

PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL DEPARTMENT OF PUBLIC WORKS



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

DESIGN & CONSTRUCT CONTRACT

with NEC3 Conditions of Contract (Option E) 2013 Edition

RETURNABLE DOCUMENT

ONE VOLUME APPROACH

Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations

PROJECT MANAGER

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Pietermaritzburg
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REGION:

Regional Director
KZN Department of Public Works
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Pietermaritzburg
3200
Tel Number: 033-897 1421/1422
Fax Number: 033-897 1399

EMPLOYER:

Head: Public Works
KZN Department of Public Works
Private Bag X 9041
Pietermaritzburg
3200
Tel Number: 033 - 897 1300
Fax Number: 033 - 897 1399

Tender Number: ZNTM01244W
CIDB Grading: 3GB or higher
ECDP Number: N/A

Project Code: 054880
Document Date: 11-Jul-2024
Contract Period: 1 Calendar Months

Contracting Party: _____

CIDB Registration number: _____

Central Suppliers Database Registration Number: _____



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations

The Tender

Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

THE TENDER

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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.

- 1. The Department reserves the right not to award to the lowest bidder.**
- 2. In addition, the Department may conduct a detailed risk assessment prior to the award of the bid.**
- 3. Tender Documents must be purchased prior or downloaded from e-Tender Portal before the starting time of the tender briefing meeting**
- 4. 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 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. Original deposit slips issued and stamped by the bank teller.**
- 5. No Tender documents will be issued at the tender briefing meeting. No Site Inspection meeting certificates will be issued at the Tender briefing meeting. The Site Inspection certificate must be signed and stamped by the Department representative, during the briefing as proof of attendance, and should it not be signed your tender document will be disqualified.**
- 6. Bidders who attend without a bid document will not be allowed to the briefing.**
- 7. No late arrivals will be admitted to the tender briefing meeting.**
- 8. Late submissions will not be accepted.**
- 9. Faxed or e-mailed bids are not accepted.**
- 10. Only Bidders registered within the applicable CIDB and Central Suppliers Database will be eligible to submit bids.**
- 11. The Preference points system is applicable for this bid is 80/20, where 20 points of specific goals will be allocated as follows:**

-

EME :- 20 Points

T1.1 TENDER NOTICE AND INVITATION TO TENDER

THE KZN DEPARTMENT OF PUBLIC WORKS INVITES TENDERS FOR THE PROVISION OF:

Project title:	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations		
Tender no:	ZNTM01244W	Project Code:	054880
Advertisement date:	04 July 2024	Closing date:	11 July 2024
Closing time:	11:00	Validity period:	84 Calendar Days

It is estimated that tenderers must have a CIDB contractor grading designation of 3GB 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 **(N/A)** and satisfy the criterion stated in the Tender Data. (*Only applicable if Client has an Official Mentorship programme in place to assist potentially emerging enterprises*)

All Tenderer's should have a CIDB Class of Construction Contractor Grading Designation as indicated above. No Tenderer with a PE status can be considered If **"N/A"** is indicated above because the Department does not have an Official Mentorship Programme in place to assist a Potentially Emerging Enterprise.

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

- ☒ 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 :
3GB or higher, class of construction work, are eligible to have their Tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

- 1 every member of the joint venture is registered with the CIDB;
- 2 the lead partner has a contractor grading designation in the 3GB or higher, class of construction work; or
☒ not lower than one level below the required the required grading designation in the class of works construction works under considerations and possess the required recognition status
- 3 the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a :
3GB or higher or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

☒ 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).

☒ Submission of Compulsory Returnable Schedules documents as per List of returnable documents.

☒ Tax Compliance Status (TCS) PIN number and Tenderer's or entity tax reference number.

☒ Contractor's Safety, Health and Environmental Declaration.

☒ Complete priced Pricing Schedule to be submitted on the day of the Tender closing date.

☒ 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.

☒ Financial Standing and other resources of Business Declaration (T2.8)

☒ Compulsory Enterprise Questionnaire (T2.18)☒ **Tenderers must meet the minimum qualifying score for Mandatory criteria first before they can be considered for Price and Preference.**☒ Invitation to Tender - SBD 1**Please note the following for POPIA:**

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

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

Name of Tenderer:

Postal Address:

Street Address:

Telephone Number CODE _____ NUMBER _____

Cellphone Number:

Facsimile Number: CODE _____ NUMBER _____

E-mail Address:

VAT Registration Number:

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

YES ☐ or NO ☐

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

YES ☐ or NO ☐

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

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

NOTE Refer to T2.35 - Mandatory Criteria

Mandatory requirement:

Price: 80

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

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

No	Specific Goal	Number of Points Allocated
----	---------------	----------------------------

1	Exempted Micro-Enterprise (EME) Required - Sworn Affidavit; Signed and dated by Comissioner of Oaths	Documents 20
2		
3		
4		
5		
6		
7		
8		

2. Other specific goals (according to the PPPFA):			
(a)		0	Points
(b)		0	Points
(c)		0	Points
(d)		0	Points
Total must equal 10 or 20 points		20	Points

Notes:

- 1 The successful bidder will be required to fill in and sign a written Conditions of Contract for NEC3 Engineering and Construction Contract 2013 Edition option E.
- 2 Bidders should ensure that bids are delivered timeously to the correct address. If the bid 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 bid box is generally open during official working hours.
- 5 All Bids 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 CONDITIONS OF CONTRACT FOR NEC3 2005 EDITION 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.

THE PHYSICAL ADDRESS FOR COLLECTION OF TENDER DOCUMENTS:

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

Department of Public Works, 10 Prince Alfred Street Extension, Pietermaritzburg, Southern Region

A non-refundable tender cost of R330 is payable as per the tender advertisement , on collection of the Tender documents. The Tenderers must deposit the the above amount into the Department's bank account. The Account details are:

Account Name: KZN PROV GOV-WORKS
Bank Name: STANDARD BANK
Account Number: 052106446
Bank Code: BUSINESS CHEQUE
Reference No: Ref No 14019647

The Tenderer 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:

Tenderers to meeting at main gate at Parkside Residence, corner of Topham Road and College Road, Pietermaritzburg.

on: **Monday, 08 July 2024**

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

DOPW Project Manager:	Mr. Mkuseli Madubela	Telephone no:	033 897 1440
Cell no:	082 929 8413	Fax no:	N/A
E-mail:	mkuseli.madubela@kznworks.gov.za		

DEPOSIT / RETURN OF TENDER DOCUMENTS:

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

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

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

**TENDER
DOCUMENTS MAY
BE:**

**DEPOSITED IN THE TENDER
BOX AT:**

Southern Region

Southern Region Office, 10 Prince Alfred Street Extension

Pietermaritzburg

3200

T1.2 TENDER DATA			
Project title:	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations		
Project Code:	054880		
Tender no:	ZNTM01244W	Closing date:	11 July 2024
Closing time:	11:00	Validity period:	84 Calender Days
Clause number:			
	The conditions of Tender are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as per Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019 as amended from time to time. (see www.cidb.org.za) Refer to Conditions of Tender as bound into this document. 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. Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.		
with	The Employer is the Head: Public Works (KZN Department of Public Works-Province of KwaZulu-Natal) For this contract the <u>single volume</u> approach is adopted. 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." 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.		
C.1.2	The single volume procurement document issued by the Employer comprises the following: TENDER Part T1: Tendering procedures T1.1 - Tender Notice and Invitation to Tender T1.2 - Tender Data T1.3 - Annexure C - Standard Conditions of Tender Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules (See different forms listed in T2.1 - Returnable Schedule) CONTRACT Part C1: Agreements and Contract Data C1.1 - Form of Offer and Acceptance C1.2 - Contract Data C1.3 - Form of Guarantee Part C2: Pricing data C2.1 - Pricing Instructions C2.2 - N/A Part C3: Scope of works C3.1 - Scope of Works		

C.1.4	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 Part C4: Site information C4.1 - Site Information Part 5: List of Drawings/Annexure's C5 List of Drawings Map of Tender submission location N/A Builders Lien Agreement Joint Venture Agreement 0 0 0 0 0 0	
	The Employer's agent (Project Manager/Principal Agent) is:	
	Name:	Mr. Mkuseli Madubela
	Capacity:	Project Leader
	Address:	Private Bag X9153 , Pietermaritzburg , Pietermaritzburg , 3200
	Tel:	033 897 1440
	Fax:	N/A
	E-mail:	mkuseli.madubela@kznworks.gov.za
	Responsible person:	Project Manager
	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	PP2-Competitive Selection Procedure	Design and Build
	PP2B-Open Procedure	
	Failure to submit any of the stated Mandatory Requirements in the prescribed manner will lead to disqualification	
C.2.1	For eligibility refer to T1.1 Tender Notice and Invitation to Tender	
	This is not an EPWP project	
	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 : 3GB class of construction work, are eligible to have their tenders evaluated. or higher Joint ventures are eligible to submit tenders provided that: 1 every member of the joint venture is registered with the CIDB; 2 the lead partner has a contractor grading designation in the 3GB or higher, class of construction work; or	

	not lower than one level below the required the required grading designation in the class of works construction works under considerations and possess the required recognition status 3 the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a : 3GB or higher or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.
	See end of T2.3 AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN TENDER for combinations of JV's arrangements.
C.2.7	For particulars regarding a pre-tender site inspection meeting (clarification meeting), see T1.1 Tender Notice and Invitation to Tender.
C.2.12	Alternative tender offer permitted: Yes ☐ No ☒ If a tenderer wishes to submit an own alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.
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 where applicable, scanned onto a readable compact disk (CD) in pdf format, at the Tenderers own cost. The CD must be clearly marked with the tender information and company details.
C.2.13.4	The second sentence shall read as follows "The Employer will hold all authorised signatories jointly and severally liable on behalf of the tenderer". Tenderers proposing to contract as a Joint Venture shall submit a valid Joint Venture Agreement before the Joint Venture's offer could be accepted. Individuals, Partnerships and Companies proposing to contract as a party to a Joint Venture shall be jointly and severally liable on behalf of the Joint Venture.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per T1.1 Tender Notice and Invitation to Tender.
	A Open Procedure will be followed
C.2.15	The closing time for submission of tender offers is as per T1.1 Tender Notice and Invitation to Tender.
C.2.16	The tender offer validity period is as per T1.1 Tender Notice and Invitation to Tender.
C.2.17	Sub-clause C2.17 does not preclude the negotiation of the final terms of the contract with the preferred tenderer, following a competitive selection process, should the Employer elect to do so and provided that the competitive position of the preferred tenderer is not affected.
	<u>No other material required</u>

	This is not an EPWP project
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.2.22	Tenderers do not have to return all retained tender documents within 28 days after expiry of the Tender validity period.
	Tenderers are to refer to List of Returnable Schedules and Scope of Works to establish what is required to be submitted with this tender.
C.3.4	The location for opening of the tender offers, immediately after the closing time thereof shall be at: KZN Department of Public Works, Southern Region Office, 10 Prince Alfred Street, Pietermaritzburg, 3200 at the time indicated on T1.1 Notice and Invitation to Bid
C.3.8	The employer must determine, on opening and before detailed valuation, whether each Tender offer properly received: a) complies with the requirements of the Conditions of Tender. b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the Tender documents. A responsive tender is one that conforms to all the terms, conditions and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: a) detrimentally affect the scope, quality, or performance of the Works, services or supply identified in the Scope of Work or b) significantly change the Employers or the Tenderers risks and responsibilities under the contract, or c) affect the competitive position of other Tenderers presenting responsive tenders, if it were to be rectified. 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.3.13	Tender offers will only be accepted if: (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 (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" (c) the Tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal services charges. (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. (e) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector; and (f) the Tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. (g) the Tenderer is registered with: i) the Unemployment Insurance Fund (UIF); and ii) the Workmen's Compensation Fund (h) the Tenderer submitted Authority to Sign the tender. (i) the Tenderer submitted Financial standing & other resources of Business Declaration. (j) the Tenderer submitted Equipment Schedules, if applicable. (k) the Tenderer signed the Form of Offer that is part of the Form of Offer and Acceptance. (l) the Tenderer submitted Preference Certificate, if applicable.

	(m) the Tenderer submit completed pricing schedule at tender closing. (n) the Tenderer submitted Declaration of Interest. (o) the Tenderer submitted Site Inspection Certificate from the Compulsory Briefing Meeting (p) All information required to assess 'mandatory' as per Tender Data scheduled requirements 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.
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
C.3.18	Evaluation Method
	The following evaluation method will be applicable as follow: <u>Stage 1</u>: Administration compliance. <u>Stage 2</u>: Mandatory Criteria as per T2.35. <u>Stage 3</u>: Price and Preference Points.

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 F.2 and F.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**.

with C.1.3 Interpretation

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

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

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1

Option 1

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

F.1.6.3.2

Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of 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 mandatory 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 mandatory evaluation more than the minimum number of points for mandatory 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 mandatory.

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete Adjudicator's Contract

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

C.3.16 Registration of the Award

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

C.3.19 Evaluation Method

The following evaluation method will be applicable as follows:

Stage 01: Administration compliance

Stage 02: Mandatory Criteria

Stage 03: Price and Preference Points

T2.1 LIST OF RETURNABLE DOCUMENTS

Project title:	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations		
Project Manager:	Mr. Mkuseli Madubela	Tender no:	ZNTM01244W

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender document name	Returnable document
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	Yes
Special Resolution of Consortia or Joint Venture's	Yes
Schedule of Proposed Sub-Contractors	Yes
Joint Venture Involvement Declaration	Yes
Capacity of Tenderer	Yes
Annual Financial Statement for past financial year	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
Public Liability Insurance as prescribed	Yes
Indemnity Insurance for Each Professional service provider	No
Certified Proof of CIDB Registration Number (T2.27)	Yes
Contract Form - Purchase of Goods/Works - Part 1	No N/A
Contract Form - Purchase of Goods/Works - Part 2	No N/A
Mandatory Criteria	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	Yes
Certified Proof of Registration Number on the Central Suppliers Database	Yes
Annual Financial Statement for past financial year	Yes
Entire tender document including returnable and supporting documents, scanned as PDF onto a CD, clearly marked with the Tender information.	No N/A

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 Bid Documents	Yes
Particulars of all PSP (Professional Service Providers)	Yes
Equipment Schedules-Mechanical / Electrical / Security Material	Yes
Schedule of Imported Materials and Equipment	Yes
Confirm Receipt of Offer and Acceptance	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
Form of Guarantee	No N/A
List of Drawings/Annexure's	Yes
The National Industrial Participation Programme	No N/A
Required Structure of Contractor's detailed OHSE Plan	Yes
Client's specific requirements for the Contractor's detailed OHSE Plan	Yes
Base line Risk Assessment	Yes

5. DOCUMENTS REQUIRED FOR THE EVALUATION OF MANDATORY CRITERIA

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

Tender document name	Returnable 	
Previously completed projects of similar nature and nature, List of two (2) similar projects completed in the CIDB General Building (GB) category. Contractor to provide information for the previously completed projects to include:- i.Appointment Letter/s, ii.Practical Completion Certificate/s, iii.Reference Letter/s from Client/Project Manager/Principal Agent (with contact details) for the project/s completed only;	Yes	
Submission of a project-specific organogram, indicating the individual's role & capacity specific to this project, whether management / technical staff, having the following information: -Name and surname -Number of years of experience (minimum 3yrs or higher) -Role & capacity CVs with references, experience and relevant qualifications of personnel involved in the project as per the Project-specific organogram. [each person must have proven track record in the area of construction being considered with minimum working experience of 3yrs or higher] -Site Foreman -Safety Officer within the project team also demonstrate the registered professional/s to their relevant professional body, -Pr. Structural Engineer and -Entomologist NB: all professionals to be in good standing with their councils.		
Submission of a detailed project-specific Method Statement of the proposed methodology approach for construction works, describing the process/approach for completion of the works and the required timelines, considering the context of the site/property and the nature of the project. The following must be considered: -Site organization including material handling and distribution. -OHS management and compliance. -Productivity maintenance and management through programming etc. -Site documentation control and management. -A specialist roof Sub-contractor with a company profile & signed Letter of Intent to be submitted as as a Resourcing strategy. -Detailed Construction Programme with list of all activities from inception to completion & key milestones (considering site establishment, hoarding, scaffolding, removal of existing tiles, storage, rubble disposal & specialized trade by roof contractor etc)		

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:

Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations

Tender Number: **ZNTM01244W**

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): _____

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:

Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations

Tender Number: **ZNTM01244W**

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
1		Signature
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)

<u>Deemed to satisfy joint venture arrangements</u> 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	<u>Designation</u> = 3 = 4 = 5 = 5 = 6 = 6 = 7 = 7 = 8 = 9	Tenderers who envisage entering into a Joint Venture shall complete a submit a Joint Venture Agreement (see copy of CIDB's agreement elsewhere in this document) with this Tender.
--	---	---

T2.4 SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

2.

3.

4.

5.

6.

7.

8.

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

RESOLVED that:

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

Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations

Tender Number: **ZNTM01244W**

Project Code: **054880**

B. Mr/Mrs/Ms: _____ in

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

and who will sign as follows:

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

- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:
- D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.
- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
- F. No Enterprise to the Consortium/Joint venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (Postal Code)

Postal Address: _____

_____ (Postal Code)

Telephone number: (Dialling Code followed by number) _____

Fax number: (Dialling Code followed by number) _____

Email Address : _____

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

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

Note:

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

T2.5 JOINT VENTURES INVOLVEMENT DECLARATION

Project title:	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations
-----------------------	--

Tender no: **ZNTM01244W** **Project Code:** **054880**

DECLARATION RELATING TO A TENDER SUBMITTED BY A JOINT VENTURE :

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

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

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

Party No. 3

CENTRAL SUPPLIERS DATABASE REGISTRATION NO:		
TENDERERS CIDB REGISTRATION NUMBER:		
Name		
Address		
Percentage involvement	%	

Signed - Party No. 1

I/We (Full Name)

duly authorised in my capacity as

of (Enterprise name) :

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

.....
Signed by Authorised Representative

.....
Date

Signed - Party No. 2

I/We (Full Name)

duly authorised in my capacity as

of (Enterprise name) :

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

Signed by Authorised Representative

Date

Signed - Party No. 3

I/We (Full Name)

duly authorised in my capacity as _____

of (Enterprise name) : _____

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

Signed by Authorised Representative

Date

T2.6 SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations		
Tender no:	ZNTM01244W	Project Code:	054880

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:					
2						
	CIDB Registration Number:					
3						
	CIDB Registration Number:					
4						
	CIDB Registration Number:					
5						
	CIDB Registration Number:					
Name of authorised representative		Signature		Capacity		Date
Name of Enterprise:						

T2.7 CAPACITY OF TENDERER

Project title:	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations		
Tender no:	ZNTM01244W	Project Code:	054880

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	Num ber
Site Foreman			
Safety Officer (registered with SACPCMP)			
Pr Structural Engineer (PSP to be registered with relevant professional body)			
Entomologist (PSP to be registered with relevant professional body)			
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:							
		<i>(Any other client's tender must also be included)</i>							
Tender No.		Project Name	Client Name & Contact No.	Value Tendered in R's	Date Tender submitted	Contact Detail			

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

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

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

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

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

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

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

Name of Tenderer	Signature of authorised representative	Date

T2.8 FINANCIAL STANDING AND OTHER RESOURCES OF BUSINESS DECLARATION

Project title:	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations
Tender no:	ZNTM01244W
Project Code:	054880

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

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

- (b) However, it regularly occurs that a Contractor will at the same time submit tenders for a number of projects that are advertised during an overlapping period. Moreover, the Contractor may be busy with a Contract that is of the registered CIDB Grading Designation (value) or is even attending to a number of smaller valued Contracts.
- (c) It therefore becomes the prerogative of a Tenderer in such instances to prove to the Department that the Enterprise has the capacity in every respect to attend to more than one (1) contract at a time.
- (d) A Tenderer who wishes to be considered for this tender Contract award, over and above other tenders that they have submitted, shall submit when requested by the 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..... 202.....

