sub-contractors; and
- (j) ensure that all EPWP beneficiary are paid their wages on time through a pre-agreed payment method as stipulated in the contract with the EPWP beneficiary.



## **SL 06 PLACEMENT OF RECRUITED EPWP BENEFICIARY**

Employers will be contractually obliged to:

- (a) employ EPWP beneficiary from targeted social groups from the priority list provided by the Service Provider/ Umsobumvu Youth Fund.
- (b) facilitate on-the-job training and skills development programmes for the EPWP beneficiary;
- (c) achieve the following minimum employment targets:
  - (i) 55% people between the ages of 18 and 35
  - (ii) 55% women;
  - (iii) 2% people with disabilities.
- (d) brief EPWP beneficiary on the conditions of employment as specified in sub clause SL 04.09 above;
- (e) enter into a contract with each EPWP beneficiary, which contract will form part of the Employment Agreement;
- (f) allow EPWP beneficiary the opportunity to attend life skills training through DOL. This shall be arranged at the beginning of the contract;
- (g) ensure that payments to EPWP beneficiary are made as set out in sub clauses SL 04.14 and SL 04.15 above.
- (h) set up of personal profile files as prescribed by EPWP beneficiary and as set out in sub clause SL 04.13 above.
- (i) in addition to (h)
  - a copy of the I.D;
  - qualifications;
  - career progress;
  - EPWP Employment Agreement, and
  - list of small trade tools;

must be included in the EPWP beneficiary's personal profile file.

## **SL 07 TRAINING OF EPWP BENEFICIARY**

Three types of training are applicable, namely

- Life skills;
- On the job training and
- Technical Skills training.

Training will be implemented by training instructors accredited by DOL and/or CETA :

- EPWP beneficiary shall be employed on the projects for an average of 6 months.
  - EPWP beneficiary shall be deployed on projects in the vicinity of their homes. The same arrangements as for other workers regarding accommodation, subsistence and travel shall be applicable to EPWP beneficiary.
- (a) Life skills training

All EPWP beneficiary are entitled to undergo life skills training. Training of this module will be flexible enough to meet the needs of the employer. Training should take place immediately after site hand-over and during the period of site establishment and pre-planning before actual construction starts, alternatively this will be spread over the duration of the contract period. The contractor will be required to work closely with the person to schedule the training sessions so that the timing of the training is aligned with the contractors work schedule and his demand for workers.
  - (b) On-the job training

The Employer shall provide EPWP beneficiary with on-the-job training to enable them to fulfil their employment requirements. The employer shall also be expected to closely monitor the job performance of EPWP beneficiary and shall identify potential EPWP beneficiary for skills development programmes.

- (c) Technical skills training  
The Employer shall assist in identifying EPWP beneficiary for further training. These EPWP beneficiary will undergo further technical training to prepare them for opportunities as semi-skilled labourers.

Such training will comprise of an off-site theoretical component and practical training on-site. The contractor will be responsible for on-site practical work under his supervision. EPWP beneficiary who graduate from the first phase of the training programme will be identified and given opportunities to register for skills development programmes. These can ultimately result in a accredited qualification. The programme will consist of theoretical instruction away from the construction site as well as on-site practical work under the supervision of the employer. Candidates will be entitled to employment to complete all training modules.

## **SL 08 BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA**

### **SL 08.01 PREAMBLE**

The *Code of Good Practise for Employment and Conditions of Work for Expanded Public Works Programmes* encourages:

- optimal use of locally-based labour in a Expanded Public Works Programme (EPWP);
- a focus on targeted groups which consist of namely youth, consisting of women, female-headed households, disabled and households coping with HIV/AIDS; and
- the empowerment of individuals and communities engaged in a SPWP through the provision of training.

### **SL 08.02 BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA**

- (a) The EPWP beneficiary of the programmes should preferably be non-working individuals from the most vulnerable sections of disadvantaged communities who do not receive any social security pension income. The local community must, through all structures available, be informed of and consulted about the establishment of any EPWP
- (b) In order to spread the benefit as broadly as possible in the community, a maximum of one person per household should be employed, taking local circumstances into account.
- (c) Skilled artisans from other areas may be employed if they have skills that are required for a project and there are not enough persons in the local communities who have those skills or who could undergo appropriate skills training. However, this should not result in more than 20% of persons working on a programme not being from local communities.
- (d) Programmes should set participation targets for employment with respect to youth, single male- and female-headed households, women, people with disabilities, households coping with HIV/AIDS, people who have never worked, and those in long-term unemployment.
- (e) The proposed targets as set out in sub clause SL 06 (c)
- 55% youth from 18 to 35 years of age;
  - 60% women;
  - 2% disabled.