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:	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations																																
Tender Number:	ZNTM01244W																																
Project Code:	054880																																
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: with NEC3 Conditions of Contract (Option E) 2013 Edition - 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: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #ff0000; color: white;"> <th style="width: 80%;"></th> <th style="width: 20%; text-align: center;">POINTS</th> </tr> </thead> <tbody> <tr style="background-color: #ffff00;"> <td>PRICE</td> <td style="text-align: center;">80</td> </tr> <tr style="background-color: #ffff00;"> <td>SPECIFIC GOALS</td> <td style="text-align: center;">20</td> </tr> <tr style="background-color: #ff0000; color: white;"> <td>Total points for Price and SPECIFIC GOALS</td> <td style="text-align: center;">100</td> </tr> </tbody> </table> 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: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #ff0000; color: white;"> <th style="width: 40%; text-align: left;">80/20</th> <th style="width: 20%; text-align: center;">or</th> <th style="width: 40%; text-align: right;">90/10</th> </tr> </thead> <tbody> <tr> <td colspan="3"> $Ps = 80(1 - (Pt - P_{min}) / (P_{min} - P)) \text{ or } Ps = 90(1 - (Pt - P_{min}) / (P_{min} - P))$ </td> </tr> <tr> <td colspan="3">Where</td> </tr> <tr> <td colspan="3"> $Ps = \text{Points scored for price of tender under consideration}$ </td> </tr> <tr> <td colspan="3"> $Pt = \text{Price of tender under consideration}$ </td> </tr> <tr> <td colspan="3"> $P_{min} = \text{Price of lowest acceptable tender}$ </td> </tr> </tbody> </table> 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: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #ff0000; color: white;"> <th style="width: 40%; text-align: left;">80/20</th> <th style="width: 20%; text-align: center;">or</th> <th style="width: 40%; text-align: right;">90/10</th> </tr> </thead> <tbody> <tr> <td colspan="3"> $Ps = 80(1 + (Pt - P_{max}) / (P_{max} - P)) \text{ or } Ps = 90(1 + (Pt - P_{max}) / (P_{max} - P))$ </td> </tr> </tbody> </table>			POINTS	PRICE	80	SPECIFIC GOALS	20	Total points for Price and SPECIFIC GOALS	100	80/20	or	90/10	$Ps = 80(1 - (Pt - P_{min}) / (P_{min} - P)) \text{ or } Ps = 90(1 - (Pt - P_{min}) / (P_{min} - P))$			Where			$Ps = \text{Points scored for price of tender under consideration}$			$Pt = \text{Price of tender under consideration}$			$P_{min} = \text{Price of lowest acceptable tender}$			80/20	or	90/10	$Ps = 80(1 + (Pt - P_{max}) / (P_{max} - P)) \text{ or } Ps = 90(1 + (Pt - P_{max}) / (P_{max} - P))$		
	POINTS																																
PRICE	80																																
SPECIFIC GOALS	20																																
Total points for Price and SPECIFIC GOALS	100																																
80/20	or	90/10																															
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Where																																	
$Ps = \text{Points scored for price of tender under consideration}$																																	
$Pt = \text{Price of tender under consideration}$																																	
$P_{min} = \text{Price of lowest acceptable tender}$																																	
80/20	or	90/10																															
$Ps = 80(1 + (Pt - P_{max}) / (P_{max} - P)) \text{ or } Ps = 90(1 + (Pt - P_{max}) / (P_{max} - P))$																																	

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)
Exempted Micro-Enterprise (EME) Documents Required - Sworn Affidavit; Signed and dated by Comissioner of Oaths		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 NEC Contract 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:

.....

.....

.....

T2.9a TARGETED SUB-CONTRACTORS / BIDDER (DECLARATION)
(SHEET 1 OF 2)

Project title:

Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations

THE BIDDER IS REQUIRED TO HAVE THIS RETURNABLE COMPLETED BY EACH OF THEIR TARGETED SUB-CONTRACTORS IN ORDER TO DEMONSTRATE COMPLIANCE WITH THE CONDITIONS OF TENDER RELATING TO COMPLUSORY SUB-CONTRACTING.

FAILURE TO DEMONSTRATE COMPLIANCE WITH THIS CONDITION OF TENDER WILL RESULT IN THE BIDDER BEING ADJUDICATED NON-RESPONSIVE.

SECTION TO COMPLETED BY TARGETED SUB-CONTRACTOR

with	NAME OF BUSINESS AS PER CPIC		TAX COMPLAINT STATUS PIN (TCS)				
	TRADING NAME		V.A.T. NUMBER, IF V.A.T. VENDOR				
	NATURE AND EXTENT OF WORKS		CIDB GRADE				
	REGISTRATION NUMBER		CSD NO., IF REGISTERED				
	CONTACT NUMBER		ECDP		EME		QSE
	CONTACT PERSON		("X" the applicable box / boxes)				

SHAREHOLDING / OWNERSHIP

	FULL NAME	IDENTITY NUMBER	CONTACT NUMBER	SOUTH AFRICAN CITIZEN	PERCENTAGE SHAREHOLDING	BLACK YOUTH	BLACK WOMAN	BLACK PERSON WITH DISABILITIES	BLACK PERSON LIVING IN RURAL OR UNDER DEVELOPED AREAS OR	BLACK PERSON WHO ARE MILITARY VETERANS	OTHER	AFRICAN	COLOUR	INDIAN	OTHER
	(Shareholders Name)	(Shareholders ID Number)	(Shareholders Contact No.)	(Yes / No)	%	(Mark to applicable box with "X")						(Mark to applicable box with "X")			
1															
2															
3															
4															
5															
6															
7															
8															
9															
10															

I/WE, THE UNDERSIGNED, WHO WARRANTS THAT HE/SHE IS DULY AUTHORISED TO DO SO ON BEHALF OF THE SUPPLIER / SUB-CONTRACTOR, CERTIFIES THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT INCLUDING THE ADDITIONAL SUPPORTING DOCUMENTATION, IS CORRECT AND ACCURATE

FULL NAME

SIGNATURE

DATE

T2.9a TARGETED SUB-CONTRACTORS / PRINCIPAL CONTRACTOR (DECLARATION)
(SHEET 2 OF 2)

Project title:

Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations

SECTION TO BE COMPLETED BY BIDDER

BIDDER (COMPANY NAME):

SUB-CONTRACTOR (COMPANY NAME):

**SERVICES (NATURE AND EXTENT OF SUB-
CONTRACT WORKS)**

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the bidder, certifies that the information supplied in terms of this document / bid including any additional requested documentation, is correct and accurate and acknowledges that:

On behalf of the bidder, I/we **ACKNOWLEDGE OUR INTENT** to offering your firm the commission for the services stated above should we be the successful bidder for the Urgent Roof Repairs to Roof Leaks Including Other Internal Repairs and Renovations Affected by Leaks at Parkside Residence

2 We have provided you with the Bid Document Conditions of tender, Conditions of Contract, Specifications, applicable Bills of Quantities section / sections, indicative millstone time frames, etc.;

3 We have provided you with our domestic sub-contractor conditions of contract / appointment conditions, together with any other requested documentation, etc.;

4 We have scrutinised your pricing schedule / Bills of Quantities and in acceptance thereof.

FULL NAME

SIGNATURE

DATE

SECTION TO BE COMPLETED BY TARGETED SUB-CONTRACTOR

SUB-CONTRACTOR (COMPANY NAME)

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the sub-contractor, certifies that the information supplied in terms of this document / bid including any additional requested information, is correct and accurate and acknowledges that:

- 1 On behalf of the bidder, I/we **ACKNOWLEDGE OUR ACCEPTANCE** for the commission for the services stated above should your firm be the successful bidder for the Planning, Design, Repairs and Renovations at King Edward VIII Hospital to the Nursing College - Durban, KZN Province
- 2 We have scrutinised your Bid Document Conditions of Tender, Conditions of Contract, Specifications, applicable Bills of Quantities section / sections, indicative millstone time frames, etc. and confirm our acceptance thereof;
- 3 We have scrutinised your domestic sub-contractor conditions of contract / appointment conditions, together with any other requested documentation, etc., and confirm our acceptance thereof;
- 4 We confirm our rates are market related, and have allowed for all associated costs, etc. in terms of the bid document, your domestic sub-contract conditions of contract / appointment conditions, etc.;
- 5 We have submitted certified copies of the following documents, as applicable (Mark box with "X" where attached):
 - a) CIDB Certificate;
 - b) B-BBEE Certificate;
 - c) Shareholding Certificate or affidavit from a registered accountant stating shareholding (shareholding to be indicated as percentages);
 - d) For sub-contractors claiming EME status and **not** registered on the ECDP database an affidavit must be provided confirming annual turnover of less than R10million; or
 - e) For sub-contractors claiming QSE status and **not** registered on the ECDP database an affidavit must be provided confirming annual turnover of between R10million and R50million; or
 - f) ECDP registration number (if registered).

FULL NAME

SIGNATURE

DATE

T2.10 SITE INSPECTION MEETING CERTIFICATE			
Project title:	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations Please do before p		
Tender no:	ZNTM01244W	Project Code:	054880
Site Inspection Date:		08 July 2024	

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 NEC3 Conditions of Contract (Option E) 2013 Edition
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

Project title: Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations

Tender no:	ZNTM01244W	Project Code:	054880
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1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications,

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name of bidder

T2.12 RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations		
Tender no:	ZNTM01244W	Project Code:	054880

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

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

Attach Additional Pages if more space is required

Tenderer to attach proof of receipt of above listed addenda			
Signed		Date	
Name		Position	
Tenderer			

T2.13 PARTICULARS OF PSP (PROFESSIONAL SERVICE PROVIDER)

Project title:	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations			Pleas befor
Tender no:	ZNTM01244W	Project Code:	054880	

To be compulsory filled in for further evaluation

**Name of Professional Service
Providers:**

Registration numbers

Pr. Structural Engineer

Entomologist

NB: All professionals are to be registered professionals to their relevant professional body in good standing with their councils

Name of authorised representative (of the main contractor)	Signature	Date

T2.14 SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Project title:	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations		
Tender no:	ZNTM01244W	Project Code:	054880

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	
NEC		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

T2.15 LATEST 12 MONTH ANNUAL FINANCIAL STATEMENT

Project title:	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations		
Tender no:	ZNTM01244W	Project Code:	054880

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

WIL
h
NE
CR

T2.16 EQUIPMENT SCHEDULES

Project title:	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations		
Tender no:	ZNTM01244W	Project Code:	054880

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: Not Applicable

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

Project title:	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations
Tender no:	ZNTM01244W
Project Code:	054880

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.

with 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
Page 1 of 1

T2.18 Compulsory Enterprise Questionnaire

Project title:	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations		
Tender no:	ZNTM01244W	Project Code:	054880

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

Section 1: Name of enterprise:	
Section 2: VAT registration number, if any:	
Section 3: CIDB registration number, if any:	
Section 4: CSD Number:	

Section 5: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 6: Particulars of companies and close corporations

Company registration number	
Close corporation number	
Tax reference number	

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

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

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

Signed		Date	
Name			
Position			
Enterprise name			

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

Project title:	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations		
Tender no:	ZNTM01244W	Project Code:	054880

TAX CLEARANCE REQUIREMENTS

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

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

IMPORTANT NOTICE

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

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

Name of Tenderer:

Signature of tenderer:

Date:

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

Project title:	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations
-----------------------	---

Tender no: ZNTM01244W**Project Code: 054880**

**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: ZNTM01244W

OFFER

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

Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations

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.

NEC 3 (2013): Option E - Cost Reimbursable Contract		%
1. Preliminary and General Items (People), fixed % that will be charged calculated from actual construction costs being direct cost to the main contractor and subcontractor costs for contract duration being 1 month		%
2. % Mark-up to be charged to the defined direct costs to the main contractor		%
3. % Professional Fees to be charged as per T2.13, Professional Resources Required, as per Construction Value (The Appointed Contractor cannot Claim mark up on Professional Fees).		%
TOTAL PERCENTAGE		%

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 including the schedule of deviation (if any) to the Tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

The offer is not a fixed price. % mark-up to be calculated based on the Defined Cost of the whole of the works excluding professional fees and P&G.

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

Tenderer's CIDB registration number

--

ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

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

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

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

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 acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1.1.1. Subject:

Details:

1.1.2. Subject:

Details:

1.1.3. Subject:

Details:

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.

For the tenderer:

For the Employer:

Signature

Name

Capacity

On behalf of

(Insert name and address of organisation)

KZN Public
Southern Regional Office
10 Prince Alfred Street
Pietermaritzburg

Name & signature of witness

Date

T2.21a CONFIRMATION OF RECEIPT

Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations

Tender no.:	ZNTM01244W	Project Code:	054880
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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 SUMMARY OF QUOTATION

Project title:	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations		
Tender no:	ZNTM01244W	Project Code:	054880

CONTRACTOR TO ATTACH ESTIMATE SUMMARY

**T2.24 - CERTIFIED PROOF OF REGISTRATION ON CENTRAL SUPPLIERS
DATABASE**

Project title:	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations		
Bid no:	ZNTM01244W	Project Code:	054880

**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

T2.25 - CERTIFIED PROOF OF CIDB REGISTRATION NUMBER

Project title:	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations		
Tender no:	ZNTM01244W	Project Code:	054880

**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

T2.26 - PROOF OF PAYMENT OF TENDER DEPOSIT

Project title:	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations		
Tender no:	ZNTM01244W	Project Code:	054880

**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 - OHSE PLAN STRUCTURE			
Project title:	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations		
Tender no:	ZNTM01244W	Project Code:	054880

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;

T2.30 - OHSE CLIENT SPECIFIC REQUIREMENTS	
Project title:	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations
Tender no:	ZNTM01244W
Project Code:	054880

with

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T2.31 - BASELINE RISK ASSESSMENT			
Project title:	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations		
Tender no:	ZNTM01244W	Project Code:	054880

Productivity Schedule

Item	Description	Labour (Team)	Daily output	Unit (Per day)
1	Bricklaying	1 Bricklayer 2 General workers		Bricks
2	Waterproofing (DPM)	3 General workers		m ²
3	Roof Coverings (Tiles)	1 Artisan 2 General workers		m ²
4	Ceilings (Nailed-up)	1 Artisan 2 General workers		m ²
5	Floor Coverings (Vinyl or similar)	3 General workers		m ²
6	Plastering (Internal & External)	1 Plasterer 2 General workers		m ²
7	Screeds	2 General workers		m ²
8	Tiling (Floor and Wall)	1 Tiler 2 General workers		m ²
9	Paintwork (Internal & External)	1 Painter 1 General worker		m ²

T2.35 - Mandatory Criteria Criteria

ITEM	REQUIREMENTS
1.	Previously completed projects of similar nature and nature, List of two (2) similar projects completed in the CIDB General Building (GB) category. Contractor to provide information for the previously completed projects to include:- - i.Appointment Letter/s, - ii.Practical Completion Certificate/s, - iii.Reference Letter/s from Client/Project Manager/Principal Agent (with contact details) for the project/s completed only;
2.	Submission of a project-specific organogram, indicating the individual's role & capacity specific to this project, whether management / technical staff, having the following information: -Name and surname -Number of years of experience (minimum 3yrs or higher) -Role & capacity CVs with references, experience and relevant qualifications of personnel involved in the project as per the Project-specific organogram. [each person must have proven track record in the area of construction being considered with minimum working experience of 3yrs or higher] -Site Foreman -Safety Officer within the project team also demonstrate the registered professional/s to their relevant professional body, -Pr. Structural Engineer and -Entomologist NB: all professionals to be in good standing with their councils.
3.	Submission of a detailed project-specific Method Statement of the proposed methodology approach for construction works, describing the process/approach for completion of the works and the required timelines, considering the context of the site/property and the nature of the project. The following must be considered: -Site organization including material handling and distribution. -OHS management and compliance. -Productivity maintenance and management through programming etc. -Site documentation control and management. -specialist roof Sub-contractor company profile & a signed Letter of intent to be submitted as a resource strategy. -Detailed Construction Programme with list of all activities from inception to completion & key milestones (considering site establishment, hoarding, scaffolding, removal of existing tiles, storage, rubble disposal & specialized trade by roof contractor etc)

Process for Evaluation of Tenders on Mandatory

A.The evaluation criteria for measuring Mandatory Requirements must be objective.

B.Failure to submit any of the stated Mandatory Requirements in the prescribed manner will lead to disqualification.

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	Exempted Micro-Enterprise (EME) Documents Required - Sworn Affidavit; Signed and dated by Comissioner of Oaths	20	Points
Specific Goal 2	0		Points
Specific Goal 3	0		Points
Specific Goal 4	0		Points
Specific Goal 5	0		Points
Specific Goal 6	0		Points
Specific Goal 7	0		Points
Specific Goal 8	0		Points

PART A INVITATION TO TENDER - SBD 1									
YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE KWA-ZULU NATAL DEPARTMENT OF WORKS									
TENDER NUMBER:	ZNTM01244W	CLOSING DATE:	2024/07/11				CLOSING TIME:	11:00	
DESCRIPTION	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations								
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									
KZN Department of Public Works, Head Office, 10 Prince Alfred Street Extension, Pietermaritzburg, 3200									
with NEC3 Conditions of Contract (Option E) 2013 Edition									
NAME OF TENDERER									
POSTAL ADDRESS									
STREET ADDRESS									
TELEPHONE NUMBER	CODE				NUMBER				
CELLPHONE NUMBER									
FACSIMILE NUMBER	CODE				NUMBER				
E-MAIL ADDRESS									
VAT REGISTRATION NUMBER									
	TCS PIN:					CSD No:			
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (Tick YES or NO)	Yes				B-BBEE STATUS LEVEL SWORN AFFIDAVIT (Tick YES or NO)	Yes			
	No					No			
If YES, State the name of the verification agency accredited by SANAS									
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]									
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	
[IF YES ENCLOSE PROOF]					[IF YES ANSWER PART B:3 BELOW]				
SIGNATURE OF TENDERER					DATE				
CAPACITY UNDER WHICH THIS TENDER IS SIGNED (Attach proof of authority to sign this tender; e.g. resolution of directors, etc.)									
TOTAL NUMBER OF ITEMS OFFERED					TOTAL TENDER PRICE (ALL INCLUSIVE)				
TENDERING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:					TECHNICAL INFORMATION MAY BE DIRECTED TO:				
DEPARTMENT/ PUBLIC ENTITY	Department of Public Works				CONTACT PERSON	Mr. Mkuseli Madubela			
CONTACT PERSON	Ms N. Zulu				TELEPHONE NUMBER	033 897 1440			
TELEPHONE NUMBER	033 897 1300/ 033 897 1442				FACSIMILE NUMBER	N/A			
FACSIMILE NUMBER	N/A				E-MAIL ADDRESS	mkuseli.madubela@kznworks.gov.za			
E-MAIL ADDRESS	NelisiweZulu@kznworks.gov.za								

PART B				
TERMS AND CONDITIONS FOR TENDERING - SBD 1				
1. TENDER SUBMISSION:				
1.1. TENDERS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE TENDERS WILL NOT BE ACCEPTED FOR CONSIDERATION.				
1.2. ALL TENDERS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE				
1.3. TENDERERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO TENDERING INSTITUTION.				
1.4. WHERE A TENDERER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE TENDER DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO TENDERING INSTITUTION.				
1.5. THIS TENDER IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT 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 WWW.SAICE.ORG.ZA ; AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.				
2. TAX COMPLIANCE REQUIREMENTS				
2.1 TENDERERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.				
2.2 TENDERERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.				
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.				
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.				
3. QUESTIONNAIRE TO TenderING FOREIGN SUPPLIERS				
3.1. IS THE TENDERER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES		NO	
3.2. DOES THE TENDERER HAVE A BRANCH IN THE RSA?	YES		NO	
3.3. DOES THE TENDERER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES		NO	
3.4. DOES THE TENDERER HAVE ANY SOURCE OF INCOME IN THE RSA?	YES		NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.				
NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE TENDER INVALID.				



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations

THE CONTRACT



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations

C1 - AGREEMENT AND CONTRACT DATA

FORM OF OFFER AND ACCEPTANCE

Tender No - ZNTM01244W



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations

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.