## **SL 09 CONTRACTUAL OBLIGATIONS IN RELATION TO YOUTH LABOUR**

The EPWP beneficiary to be employed in the programme (EPWP) shall be directly contracted to the employer. Over and above the construction and project management responsibilities, the employer will be expected to perform the tasks and responsibilities as set out in clause SL 05 above.

## SL 10 PROVINCIAL RATES OF PAY

It is stipulated that youth workers on the EPWP receive a minimum of R 1 000 per month whilst working and R 600 per month whilst on training in ALL provinces. Should EPWP beneficiary be attending training whilst employed by the contractor, the contractor will still be responsible for payment to the EPWP beneficiary whilst at training.

## SL 11 MEASUREMENTS AND PAYMENT

The number of EPWP beneficiary specified for this contract that will receive life skills training is 50 and technical training is 50

### SL 11.01 PAYMENT FOR TRAINING OF EPWP BENEFICIARY (TARGET:- 50 EPWP BENEFICIARY)

#### SL 11.01.01 Skills development and Technical training for EPWP beneficiary for an average of 10 days .....(Prov.Sum).....Unit: R/EPWP beneficiary

The above item is only applicable if DoL does not fund the Technical Training PRIOR to site handover.

#### SL 11.01.02 Penalty due to not meeting the target as in SL 11.01.01.....Unit: EPWP beneficiary LESS R 2000 per EPWP beneficiary

### SL 11.02 PAYMENT FOR TRAVELLING AND ACCOMMODATION DURING OFF-SITE TRAINING

#### SL 11.02.01 Life skills training for 26 days:

- 01 Travelling (based on 50 km/EPWP beneficiary) .....Unit: km
- 02 Accommodation.....(Prov.Sum).....Unit: R/EPWP beneficiary
- 03 Profit and attendance..... Unit: %

#### SL 11.02.02 Skilled development and Technical training:

- 01 Travelling (based on 50 km/EPWP beneficiary).....Unit: km
- 02 Accommodation.....(Prov.Sum).....Unit: R/EPWP beneficiary
- 03 Profit and attendance ..... Unit: %

The units of measurement for sub items SL 11.02.01 (01) and SL 11.02.02 (01) above shall be the distance travelled in km by the EPWP beneficiary trained off site. The tendered rate shall include full compensation to safely transport the youth workers to and from the training venue/s.

The unit of measurement for sub items SL 11.02.01 (02) and SL 11.02.02 (02) above shall be the amounts in Rand expended for accommodation and daily meal allowances for the EPWP beneficiary trained off site that must be arranged by the contractor. Amounts quoted shall be corrected according to re-measurement based on actual invoices.

The tendered percentages under sub items SL 11.02.01 (03) and SL 11.02.02 (03) will be paid to the contractor on the value of each payment pertaining to the accommodation and advance meal allowances to cover his expenses in this regard.

### **SL 11.03 ALTERNATIVE WORKERS FOR THE PERIOD OF OFF-SITE TRAINING**

**SL 11.03.01** Life skills training for 26 days ..... Unit: worker-days

**SL 11.03.02** Skilled development and Technical training for EPWP beneficiary for (.....) days..... Unit: worker-days

The unit of measurement shall be the number of EPWP beneficiary replaced while in training multiplied by the number of days absent from the site.

The rates tendered shall include full compensation for additional replacement labour during periods of off-site training.

### **SL 11.04 EMPLOYMENT OF EPWP BENEFICIARY**

**SL 11.04.01** Employment of EPWP beneficiary.....(Prov.Sum)<sup>1</sup>/<sub>4</sub>.Unit: R/ worker-month

**SL 11.04.02** Employment of EPWP beneficiary.....(Prov.Sum)<sup>1</sup>/<sub>4</sub>.Unit: R/ worker-month

The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R ..... multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 6 months appointment for EPWP beneficiary.