C 1.2 CONTRACT DATA:		
with Conditions of Contract for NEC3/Turnkey Projects - NEC3 - 2013 Edition		
CONTRACT DATA FOR:		
Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations		
Tender no:	ZNTM01244W	
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
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Main Option	
	Main Option	E: Cost Reimbursable Contract
	Dispute resolution Option	W1: Dispute resolution procedure
	Secondary Options (incorporating amendments)	X2: Changes in the law
		X7: Delay Damages
		X13: Performance Bond
		X16: Retention
		of the NEC3 Engineering and Construction Contract, April 2013
10.1	The <i>Employer</i> is (Name)	PROVINCE OF KWAZULU- NATAL DEPARTMENT OF WORKS
	Address	Southern Regional Office
		10 Prince Alfred Strret
		Pietermaritzburg, 3200
	Telephone	033 897 1440
	Email	mkuseli.madubela@kznworks.gov.za
10.1	The <i>Project Manager</i> is:	Mkuseli Madubela
	Address	Southern Regional Office
		10 Prince Alfred Strret
		Pietermaritzburg, 3200
	Telephone	033 897 1440
	Email	mkuseli.madubela@kznworks.gov.za
10.1	The <i>Supervisor</i> is	Tapera Gwaze
	Address	Southern Regional Office
		10 Prince Alfred Strret
		Pietermaritzburg, 3200
	Telephone	033 897 1383
	Email	tapera.gwaze@kznworks.gov.za

11.2 (13)	The <i>works</i> are	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations
11.2 (14)	The following matters will be included in the Risk Register	a) Availability of experienced local subcontractors
		b) Access to Working Areas
		c) Local Business Forums
		d) Site Constraints and Constructability
		e) Unavailability of materials
		f) Payment delays
		g) Inferior quality due to the level of acceleration required
		h) Political unrest and/or Community unrest
		i) COVID19 Pandemic effects and Lockdowns
		j) Scope change due to instructions from DOPW management
		k) Management of consultants
		The Contractor will actively manage all project risks in the Risk Register
11.2 (15)	The <i>boundaries of the site</i> are	Office of the Premier Parkside Residence
11.2 (16)	The <i>Site information</i> is in	Part C4
11.2 (19)	The <i>Works information</i> is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period of reply</i> is	One (1) week
2	The Contractor's main responsibilities	No additional data is required for this section of the <i>conditions of contract</i> .
3	Time	
11.2 (3)	The <i>completion date</i> for the whole of the works is	The completion date for the project is 1 month after the starting date.
11.2 (9)	The <i>key dates</i> and the <i>conditions</i> to be met are	Condition to be met

32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	One (1) weeks
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 <i>works</i> 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
4	Testing and Defects	
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
5	Payment	
50.1	The <i>assessment interval</i> is	Monthly or as required due to the accelerated nature of the project
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payment are made is	45 days from receipt of invoice
51.4	The <i>interest rate</i> is	The prime lending rate of the South African Reserve Bank
6	Compensation events	
60.1 (13)	The <i>weather measurements</i> to be recorded for each calendar month are	The cumulative rainfall (mm) with an allowance of 3 days per month for inclement weather that disrupts works on the critical path as supported by the construction programme.
		The number of days with rainfall more than 10mm.
		The number of days with minimum air temperature less than 0 degrees Celsius.
		The number of days with snow lying at 8:00 hours Central African Time.
		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.
	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 upon designated person from the facility.
	The <i>weather data</i> are the records of past weather measurements for each calendar month which were recorded at:	South African Weather Services
	and which are available from:	South African Weather Services website
7	Title	No data required for this section of the conditions of contract

8	Risks and Insurance	
80,1	These are additional <i>Employer's</i> risks	N/A
84.1	The <i>Employer</i> provides these insurances from the <i>Insurable Table</i>	None
84.1	The Contractor provides these insurances.	
	1. Insurance against:	Loss of or damage to the works, Plant and Materials is as stated in the selected Insurance policy for Contract Works/Public Liability.
	Cover/Indemnity	To the extent as stated in the selected insurance policy for Contract Works/Public Liability.
	The deductibles are:	As stated in the selected insurance policy for Contract Works/Public Liability (Principal Controlled Insurance).
	2. Insurance against:	Loss of or damage to property (except the works, plant, materials and equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising out of or in connection with the performance of the Contract as stated in the selected Insurance policy for Contract Works/Public Liability.
	Cover/Indemnity	Is to the extent as stated in the selected Insurance policy for Contract Works/Public Liability.
	The deductibles are:	As stated in the selected Insurance policy for Contract Works/Public Liability.
	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon.
	Cover/Indemnity	Cover/indemnity is to the extent provided in the SASRIA coupon.

		Where the contract requires that the design of any part of the works shall be provided by the Contractor he shall satisfy the Employer that professional indemnity insurance cover in connection therewith has been effected.
		Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the works at premises other than the site, the Contractor shall satisfy the Employer that such plant and materials, components or other goods for incorporation in the works are adequately insured during manufacture and/or fabrication and transformation to the site.
		Should the Employer have an insurable interest in such items during manufacture of fabrication, such interest shall not be noted by endorsement to the Contractor's policies of insurance as well as those of any subcontractor.
9	Termination	No data required for this section of the conditions of contract
10	Data for Main Option clause	
E	Cost reimbursable contract	
20.4	The Contractor prepares forecasts of Defined Cost for the works at intervals no longer than. Forecasts to be approved prior by the Department.	2 weeks
50.7	The exchange rates are as those published in	the South African Reserve Bank on 20 September 2021
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the Adjudicator, the chairman of the Master Builders association will appoint an Adjudicator
W1.2(3)	The <i>Adjudicator nominating body</i> is	The chairman of the Master Builders association (South Africa)
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Master Builders Association (South Africa)
W1.4(2)	The <i>tribunal</i> is	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The <i>place where arbitration</i> is to be held is	Pietermaritzburg
	The person or organisation who will choose an arbitrator	The chairman of the Association of Arbitrators (Southern Africa)
	if the Parties cannot agree a choice or	
	if the arbitration procedure does not state who selects an arbitrator, is	
12	Data for Secondary Option Clauses	
X2	Changes in the law	No additional data is required for this Option
X7	Delay Damages	
X7.1	Delay damages of the <i>works</i> are	Amount per calendar day is 0.04% of the Prices

X13	Performance bond	
X13.1	The amount of the performance guarantee is	R0.00
X16	Retention	
X16.1	The <i>retention free</i> amount is	R0.00
	The <i>retention percentage</i> is	10% of the estimated total of the Prices at the Contract Date
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	the total of the Prices
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	the total of the Prices
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	the total of the Prices
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all the matters arising under or in connection with this contract, other than excluded matters, is limited to:	the total of the Prices
X18.5	The <i>end of liability date</i> is	5 years after Completion of the whole of the works

Z The Additional conditions of contract are Z1 – Z20	
Amendments to the Core Clauses	
Z1	Interpretation of the law
Z1.1	Add to core clause 12.3: 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:
Z2.1	Delete core clause 20.1 and replace with the following: 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:
Z3.1	Add the following at the end of core clause 27: 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:
Z4.1	Add the following as a new core clause 46: 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
Z4.3	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
Z5	Termination
Z5.1	Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.
Z5.2	The direct fee percentage shall only be applied to any excess of the first forecast of the Defined Cost of the price of the work done to date at termination. This is also subject to the costs of the price of the works done to date of termination being expressly allowed by the Project Manager.

Amendment to the Secondary Option Clauses	
Z6	Performance Bond
	Amend the first sentence of clause X13.1 to read as follows:
Z6.1	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.
	Add the following new clause as Option X13.2:
Z6.2	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
Z7	Limitation of liability:
	Insert the following new clause as Option X18.6:
Z7.1	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
Z7.2	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
	Additional Z Clauses
Z8	Cession, delegation and assignment
Z8.1	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>
Z8.2	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity
Z9	Joint and several liability
Z9.1	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.
Z9.2	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.
Z9.3	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> .

Z10	Ethics
Z10.1	The <i>Contractor</i> undertakes: not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be
Z10.1.1	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;
Z10.1.2	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.
Z10.2	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.
Z10.3	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.
Z11	Confidentiality
Z11.1	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.
Z11.2	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> .
Z11.3	This undertaking shall not apply to –
Z11.3.1	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;

Z11.3.2	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;
Z11.3.3	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);
Z11.4	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>
Z11.5	The <i>Contractor</i> ensures that all his Subcontractors abide by the undertakings in this clause.
Z12	Employer's Step-in rights
Z12.1	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>
Z12.2	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.
Z13	Liens and Encumbrances
Z13.1	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

Z14	Intellectual Property
Z14.1	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.
Z14.2	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the <i>works</i> .
Z14.3	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 <i>works</i> for the purposes of constructing, repairing, demolishing, operating and maintaining the works
Z14.4	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
Z14.5	The <i>Contractor</i> shall indemnify and hold the <i>Employer</i> harmless against and from any claim alleging an infringement of IP rights (“ the claim ”), which arises out of or in relation to:
Z14.5.1	the <i>Contractor's</i> design, manufacture, construction or execution of the Works
Z14.5.2	the use of the <i>Contractor's</i> Equipment, or
Z14.5.3	the proper use of the Works.
Z14.6	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.
Z17	Notification of a compensation event
Z17.1	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.
Z18	BBBEE Certificate
Z18.1	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.

Z19	Delegation
	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:
Z19.1	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
Z20	The Fee shall not be applied to these items
Z20.1	Direct and Sub-contract items, such as site supervision, site accommodation and storage, welfare facilities, health & safety, head office management, shared plant and equipment, the cost of bonds, guarantee or securities, insurance, discount on professional fees, etc.
Z20.2	Please note that total final fees payable will be calculated on final value of contract for "fee purposes" only or final contract cost estimates for "fee purposes" only (both for the applicable discipline) - whichever may be applicable at the time. In addition to this, the total payable fees will be capped at the percentage stated in the form of offer on T2.21.
Z21	Litigation
Z21.1	Both parties reserve the right to pursue resolution of disputes through litigation should adjudication or arbitration fail to resolve any dispute arising.
PART C1.2b CONTRACT DATA	
PART TWO – DATA PROVIDED BY THE CONTRACTOR	
Statement	Data
The Contractor is (Name):	
Address:	
Telephone No.	
Fax No.	
The professional <i>fee percentage</i> is	
The <i>subcontracted fee percentage</i> is	Included above
The <i>working areas</i> 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:		
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 h) Management of Professional Team	
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	

C2.1 PRICING INSTRUCTIONS Conditions of Contract for NEC Projects 2005 Edition			
Project title:	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations		
Tender no:	ZNTM01244W	Project Code:	054880
C2.1 Pricing Instructions: option E Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable") 1 The conditions of contract 1.1 How the contract prices work and assesses it for progress payments Clause 11 in NEC3 Engineering and Construction Contract, 2013 (NEC3) option E states Identified and defined terms 11.2 (23) Defined Cost is • the amount of payments due to Subcontractors for work which is subcontracted without taking account of amounts deducted for ◦ retention ◦ payment to the Employer as a result of the Subcontractor failing to meet a Key Date ◦ payment to the Employer as a result of the Subcontractor failing to meet a Key Date ◦ the correction of Defects after Completion ◦ payments to Others and ◦ the supply of equipment supplies and services included in the charge for overhead cost within the Working Areas in this contract and ◦ the cost of components in the Schedule of Cost Components for other work less Disallowed Cost (25) Disallowed Cost is cost which the Project Manager decides ◦ is not justified by the Contractor's accounts and records ◦ payment to the Employer as a result of the Subcontractor failing to meet a Key Date ◦ should not have been paid to a Subcontractor or supplier in accordance with his contract, ◦ was incurred only because the Contractor did not > follow an acceptance or procurement procedure stated in the Works Information or > give an early warning which this contract required him to give and the cost of ◦ correcting Defects after Completion, ◦ should not have been paid to a Subcontractor or supplier in accordance with his contract, ◦ correcting Defects caused by the Contractor not complying with a constraint on how he is to provide the Works stated in the Works Information ◦ Plant and Materials not used to provide the Works (after allowing for reasonable wastage) unless resulting from a change to the Works Information ◦ resources not used to provide the Works (after allowing for reasonable availability and utilisation) or not taken away from the Working Areas when the Project Manager requested and ◦ preparation for and conduct of an adjudication or proceedings of the tribunal. (29) The Price for Work Done to Date is the total Defined Cost which the Project Manager forecasts will have been paid by the Contractor before the net assessment date plus the Fee. (32) The Prices are the Defined Cost plus the Fee. Appointment of professionals by the Contractor shall be based on relevant current gazetted fee scales MASSES AND MEASURING UNITS These shall be in accordance with the Measuring Units and National Measuring Standards Act No. 76 of 1973 and amendments thereto. 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.			

2

PRICES FOR VARIATIONS

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.

3

SCALE

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.

4

PROVISIONAL ITEMS

All items described as "Provisional" shall be used as directed by the Employer and measured and valued or paid for.

No work for which "Provisional" items are allowed shall be commenced without written instructions from the Head : Public Works.

5

TIMELY ORDERING OF MATERIALS

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.

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.

6

ELECTRICAL LIGHTING, POWER AND WATER REQUIREMENTS

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.

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.

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.

7

IMPORT PERMITS, DUTIES AND SURCHARGES.

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.

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.

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.

8

BROAD BASED BLACK ECONOMIC EMPOWERMENT

1. It is the deliberate policy of the Provincial Administration of KwaZulu-Natal to foster and to encourage the economic empowerment of Black South Africans. This policy will be implemented without prescription and without prejudicing the principles and the integrity of the Provincial Administration of KwaZulu-Natal. Subject to these constraints and also subject to good business practise and commercial consideration, it is therefore considered appropriate that the Provincial Administration of KwaZulu-Natal should encourage business relationships with companies which actively pursue Affirmative Action and Black Economic Empowerment Programmes.
2. In responding to this tender you are therefore encouraged to devote attention to these two subjects of Affirmative Action and Economic Empowerment. In addition, in considering the appointment of sub-contractors, you are requested to extend the spirit of these policies.
3. The foregoing enunciations of this policy are not intended to be prescriptive nor to preclude any individual or operation from responding to this tender.

9

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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.
2. Prospective suppliers will be able to self - register on the CSD website: www.csd.gov.za
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.
4. Suppliers can provide their CSD supplier number and unique security code to organs of state to view their verified CSD information.
5. Tenderers are required to fill in clearly, legibly, in bold print and black ink their CSD supplier number in the space hereunder:

Name of Supplier	
Central Supplier Database (CSD)	
Supplier Number:	

10

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, during the project, which is required to process your payment certificates.

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

Security PIN Number

Company / Entity Tax

Reference Number

11 PRICING SCHEDULE/LUMP SUM DOCUMENT

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.

12

VALUE ADDED TAX

The tender price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the Pricing Schedule must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.

13

PROFESSIONAL FEES AND DISBURSEMENTS

The Contractor entity is to provide a full team of the following experienced and skilled professional consultants who are registered with relevant South African professional bodies and in good standing

Registered Professional Structural Engineer

Registered Entomologist

The services required for the full rollout are inclusive of stages 5-7 in the following order:

- STAGE 5: Construction Documentation and Management (Including On-Site Inspections and reports prior to commencement of works)
- STAGE 6: Handover
- STAGE 7: Close-out

1.0 DETAILED PROJECT SCOPE OF WORKS

The requested disciplines will provide the following services:

1.1 CIVIL/STRUCTURAL ENGINEER

The scope of services is as per the gazetted scope of services for Professional Engineers administered by the Engineering Council of South Africa including but not limited to - Overall coordination of the project implementation, handover and close-out.

- Assessment of the existing facility including its services Preliminary and Detailed Design with cognisance to compliance with construction regulations and other applicable standards

Civil/Structural Engineer will be required to take part in,
Administration

- Compilation of as-built information as and when required

- Issuing of Certificates of Compliance

- Other related Civil and Structural Engineering Services pertinent for the successful completion of this project

The Civil/Structural Engineer will be obligated to comply with The Framework for Infrastructure Delivery and Procurement Management requirements throughout The project rollout when and as instructed by The Department of Public Works.

1.2 ENTOMOLOGIST

- The Entomologist will be required to produce a report based on an inspection for the implementation of the project.

3.0 Costing

3.1 The relevant Fee Guidelines are as per the following table;

DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE
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Engineering Entomologist	ECSA Gazette No. 44333 Board Notice 22 of 2021
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3.2 Your bid is to be based upon the relevant Guideline for Tariff of Fees (Para. ii) as published annually for the respective Discipline Council, less percentage discount (discount percentage on the estimated fee value as above of the Works per discipline) you are proposing for all disciplines as per 3.2.1 above.

3.3 Disbursements as published in the monthly National Department of Public Works "Rates for Reimbursable Expenses" shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc.

3.4 Please note that total final fees payable will be calculated on final value of contract for "fee purposes" only or final contract cost estimates for "fee purposes" only (both for the applicable discipline) - whichever may be applicable at the time. In addition to this, the total payable fees will be capped at the percentage stated in the form of offer on T2.21.

3.5 You are requested to submit your bid using the specified Basis of Appointment indicated herein above under Annexure G on your company letterhead duly signed by the Registered Professional who will be dedicated to this project and is based at the office address where the project is intended to be awarded within five (5) working days.

4.0 CONDITIONS OF APPOINTMENT

4.1 The Bidding entity must have within their employment or display their ability to have access to all the professional consultants as listed in paragraph 3.2.1 above. The bidder is to submit with their bid an originally signed letter from each Professional consultant taking responsibility for the project duly signed by the relevant professional and dated accordingly. All professionals are expected to display high level of professionalism and ethical standards as directed by professional code of conducts published by professional bodies.

4.2 This can be submitted by way of an organogram with details of the Registered Professional who will be leading each discipline and detailed curriculum vitae of the proposed professional/s. Where a resource/professional is being out-sourced, a contract or agreement between both parties is to be submitted.

4.3 You will be expected to attend a maximum of 4 site meetings per month which only will be paid for, based on attendance during the construction process. The cost of these meeting shall be priced as part of the bid offer.

4.4 Consultants must submit all returnable documents as listed on Appendix B herein. Failure to submit all the requested documents could result in the quote not being considered

4.5 Your detailed organogram is to provide details of the various Registered Professional Engineer / Registered Professional Architect / Registered Professional Safety Officer, Entomologist who will be dedicated to this project as well details of who will lead the team. Approval must be made in writing to the Department for any replacement of the designated professional/s.

4.6 Appointment will be as per Departmental Standard Conditions of Appointment for the respective Discipline

4.7 The consultant's remuneration will be calculated according to the recommended percentage fee scale but the terms and conditions of the appointment will be according to the NEC3 consultant agreement with the consultants and subject to approval by the Department of the terms and conditions applicable.

Discipline (see the attached Appendix C and Appendix D)

14

PRICED CONTRACT WITH BILL OF QUANTITIES

NEC 3 CONTRACT (option E) - Design and Construct

15

IMPORTANT NOTE: The Professional Team is required to ensure that Amafa approval is sought prior to commencement with works on site.

C3.1 SCOPE OF WORKS Conditions of Contract for NEC3, 2013 Edition			
Scope of Works complied in accordance with SANS 10403 where reference is made to this part of SANS 1921-1:2004			
Project title:	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations		
Tender no:	ZNTM01244W	Project Code:	054880
SECTION 1			
1	EXTENT OF THE WORKS		
1.1	EMPLOYERS OBJECTIVES		
with NEC3 Conditions of Contract	Office of the Premier requested an "URGENT" assistance with the repairs & renovations of the roof & other internal repairs as the current Premier is utilizing the premises as his official residence, see instruction letter dated 26 June 2024 (see Annexure A). The KZN DPW desires to select a cooperative, highly functional Bidder to provide a "design and 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. The KZN DPW requests integrated design concepts that will provide the needed amount of space, with the highest design and construction quality.		
1.2	OVERVIEW OF THE WORKS		
	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations		
1.3	EXTENT OF THE WORKS		
	•Current roof structure is a very steep 45 degrees pitch with multi-faceted fish scale slate Mansard roof tiles & in some areas it is the pyramid roof covered in slate tiles and minimum area is the flat roof covered in metal sheet as per the Victorian architecture the main house presents itself. •Current style impose rooflines with many gables facing different directions it is suspected major leaks emanate from all around roof valley iron sheeting joints and roof ridges, which might be a result of manufactures' warranty lapse, dpc sisalation underlay and movement of tiles creating holes in some areas of the roof. •roof leaks/water marks are evident on the internal walls of some rooms in the main building. •The exact full extent of defect cannot be detected at this stage as that can be left to the turnkey team roof specialist & their professionals to dig deeper. •The professionals team (Architect, Structural Engineer) together with a roof specialist to investigate all possible leaks on the roof, which might be due to lack of maintenance & inclement weather. •Therefore, repairs & renovations to existing external roof areas like; valley joints, roof apex, sisalation underlay, structural defects on trusses, treat overhangs, tiles replacement, waterproofing in joints, gutters & downpipes affected, confirm closure on beam filling etc •Repairs to internal areas affected by roof leaks; new ceilings, cornices, internal wall painting & ceiling mounted light fittings. •The flat roof sheeting above the living room area with a low pitch of 7 degrees proves to have holes allowing water to penetrate & damage the ceilings & walls including carpet. •Therefore, upgrade to include the required redecoration of rundown finishes & joinery fittings etc. •Appropriate Health & Safety specification for working on heights etc to be considered for this type of roof structure with pitches. The contract comprises of inspection and replacement of existing roof construction and roof coverings and other related works in line with Amafa Approval. Add stages such as: Stage 5-7 Stage 5: Construction and Construction management – Output: Contract Execution (Including on site inspections and reports before construction)		

Phase 1 - FIDPM Gate 1 to 4: Review of project life cycle stages and on-site inspections and reports
Resources by Contractor Include Structural Engineer, Safety Officer and Entomologist

Phase 2 - FIDPM Gate 5 to 7: Construction, Contract Administration and Close Out
Resources by Contractor Include Structural Engineer, Safety Officer, Foreman Subcontractors, Entomologist and Artisans

1.4 TEMPORARY WORKS

All temporary work to comply with the Occupational Health and safety Act (Act 85 of 1993)

2 **ENGINEERING**

2.1 EMPLOYER'S DESIGN

No design is provided by the Employer

2.2 DESIGN BRIEF

Repairs and renovations to the existing dilapidated structure.