### **SL 11.05 PROVISION OF EPWP DESIGNED OVERALLS TO EPWP BENEFICIARY**

**SL 11.05.01** Supply EPWP designed overalls to EPWP beneficiary ..... (Prov.Sum).....Unit: R

EPWP beneficiary overalls should be orange (top and bottom) as per EPWP specification with the exception of Correctional Services contracts where the EPWP beneficiary top would be blue and the bottom orange.

**SL 11.05.02** Profit and attendance..... Unit: %

An amount has been provided in the Schedule of Quantities under sub item SL 10.05.01 for the supply of EPWP designed overalls, as per the specification provided by the EPWP unit, arranged by the Service Provider. The Engineer will have sole authority to spend the amounts or part thereof. The tendered percentage under sub items SL 10.05.02 will be paid to the contractor on the value of each payment pertaining to the supply of overalls to cover his expenses in this regard.

### **SL 11.06 PROVISION OF SMALL TOOLS FOR EPWP BENEFICIARY**

**SL 11.06.01** Provide all EPWP beneficiary with prescribed tools for their respective trades. Specification for the mentioned tools to be provided by the EPWP Service Provider. These tools will become the property of the EPWP beneficiary after the completion of the programme.....(Prov.Sum)....Unit: R 500-00 /youth worker

**SL 11.06.02** Profit and attendance..... Unit: %

### **SL 11.07 APPOINTMENT OF EPWP BENEFICIARY TEAM LEADER/S**

**SL 11.07.01** Appointment of (\_\_\_\_) EPWP beneficiary team leader/s for the duration of the contract.....(Prov.Sum)..... Unit: R / EPWP beneficiary team leader

The EPWP beneficiary Team Leader will act as CLO/PLO to facilitate the project work between the EPWP beneficiary and the contractor. Umsobumvu Youth Fund can assist with the sourcing of EPWP beneficiary Team Leader for employment by the contractor.

**SL 11.08** **LIAISON WITH SERVICE PROVIDER**.....Unit: hours

The tendered rate shall include full compensation for the cost of liaising with the Service Provider and Social Facilitators on all issues regarding the works.

PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1		<b><u>BILL NO 2</u></b>				
1		<b><u>EMPLOYMENT AND TRAINING OF LABOUR ON THE EPWP BENEFICIARY INFRASTRUCTURE PROJECTS</u></b>				
1		<b><u>PREAMBLES</u></b>				
1		Tenderers are advised to study the Additional Specification SL: Employment and training of Labour on the Expanded Public Works Programme (EPWP) Infrastructure Projects as bound elsewhere in the Bills of Quantities and then price this Bill accordingly				
1		<b><u>TRAINING OF EPWP BENEFICIARY</u></b>				
1		(TARGET: 50 EPWP BENEFICIARY)				
1		Skills development and Technical training:				
1	1	Skills development and technical training for EPWP beneficiary for an average of 10 days (ref. SL11.01.01)	Item	1		
1	2	Penalty due to not meeting the target as in SL 11.01.02	Y/Work	R 2 000,00		
1		<b><u>TRAVELLING AND ACCOMMODATION DURING OFF SITE TRAINING:</u></b>				
1		Life skills training for 26 days (ref. SL 11.02.01)				
1	3	Travelling (based on 50km/EPWP beneficiary)	km	2500		
1	4	Profit and attendance on Items 1, 2 & 3	%			
1		<b><u>EMPLOYMENT OF EPWP BENEFICIARY</u></b>				
1	5	Employment of EPWP beneficiary (0 youth) [New Office Block]	Item	1		
1		The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R 0/day multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for training shall be excluded from this item. This item is based on 0 months appointment for EPWP beneficiary				
1	6	Employment of EPWP beneficiary(0 youth) [Parking garage]	Item	1		
		<b>TOTAL CARRIED TO SUMMARY</b>				