2.3 DRAWINGS

The contractor to provide all as-built drawings which must be signed off by the Contractor's responsible person before issue to the Project Manager

2.4 DESIGN PROCEDURES

The Architectural design complies with SANS 10400 and the mechanical and electrical works comply with IUS, KZN Health Policy R158, SANS 10142, 10140, 10044, 460, 10252, 0103, 347, ISO 17020, BS1640, BS21. 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, alternative energy usage, energy conservative fittings and equipments, encourage the use of locally available materials and promote the development of indigenous knowledge systems. Materials and finishes specified to be of high standard, very robust with longevity, Ensure very low maintenance and comply to anti-vandal requirements for an Office environment. All storm water management to minimise the use of pipes and ensure the use of surface drain channels for the ease of maintenance. Bidder will be subjected to seek approval from the Departmental Design Review Committee, Relevant Local Authorities and any applicable legislative body prior to commencement of the construction processes.

Architectural and Engineering designs to comply with:

No.	TITLE
SANS 10400	National Building Regulation
SANS 10142	The Wiring of Premises Part 1: Low Voltage Installations
SANS 10313	The Protection of structures against Lightning

3 PROCUREMENT

3.1 PREFERENTIAL PROCUREMENT PROCEDURES

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. Tenderers are referred to www.kzntreasury.gov.za for access to the relevant documents.

Tenderers are advised to familiarize themselves with the contents of the KwaZulu-Natal Supply Chain Management Policy Framework regarding Preference Point Systems, evaluation of tenders appeals and other matters.

3.2 RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT

NOTE : This project will be adjudicated in terms of the applicable preference points system based on the offer.

3.3 SCOPE OF MANDATORY SUBCONTRACT WORK

Only those tenderer's who satisfy the following pre-qualifying criteria in relation to the Preferential Procurement Regulations (2017), targeted sub-contracting, etc. are eligible to have their bids evaluated:

3.4 PREFERRED SUBCONTRACTORS/SUPPLIERS

3.5 SUBCONTRACTING PROCEDURES

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 APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

The designs to conform to:	
No.	TITLE
SANS 10400	National Building Regulation
SANS 10142	The Wiring of Premises Part 1: Low Voltage Installations
SANS 10313	The Protection of structures against Lightning

4.3 PARTICULAR / GENERIC SPECIFICATIONS

The Contractor is referred to the following documents whether attached to this document or not:

<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 CERTIFICATION BY RECOGNIZED BODIES

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. South Africa Qualification Authority - SAQA registered Artisans.

4.5 AGRÉMENT CERTIFICATES

Not applicable

4.6 PLANT AND MATERIAL PROVIDED BY THE EMPLOYER

Not applicable

4.7 SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

Not applicable

4.8 OTHER SERVICES AND FACILITIES

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

MANAGEMENT

5.1 APPLICABLE SANS 1921 STANDARDS

Tenderers are referred to
SECTION 2 : SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 IN THIS DOCUMENT

5.2 RECORDING OF WEATHER

The Contractor shall keep record of abnormal climatic conditions to facilitate the adjudication of claims for extension of the contract period.

The Contractor shall allow in his programme for the following number of days for rain days (rain > 10mm per day) as per the table below:

CURRENT YEAR			YEAR + 1	YEAR + 2
January	w/days	3	3	3
February	w/days	3	3	3
March	w/days	3	3	3
April	w/days	3	3	3
May	w/days	3	3	3
June	w/days	3	3	3
July	w/days	3	3	3
August	w/days	3	3	3
September	w/days	3	3	3
October	w/days	3	3	3
November	w/days	3	3	3
December	w/days	3	3	3

5.3 MANAGEMENT MEETINGS

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.

Proper minutes of these meetings will be kept by the Employer/Principal Agent and copies will be circulated to all persons attending the meetings and to others who need to be kept informed.

5.4 FORMS FOR CONTRACT ADMINISTRATION

The Employer shall provide all necessary forms.

5.5 ELECTRONIC PAYMENTS

The Contractor shall provide all required information to the Employer to facilitate electronic payments upon request.

5.6 DAILY RECORDS

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.

5.7 BONDS AND GUARANTEES

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.

5.8 PAYMENT CERTIFICATES

Requirements will be in accordance with the Employers prescriptions.

5.9 PERMITS

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.

5.10 PROOF OF COMPLIANCE WITH THE LAW

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
- Concrete test and cube certificates
- Waterproofing Guarantee certificates
- TR1 and TR2 prefabricated roof truss certificates
- Electrical and Mechanical test certificates
- Plumbing and drainage pressure test certificates
- Fire Compliance Certificate
- Entomology Certificate
- SANS 10400-A:2010 compliance certificates
- Latest National Building Regulation

5.11 INSURANCE PROVIDED BY THE EMPLOYER

Not Applicable

SECTION 2

SPECIFICATION DATA ASSOCIATED WITH SANS 1921-2004

Clause
Numbers

4.1.7 The requirements for drawings, information and calculations for which the Contractor is responsible are:

All designs, drawings, documentation, specification and programmes for the execution of the works

4.2.1 The responsibility strategy assigned to the Contractor for the works is:

Design and build the entire project

4.2.2 The professional team is:

To be provided by the contractor as per bid document

4.2.3 Drawings & other info are to be submitted in accordance with the contractors programme

All drawings, documentation, specification and programmes for the execution of the works

4.3 The planning, programme and method statement are to comply with the following:

Industry best practice, norms and standards

4.12.1 Samples of materials

The work is to be executed with materials of the best specified and in the most substantial and workmanlike manner under the inspection of the Employer and to his satisfaction.

The Contractor shall furnish, without delay, such samples as called for or may be called for by the Employer, who may reject all materials or workmanship not corresponding with the approved sample.

The samples of materials, workmanship and finishes that the Contractor is to provide and deliver to the employer are:

- Tile sample.
- Brick sample.
- Light fitting sample.
- Screed panel 2m x 2m impact test.
- Tested trial mix to be approved by the Engineer.

4.12.2 Fabrication drawings that the contractor is to provide to the employer are:

Roof truss construction, steel fabrication, joinery, etc.

4.12.3 Office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:

OFFICE FOR FOREMAN

Provide, erect, maintain and remove at completion a suitable temporary office for the Contractor or his Foreman, perfectly secured, lighted and ventilated and having a desk with drawers.

TELEPHONE

The Contractor shall provide a telephone on the site for the use of the Contractor and all Sub-Contractors for the duration of the Contract, and must make the necessary application for connection, give all notices and pay all fees, rentals and charges for the service and also for all calls.

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 3m on plan and 3m 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 300mm above the ground level. A lockable door and a window, which provides adequate light and ventilation, shall be fitted.

An office constructed of 115mm 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.

SHED

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.

4.14.6 The requirement for provision and erection of signboards are:

Supply, erect, maintain and remove at completion a painted notice board, size overall 2800 x 2345mm 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.

4.17.1 Requirement for the termination, diversion or maintenance of existing services:

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.

4.17.3 Services which are known to exist on the site:

Investigate and provide detail drawings.

4.17.4 Requirement for detection apparatus

None

4.18 ADDITIONAL HEALTH AND SAFETY REQUIREMENTS ARE:

By the submission of a tender, any Tenderer 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 Tenderer 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.

Tenderers 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 Tenderer and submitted with the other tender documents at the time of tender. Failure to do so will invalidate the tender.

Tenderers 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'. Tenderers are also advised that such a plan which is submitted with a tender but is incomplete or considered inadequate by the Employer or his Representative will invalidate the tender.

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

4.22 WORK BY NOMINATED AND SELECTED SUBCONTRACTORS COMPRISE:

[Provide list of applicable contractors]

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:

with
NFC

- 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:

Payment Claim number:

Period covered by payment claim:

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

Conditions of Contract (Option E) 2013 Edition

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

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

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

5. HIV awareness programme (briefly describe action).

C4.1 SITE INFORMATION Conditions of Contract for NEC3, 2013 Edition			
Project title:	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations		
Tender No.	ZNTM01244W	Project Code:	054880
C4.1 Site Information			

C4.1 GENERAL

- (a) Site is a live environment. Caution must be made not to disrupt the day to day functions of the surrounding buildings, staff, patients, and general public accessing the facility. Site to be kept clean and neat at all times. All work and machinery are to be safely hoarded off.
- (b) The property is currently defined as Portion 1 of Erf 378 located at corner of Topham Road and College Road. This asset is classified as part of Prestige Portfolio.

The size of the property is 31 832 square metres (3, 1832 hectares) with buildings comprising of the main house (approximately 680m²) , two conference facilities, staff quarters and office facilities.

This is a prestige heritage property built in 1880 for Theophilus Shepstone, Native Affairs Commissioner. In 1942 it was acquired by the Administrator of Natal as an official residence and in 1994 transferred to the property portfolio of the democratic government. The main building is a Pietermaritzburg Red Brick Victorian structure.

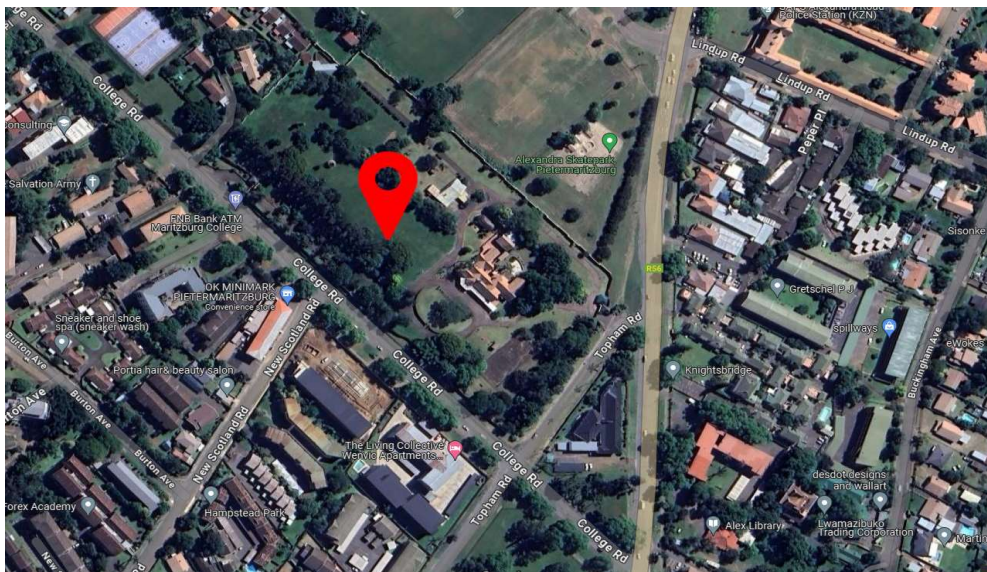
- (c) Special care must be taken to limit noise and not disrupt current and adjacent buildings, as well as the day to day functioning of the building. Works will take place on the roof of the facility which must be kept protected from any water damage during construction and when the contractor is not on site. The contractor is to take note of the handling requirements for materials from the contractors yard.

C4.2 GEOTECHNICAL INVESTIGATION REPORT

- (a) It is the responsibility of the contractor to do conduct sufficient geotechnical investigation to inform project civil and structural design proposals.

C4.2 SITE AERIAL PHOTOGRAPHS Conditions of Contract for NEC3, 2013 Edition			
Project title:	Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations		
Tender No.	ZNTM01244W	Project Code:	054880
C4.2 Site Aerial Photographs			

C4.2 GENERAL AERIAL PHOTOGRAPH OF THE SITE



C4.3 AERIAL PHOTOGRAPHS IDENTIFYING EXISTING BUILDINGS (MOBILE UNITS AND STRUCTURES) / SITE AREA FOR DEVELOPMENT

C5.1 - LIST OF DRAWINGS/ANNEXURES

Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations

Tender No.:	ZNTM01244W	Project Code:	054880
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DRAWING NO

DESCRIPTION

As Built Drawings of Main House

Contractor and Professional team to design and develop drawings where applicable

ANNEXURES

Annexure 1	Model Preambles for Trades 2008
Annexure 2	Map of Tender submission location
Annexure 3	N/A
Annexure 4	Builders Lien Agreement
Annexure 5	Joint Venture Agreement
Annexure 6	0
Annexure 7	0
Annexure 8	0
Annexure 9	0
Annexure 10	0
Annexure 11	0





MODEL PREAMBLES FOR TRADES

2008

*forming part of
the bills of quantities*

Project:

Contract Reference Number:

EXPLANATORY NOTES AND INSTRUCTIONS ON THE USE OF THESE MODEL PREAMBLES

1. The document

- 1.1 This document is published by and is available from the Association of South African Quantity Surveyors, P.O. Box 3527, Halfway House, 1685. Telephone (011) 315 4140. E-mail: administration@asaqs.co.za
- 1.2 The contents of this document are intended to cover workmanship and materials encountered in a significant majority of projects. If a material is not encountered in a significant majority of projects, its preamble will in all likelihood not be included in this document
- 1.3 By its very nature, this document is a "Model" document and one that is designed to act as a basis upon which to build. It is anticipated that it will be supplemented by a "Supplementary Preambles" document included in the text of the bills of quantities that will include, *inter alia*, the following:
 - 1.3.1 supplementary clauses of a general nature that practitioners may deem necessary to cover their own individual requirements,
 - 1.3.2 additional clauses pertaining to specific materials incorporated in a project and not covered by the Model Preambles,
 - 1.3.3 amendments to anything contained in the Model Preambles. A clause has been incorporated in the "General" section of the document stipulating that anything contained in the "Supplementary Preambles" which is at variance to that which is contained in the Model Preambles, will take precedence over the Model Preambles and apply to the works in hand
- 1.4 It is intended that this document will be used by reference only in the text of the bills of quantities and will NOT be bound or reproduced therein

2. The basic philosophy

- 2.1 Wherever possible, reference has been made throughout the preambles to South African National Standards (SANS) to describe materials and methods respectively. It is therefore incumbent on the users of these preambles to have ready access to the relevant Specifications and Codes. Where such Specifications or Codes do not exist, suitable preambles have been compiled
- 2.2 These preambles have been designed to assist in abbreviating descriptions in the text of the bills of quantities and practitioners are encouraged to make use of this facility. e.g. The description of a stormwater catchpit would read:

"Brick stormwater catchpit size internally 600 x 400 x 1 200mm deep to invert fitted with and including a 450 x 300mm x 59kg cast iron grating and frame"
- 2.3 Wherever alternatives exist in respect of materials or workmanship, specific choices have been made in these preambles. Should users require different choices to specific items, these should be referred to in the Supplementary Preambles as outlined in clause 1.3

3. Additional notes in the use of these Model Preambles

3.1 Concrete, Formwork and Reinforcement

The Project Specification embodied in these preambles was compiled in collaboration with the Authors of SANS 1200G, which forms the basis for the Concrete, Formwork and Reinforcement model preambles

Users of these preambles are advised to submit a copy of the Model Preambles to the Engineers involved in a project for their scrutiny. Any amplifications, amendments, etc required by individual Engineers would then be incorporated in the Supplementary Preambles referred to in item 1.3

3.2 Roof Coverings

The roof coverings included in these Model Preambles are limited in their content and therefore any roofing material not included in these Preambles will need to have its full preamble included in the Supplementary Preambles

3.3 Structural Steelwork

The comments made under item 3.1 apply equally to Structural Steelwork

Note that the protective treatment of the structural steel covers only the treatment up to and including the primer (and patching after erection). The finishing coats of paint must be fully described and included either in the "Structural Steelwork" or in the "Paintwork" trade, as the practitioner wishes

MODEL PREAMBLES FOR TRADES

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A. GENERAL

A.1 APPLICATION OF CLAUSES

These Model Preambles for Trades, and any Supplementary Preambles, shall be read in conjunction with and shall form part of the descriptions of items in the bills of quantities

Where descriptions or Supplementary Preambles in the bills of quantities differ from these Model Preambles for Trades, the descriptions or Supplementary Preambles in the bills of quantities shall take precedence. Where supplementary preambles differ from descriptions in the bills of quantities, the descriptions in the bills of quantities shall take precedence

Except where otherwise stated, all preambles contained in any individual Trade Preamble shall apply equally to any work of a similar nature in all other trades

A.2 ABBREVIATIONS

The following abbreviations shall apply:

AASHTO	–	American Association of State Highway and Transportation Officials
AISI	–	American Institute of Steel Industries
BS	–	British Standard
CKS	–	Coordinating Specifications issued by the Central Coordinating Committee under the auspices of the South African Bureau of Standards
CSIR	–	Council for Scientific and Industrial Research
SANS	–	South African National Standards and the number following shall refer to the relevant specification or code of practice as the case may be

A.3 MATERIALS AND WORKMANSHIP

Materials and workmanship shall be the best of their respective kinds. Only new and undamaged materials shall be used in the Works. Materials to be permanently installed into the works shall not be used for any temporary purposes on site. Work shall be to the approval of the Principal Agent and shall be executed in accordance with the relevant manufacturer's written recommendations and instructions where applicable

A.4 PROPRIETARY PRODUCTS

For the purposes of submission of tenders, rates for items described in the bills of quantities by trade names, catalogue references, etc shall be for the particular type and manufacture specified

The approval of the Principal Agent shall be obtained prior to any substitution and where products or materials etc other than those specified are used, adjustments in the rates will be made if necessary

A.5 ASSEMBLING

Rates for manufactured items shall include assembling complete and handing over in proper working order

A.6 REFERENCES IN DESCRIPTIONS

Any references given in brackets at the end of certain descriptions shall refer to the relevant references on the drawings or schedules

A.7 WATER

Water shall be clean and free from injurious amounts of acids, alkalis, organic matter and other substances and shall be suitable for its intended use

A.8 APPLICATION OF THE NATIONAL BUILDING REGULATIONS

All work shall be executed in accordance with the requirements of SANS 10400

A.9 ACCURACY IN BUILDINGS

The dimensional and positional accuracy of the buildings and their component parts shall comply with Grade II requirements of SANS 10155 unless otherwise stated

A.10 REFERENCES TO OTHER DOCUMENTS

References in these "Model Preambles for Trades" to other documents, including SANS, CKS and BS, shall pertain to the latest edition thereof including all amendments thereto at the date for submission of the tender

B. ALTERATIONS

B.1 ALTERATIONS

In taking down and removing existing work the utmost care shall be observed to prevent any structural or other damage to remaining portions of the building. The Contractor shall ensure the stability of all structures during alteration work

Special care shall be exercised during the progress of the work to ensure that any electrical installations, water supply pipes, telephone and other services which may be encountered are not interfered with and notice shall be given to the Principal Agent if any disconnection or alterations become necessary

The Contractor shall take all precautions necessary to prevent any nuisance from dust whilst carrying out the work

B.2 MATERIALS FROM THE ALTERATIONS, CREDIT, ETC

Materials recovered from the alterations (except where described as to be re-used or to be handed over to the Employer) will become the property of the Contractor, who may allow credit in respect thereof where provided for in the bills of quantities. Such materials shall not be re-used in new work without written permission from the Principal Agent

Materials described as "removed" shall be removed from the site immediately.

Materials described as "handed over to the Employer" shall be carefully dismantled where necessary, neatly stored under cover on the site where directed and protected from damage, until required

Materials described as "set aside for re-use" shall be carefully dismantled where necessary, cleaned, neatly stored under cover and protected from damage until required for re-use. Any damage caused to such materials during removal, storage or refixing shall be made good at the Contractor's expense

B.3 DISPOSAL OF DEBRIS ETC

The Contractor shall be responsible for the removal from the site of all materials, debris and rubbish resulting from the alterations

B.4 MAKING GOOD DAMAGED WORK

The Contractor shall make good in all trades to existing work where damaged or disturbed through the alterations with all necessary new materials to match the existing

B.5 FORMING NEW OPENINGS OR ALTERING OPENINGS IN EXISTING WALLS

Where new openings are formed or openings altered in existing walls, the wall above the opening shall be broken out and a new brick, in situ concrete or prestressed concrete lintel inserted, complete with all necessary reinforcement, formwork, turning piece, etc, the jambs and portions of openings as described shall be built up with new brickwork or blockwork properly toothed and bonded to existing, cavities of hollow walls shall be closed where necessary and finishes shall be made good all round and into reveals

B.6 BUILDING UP OPENINGS

Where existing openings are given in number as built up, the existing surfaces all round shall be prepared as necessary, brickwork or blockwork properly toothed and bonded to existing, wedged up to underside of existing lintel and finishes shall be made good on both sides

C. EARTHWORKS

C.1 DEMOLITIONS

C.1.1 Nature and extent

Descriptions of demolitions give a rough guide only as to the scope of the work. Tenderers are therefore advised to visit the site before submitting a tender and to acquaint themselves with the nature and extent of the work to be done and the value of recoverable materials which are not to be re-used or handed over to the Employer. Unless otherwise stated, loose furniture, kitchen and other equipment, apparatus, machinery, etc shall remain the property of the Employer and the removal thereof does not fall within the scope of this Contract

The Contractor shall completely demolish the buildings etc in a careful, skilful, practical and safe manner down to 150mm below ground level

Demolitions shall include breaking up and removing:

all floors and surface beds;

all external screen walls, steps, ramps, aprons, surface water channels, rainwater sumps, gulleys, etc attached to the building to be demolished;

all services, manholes, etc in ground to a point not less than 1m beyond the perimeter of the building including plugging off ends of all remaining pipes, drains, etc, filling in holes where necessary and ramming and levelling to ground level

Where only a portion of a building is to be demolished, it shall be done without damage to the remaining portion of the building. Any such damage shall be made good by the Contractor at his own expense

C.1.2 Notices etc

The Contractor shall, before commencing work, obtain all necessary authorisation for carrying out the work, by whatever means including the use of pneumatic equipment or blasting, give all necessary notices and pay all charges and fees in connection therewith. He shall also comply with all regulations pertaining to rodent extermination and he shall obtain the requisite Rodent Extermination Clearance Certificate and pay all necessary fees. All receipts and certificates shall be left in the safekeeping of the Principal Agent. All the abovementioned charges and fees shall be paid by the Contractor and included in his prices

The Contractor shall give ample notice to the Principal Agent and Local Authorities regarding any disconnections necessary prior to the removal or interruption of electrical or telephone cables, water and sanitary services etc

C.1.3 Loss

After the handing over of the site to the Contractor, the full risk of any loss or damage to buildings to be demolished shall be the responsibility of the Contractor and he shall take such precautions as he deems necessary against such loss or damage

C.1.4 Materials from the demolitions, credit, etc

Materials recovered from the demolitions will become the property of the Contractor, who may allow credit in respect thereof where provided for in the bills of quantities. Such materials shall not be re-used in any new work without written permission from the Principal Agent

C.1.5 Disposal of debris etc

The Contractor shall be responsible for the removal from the site of all materials, rubble, debris and rubbish resulting from the demolitions

C.2 SOIL INSECTICIDES

The application of soil insecticides shall be carried out in accordance with "The application of soil insecticides for the protection of buildings" - SANS 10124

C.3 FILLING ETC

C.3.1 Filling generally

Filling over site shall be spread, levelled, watered and consolidated in layers not exceeding 300mm

Filling under floors and backfilling to excavations shall be suitable inert material, free from clay, vegetable matter, large stones, etc, having a maximum plasticity index of 10, spread, levelled and compacted to a density of at least 90% Mod. AASHTO

C.3.2 Hardcore

Hardcore shall be broken stone or other approved hard material graded from 25mm to 75mm with the finer material on top and shall be spread, levelled and consolidated

C.4 EXCAVATIONS

C.4.1 Classification of excavated material

"Hard rock" shall mean granite, quartzitic sandstone or other rock of similar hardness, the removal of which requires drilling, wedging and splitting or the use of explosives

"Soft rock" shall mean hard material the removal of which warrants the use of pneumatic tools and includes hard shale, ferricite, compact outcrop and material of similar hardness

"Earth" shall mean all ground other than that classified as "hard rock" or "soft rock" and shall include made-up ground and any loose stones or pieces of concrete not exceeding 0,03m³ in volume

D. CONCRETE, FORMWORK AND REINFORCEMENT

D.1 SPECIFICATION FOR CONCRETE WORK GENERALLY

All in situ concrete work (plain and reinforced) shall comply with SANS 1200G supplemented by the following Project Specification. Where SANS 1200G and the Project Specification are in conflict, the Project Specification shall take precedence

Wherever the term "Engineer" appears in SANS 1200G or in the following Project Specification this shall be deemed to mean the Principal Agent's representative responsible for this section of the Works

PROJECT SPECIFICATION

The following amplifications, additions and amendments to SANS 1200G shall constitute the Project Specification. Clause numbers refer to either the existing clauses in SANS 1200G or to new clauses, which are related to the existing clauses

1. SCOPE

This clause is amended to include:

- 1.1 This specification does not cover the methods by which the finished structure is to be measured for the purpose of payment and the "Standard System of Measuring Building Work" shall apply

2. INTERPRETATIONS

2.1 SUPPORTING SPECIFICATIONS

Clause 2.1(b) shall not apply

2.2 APPLICATION

This clause shall not apply

4. PLANT

4.5 FORMWORK

4.5.2 Finish

Unless otherwise stated the quality of all formwork shall be such that the finished surface of the concrete is "Rough" in terms of clause 5.2.1(a)

5. CONSTRUCTION

5.2 FORMWORK

5.2.1 Classification of Finishes

- (a) **Rough.** No treatment of the surface of the concrete will be required after the striking of the formwork. The finish of the concrete need not be more accurate than Degree of Accuracy III
- (b) **Smooth.** Imperfections such as small fins, bulges, irregularities, surface honeycombing and surface discolorations shall be made good and repaired by approved methods. The finish of the concrete shall be accurate to Degree of Accuracy II
- (c) **Special**
- (i) **Smooth and fair**

This class of finish requires the highest standard of concrete work, formwork, accuracy and technique

Concrete placed in any one structure to give this finish shall be made from cement and aggregates from the same source. The grading of the aggregate shall be kept constant

Formwork shall be metal, wrot timber or other approved material in new condition designed and constructed to suit the particular job in hand and with shutter bolts and joints between panels in a regular pattern approved by the Principal Agent. Joints between panels shall be watertight, but the use of sealing tape which will mark the concrete shall not be permitted

Designated joints shall be in the position and of the details shown upon the working drawings. Should the Contractor wish to incorporate further construction joints or amend the position of those shown to suit his own requirements or technique, this may be allowed provided that all design considerations are met, that the prior approval of the Engineer is obtained and that any extra costs are borne by the Contractor

In the case of horizontal construction joints, the top edge of the concrete on the smooth and fair finished side shall be struck true and level with a trowel

Special care shall be taken to ensure that forms are clean and free of all pieces of tying wire, nails and other debris at the time of concreting

The standard of finish shall be such that upon removal of the formwork, no further treatment, other than treatment of bolt holes if required, shall be found necessary to provide a straight, smooth and uniform finish of good quality and consistent colour and texture, free of all honeycombing etc. Any defect shall be made good by either removing and replacing the defective concrete or, in certain instances only, by patching

5.5 CONCRETE

5.5.1.6 Prescribed mix concrete

Where prescribed mix concrete is specified the proportions of constituents, the maximum size of coarse aggregate and the estimated minimum compressive strength shall be as specified in the following table:

Class of Concrete	Estimated minimum compressive strength in MPa at 28 days	Maximum nominal size of coarse aggregate in mm	Proportions of Constituents		
			Cement (Parts)	Fine aggregate (Parts)	Coarse aggregate (Parts)
A	7	37,5	1	4	8
B	15	19	1	3	5
C	20	19	1	2,5	3,5

Cement shall comply with SANS 50917-1 of strength 32,5N or higher

Should cement and aggregates be mixed by volume, the contents of a 50kg sack of cement shall be taken to be 0,033m³

Notwithstanding the requirements contained in SANS 1200G, the Principal Agent may permit certain items of non-structural concrete to be mixed by hand

If the concrete is mixed by hand, it shall first be mixed in a dry state on a clean non-absorbent surface until it is of uniform colour and consistency. Just enough water shall then be added to permit mixing and working, at which stage the concrete shall continue to be mixed until it is of uniform colour and consistency

5.5.1.7 Strength concrete

Where strength concrete is specified it shall be designated by its specified strength followed by the size of stone used in its manufacture, eg 30 MPa/19mm

The water/cement ratio shall be as Table 5 of clause 5.5.1.5 for moderate exposure conditions

5.5.1.8 "No-Fines" concrete

"No-fines" concrete shall consist of one part cement to eight parts aggregate graded from minimum 6mm to maximum 13mm size

The quantity of water used shall be just sufficient to form a smooth grout which shall completely coat every particle of aggregate and also to ensure that the grout is just wet enough to form a small fillet at each point of contact between the stones. "No-fines" concrete mixed with excessive water, which results in a thin grout, which drops off the aggregate, will be rejected

"No-fines" concrete shall be placed in its final position within 20 minutes of mixing and shall be placed in continuous horizontal layers. Concrete shall be spade worked sufficiently to ensure that it fills the forms but vibrating, tamping or ramming will not be permitted

5.5.3.2 **Ready-mixed concrete**

The use of ready-mixed concrete and the acceptability of test results from a central concrete production facility shall be subject to the written approval of the Engineer

6. **TOLERANCES**

Degree of Accuracy II shall apply for all work unless otherwise stated

7. **TESTS**

7.1 **FACILITIES AND FREQUENCY OF SAMPLING**

7.1.2 **Frequency of sampling**

7.1.2.5 The frequency of sampling shall be as directed by the Engineer, but not less than one set of cubes from every 50m³ cast

8. **MEASUREMENT AND PAYMENT**

This clause shall not apply

D.2 **AGGREGATES OF LOW DENSITY**

Aggregates of low density shall comply with SANS 794

D.3 **HOLLOW BLOCKS, PREFABRICATED BLOCK BEAMS AND PLANKS, ETC**

Blocks, block beams, planks, etc shall be fixed and supported in such a manner that no movement can take place before or during the casting of concrete. No broken components shall be used

D.4 **SUPERVISION**

A competent and experienced foreman shall superintend personally the whole of the concrete construction and pay special attention to:

- (a) The quality, testing and mixing of materials,
- (b) The placing and compaction of concrete,
- (c) The construction and removal of formwork and
- (d) The sizes and position of reinforcement

The Contractor shall obtain the permission of the Principal Agent before commencing concreting of foundations or reinforced structure

No inspection, approval, authorisation to proceed, comment or instructions following from such an inspection, or failure of the Principal Agent to comment on any particular aspect of the work, shall be deemed to relieve the Contractor in any way from his obligation to ensure through his own supervision that the work is constructed in every way in accordance with the Drawings, Specification and Conditions of Contract, nor relieve him from his obligations to make good any fault or defect, nor shall it be deemed that there is any obligation on the Principal Agent to inspect all or any part of the Works or that such inspection is necessarily complete in every respect

D.5 **GENERAL**

Concrete

Rates for concrete work shall include all "construction joints" other than "designated joints" as defined in SANS 1200G clause 2.4.3 which are measured separately, and for the design of strength concrete mixes and all testing of concrete and materials other than compressive strength testing of concrete samples taken from concrete being placed in the Works. The Contractor shall only be entitled to payment for those samples and compressive strength tests called for by the Engineer and which pass the test requirements

Surface beds cast in panels shall be cast in panels approximately 9m²

Formwork

Formwork to slabs and beams shall be cambered where required

Rates for formwork to soffits shall include propping not exceeding 3,5m high unless otherwise described.

Formwork to walls and columns is not exceeding 3,5m high above bearing level unless otherwise described

Reinforcement

Standard welded steel fabric reinforcement shall be as included in Table 1 of SANS 1024 and shall have 300mm wide laps.

The mass of binding wire is not included in the mass of the reinforcement and the cost thereof shall be included in the rates for the reinforcement

E. PRECAST CONCRETE

E.1 MATERIALS AND WORKMANSHIP

Materials and workmanship shall comply with the following standards:

Precast concrete paving slabs SANS 541

Cement, water, aggregates and reinforcement shall be as described under D. CONCRETE, FORMWORK AND REINFORCEMENT

E.2 CONCRETE

Concrete shall be as described under D. CONCRETE, FORMWORK AND REINFORCEMENT and unless otherwise stated shall be prescribed mix concrete Class C but with coarse aggregate of an appropriate size

E.3 MOULDS

Before each casting, moulds shall be coated with a suitable release agent which will not in any way discolour the surface of the finished product or impair its strength. Where items are described as "finished smooth from the mould" or as "precast terrazzo", moulds shall be made to a high degree of accuracy and shall be such as to leave even and smooth surfaces

E.4 FINISHES TO BLOCKS

Where described as "precast terrazzo", such surfaces shall have a facing of terrazzo described under O. PLASTERING. The facing shall be poured into the moulds in a wet state (not dry pressed) and thoroughly worked up against finished faces to ensure that it finishes smooth from the mould

Projections shall be rubbed off and faces shall be of even colour and free from blemishes, cracks and other imperfections. Salient angles shall be arris rounded

E.5 CASTING ETC

Items shall be suitably cured, shall not be handled whilst still green and shall not be built in within 21 days of casting

E.6 REINFORCEMENT

Unspecified reinforcement required for manufacturing, handling and erection purposes and for reinforcing projecting and other unwieldy portions of blocks shall be provided by the Contractor at his discretion

E.7 BEDDING, JOINTING AND POINTING

Blocks shall be bedded and jointed solidly in Class I mortar as described under F. MASONRY and shall be pointed with slightly keyed joints

Blocks finished with "precast terrazzo" shall have joints raked out and pointed with slightly keyed joints in tinted waterproofed mortar composed of one part cement and three parts sand to match terrazzo facing

E.8 GENERAL

Precast concrete work shall include reinforcement required for manufacturing, handling and erection purposes, steel rod or wire hooks and/or mortices for lewis bolts required for handling and transporting, any necessary temporary propping and strutting and bedding, jointing and pointing

F. MASONRY

F.1 MATERIALS AND WORKMANSHIP

Materials and workmanship shall comply with the following standards:

Burnt clay masonry units	SANS 227
Limes for use in building	SANS 523 {Slaked (hydrated) limes}
Aggregates from natural sources – fine aggregates for plaster and mortar	SANS 1090
Concrete masonry units	SANS 1215
Prestressed concrete lintels	SANS 1504
Burnt clay paving units	SANS 1575
Metal ties for cavity walls	SANS 28
Common cement	SANS 50197-1 (Class 32,5N)
Masonry cement	SANS 50413-1 (Class 22,5X)
Concrete masonry construction	SANS 10145
The structural use of masonry	SANS 10164-1
Masonry walling	SANS 10249
Concrete floors	SANS 10109-1&2

F.2 SAND

Sand shall be washed where necessary and screened through a 2,4mm mesh sieve

F.3 BURNT CLAY BRICKS

Burnt clay bricks shall be of nominal size 222 x 106 x 73mm unless otherwise stated

Common bricks shall be General Purpose bricks

Extra hard burnt bricks shall be General Purpose (Special) bricks

Facing bricks shall exhibit a liability to efflorescence not in excess of "Slight" and water absorption when tested in conformity with the requirements of SANS 227 shall not exceed 14%

Particular care shall be taken to preserve arrisses and faces of facing and paving bricks during transit and handling

F.4 CONCRETE BRICKS

Concrete bricks shall have a nominal compressive strength of 8 MPa

F.5 QUARRY TILES ETC

Quarry, cement and similar tiles shall be of approved manufacture, even in shape and size, free from cracks, twists or blemishes and uniform in colour

F.6 WIRE TIES

Wire ties shall be of galvanized steel of the single wire type for solid walls and either the "Butterfly" or Modified PWD type for hollow walls. Ties shall be of sufficient length to allow not less than 75mm of each end to be built into brickwork or embedded in concrete

F.7 BRICKWORK REINFORCEMENT

Brickwork reinforcement shall be manufactured from hard drawn steel wire conforming to BS 785 and shall consist of two 2,8mm diameter main wires with 2,5mm diameter cross wires at 300mm centres welded at intersections

Brickwork reinforcement shall be lapped not less than 300mm at end joints and for a length equal to the width of the widest reinforcement at intersections

F.8 MORTAR

Mortar shall comply with the following table:

1	2	3	4
Mortar Class	Minimum compressive strength MPa	Cement:sand (common cement)	Cement:sand (masonry cement)
I	10	1:4 or 50kg to 130 litres	1:3 or 50kg to 100 litres
II	5	1:6 or 50kg to 200 litres	1:5 or 50kg to 170 litres
III	1,5	1:9 or 50kg to 300 litres	1:6 or 50kg to 200 litres

Mortar shall be Class II unless otherwise specified

Mortar plasticizers may only be used with the approval of the Principal Agent

The materials shall be mixed dry until of uniform colour, water added and the mixture turned over until the ingredients are thoroughly incorporated

Mortar shall be produced in such quantities as can be used before commencement of set and no mortar that has set shall be used

F.9 COMPO MORTAR

Compo mortar shall be Class III mortar in accordance with clause F.8 but with a lime content of 80 litres

The lime and sand shall be mixed dry until of uniform colour, water added and the mixture turned over until the ingredients are thoroughly incorporated. Immediately before use, the cement shall be mixed in and the requisite amount of water added. Compo mortar shall be produced in such quantities as can be used before commencement of set and no compo mortar that has set shall be used

F.10 BRICKWORK

Wherever practicable, brickwork shall be built in stretcher bond. Unless legitimately required to form bond, no false headers shall be used. English bond shall only be used where specifically so indicated or where stretcher bond is not practicable

Brickwork, unless otherwise described, shall be built in Class II mortar

Bricks shall be laid on a solid bed of mortar and all joints shall be grouted up solid

The brickwork shall be carried up in a uniform manner, no part being raised more than 1,2m above adjoining work

Where necessary, bricks shall be wetted before being laid and the course of bricks last laid shall be well wetted before laying a fresh course upon it

Walls in thicknesses of more than one skin shall have at least five wire ties per square metre. Linings to concrete, unless otherwise specified, shall be tied to the concrete with at least five wire ties per square metre

Hollow walls, unless otherwise specified, shall be built of two half brick skins with cavity between, tied together with at least five wire ties per square metre. The cavities shall be kept free of all rubbish, mortar droppings and projecting mortar. Mortar joints to brickwork shall be not less than 8mm or more than 12mm thick

F.11 BLOCKWORK

Unless otherwise described, all blockwork shall be built in stretcher bond. Whole blocks shall be used except where bats or closers are required to form bond. Blockwork, unless otherwise described, shall be built in Class II mortar

Solid blocks shall be laid on a solid bed of mortar and all joints shall be grouted up solid

Hollow blocks shall be laid in shell bedding, ie only the inner and outer shells of the blocks shall be covered with mortar. Vertical joints shall be similarly formed

The blockwork shall be carried up in a uniform manner, no part being raised more than 1,2m above adjoining work

Clay blocks shall be wetted before being laid and the course of blocks last laid shall be well wetted before laying a fresh course upon it

F.12 CENTRES AND TURNING PIECES

Centres and turning pieces to soffits of arches and lintels shall be left in position for not less than 14 days

F.13 FACE BRICKWORK

Face brickwork shall be built in stretcher bond, unless otherwise specified, to a true and fair face. Perpendents shall be vertically aligned

Facing bricks shall be mixed to ensure that the proper blending of bricks within the colour range of each facing brick being used is obtained

F.14 PAVINGS, SILLS, COPINGS, ETC

Clay bricks and tiles shall be wetted before fixing and shall be solidly bedded and jointed in Class I mortar and pointed with slightly keyed joints

G. WATERPROOFING

G.1 MATERIALS AND WORKMANSHIP

Materials and workmanship shall comply with the following standards:

Bituminous damp-proof courses	SANS 248 (Type FV)
Polyolefin film for damp- and waterproofing in buildings (walls, sills, etc)	SANS 952 (Type B)
Polyolefin film for damp- and waterproofing in buildings (floors and basements)	SANS 952 (Type C)
Mastic asphalt for roofing	SANS 297
Mastic asphalt for damp-proof courses and tanking	SANS 298
Bituminous roofing felt	SANS 92 (Type 60)
Polyolefin film for damp- and waterproofing in buildings (flat roofs)	SANS 952 (Type A)
Chloroprene rubber sheet (for waterproofing)	SANS 580
Sealing compounds for the building industry, two-component, polysulphide base	SANS 110 (Type 2 - Gun Grade)
Sealing compounds for the building and construction industry, two- component, polyurethane base	SANS 1077
The waterproofing of buildings (including damp-proofing and vapour barrier installation)	SANS 10021

G.2 WATERPROOFING TO ROOFS, BASEMENTS, ETC

Waterproofing to roofs, basements, etc shall be carried out by workmen who are experienced in this type of work

G.3 DAMP-PROOF COURSE TO WALLS

All joints in damp-proof course to walls shall be lapped a minimum of 150mm except at junctions and corners where the lap shall equal the full thickness of the wall

H. ROOF COVERINGS ETC

H.1 MATERIALS AND WORKMANSHIP

Materials and workmanship shall comply with the following standards:

Concrete roofing tiles	SANS 542
Clay roofing tiles	SANS 632
Sawn softwood timber battens	SANS 1783-4
Fibre-cement sheets (flat and profiled)	SANS 685
Aluminium alloy corrugated and troughed sheets	SANS 903
Continuous hot-dip zinc-coated carbon steel sheet of commercial, lock-forming and drawing qualities	SANS 3575
Continuous hot-dip zinc-coated carbon steel sheet of structural quality	SANS 4998
Polyolefin film for damp- and waterproofing in buildings	SANS 952
Metal roofing tiles	SANS 1022
Glass-reinforced polyester (GRP) laminated sheets (profiled or flat)	SANS 1150
Fasteners for roof and wall coverings in the form of sheeting	SANS 1273
Materials for thermal insulation of buildings	SANS 1381-1&4
Expanded polystyrene thermal insulation boards	SANS 1508
Fixing of concrete interlocking roofing tiles	SANS 10062
Roof and side cladding	SANS 10237
Sheet zinc	BS 849
Sheet lead	BS 1178
Sheet aluminium	BS 1470
Sheet copper	BS 2870