			UNIT	QUANTITY	RATE	AMOUNT
2		The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R 0/day multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for training shall be excluded from this item. This item is based on 0 months appointment for EPWP beneficiary				
2	7	Employment of EPWP beneficiary (0 youth) [Conference Centre & Canteen]	Item	1		
2		The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R 0/day multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for training shall be excluded from this item. This item is based on 0 months appointment for EPWP beneficiary				
2		<b><u>PROVISION OF EPWP DESIGNED OVERALLS TO YOUTH WORKERS</u></b>				
2	8	Supply EPWP designed overalls to EPWP beneficiary (ref. SL 11.05.01) for 0 workers	Item	1		
2	9	Profit and attendance on Items 5 - 8 (ref. SL 11.05.02)	%	7,5		
2		<b><u>PROVISION OF SMALL TOOLS FOR EPWP BENEFICIARY</u></b>				
2	10	Supply of small tools to EPWP beneficiary. Specification to be supplied by the EPWP-NYS Serviced Provider for the respective trades (ref. SL 11.06.01) for 0 workers	Item	1		
2	11	Profit and attendance (ref. SL 11.06.02)	%	7,5		
2		<b><u>APPOINTMENT OF YOUTH TEAM LEADERS</u></b>				
2	12	Appointment of EPWP beneficiary Team Leaders for the duration of the contract (ref. SL 11.07)	Item	1		
2	13	Liaison with Service Provider (ref. SL 11.08)	Hrs	0		
2	14	Profit and attendance on Items 12 & 13	%	7,5		
	FINAL TOTAL CARRIED TO PRELIMINARY AND GENERAL IN BILL OF QUANTITIES					

SCOPE OF WORKS IN RESPECT OF WORK RELATING TO THE EXTENDED PUBLIC WORKS PROGRAMME (EPWP)			
Project title:	Appointment of a suitable Construction Firm with multi-disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province		
Project Code:	071305	EPWP NO:	N/A

#### Introductory notes:

- The works, or parts of the works will be constructed using labour-intensive methods only in terms of this specification. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters **LI** are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
- Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

#### DESCRIPTION OF THE WORKS

##### Employer's objectives

The employer's objectives are to deliver public infrastructure using labour-intensive methods in accordance with EPWP Guidelines.

##### Labour-intensive works

Labour-intensive works comprise the activities described in the Labour-Intensive Specification. Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work.

#### LABOUR-INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/ Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C). at NQF outlined in Table 1. (See GUIDELINES FOR THE IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) -THIRD EDITION 2015)

Emerging contractors shall have personally completed, or be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or be registered on a skills programme for the NQF level 2 unit standards or NQF level 4 unit standards. Table 1: Skills programme for supervisory and management staff.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	

		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	
Personnel	NQF level	Unit standard titles	Skills programme description
Foreman/supervisor	4	Implement Labour-Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	
Site Agent /Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail :gerard@ceta.co.za , tel: 011-265 5900)			

#### EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS

- 1.1 Requirements for the sourcing and engagement of labour.
  - 1.1.1 Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
  - 1.1.2 The rate of pay set for the SPWP per task or per day will be an acceptable rate determined by the Department of Labour.
  - 1.1.3 Tasks established by the contractor must be such that:
    - a) the average worker completes 5 tasks per week in 40 hours or less; and
    - b) the weakest worker completes 5 tasks per week in 55 hours or less.
  - 1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
  - 1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-
    - a) where the head of the household has less than a primary school education;
    - b) that have less than one full time person earning an income;
    - c) where subsistence-agriculture is the source of income.
    - d) that who are not in receipt of any social security pension income
  - 1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of unskilled and semi-skilled workers is in the following proportions:
    - a) 60% women;
    - b) 55% youth who are between the ages of 18 and 35; and
    - c) 2% on persons with disabilities.
- 1.2 Specific provisions pertaining to SANS 1914-5
  - 1.2.1 Definitions
 

Targeted labour: Unemployed persons who are employed as local labour on the project.
  - 1.2.2 Contract participation goals
    - 1.2.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
    - 1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.



- 1.2.3 Terms and conditions for the engagement of targeted labour  
Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
- 1.2.4 Terms and conditions for the engagement of targeted labour  
Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
- 1.2.5 Variations to SANS 1914-5
  - 1.2.5.1 The definition for net amount shall be amended as follows:  
Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
  - 1.2.5.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.
- 1.3 Training of targeted labour
  - 1.3.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
  - 1.3.2 The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Public Works (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.
  - 1.3.3 The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.
  - 1.3.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of the above.
  - 1.3.5 Proof of compliance with the above requirements must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

## GENERIC LABOUR-INTENSIVE SPECIFICATION

### 1 Scope

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) storm water drainage
- c) low-volume roads and sidewalks

### 2 Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

### 3 Hand excavateable material

Hand excavateable material is material:

#### a) Granular materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

#### b) Cohesive materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

#### Note:

- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of. 60 degrees with respect to the horizontal) into the material being used.