H.2 GALVANIZED STEEL PROFILED SHEETS ETC

Galvanized steel profiled sheets, ridge and hip coverings, etc shall be coated with a minimum of 275 g zinc per m² and shall be free of white rust

H.3 GALVANIZED SHEET IRON

Galvanized sheet iron shall be rolled steel sheet coated on both sides with a minimum of 275 g of zinc per m² and shall be free from white rust

H.4 NAILING AND SCREWING

Where nailing and screwing is required:

- galvanized iron nails and screws shall be used for galvanized sheet iron and sheet zinc
- copper or copper alloy nails and screws for sheet copper and sheet lead
- aluminium alloy or stainless steel nails and screws for sheet aluminium

H.5 LAPS

Sheet metal flashings shall have minimum 100mm laps and linings to valleys, secret gutters, etc minimum 225mm laps

H.6 GENERAL

Rates for profiled sheet roofing and rolled edges, ridge and hip coverings, flashing pieces, etc of metal, fibre-cement, plastic, etc shall include fixing accessories

I. CARPENTRY AND JOINERY

I.1 MATERIALS AND WORKMANSHIP

Materials and workmanship shall comply with the following standards:

Sawn softwood timber : General requirements	SANS 1783-1
Sawn softwood timber : Stress-graded structural timber and timber for frame wall construction	SANS 1783-2
Sawn softwood timber : Branderling and battens	SANS 1783-4
Softwood flooring boards	SANS 629
Hardwood furniture timber	SANS 1099
Hardwood block and strip flooring	SANS 281
Wooden ceiling and panelling boards	SANS 1039
Laminated timber (glulam)	SANS 1460
Gypsum plasterboard	SANS 266
Fibreboard products	SANS 540
Wood-wool panels (cement bonded)	SANS 637
Fibre-cement sheets (flat and profiled)	SANS 685
Fibre-cement boards	SANS 803
Plywood and composite board	SANS 929
Wooden ceiling and panelling boards	SANS 1039
Particle boards	SANS 50312-1to7
Decorative laminates	SANS 4586
Wooden doors	SANS 545
Fire doors	SANS 1253
Materials for thermal insulation of buildings	SANS 1381-1,2,4&6
Expanded polystyrene thermal insulation boards	SANS 1508
Mild steel nails	SANS 820
Metal screws for wood	SANS 1171
Wood-preserving creosote	SANS 539

Softwood shall bear the relevant SABS mark and shall be ordered in the sizes in which it will be used as no scantlings of marked timber will be allowed. Should SABS marked timber be unavailable, the Principal Agent's prior permission shall be obtained before using unmarked timber

I.2 HARDWOODS

All hardwoods shall be specially selected, well seasoned, free from sapwood and well kiln dried. Meranti shall be Red or Medium Brown Meranti, even in grain and colour, selected from "Standard and Better" quality from Malaysia

I.3 INFECTION AND PRE-TREATMENT OF TIMBER

All timber used on the site, whether for permanent or temporary work, shall be free of borer or other beetle and termite infection. If the work under this contract falls within an area designated under Government Notice R2577 of 1978/12-29, permanent softwood fixed in the building shall be treated against borer etc in accordance with Government Notice R451 of 1969-03-28 using Class B or C preservative

When treated timbers are cut, the cut surfaces shall be effectively brushed with at least two coats of preservative solution

I.4 CONSTRUCTION IN GENERAL

Where applicable, construction methods shall comply with SANS 10082. Wood and laminate flooring shall be installed in accordance with SANS 10043. Roof trusses shall be manufactured, erected and braced in accordance with SANS 10243

I.5 STRUCTURAL TIMBER

Timbers generally shall be in single lengths and jointing of timbers will only be permitted when the required length is unobtainable. Only the absolute minimum of joints to obtain a particular length will be permitted and such joints are to be evenly spaced along the length of the timber

Finger-jointing of structural timber will be permitted, in which case it shall be manufactured in accordance with SANS 10096

I.6 PLATE NAILED TIMBER ROOF TRUSSES

Plate nailed timber roof trusses shall be of approved design and manufacture and constructed with softwood structural timber by a truss Fabricator holding a current Certificate of Competence awarded by the Institute of Timber Construction

Each roof truss shall have all its members accurately cut and closely butted together and rigidly fixed by CSIR approved patented galvanized metal spiked connectors, precision pressed on both sides of each intersection by an approved method, all in accordance with the manufacturer's instructions

The design, manufacture and transportation of the roof trusses, bracing, etc shall be under the control of a registered Structural Engineer in accordance with SANS 1900, SANS 10160 and SANS 10163, who shall, after erection, provide a certificate confirming that the design, manufacture, transportation, erection and bracing has been carried out in accordance with this specification

The design shall include for all live loads, wind loads and for dead loads imposed by roof covering, purlins, ceilings, etc

Fully detailed shop drawings of all trusses etc, indicating sizes, bracing, loading, etc, shall be submitted to the Principal Agent for approval prior to fabrication

Unless specific erection instructions are given, erection shall be carried out in accordance with the procedures and recommendations of the manual "The Erection and Bracing of Timber Roof Trusses" published by the Institute for Timber Construction and the Council for Scientific and Industrial Research or as detailed by the designer

Roof trusses and bracing shall include design and preparation of shop drawings

I.7 TONGUED AND GROOVED BOARDING

Tongued and grooved boards for floors, panelling, etc shall be in long varying lengths with joints tightly cramped up and secret nailed. Flooring boarding shall be flush jointed with staggered heading joints and machine sanded after fixing

I.8 JOINERY

Skirtings, cornices, rails, etc shall be in single lengths wherever practicable and shall have splayed heading joints where necessary. Skirtings shall be trenched at back

All horns of door frames shall be checked and splayed back where frames are fixed projecting or flush with surface and built in

Heads of screws in exposed faces of hardwood joinery shall be sunk and match pelleted

Joinery shall have arris rounded angles and shall be blocked and planted on

I.9 VENEERS

All face veneers shall be of kiln dried timber, free from knots, cracks, patchwork, sapwood and other defects, selected and glued, dried and machine-sanded to a smooth finish. All veneers shall be applied under hydraulic pressure

I.10 DOORS

Flush doors shall have solid timber edge strips with concealed edges. Where doors are to be finished with a transparent finish, the veneer and the edge strips shall be timber of the same species and as far as possible of matching colour. Unless otherwise described all flush doors shall be of interior quality, but where exterior quality doors are specified the glue used shall be of the WBP type

Framed and ledged batten doors described as filled in with V-jointed boarding shall be filled in flush on one side with tongued and grooved vertical boarding, V-jointed on one or both sides and of the thickness stated. The boarding shall be in narrow widths, closely cramped up, rebated or tongued on outer edges and housed to grooves in stiles and rails and twice countersunk brass screwed at each intersection with ledges and braces and the inner edges of the abutting stiles and rails shall be chamfered to form a V-joint at junction with the board

Unless otherwise described double doors shall have rebated meeting stiles

I.11 FIXING

All nails and screws shall be of the size, length and type appropriate to their respective uses. All screws for hardwood joinery work shall be brass

Items described as "plugged" shall be screwed to fibre, plastic or metal plugs at not exceeding 600mm centres. Where items are described as "bolted", the bolts have been given separately

I.12 ADHESIVES

Adhesives shall comply with BS 1204 and 4071 where applicable. Adhesives used in the manufacture of external joinery exposed to excessive moisture (eg kitchen and laboratory worktops) shall be of the WBP type

J. CEILINGS, PARTITIONS AND ACCESS FLOORING

J.1 MATERIALS AND WORKMANSHIP

Materials and workmanship shall comply with the following standards:

Gypsum plasterboard	SANS 266
Fibreboard products	SANS 540
Gypsum cove cornice	SANS 622
Wood-wool panels (cement-bonded)	SANS 637
Sawn softwood timber : Brandering and battens	SANS 1783-4
Sawn softwood timber : Timber for frame wall Construction	SANS 1783-2
Fibre-cement boards	SANS 803
Plywood and composite board	SANS 929
Wooden ceiling and panelling boards	SANS 1039
Materials for thermal insulation of buildings	SANS 1381-1&4
Expanded polystyrene thermal insulation boards	SANS 1508
Raised access flooring	SANS 1549

J.2 TONGUED AND GROOVED BOARDING

Tongued and grooved boarding for ceilings shall be in long varying lengths, V-jointed one side and with joints tightly cramped up and secret nailed

J.3 CEILINGS ETC

J.3.1 Brandering

Brandering for ceilings and eaves soffit coverings shall be symmetrically arranged with necessary smaller panels. Main branders shall be at right angles to roof timbers, with cross branders cut in between and branders shall be fixed with galvanized wire nails driven in on skew alternately in opposite directions

J.3.2 Ceiling boards

Ceiling boards shall be in long lengths symmetrically arranged with necessary smaller panels, closely butted and secured at 150mm centres to brandering with galvanized or cadmium-plated clout-headed nails

J.4 GYPSUM SKIM PLASTER

Gypsum skim plaster shall be pure gypsum plaster finished with a steel trowel

J.5 EXPOSED TEE-SYSTEM SUSPENDED CEILINGS

The ceiling panels shall be as described in the items and the panels shall be stiffened at back as recommended by the manufacturer to prevent bowing or sagging

The exposed surfaces of all ceiling panels and supporting members shall be uniform in colour and free from surface blemishes

The suspension grid system shall be an approved patent suspension system comprising 38mm galvanized steel main and cross tee bearers spaced in both directions at centres to suit sizes of ceiling panels used, with the cross bearers fitted between and notched to form flush fit with main bearers. The exposed flange of the tees shall be 25mm wide, covered with a rolled aluminium cap painted a low sheen satin white. Cornices etc shall be as described in the items and shall be finished to match the exposed tees

The main tee bearers shall have holes for cross tees at 300mm centres and holes for hangers at 50mm centres. In addition, main and cross tee bearers shall be holed as necessary for and provided with timber wedges or steel clips where recommended by the manufacturer to prevent ceiling panels from lifting

The web of the exposed cross tee bearers shall extend to form a positive interlock with the main tee bearers and the lower flange shall be cut back to provide a joint free appearance

All hangers shall be galvanized and shall be at centres to meet the requirements of the specification with one end fixed to the suspension grid main bearers and the other end fitted with suitable galvanized fixing cleat securely fixed to the structure. Fixing points shall be agreed to by the Principal Agent before any power shot fixings are made. Hangers shall not be suspended from air-conditioning ducts. Where recommended by the manufacturer, hangers shall be of the rigid type

Component parts and fixings shall be non-corrosive and able to withstand atmospheric pollution. Surfaces of aluminium which are in contact with other materials when fixed, particularly metals, shall be suitably insulated to prevent electrolytic corrosion

Ceilings shall comprise hangers, suspension grid system and ceiling panels, shall be constructed in a manner suitable for carrying air-conditioning diffusers and light fittings in the positions required, shall be set out to layouts approved by the Principal Agent and shall have the standard suspension systems modified as necessary to work around any pipes or light fittings

J.6 FLUSH PLASTERED SUSPENDED CEILINGS

Gypsum plasterboard panels of the specified thickness generally in 1200mm widths and in long lengths shall be fixed grey side down with self-tapping screws to the suspension system with the joints between boards loosely butt jointed and covered with 50mm wide strips of self-adhesive fibre tape

The plasterboard panels shall be finished with gypsum skim plaster trowelled to a smooth polished surface to the thickness etc recommended by the manufacturer

The suspension system shall be an approved patent concealed suspension system consisting of galvanized mild steel bearers suspended on approved non-rusting metal hangers spaced generally at 1200mm centres or to suit layout of air-conditioning ducts and other services etc above ceiling with one end bolted to the bearer and the other end fitted with a galvanized fixing cleat securely fixed to the structure as required

Fixing points shall be agreed to by the Principal Agent before any power shot fixings are made. Hangers shall not be suspended from air-conditioning ducting

Ceilings shall comprise hangers, suspension system, ceiling panels and plaster finish, shall be constructed in a manner suitable for carrying air-conditioning diffusers and light fittings in the positions required, shall be set out to layouts approved by the Principal Agent and shall have the standard suspension system modified as necessary to work around any pipes or light fittings

K. FLOOR COVERINGS, WALL LININGS, ETC

K.1 MATERIALS AND WORKMANSHIP

Materials and workmanship shall comply with the following standards:

Semi-flexible vinyl floor tiles	SANS 581
Resin modified vinyl floor tiles	SANS 586
Flexible vinyl flooring	SANS 786
Hardwood block and strip flooring	SANS 281
Wood mosaic flooring	SANS 978
Textile floor coverings (pile construction)	SANS 1375
Textile floor coverings (needle-punched construction)	SANS 141
Carpet underlays	SANS 1419
The installation of wood and laminate flooring	SANS 10043
The installation of resilient thermoplastic and similar flexible floor covering materials	SANS 10070
The installation of textile floor coverings	SANS 10186
Sheet linoleum (calendered types), cork, carpet and linoleum tiles	BS 810
Solid rubber flooring	BS 1711
Felt backed linoleum	BS 1863

K.2 LAYING OF MATERIAL

Floor tiles shall be laid with continuous joints in both directions

Patterned floor coverings shall be matched at joints

K.3 GENERAL

Floor coverings, wall linings, skirtings, nosings, etc shall include all preparatory work to screeded or plastered surfaces etc, priming coats and adhesives

Floor coverings and wall linings shall be dressed around and into corners. Wood block and wood mosaic flooring shall be sanded with a sanding machine and sealed with a coat of approved penetrating sealer

Plastic handrails shall have welded and polished butt joints

L. IRONMONGERY

L.1 MATERIALS AND WORKMANSHIP

Materials and workmanship shall comply with the following standards:

Locks, latches and associated furniture for doors. (Domestic type)	SANS 4
Kitchen cupboards: Built-in and free-standing	SANS 1385
Single action closers	SANS 1510
Padlocks	SANS 1533
Fasteners	SANS 1700
Chalk writing boards for schools	CKS 36

L.2 KEYS

Locks shall have the minimum possible number of interchangeable keys. Cylinder locks and locks described as “en suite” shall be clearly marked with consecutive numbers and each key shall be punched with the corresponding number of the relative lock

L.3 FIXING

Unless otherwise described, ironmongery is to be fixed to wood

Items described as “plugged” shall be screwed to fibre, plastic or metal plugs

Screws, bolts, etc for fixing of ironmongery shall be of matching metal and finish, except for aluminium ironmongery or ironmongery fixed to aluminium in which cases stainless steel screws may be used

All necessary preparation of pressed steel door frames for the fixing of ironmongery to the frames has been included with the pressed steel door frames

L.4 KITCHEN CUPBOARDS

Steel cupboards shall be finished with baked enamel. Tops of floor cupboards shall have laminated plastic covering

Cupboards shall be fitted with all necessary hinges, handles, catches, etc. Cupboards shall be securely fixed with all necessary screws and fibre, plastic or metal plugs

Where cupboards are described as a “series”, tops shall be continuous and cupboards shall be bolted or screwed together, including bolts, screws, holes, etc

M. STRUCTURAL STEELWORK

M.1 SPECIFICATION

All structural steelwork shall comply with SANS 1200H or 1200HA as applicable. Structural fasteners shall comply with SANS 1700

Whenever the term "Engineer" appears in SANS 1200H or 1200HA or in the following Project Specification this shall be deemed to mean the Principal Agent's representative responsible for this section of the Works

M.2 PROJECT SPECIFICATION INCORPORATING AMPLIFICATIONS, ADDITIONS AND AMENDMENTS TO SANS 1200H AND 1200HA

The following amplifications, additions and amendments to SANS 1200H and SANS 1200HA shall apply and clause numbers refer to either the existing clauses in the relevant SANS or to new clauses which are related to the clauses therein

SANS 1200H

3.1.1 Weldable structural steel

Weldable structural steel shall comply with SANS 1431

5.1.2 Contractor provides shop details

The Contractor shall be responsible for the preparation of all shop detail drawings

5.1.3 Engineer provides shop details

This clause shall not apply

5.3.9 Protective treatment

Structural steelwork shall be cleaned and prepared by wire brushing in accordance with SANS 10064 and all surfaces shall be primed as specified to a minimum dry film thickness of 30 micrometres before leaving the workshop. Upon delivery to the site and again after erection all bared surfaces shall be made good with similar primer

8. Measurement and payment

This clause shall not apply

SANS 1200HA

5.2.10 Protective treatment

Structural steelwork shall be cleaned and prepared by wire brushing in accordance with SANS 10064 and all surfaces shall be primed as specified to a minimum dry film thickness of 30 micrometres before leaving the workshop. Upon delivery to the site and again after erection all bared surfaces shall be made good with similar primer

5.3.7 Repairs to paint and site painting

This clause shall not apply

8. Measurement and payment

This clause shall not apply

N. METALWORK

N.1 MATERIALS AND WORKMANSHIP

Materials and workmanship shall comply with the following standards:

Fasteners	SANS 1700
Expanded metal	SANS 190-1&2
Windows and doors made of rolled mild steel sections	SANS 727
Hot-dip galvanized zinc coatings on fabricated iron and steel articles	SANS 121
Strongroom and vault doors	SANS 949
Anodized coatings on aluminium (for architectural applications)	SANS 999
Steel door frames	SANS 1129
Mushroom- and countersunk-head bolts and nuts	SANS 1143
Welding of metalwork	SANS 1044
Adjustable glass-louvred windows	CKS 413
Aluminium sheet and strips	BS 1470
Aluminium extruded tube and hollow sections	BS 1474
Aluminium bars and sections	BS 1476

N.2 STEEL

Steel shall be mild steel of approved commercial quality. Steelwork shall be cleaned and prepared by wire brushing in accordance with SANS 10064 and given one coat of primer as specified before leaving the workshop

N.2.1 Galvanizing of steel

Steelwork described as "galvanized" shall be galvanized by means of the hot-dip process after fabrication. Where welding on site is unavoidable, such welded joints shall be cleaned down and cold galvanized to approval

N.3 STAINLESS STEEL

Stainless steel shall be AISI Type 304 stainless steel and shall be buffed to an even satin finish. Stainless steel screws shall be used for fixing stainless steel

N.4 ALUMINIUM

Aluminium extrusions shall be of 6063-T6 alloy and temper. Aluminium sheet and strips shall be of 1200-H4 alloy and temper.