**Table 2: Consistency of materials when profiled**

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in upto 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail' with difficulty; slight indentation produced by blow of a geological pick point.

#### 4 Trench excavation

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

#### 5 Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- to 90% Proctor density;
- such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

#### 6 Excavation

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

#### 7 Clearing and grubbing

Grass and small bushes shall be cleared by hand.

#### 8 Shaping

All shaping shall be undertaken by hand.

#### 9 Loading

All loading shall be done by hand, regardless of the method of haulage.

#### 10 Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

#### 11 Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

#### 12 Spreading

All material shall be spread by hand.

#### 13 Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

#### 14 Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

**15 Stone pitching and rubble concrete masonry**

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

**16 Manufactured Elements**

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.



*(Insert Your Company Logo)*

*(This shall serve as the cover page on employment contracts for local labour)*

## **EMPLOYMENT AGREEMENT**

**BETWEEN**

***[CONTRACTOR NAME].....***

**AND**

***[WORKER NAME].....***

## 1. PARTIES

The Parties to this Agreement are -

1.1. Contractor: \_\_\_\_\_

herein represented by: \_\_\_\_\_

duly authorised thereto

And

1.2. Mr / Me: \_\_\_\_\_  
[worker's name]

## 2. DEFINITIONS AND INTERPRETATION

2.1. In this Agreement and any Annexure thereto, unless inconsistent with or otherwise indicated by the context-

**“Agreement”** means the contents of this Agreement.

**“Company”** means the company that employs the worker

**“Department”** means the Department of Public Works

**“Worker”** is a person that performs a specific or necessary task or who completes tasks in a certain way

**“EPWP”** The Expanded Public Works Programme is a government programme aimed at the alleviation of poverty and unemployment. The programme ensures the full engagement on Labour Intensive Methods of Construction (LIC) to contractors for skills development. The EPWP focuses at reducing unemployment by increasing economic growth by means of improving skills levels through education and training and improving the enabling environment for the industry to flourish.

## 3. PURPOSE

The purpose of this agreement is to:-

**Ensure that the agreement is binding to both the Worker and the Employer.**

#### 4. TERMS AND CONDITIONS

- The worker will have no entitlement to the benefits of a full time employee, namely;  

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- The worker should not have the expectation that this contract will be renewed or extended.
- The worker will be subject to all laws, rules, policies, codes and procedures applicable to the;  

---
- The worker must meet the standards and requirements of the contractor
- The worker must render his/her services during normal working hours of minimum of forty to fifty five hours in any week; which comprise of an eight-hour working day in a five-day week.

#### 5. REMUNERATION

The worker will receive compensation to the amount of R\_\_\_\_\_00 which must be paid by the 25<sup>th</sup> or on the last day of each month.

#### 6. ROLES AND RESPONSIBILITIES

##### 6.1 Employer / Worker

- Work for \_\_\_\_\_ in terms of the period as specified in the employment agreement contract.
- Be available for and participate in all learning and work experience required by the company.
- Comply with workplace policies and procedures.
- Complete any attendance or any written assessment tools supplied by the contractor to record relevant workplace experience.
- Demonstrate willingness to grow and learn through work experience.

Provide the following documentation to the employer,

- Certified identity document not longer than 3 months
- ID size photos
- Sign employment contract

## 6.2 Employer

- Employ the worker for a period specified in the agreement.
- Provide the worker with appropriate work based experience in the work environment.
- Facilitate payments of wages / stipends.
- Keep accurate records of workers.
- Where a worker/ learner is disabled, the employer will have to provide in the additional needs e.g. special materials, learning aids and in some cases physical or professional support (such aids remain the property of the employer).
- Keep up to date records of learning and discuss progress with the intern on a regular basis.
- Apply fair disciplinary, grievance and dispute resolution procedures to the worker.
- Prepare an orientation/ induction course to introduce worker/ learner to the workplace and specific workplace requirements.
- Ensure the daily attendance register is signed by the worker.

## 7. DURATION.

This agreement commences on: \_\_\_\_\_

and

expires on: \_\_\_\_\_

## 8. BREACH.

If either party commits any breach of the terms of this contract (and fails to rectify it within 30 days of receipt of a written notice calling it to do so, then) the other party shall be entitled to terminate the contract or to claim specific performance without prejudice to any of its other legal rights, including its rights to claim damages.

## 9. CONDITIONS OF EMPLOYMENT

### 9.1. Meal Breaks

9.1.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

9.1.2 An employer and worker may agree on longer meal breaks.

9.1.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

9.1.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

### 9.2. Special Conditions for Security Guards (Only applicable to security Guards)

9.2.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

9.2.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

### 9.3. Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

#### **9.4. Work on Sundays and Public Holidays**

9.4.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

9.4.2 Work on Sundays is paid at the ordinary rate of pay.

9.4.3 A task-rated worker who works on a public holiday must be paid;

- (a) the worker's daily task rate, if the worker works for less than four hours;
- (b) double the worker's daily task rate, if the worker works for more than four hours.

9.4.4 A time-rated worker who works on a public holiday must be paid

- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

#### **9.5 Sick leave**

9.5.1 Only workers who work more than 24 hours per month have the right to claim sick-pay in terms of this clause.

9.5.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

9.5.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

9.5.4 Accumulated sick-leave may not be transferred from one contract to another contract.

9.5.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

9.5.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

9.5.7 An employer must pay a worker sick pay on the worker's usual payday.

9.5.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is

- (a) absent from work for more than two consecutive days; or
- (b) absent from work on more than two occasions in any eight-week period.

9.5.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

9.5.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.



## **9.6. Maternity Leave**

- 9.6.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 9.6.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 9.6.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 9.6.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 9.6.5 A worker may begin maternity leave as follows;
- (a) four weeks before the expected date of birth; or
  - (b) on an earlier date
    - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - (ii) if agreed to between employer and worker; or
  - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

## **9.7. Family responsibility leave**

9.7.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances;

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of
  - (i) the employee's spouse or life partner;
  - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

## **9.8. Keeping Records**

9.8.1 Every employer must keep a written record on site for the duration of the project and three (3) year after completion records should consists of at least the following;

- (a) the worker's name and position;
- (b) copy of an acceptable worker identification
- (c) in the case of a task-rated worker the number of tasks completed by the worker;
- (d) in the case of a time-rated worker, the time worked by the worker;
- (e) payments made to each worker in a form of Proof of Payment, Payroll registers and the acknowledgement of payment receipt signed by the worker.

9.8.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.

## **9.9. Payment**

9.9.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

9.9.2 A worker may not be paid less than the Ministerial Determination wage rate.

9.9.3 A task-rated worker will only be paid for tasks that have been completed.

9.9.4 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

9.9.5 A time-rated worker will be paid at the end of each month.

9.9.6 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

9.9.7 Payment in cash or by cheque must take place

- (a) at the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (c) in a sealed envelope which becomes the property of the worker.

9.9.8 An employer must give a worker the following information in writing

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

9.9.9 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.

9.9.10 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

**9.10. Inclement weather**

If no work has begun on site, and if an employee has reported for work, the employee will be paid for four hours. Should work be stopped after the first four hours, the employee will be paid for the hours worked. Where the employer has given employees notice on the previous working day that no work will be available due to inclement weather, then no payment will be made.

**9.11. Deductions**

9.11.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

9.11.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

9.11.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement of Law; court order or arbitration

9.11.4 It is the responsibility of the employers to arrange for all persons employed on a Project to be covered in terms of the Unemployment Insurance Fund Contributions Act, 2002 (Act No. 4 of 2002)

9.11.5 An employer may not require or allow a worker to

- (a) repay any payment except an overpayment previously made by the employer by mistake;

- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
- (c) pay the employer or any other person for having been employed.

## **9.12. Health and Safety**

9.12.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

9.12.2 A worker must;

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) use any personal protective equipment or clothing issued by the employer;
- (d) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

## **9.13. Compensation for Injuries and Diseases**

9.13.1 It is the responsibility of the employers to arrange for all persons employed on a Project to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993 as amended by COIDA Act 61, 1997.

9.13.2 A worker must report any work-related injury or occupational disease to their employer or manager.

9.13.3 The employer must report the accident or disease to the Compensation Commissioner.

9.13.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

## **9.14. Termination**

9.14.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

9.14.2 A worker will not receive severance pay on termination.

9.14.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

9.14.4 A worker **who is absent for more than three consecutive days** without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

9.14.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

Notice procedure is as follows;

- One week if employed for four weeks or less
- Two weeks if employed for more than four weeks but not more than a year
- Four weeks if employed for one (1) year or more

### 9.15. Certificate of Service

9.15.1 On termination of employment, a worker is entitled to a certificate stating;

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the Project on which the worker worked; the work performed by the worker;
- (d) any training received by the worker;
- (e) the period for which the worker worked on the Project; and
- (f) any other information agreed on by the employer and worker.

### 9.16. DOMICILE

The address to which notices and all legal documents may be delivered or served are as follows:

#### Employee Details

Name & Surname: \_\_\_\_\_

ID No: \_\_\_\_\_

Residential Address: \_\_\_\_\_

\_\_\_\_\_

Contact No: \_\_\_\_\_

Date of Employment: \_\_\_\_\_

To be supervised by: \_\_\_\_\_ Main Contractor: 


or Sub Contractor:

Category of employment: \_\_\_\_\_ Skilled: 


Semi-skilled:

Unskilled:

For Skilled & Semi-skilled state the trade: \_\_\_\_\_

Period of employment: Fixed for until when your services are still required on site

I confirm that I have been inducted and fully understand the condition of my appointment.

Employee Signature: \_\_\_\_\_ Witness by SGB/CLO: \_\_\_\_\_

Signature by Witness: \_\_\_\_\_

#### Employer Details

Name & Surname: \_\_\_\_\_

Designation: \_\_\_\_\_

Contact No: \_\_\_\_\_ Signature: \_\_\_\_\_



## EXPANDED PUBLIC WORKS PROGRAMME

### The Attendance Register for on-site Workers

Reporting month: \_\_\_\_\_

Cell No: \_\_\_\_\_

Surname: \_\_\_\_\_

First Name: \_\_\_\_\_

Project Name: **Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province**

Project Code: **071305**

Tender No **ZNTL04350W**

IDENTITY NUMBER: \_\_\_\_\_

Day	Date	Time In	Signature	Time Out	Signature	Report On Any Formal Training Provided In The Reporting Month
<b>WEEK 1</b>						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
<b>WEEK 2</b>						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
<b>WEEK 3</b>						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
<b>WEEK 4</b>						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
<b>WEEK 5</b>						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
<b>Total Days worked</b>						

**BUSINESS PLAN**

Reference No	
Profile ID	
Project Name	
<b>Project Details</b>	
Project Name	
Project Reference Number	
Project description	
Project Start Date	
Project End Date	
Estimated Budget	
<b>Project Location</b>	
Province	
District/Metro Municipality	
Local Municipality/Metro Region	
Latitude (in decimal format)	
Longitude (in decimal format)	
<b>Public Body Details</b>	
Public body sphere	
Reporting public body that is the project owner (and will report on the project)	
Implementing public body type	
Public body that will implement the project	
IDP reference number allocated to the project	
<b>EPWP Details</b>	
EPWP Sector	
EPWP Program	
EPWP Sub programme	
<b>Budget Amount</b>	
April 2014/March 2015	
April 2015/March 2016	
Total Budget Amount	
Wages	
UIF	
COIDA	
Training	
Administration	
Equipment and materials	
Other	
Describe other	
<b>Outputs and Training</b>	
Output	
Description	
Target Quantity	
Number of persons to be trained	
<b>Contact person</b>	
Title	
Initials	
First Name	
Surname	
Email	
Tel (Office)	
Fax Number	
Cell Number	
Physical Address 1	
Physical Address 2	
Physical Address 3	
Physical Address 4	
Postal Address 1	
Postal Address 2	
Postal Address 3	
Postal Address 4	

**KZN PUBLIC WORKS**  
Monthly Data collection for LOCAL Labour



071305

Name of Contractor: \_\_\_\_\_

Project Code: \_\_\_\_\_

Project location name (area): \_\_\_\_\_

Name of Project: \_\_\_\_\_

Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province

Reporting month: \_\_\_\_\_

Project location (Ward No.): \_\_\_\_\_

Beneficiary Details															Experience/Literacy				Location Details				Household Details												
No	First Name	Initial	Surname	ID number										D.O.B	Gender F/M	Disability Y/N	Start Date on the current month	End Date on the current month	Total days worked	Job description	Registered on UIF (Y/N)	Registered with COIDA (Y/N)	Are you receiving any Gov grant? (Y/N)	1st Language	Other Language 1	Other Language 2	Education Level (See Codes below)	Highest Level of Education	Address	Ward No.	Cell No.	Nationality	No. of people in Household	No. of Dependants in Household	No. of Children attending school
1																																			
2																																			
3																																			
4																																			
5																																			
6																																			
7																																			
8																																			
9																																			
10																																			

- Education Levels – use the codes (1,2,3) on the excel spreadsheet
- o (1) Unknc (3) Grade 1-3 (Sub A – Std 1) (5) Grade 5-6 (Std 3-4) ABET 2 (7) Grade 9 (Std 7) ABET 4 (9) Grade 12 (Std 10)
- o (2) No Sc (4) Grade 4 (Std 2) ABET 1 (6) Grade 7-8 (Std 5-6) ABET 3 (8) Grade 10-11 (Std 8-9) (10) Post Matric

Contractor sign: \_\_\_\_\_ DPW Official/Consultant sign: \_\_\_\_\_ EPWP Official sign: \_\_\_\_\_  
 Designation: \_\_\_\_\_ Designation: \_\_\_\_\_ Designation: \_\_\_\_\_  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_  
 Contact no: \_\_\_\_\_ Contact no: \_\_\_\_\_ Contact no: \_\_\_\_\_



**KZN PUBLIC WORKS**

**Worker payment capture form for LOCAL Labour**



Name of Contractor: \_\_\_\_\_

Project Code: **071305**

Name of Project: \_\_\_\_\_

Reporting month: \_\_\_\_\_

**Payment Upload**

No.	First Name	Initials	Surname	Identity No.	D.O.B	Job Description	Daily Wage Rate	Total Paid Days	Total Amount Paid	Total days Worked Days
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

Contractor sign: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_  
Contact no: \_\_\_\_\_

DPW Official/Consultant sign: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_  
Contact no: \_\_\_\_\_

EPWP Official sign: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_  
Contact no: \_\_\_\_\_

**KZN PUBLIC WORKS**

**Worker Training capture form for LOCAL Labour**



**071305**

Name of Contractor: \_\_\_\_\_  
Name of Project: \_\_\_\_\_

Project Code: \_\_\_\_\_

Reporting month: \_\_\_\_\_

Training														
No	Name	Surname	ID No.	Job description	Course Name	Was training Accredited or Non - accredited by a relevant SETA	Start date on current month	End date on current month	Training Days Paid	Training Days Not Paid	Total Number of Training Days	Cost per trainee	Is training complete or on - going	Name of Training Provider
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														

Contractor sign: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Contact no: \_\_\_\_\_

DPW Official/Consultant sign: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Contact no: \_\_\_\_\_

EPWP Official sign: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Contact no: \_\_\_\_\_

Location	
Locality Name	
Municipality	
Subplace	
Ward	
Government Facility	
Latitude	
Longitude	
Physical Address/Location	

## C4.3 SITE AERIAL PHOTOGRAPHS

### Conditions of Contract for NEC3, 2013 Edition

<b>Project title:</b>	Appointment of a suitable Construction Firm with multi - disciplinary professionals in the built environment on the Design and Build (Turnkey Project) for the Planning, Designing and Construction of a Refurbishment, Extensions, Alterations and Conversion of a Heritage Residential Building into a SAPOA "A" Grade Office Space for the Department of Corporate Governance and Traditional Affairs - Community Service Centre - CSC, including internal networks (Water, Sewer, Electrical, Roads and Stormwater and Connecting or Upgrading such municipal services to existing bulk services at 77 Karel Landman Street - Dundee, KZN Province		
<b>Tender No.</b>	<b>ZNTL04350W</b>	<b>Project Code:</b>	<b>071305</b>

### C4.3 Site Aerial Photographs

#### C4.3 GENERAL AERIAL PHOTOGRAPH OF THE SITE

(a)



(b)

#### C4.4 AERIAL PHOTOGRAPHS IDENTIFYING EXISTING BUILDINGS / SITE AREA FOR DEVELOPMENT

(a)



ONLY THIS PORTION AND DRIVEWAY TO BE DEVELOPED AS HIGHLIGHTED BY A DOTTED LINE