Joints in all aluminium members shall be formed in an approved manner so that the joints are practically invisible. Screw heads, pins, rivets, etc shall be concealed as far as possible. 300 Series stainless steel screws and bolts shall be used for jointing and fixing aluminium work

The surfaces of all aluminium which are in contact with other materials when fixed shall be suitably insulated with a non-absorbent insulating material to prevent corrosion. All aluminium work shall be suitably protected against damage, deterioration or discolouration caused by mortar droppings, paint, etc by taping with removable tape, covering with temporary casings or by covering with motor oil

N.4.1 Anodizing of aluminium

Aluminium described as "anodized" shall be treated with Grade 25 coating thickness for exterior use or Grade 15 for interior use as specified, to the required finish. All alloys to be anodized shall be suited to anodizing

N.5 BOLTS AND NUTS

Nuts shall be of at least the strength grade appropriate to the grade of bolt or other threaded element with which they are used

N.6 SCREWING OF METALWORK TO STEEL, WOOD, CONCRETE, ETC

Metalwork described as "screwed" to steel, wood, etc or "plugged" to brickwork, concrete, etc shall be fixed at not exceeding 500mm centres, with necessary holes, countersinking, threading, screws, set screws, self-tapping screws and fibre, plastic or metal plugs

N.7 BOLTING OF METALWORK

Where metalwork is described as "bolted" to steel, wood, brickwork, concrete, etc the bolts are measured elsewhere

N.8 WELDING OF METALWORK

All welds shall be cleaned and filed or ground off smooth to approval. All welded joints shall be continuous

N.9 METALWORK GENERALLY

Metalwork shall have all sharp edges ground smooth. Tubular and pipe work shall include running joints. Rails etc described as "continuous" shall be in long lengths with welded joints

N.10 PRESSED STEEL DOORS, FRAMES, ETC

N.10.1 Door frames

Frames shall project not less than 20mm into floor finish. Except where described as galvanized, frames shall be primed as specified before leaving the factory. Frames are to jambs and heads of openings. Frames for single doors shall be provided with two 100mm steel butt hinges and an adjustable striking plate for a mortice lock and frames for double doors shall be provided with four 100mm steel butt hinges. Butt hinges shall be steel butts with loose pins, welded to frames. Where necessary mortar caps shall be welded to frames and back plates shall be welded on behind tappings for screws

N.10.2 Cupboard door frames

Cupboard door frames shall be as described in N.10.1, but with thresholds of unequal channel section, two 100mm steel butt hinges to hanging stiles, two 75mm steel butt hinges to hanging stiles above transoms, necessary striking plates for mortice locks and keeps for barrel bolts

N.10.3 Combination doors and frames

Combination doors and frames shall be manufactured of 1,6mm thick steel plate. Frames shall be as described in N.10.1. Doors shall be standard design and required profile, with a 44mm wide edge all round, vertical reinforcing ribs pressed in and with two reinforcing rails welded on. The door shall be provided with two lever mortice lock with lock box welded to inside. Doors shall be welded to steel butts

N.10.4 Transformer room doors and frames

Transformer room doors and frames shall be manufactured of 1,6mm thick steel plate. Frames shall be as described in N.10.1. Doors shall be of standard design with a 44mm wide edge all round, vertical reinforcing ribs pressed in and with three reinforcing rails welded on. Single doors shall be fitted with a padlock cleat and two 100mm brass pintle hinges and double doors shall be fitted with a padlock cleat, two 150mm bolts and four 100mm brass pintle hinges. Each leaf shall be fitted with a louvered ventilation panel of standard design backed with 6mm mesh galvanized wire vermin proof screen

N.10.5 Sizes

The frame widths given refer to unfinished wall thicknesses

N.10.6 Glazing beads

Where specified, glazing beads shall be 12 x 12mm standard metal glazing beads mitred at angles and countersunk screwed on at not exceeding 300mm centres with self-tapping screws

N.11 STEEL WINDOWS, DOORS, ETC

N.11.1 Windows, doors, etc

All fittings to windows, doors, etc shall be chromium plated. Fixed lights and opening sashes shall be in single squares. Windows etc of single unit construction shall have weather bars at transoms above opening sashes

Composite windows not of single piece construction shall be coupled with standard coupling mullions and transoms that correspond with the window section used

Kicking plates and panels shall be 1,6mm metal plate fixed with standard metal glazing beads mitred at angles and countersunk screwed on at not exceeding 300mm centres with self-tapping screws

Except where described as galvanized, windows, doors, burglar bars, etc shall be primed as specified before leaving the factory

N.11.2 Burglar bars and flyscreens

Where windows are described as fitted with burglar bars or flyscreens, these shall be standard type fitted over opening sashes

N.12 ADJUSTABLE LOUVRE UNITS

Adjustable louvre units shall be suitable for hand or longarm operation

Louvre units shall include glass louvres with polished edges and installation, including holes, screws, rivets, preparation of openings, etc

N.13 ALUMINIUM WINDOWS AND DOORS

The foregoing preambles "N.4 – ALUMINIUM" shall apply to aluminium windows, doors, etc in all respects in so far as they are applicable. Aluminium windows and doors shall be manufactured from extruded aluminium members of 6063T6, 6261-T6 or 6082-T6 alloy and temper

Ancillary members such as sills, flashings, infill panels and the like formed from flat sheet material shall be of an appropriate alloy selected from 1200, 3004 or 5251 complying with BS 1470 of a temper suitable for the method of forming and a composition suitable for anodizing or painting as required

Windows, doors, etc shall be of an approved standard system, manufactured by an approved firm experienced in this type of work, and shall meet with the minimum recommended performance requirements as set out by the Association of Architectural Aluminium Manufacturers of South Africa (AAAMSA) in the latest edition of the Selection Guide

The fittings for all opening sashes shall be substantial and, unless otherwise described, shall be of high quality aluminium alloy finished to match the windows, doors, etc on which they occur. Samples of all fittings shall be supplied to the Principal Agent for approval

Top, side and bottom hung opening sashes shall be hung on two aluminium hinges with 300 Series stainless steel pins, nylon bushes and stainless steel washers. Side hung sashes shall have fasteners and sliding stays, top hung sashes shall have peg stays and bottom hung sashes shall have spring catches and concealed arms

Projected out sashes shall have aluminium fasteners and concealed arms of a non-corrosive material compatible with aluminium

The frames which are to be built into openings in brickwork shall be fitted with the manufacturer's standard type fixing lugs, not less than 20 x 3 x 150mm long, screwed to frame and placed one near each corner and intermediately not more than 450mm apart to sides, top and bottom and where fixed to concrete reveals, wood sub-frames or to preformed openings in brickwork shall have countersunk holes for screws, one near each corner and intermediately not more than 450mm apart to sides, top and bottom

N.13.1 Glazing beads

Where so described, openings and sashes of windows and doors shall be fitted with approved channel section aluminium glazing beads sufficient in size and profile to suit the method of glazing employed, finished to match the windows, doors, etc and neatly mitred. Screws where necessary shall be of aluminium or 300 Series stainless steel and have pan or raised heads finished to match the beads

N.13.2 Finishes

Windows, doors, etc described as “anodized” shall be treated with Grade 25 coating thickness. Windows, doors, etc described as “factory painted” shall have an electrostatically applied oven baked polyester paint coating not less than 25 micrometres thick

N.13.3 General

Aluminium windows, doors, etc shall include glass as described, fixing in position, sealing and protection against damage, deterioration or discolouration by taping with removable tape or covering with temporary casings or motor oil and removing same on completion

N.14 STRONGROOM AND RECORD ROOM DOORS

Strongroom and record room doors shall not be built in as the work proceeds, but shall be fixed later in the openings provided. The Contractor shall ensure that the lock or other important parts of the door are not tampered with. Should any such tampering occur, the Contractor will be held responsible and at the Principal Agent's discretion shall provide a new door or lock and keys at his own expense. The keys shall not be delivered together with the doors to the building site. The Contractor shall arrange for the manufacturer to send the keys direct to the Principal Agent per registered post. If these instructions are not complied with, a new lock and keys shall be provided by the Contractor at his own expense

N.15 STEEL ROLLER SHUTTERS

Roller shutters shall be of approved manufacture comprising curtain, vertical channel guides and top mechanism. The curtain shall be constructed of 1mm thick machine-rolled galvanized interlocking slats with mild steel end locks spot welded to alternate strips. The bottom shall be provided with a galvanized rail riveted on and vertical edges shall slide in galvanized channel guides formed of steel not less than 2,5mm thick bolted to sides of openings

The mechanism shall be covered in a galvanized sheet iron box. The ungalvanized sections shall be primed as specified before leaving the factory

O. PLASTERING

O.1 MATERIALS AND WORKMANSHIP

Materials and workmanship shall comply with the following standards:

Common cement	SANS 50197-1(Class 32,5N)
Masonry cement	SANS 50413-1(Class 225X)
Limes for use in building	SANS 523 {Slaked (hydrated) limes}
Aggregates from natural sources – Fine aggregates for plaster and mortar	SANS 1090

O.2 PREPARATORY WORK

Surfaces shall be clean and free of oil and thoroughly wetted directly before any plastering or other in situ finishes are commenced. Concrete surfaces shall be slushed with a mixture of one part cement and one part coarse sand or otherwise treated to form a proper key. Preparatory coats shall be thoroughly scored and roughened to form a proper key

O.3 FINISH

All coats of paving and plastering shall be executed in one operation without any blemishes

O.4 SCREEDS

Screeds shall be composed of one part cement and four parts sand

O.5 CEMENT RENDER

Cement render shall be composed of one part cement and three parts sand finished with a steel trowel to a smooth polished surface and cured for at least seven days after laying

Cement render finish shall be divided into panels not exceeding 6m² with V-joints and deep trowel cuts

O.6 GRANOLITHIC

Granolithic shall be composed of one part cement, one part fine sand, two parts coarse sand and one part granite or other approved stone aggregate that will pass through a 5mm sieve, finished with a steel trowel to a smooth polished surface and cured for at least seven days after laying

Coloured granolithic shall be carried out in two coats in one operation and shall be tinted to the required colour with approved colouring pigment mixed into the finishing coat. Under no circumstances is the pigment to be sprinkled on and trowelled in after the granolithic is laid

Granolithic shall be divided into panels not exceeding 6m² with V-joints and deep trowel cuts

O.7 TERRAZZO

Terrazzo shall be applied in two coats. The undercoat shall be composed of one part cement and three parts sand and shall be finished with a wooden float. The finishing coat shall be composed of one part cement and two parts marble or stone aggregate of a colour and size to obtain the required colour and texture and shall be at least 12mm thick, and applied before the undercoat has dried out. The finishing coat shall be compacted by tamping or rolling until superfluous water has been expelled, finished with a steel trowel and cured for at least seven days after laying. The finished surface shall show at least 80% of the aggregate

Surfaces described as "polished" shall be polished by machine using various grades of abrasive and grouting with tinted cement as necessary between polishings

Surfaces described as "polished" shall be polished by machine using various grades of abrasive and grouting with tinted cement as necessary between polishings

Surfaces described as "brushed" shall be brushed with a steel wire brush on the day the terrazzo has been laid to expose the aggregate as required

Where required, brass or other dividing strips shall be embedded in the undercoat to finish flush with the finished surface

Three sample blocks, each size 300 x 300mm, as separately measured shall be prepared for approval by the Principal Agent and kept in an accessible place on the site until the completion of the contract

O.8 SKIRTINGS

Skirtings shall not exceed 25mm thick and shall have a fair edge with arris or rounded external angle at top edge or V-joint to finish flush with plaster and coved or square junction with floor finish

O.9 THICKNESS OF PLASTER

All plaster, other than skim plaster, shall be not less than 10mm and not more than 20mm thick

O.10 CEMENT PLASTER

Cement plaster shall comply with the following table:

1	2	3
Plaster Class	Cement:sand (common cement)	Cement:sand (masonry cement)
I	1:4 or 50kg to 130 litres	1:3 or 50kg to 100 litres
II	1:6 or 50kg to 200 litres	1:5 or 50kg to 170 litres
III	1:9 or 50kg to 300 litres	1:6 or 50kg to 200 litres

O.11 COMPO PLASTER

Compo plaster shall be composed of one part cement, two parts lime and nine parts sand

O.12 GYPSUM SKIM PLASTER

Gypsum skim plaster shall be pure gypsum plaster finished with a steel trowel

O.13 TWO COAT PLASTER WITH GYPSUM FINISH

Two coat plaster with gypsum finish shall comprise an undercoat of Class II cement plaster finished with a wooden float and a finishing coat of gypsum skim plaster

O.14 ROUGH-CAST PLASTER

Rough-cast plaster shall be applied in two coats. The undercoat shall be composed of one part cement and five parts sand finished with a wooden float. The finishing coat shall be composed of one part cement and three parts stone aggregate that will pass through a 4mm sieve. The finishing coat shall be flicked on with a machine before the undercoat has set to obtain an even texture

O.15 FINE ROUGH-CAST PLASTER

Fine rough-cast plaster shall be as for rough-cast plaster but the finishing coat shall be composed of one part cement and three parts coarse sand

O.16 GENERAL

Rates for plastering described as being on vertical surfaces of brickwork or blockwork shall include concrete columns, beams and lintels flush with the face of the wall

P. TILING

P.1 MATERIALS AND WORKMANSHIP

Materials and workmanship shall comply with the following standards:

Glazed ceramic wall tiles and fittings	SANS 22
Ceramic wall and floor tiles	SANS 1449
Common cement	SANS 50197-1(Class 32,5N)
Masonry cement	SANS 50413-1(Class 22,5X)
Aggregates from natural sources – Fine aggregates for plaster and mortar	SANS 1090
The design and installation of ceramic tiling	SANS 10107

P.2 TILES, MOSAICS, ETC

Tiles, mosaics, etc shall be even in shape and size, free from cracks, twists or blemishes and uniform in colour

P.3 PREPARATORY WORK

Surfaces shall be clean and free of oil and thoroughly wetted directly before any tiling is commenced. Concrete surfaces shall be slushed with a mixture of one part cement and one part coarse sand or otherwise treated to form a proper key

P.4 CERAMIC WALL AND FLOOR TILING

Where tiles are fixed to plaster or screeds with an adhesive, the adhesive shall be as recommended by the manufacturer of the tiles. Joints shall be straight, continuous and flush pointed with an approved grouting compound

P.5 GENERAL

Tiling described as “on walls” is on brick walls or block walls unless otherwise stated and shall include concrete columns, beams and lintels flush with the face of the wall

Q. PLUMBING AND DRAINAGE

Q.1 MATERIALS AND WORKMANSHIP

Materials and workmanship shall comply with the following standards:

Sheet metal

Sheet zinc	BS 849
Sheet aluminium	BS 1470
Sheet copper	BS 2870

Rainwater systems

Unplasticized poly(vinyl chloride) (PVC-U) components for external rainwater systems	SANS 11
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Pipes and fittings

Steel pipes : Pipes suitable for threading and of nominal size not exceeding 150mm	SANS 62
Plain-ended solid drawn copper tubes for Potable water	SANS 460
Malleable cast iron fittings threaded to ISO 7-1	SANS 4
Polyethylene (PE) pipes for water supply – Specifications	SANS 4427
Cast iron fittings for asbestos cement pressure pipes	SANS 546
Vitrified clay sewer pipes and fittings	SANS 559
Reinforced concrete pressure pipes	SANS 676
Concrete non-pressure pipes	SANS 677
Cast iron pipes and pipe fittings for use above ground in drainage installations	SANS 746
Unplasticized poly(vinyl chloride) (PVC-U) sewer and drain pipes and pipe fittings	SANS 791
Fibre-cement pipes, couplings and fittings for sewerage, drainage and low-pressure irrigation	SANS 819
Pitch-impregnated fibre pipes and fittings and jointing	SANS 921
Unplasticized poly (vinyl chloride) (PVC-U) pressure pipe systems	SANS 966-1
Unplasticized poly(vinyl chloride) (PVC-U) soil, waste and vent pipes and pipe fittings	SANS 967
Rubber joint rings (non-cellular)	SANS 974-1
Copper-based fittings for copper tubes	SANS 1067-1&2
Fibre-cement pressure pipes and couplings	SANS 1223
Polypropylene pressure pipes	SANS 1315
Non-metallic waste traps	SANS 1321-1&2
Vent valves for drainage installations	SANS 1532
Heavy duty cast iron pipe fittings for drainage and gas and water supplies	BS 78

Lead pipes	BS 602
Cast iron pressure pipes for use in drainage and gas and water supplies	BS 1211
Stainless steel pipes for use with compression fittings	BS 4127
Sanitary fittings etc	
Stainless steel sinks with draining boards (for domestic use)	SANS 242
Stainless steel wash-hand basins and wash troughs	SANS 906
Stainless steel sinks for institutional use	SANS 907
Stainless steel stall urinals	SANS 924
Acrylic sanitary ware : Baths	SANS 1402-1
Glazed ceramic sanitary ware	SANS 497
WC flushing cisterns	SANS 821
Flush valves for WC flushing cisterns	SANS 1509
Taps, valves etc	
Water taps (metallic bodies)	SANS 226
Water taps (plastic bodies)	SANS 1021
Single control mixer taps	SANS 1480
Float valves	SANS 752
Plastic floats for ball valves	SANS 1006
Functional control valves and safety valves for Domestic hot and cold water supply systems	SANS 198
Cast iron gate valves for waterworks	SANS 664
Automatic shut-off flush valves for water closets and urinals	SANS 1240
Check valves (flanged and wafer types)	SANS 1551-1&2
Fire extinguishers	
Portable refillable fire extinguishers	SANS 1910
Portable rechargeable fire extinguishers : Halogenated hydrocarbon type extinguishers	SANS 1151
Water heaters and fire hose reels	
Fixed electric storage water heaters	SANS 151
Fire hose reels (with semi-rigid hose)	SANS 543
Drainage covers, gratings, etc	
Cast iron surface boxes and manhole and inspection covers and frames	SANS 558
Cast iron gratings for gullies and stormwater drains	SANS 1115
The installation of polyethylene and poly (vinyl chloride) (PVC-U and PVC-M) pipes	SANS 10112
Water supply and drainage for buildings	SANS 10252-1&2

Q.2 GENERAL**Q.2.1 Excavations**

Excavations shall be deemed to be in "earth". Backfilling to excavations shall be executed in 300mm thick layers, watered and compacted. Surplus excavated material shall be spread and levelled over site as directed

Q.2.2 Concrete

Unreinforced concrete shall be Class B prescribed mix concrete and reinforced and precast concrete shall be Class C prescribed mix concrete

Q.2.3 Brickwork

Brickwork shall be of extra hard burnt bricks built in Class I mortar

Q.2.4 Plaster

Plaster shall be 1:3 cement plaster finished smooth with a steel trowel. All angles shall be rounded

Q.2.5 Diameters of pipes etc

Diameters stated for pipes, traps, valves, etc are internal diameters except PVC, polyethylene, stainless steel and copper pipes and traps for which external diameters are stated

Q.3 SHEET METAL WORK**Q.3.1 Galvanized sheet iron**

Galvanized sheet iron shall be rolled steel sheet coated on both sides with Class Z275, unless otherwise specified, zinc coating complying with SANS 3575/4998. Sheets shall be free from white rust

Q.4 EAVES GUTTERS**Q.4.1 Galvanized sheet iron gutters**

Galvanized sheet iron gutters shall have beaded edges and all joints shall be riveted and soldered. Angles shall be strengthened with 50 x 0,6mm galvanized sheet iron strips soldered on over the internal faces of mitres

Gutters shall be fixed with falls to outlets on 30 x 3mm galvanized mild steel brackets, bent to the shape of gutters, with front ends taken up to the underside of beaded edge of gutter and each screwed to roof timbers or bolted to fibre-cement fascias with 6mm galvanized gutter bolts. Gutters shall be bolted to brackets at front with 6mm galvanized gutter bolts, one to each bracket

Brackets shall be positioned at joints of gutters and intermediately at not exceeding 1,25m centres

Q.4.2 Fibre-cement gutters

Fibre-cement gutters shall have spigot and socket joints. Gutters shall be fixed with falls to outlets on standard aluminium alloy brackets, screwed or bolted to roof timbers or fascias

Q.4.3 Unplasticized polyvinyl chloride (UPVC) gutters

Gutters shall be fixed with falls to outlets on brackets as supplied by the manufacturer, screwed or bolted to roof timbers or fascias

Q.4.4 Aluminium gutters

Aluminium gutters shall be roll formed on site to required lengths and profiles from 3003H14-3SH4 alloy strip not less than 0,7mm thick factory coated on both sides with baked enamel and two coats of silicone modified polyester to a total minimum thickness of 20 micrometres. Angles, stopped ends, etc shall be prefabricated units pop riveted to gutters with joints sealed with mastic. The guttering shall be in continuous lengths between angles, stopped ends, etc

Q.5 RAINWATER PIPES

Q.5.1 Galvanized sheet iron pipes

Galvanized sheet iron pipes shall have seams at the back and shall be jointed with soldered slip joints. Pipes shall be fixed to walls etc with galvanized mild steel holderbats spaced at not exceeding 2m centres with tails driven in or cut and pinned in 1:3 cement mortar

Q.5.2 Fibre-cement pipes

Fibre-cement pipes shall have spigot and socket joints. Pipes shall be fixed to walls etc with standard aluminium alloy holderbats with tails driven in or cut and pinned in 1:3 cement mortar

Q.5.3 Unplasticized polyvinyl chloride (UPVC) pipes

Pipes shall be fixed to walls etc with patented UPVC or aluminium clips and holderbats as supplied by the manufacturer of the pipe

Q.5.4 Aluminium pipes

Aluminium pipes and fixing straps shall be formed from 3003H14-3SH4 alloy strip not less than 0,7mm thick factory coated on both sides as described for aluminium gutters. Pipes shall be in continuous lengths with formed angles, offsets, shoes, etc. Pipes shall be fixed to walls etc with 20 x 0,6mm straps at not exceeding 1,5m centres screwed to 25 x 75 x 100mm hardwood chamfered and oiled blocks plugged to walls

Q.6 STORMWATER CHANNELS

In-situ concrete stormwater channels shall be constructed of unreinforced concrete with segmental channel formed in top. Channels shall be laid to falls on a well rammed earth bottom and finished smooth on exposed surfaces

Precast concrete channels shall be of 25 MPa concrete, generally in 1m lengths, finished smooth from the mould on exposed surfaces, laid to falls on a well rammed earth bottom, jointed in 1:3 cement mortar and pointed with keyed joints

Q.7 JOINTS

Joints of pipes not covered by SANS shall be as follows:

Pipes

Fibre-cement, concrete, pitch-impregnated fibre and vitrified clay pipes for use under ground in non-pressure pipe lines

Cast iron for use above ground

Cast iron for use below ground

Galvanized mild steel

Joints between pipes of different materials shall be as follows:

Between cast iron and mild steel

Between cast iron and clay

Between mild steel or copper and clay

Joints

Flexible joints in accordance with the manufacturer's instructions

Spigot and socket joints with tarred rope yarn and caulking compound

or

Plain ended joints with stainless steel couplings with neoprene rubber sleeves

Spigot and socket joints with tarred rope yarn and caulking compound

Joints of screwed galvanized steel sockets or bolted galvanized iron flanges

Screwed joints with plastic jointing tape or hemp

Flanged joints which shall be bolted and provided with rubber gaskets and with flanges screwed to pipes

Spigot and socket joints with tarred rope yarn and caulking compound

Spigot and socket joint with semi-dry cement caulking and 1:2 cement mortar fillet

Spigot and socket joint with either bitumen or semi-dry cement caulking and 1:2 cement mortar fillet

Q.8 FIXING OF PIPES

Pipes shall be fixed as follows:

Q.8.1 Galvanized mild steel (except those stated in Q.8.3)

To walls with galvanized mild steel brackets for pipes not exceeding 80mm diameter and with galvanized cast iron hinged holderbats with brass pins or bolts for pipes exceeding 80mm diameter; both types with tails cut and pinned in 1:3 cement mortar

To woodwork with screw-on type galvanized mild steel holderbats

Q.8.2 Copper and stainless steel

To walls with brass holderbats or screw-on type two-piece spacing clips for pipes not exceeding 75mm diameter and with purpose made holderbats for pipes exceeding 75mm diameter; both types with tails cut and pinned in 1:3 cement mortar

To woodwork with screw-on type brass holderbats

Q.8.3 Cast iron and galvanized mild steel for soil, waste and vent pipes

To walls with hinged cast iron holderbats with brass bolts and with tails cut and pinned in 1:3 cement mortar

To woodwork with screw-on type galvanized mild steel holderbats

Q.8.4 Polyethylene, polypropylene and patented UPVC or unplasticized polyvinyl chloride

To walls, woodwork, etc with aluminium clips and holderbats as supplied by the manufacturer of the pipes

Q.8.5 Fibre-cement

To walls with aluminium alloy holderbats with tails cut and pinned in 1:3 cement mortar

Q.8.6 Pipes fixed to ceilings

Fixed with holderbats and standard or purpose made hangers, with extended hangers for pipes to falls

Q.9 PIPES LAID IN GROUND

Q.9.1 Water pipes etc

Water pipes, gas pipes, etc laid in ground shall be at least 400mm deep from the crown of the pipe to the finished surface

Q92 Drain pipes

Excavations taken out too deep shall be filled in with selected soil and compacted. Backfilling to sides and up to 300mm above plastic pipes shall be free from stone or hard substances which will not pass a 10mm mesh

Q.10 CLEANING EYE LIDS

Cleaning eye lids for drain pipe fittings shall be fixed and sealed as follows:

Pipe fittings

Method of sealing and fixing

Fibre-cement

Sealed with synthetic rubber or bituminous mastic packing and fixed with screws

Vitrified clay

Polypropylene lid sealed with synthetic rubber packing and pressed into position

Polypropylene and unplasticized polyvinyl chloride

Sealed with synthetic rubber packing and screwed on or pressed into position

Cast iron

Sealed with tallow or putty and fixed with non-ferrous metal screws

Galvanized malleable cast iron and cast brass

Sealed with synthetic rubber packing and screwed in

Q.11 CLEANING EYES

Cleaning eyes shall consist of cast iron frames and lids with letters "CE" (or "SO") cast in lids. The lids shall be secured with non-ferrous metal screws. Frames shall be jointed to vertical drain pipes. Cleaning eyes shall be encased in unreinforced concrete taken up to ground level and plastered on exposed surfaces

Q.12 INSPECTION EYE MARKER SLABS

Inspection eye marker slabs shall be 350 x 350 x 50mm thick precast concrete finished smooth from the mould, with letters "IE" (or "IO") formed in top and placed flush in ground or paving

Q.13 GULLEYS

Gulleys shall be built up of traps, vertical piping and gulley heads with loose gratings, all encased in unreinforced concrete to finish flush with gulley head top and taken up to at least 50mm above surrounding finished surfaces. The outer top edge of the concrete encasing shall be splayed and the exposed surfaces plastered

Q.14 DISHED GULLEYS

Dished gulleys shall be built up of traps, vertical piping and gulley heads with loose gratings, all encased in unreinforced concrete and with dished unreinforced concrete hopper size 450 x 450mm overall around gulley head with rounded kerb 50mm wide to front and sides and 25mm wide at back, 100mm high above top of dishing and the hopper plastered on exposed surfaces. Top of hopper shall be taken up to at least 50mm above surrounding finished surfaces

Q.15 SUMPS, CATCHPITS, INSPECTION CHAMBERS, ETC

Q.15.1 Rainwater sumps

Rainwater sumps shall be built with half-brick sides on 100mm thick unreinforced concrete bottom, plastered internally on walls and with 80mm high unreinforced concrete kerb at top rebated for grating or cover and plastered on exposed surfaces

Q.15.2 Stormwater catchpits and inspection chambers

Brick catchpits and inspection chambers shall be built with one-brick sides on 150mm thick unreinforced concrete bottom projecting 100mm beyond walls all round, plastered internally on walls and with 100mm thick reinforced concrete cover slab with opening rebated for frame of grating or cover and plastered on exposed surfaces

Precast concrete catchpits and inspection chambers shall be constructed in accordance with the applicable details shown on Drawing LE-1 of SANS 1200LE. Precast concrete manhole sections and slabs shall comply with SANS 1294 and pipes shall be SC type and in accordance with SANS 677

Q.15.3 Sewer inspection chambers

Brick inspection chambers shall be built as for brick stormwater inspection chambers and with the bottom of the chamber well benched around half round channels, bends, junctions, etc up to sides of chamber in unreinforced concrete finished smooth

Precast concrete inspection chambers shall be constructed in accordance with the applicable details shown on Drawing LD-5 of SANS 1200LD. Precast concrete manhole sections and slabs shall comply with SANS 1294 and the pipes shall be SC type in accordance with SANS 677

Q.15.4 Stormwater drain junction boxes

Junction boxes shall be formed of 150mm thick unreinforced concrete bottom and sides to suit the various sizes of the drain pipes and built after the pipes have been laid, with the sides taken up slightly higher than the highest pipe and finished level on top for and covered with a 75mm thick loose precast concrete slab

Q.15.5 Step irons

Where inspection chambers exceed 1,2m deep, cast iron step irons shall be provided, built into the wall at 300mm centres and staggered regularly in vertical rows spaced at 200mm centres horizontally

Q.16 STOPCOCK AND METER BOXES

Stopcock and meter boxes shall be built with half-brick sides with a cast iron box and lid complying with SANS 558 set in 75mm wide unreinforced concrete kerb for the full depth of the cast iron box and plastered on exposed surfaces

Q.17 VALVE CHAMBERS

Valve chambers shall be built with half-brick sides with 100mm thick unreinforced concrete kerb to top with rebate for cover and frame to finish flush with adjacent paving or finished ground level and plastered on exposed surfaces

Q.18 CAST IRON COVERS, GRATINGS, ETC

All cast iron covers, gratings, frames and surface boxes shall be coated with preservative solution. Frames shall be cast into concrete. Covers, except covers to stormwater drainage or electrical cable inspection chambers, shall be set in grease

Q.19 CONCRETE ENCASING

Concrete encasing for pipes, bends, traps, gulleys, grease traps, etc shall be unreinforced concrete not less than 100mm thick all round

Q.20 SANITARY FITTINGS

Q.20.1 General

Glazed ceramic, acrylic and porcelain enamelled sanitary fittings and component parts shall be white. Accessories for sanitary fittings shall be chromium plated brass

Waste outlets for baths, basins, etc shall comprise chromium plated brass waste union with grating, rubber washers and locknut, fitted with rubber or vulcanite plug on a chromium plated brass chain and stay

Q.20.2 Stainless steel sanitary fittings

Stainless steel sinks and draining boards, basins, wash troughs and urinals shall be AISI Type 304 satin finished stainless steel. All stainless steel fittings shall be treated on the back with a vermin proof sound deadening coating. Sinks, basins and wash troughs shall be provided with 40mm diameter screwed waste outlets

Q.20.3 Precast concrete wash troughs

Reinforced precast concrete wash troughs shall have a sloping front with ribbed rubbing surface and shall be finished smooth on exposed faces with top edges and inner angles rounded. Each compartment shall be fitted with a 40mm diameter waste outlet. Wash troughs shall each be supported on two reinforced precast concrete pedestals finished smooth on exposed faces

Q.20.4 Steel baths

Steel baths shall be porcelain enamelled internally and painted externally and fitted with waste outlet and overflow grating with coupling

Q.20.5 Acrylic resinous baths

Acrylic resinous baths shall be fitted with waste outlet and overflow grating with coupling

Q.20.6 Acrylic resinous wash hand basins

Acrylic resinous wash hand basins and vanity units shall have a smooth high gloss finish, with outlet openings, soap recesses, tap-holes and integral overflow and shall be fitted with waste outlet and overflow grating with coupling

Q.20.7 Glazed ceramic sanitary fittings

Sinks shall be provided with integral weir overflows

Washdown closet pans shall have washdown action and be provided with smooth finished injection moulded polypropylene heavy duty double flap seats fixed with non-ferrous bolts. Urinal channels shall be provided with outlet gratings fitted in bitumen

Q.20.8 Flush and sparge pipes

Flush pipes for high level cisterns shall be of plastic or drawn galvanized steel

Flushpipes for low level cisterns shall be of plastic

Flush and sparge pipes for urinals with high level cisterns shall be of chromium plated copper piping and of the sizes recommended by the manufacturer of the urinal

Q.21 INSTALLATION OF SANITARY FITTINGS

Sanitary fittings shall be installed as follows:

Q.21.1 Precast concrete wash troughs

Precast concrete wash troughs shall be bedded on top of pedestals which shall be bedded on floors in 1:3 cement mortar

Q.21.2 Stainless steel wash troughs and wash hand basins

Stainless steel wash troughs and wash hand basins shall be fixed to walls on a pair of galvanized mild steel galleys brackets bolted to wall with 6mm diameter expanding bolts

Q.21.3 Acrylic resinous wash hand basins

Acrylic resinous wash hand basins shall be fixed to walls on a pair of standard painted cast iron brackets screwed to underside of basin and bolted to wall with 6mm diameter expanding bolts

Q.21.4 Ceramic wash hand basins

Ceramic wash hand basins shall be fixed to walls on a pair of standard painted steel or cast iron brackets bolted to wall with 6mm diameter expanding bolts

Q.21.5 Acrylic resinous baths

Acrylic resinous baths shall be bedded in 1:5 cement mortar on three cross rows of bricks or bedded solid on a layer of dry river sand and fixed to wall with galvanized steel brackets under edges (in the middle of the sides against walls) bolted to wall with 6mm diameter expanding bolts and sealed along top against wall finishes with patent mildew resistant silicone rubber

Q.21.6 Washdown closet pans and cisterns

Washdown closet pans shall be bedded on floors in 1:3 cement mortar. Cisterns shall be fixed to walls with 6mm diameter expanding bolts

Q.21.7 Ceramic urinals

Ceramic stall and slab urinals shall be bedded on floors and against walls in 1:3 cement mortar. Slabs, channels, treads, etc shall be jointed in 1:3 cement mortar and pointed in white cement

Ceramic bowl urinals shall be fixed to walls on standard steel brackets bolted to wall with 6mm diameter expanding bolts. Cisterns shall be fixed to walls on standard brackets bolted to wall with 6mm diameter expanding bolts

Q.21.8 Stainless steel urinals

Stainless steel stall and slab urinals shall be bedded on floors in 1:3 cement mortar and with backs and sides against walls filled in with fine unreinforced concrete. Cisterns shall be fixed as cisterns for ceramic urinals

Q.22 FIRE HOSE REELS

Fire hose reels shall each be fitted with a 30m long hose of internal diameter not less than 19mm with a 4,8mm internal diameter chromium plated brass nozzle

Q.23 FIRE EXTINGUISHERS

All fire extinguishers shall be fully charged

Q.24 TESTS

Sewerage pipe lines, sanitary plumbing including fittings and hot and cold water supply and fire service shall be tested to the approval of the Principal Agent and Local Authority

The Contractor shall provide all testing apparatus, material and labour required for the tests and inspections

R. GLAZING

R.1 MATERIALS AND WORKMANSHIP

Materials and workmanship shall comply with the following standards:

Glass in building	SANS 50572-1 to 5
Glazing putty for wooden and metal window frames	SANS 680
Silvered glass mirrors for general use	SANS 1236
Safety and security glazing materials for buildings	SANS 1263-1 to 3
Sealing compounds for the building industry, one Component, silicone-rubber based	SANS 1305
The installation of glazing materials in buildings	SANS 10137
Work on glass for glazing	SANS 1817

R.2 PUTTY ETC

Glazing putty shall be Type I for wooden sashes and Type II for steel sashes. Putty for glazing to unpainted hardwood shall be tinted to match the colour of the wood

Back putty shall not exceed 3mm thick. Putty shall not be painted until it has formed a surface crust, and if the putty does not form a surface crust it shall be replaced

Butyl putty shall be used where glass is to be fixed in aluminium sashes with glazing beads

Non-setting compounds shall be used where laminated glass is fixed in sashes with glazing beads

S. PAINTWORK

S.1 MATERIALS AND WORKMANSHIP

Materials and workmanship shall comply with the following standards:

Decorative paint for interior use	SANS 515
Decorative high gloss enamel paints	SANS 630
Primers for wood (for external work)	SANS 678
Primers for wood (for internal work)	SANS 678
Zinc phosphate primer for steel	SANS 1319
Undercoats for paints (except emulsion paint)	SANS 681
Aluminium paint	SANS 682
Varnish for interior use	SANS 887
Emulsion paints	SANS 1586

Materials for paintwork shall be delivered to the site in unopened containers and applied in accordance with the manufacturer's instructions. Materials shall be suitable for application to the surfaces concerned. Undercoats shall be as recommended by the manufacturer of the finishing coats

S.2 PREPARATORY WORK

S.2.1 Plastered surfaces etc

Plastered surfaces shall be thoroughly inspected and, if necessary, washed down and brushed in order to remove any traces of efflorescence and allowed to dry completely before any paint finish is applied. Before any paint is applied, holes, cracks and irregularities in plaster and other surfaces shall be filled with a suitable filler and finished smooth. Unfinished concrete surfaces shall have all projections rubbed off and shall be thoroughly cleaned with a spirits-of-salts solution (1 part concentrated spirits-of-salts to 4 parts water)

S.2.2 Metal surfaces

Metal surfaces shall be sanded, where necessary, washed with a suitable cleaning agent and left smooth

Protective coatings applied by manufacturers to galvanized metal surfaces shall be removed with a suitable agent and the surfaces washed down

Rust, grease and defective factory primers on metal surfaces, as well as pitch on cast iron pipes, shall be removed

S.2.3 Wood surfaces

Knots in woodwork shall be treated with knotting. Minor blemishes shall be filled with a suitable filler. Wood surfaces shall be sanded smooth

S.3 APPLICATION OF PAINT

Primers to wood surfaces shall be applied by brush. Primers to other surfaces may be applied by roller with the approval of the Principal Agent. Undercoats and finishing coats may be applied by brush or roller

Paint shall not be sprayed on except in the case of cellulose and other special paints where spray painting is the accepted method of application

Before subsequent coats of paint are applied the previous coat shall be properly dry and shall be sanded down where necessary

S.4 COLOUR SCHEME

A colour scheme comprising colours and the blending of colours approved by the Principal Agent shall be used for the paintwork. The tints of the undercoats shall closely match the finishing coat but nevertheless differ sufficiently to indicate the number of undercoats. Colour samples of the finishing coats shall be provided in all cases

S.5 GENERAL

Paintwork shall include the preparation of surfaces, filling, stopping, sanding and priming of nail heads and screws. Where windows, sashes, etc are to be painted, the rebates of the openings to be glazed shall be primed

T. PAPERHANGING

T.1 PREPARATORY WORK

Plaster surfaces to be papered shall be dry, thoroughly cleaned down, filled with a suitable filler as necessary to obtain a smooth surface and painted thereafter with a single coat of emulsion paint

Wood surfaces to be papered shall be knotted, stopped and sanded

T.2 PAPERHANGING

Wallpaper shall be hung in vertical long lengths. Vertical joints shall be close-fitted and plumb and the paper shall be tightly fitted to skirtings, ceilings, door frames, windows, etc. Horizontal joints will not be allowed

U. EXTERNAL WORKS

U.1 GENERAL

U.1.1 Excavations

Excavations shall be deemed to be in "earth"

U.2 LANDSCAPING

U.2.1 Topsoil

Topsoil shall vary between sandy loamy soil and sandy clayey soil with an ideal composition of 15% to 25% clay, 10% silt/sludge and 65% to 75% sand, with a minimum ratio of organic material of 2%. All material shall be free of harmful deposits as well as unwanted seeds

U.2.2 Compost

Compost shall be composed of properly decayed organic material, free from harmful deposits, salts, seeds and other waste material and shall have a pH of more than 4 and less than 7

U.2.3 Mulch

Mulch shall be approved organic material free from small particles of bark residue, fungus, disease, etc

U.2.4 Lime

Lime shall be agricultural lime of an approved manufacture

U.2.5 Fertilizer

Fertilizer shall be of the type specified, mixed thoroughly into the soil as prescribed. No fertilizer shall be added more than two weeks prior to planting

U.2.6 Backfilling

Backfilling in plant and tree holes shall be composed of two parts topsoil to one part compost mixed thoroughly together and compacted by foot in 100mm layers. Fertilizer shall only be added if prescribed

U.2.7 Pebbles

Pebbles shall be smooth with a uniform colour and form and ranging in size from 50mm to 75mm diameter. Removal of pebbles from river beds shall be done selectively to avoid any major disruption to the ecology of the river and environment

U.2.8 Plant material

U.2.8.1 General

All plant material (plants, shrubs, trees, etc) shall be obtained from a registered nursery and shall be free from damaged parts, parasites, fungus, other plant diseases or insects. No container-bound plants will be acceptable

U.2.8.2 Trees

The height of trees described in the bills of quantities shall be measured from the top of the root ball to the top of the tree. Where trees are pruned, such prune wounds shall not be more than 25mm in diameter and be sealed with an approved sealing compound

U.2.8.3 Shrubs and small plants

Shrubs and small plants shall meet the requirements for height and spread as specified. Thin or sparsely branched plants shall not be accepted. Branches shall be well spread with ample young branches and the plant as a whole shall be growing well

U.2.8.4 Groundcover

Groundcover shall be dense and healthy and shall comply with the minimum requirements for leaf density as specified

Formal grass shall be planted as runners in 50mm deep drills at 150mm centres unless otherwise described

U.2.9 Cultivation and preparation of planting areas etc

All surface rocks and stones larger than 50mm shall be removed before commencing cultivation and preparation. The entire area shall be ripped and rotavated using approved machinery by breaking up the earth to a depth of 300mm at 600mm centres in both directions, unless otherwise described, and then levelled. Where fertilizer or compost is specified, it shall be worked into the topsoil after ripping and rotavation to a depth of 300mm and finished to final levels

All fertilizer to areas to be grassed shall be strewn on the final layer before final finishing is commenced and worked mechanically into the top 150mm soil

U.2.10 Planting procedure

Holes for shrubs and groundcover shall be as follows:

Shrubs – 500 x 500 x 500mm deep

Groundcover – 300 x 300 x 300mm deep (if not planted in drills)

Holes for trees shall be square, of adequate size to accommodate the root system and suitable for the height of the tree

All plant material shall be watered thoroughly before careful removal from the container and planted in the prescribed planting medium with the top of the soil in the container finishing level with the surrounding area. Water dams size 800mm diameter x 150mm deep and 500mm diameter x 150mm deep shall be formed around trees and shrubs respectively and all planting material shall be watered immediately after planting. Trees, shrubs, etc shall be properly staked or stayed, depending on their size, on the prevailing windy side with patent tree ties

U.2.11 Maintenance

All planted areas shall be maintained for a period of three months after practical completion as defined in the contract with the exception of hydroseeded areas which shall be maintained for 12 months after an acceptable cover has been obtained

This maintenance shall consist of keeping clear of weeds and litter, loosening soil where necessary every two weeks, replacing damaged, diseased or dead plants, pruning, cutting and mowing as necessary and watering so as to keep the plant material in a healthy growing condition

U.3 ROADWORK

U.3.1 Filling

Filling under roads etc shall be of inert material having a maximum plasticity index of 10, free from large stones etc spread, levelled, watered and compacted in layers not exceeding 200mm thick to a density of 98% Mod AASHTO

U.3.2 Preparation of sub-grade

The sub-grade shall be prepared by scarifying for a depth of 150mm and compacting to a density of 98% Mod. AASHTO, including trimming to the correct levels and grades

U.3.3 Base course

The base course shall consist of crusher run stone compacted to a density of 98% Mod. AASHTO and finished to the correct levels and grades

U.3.4 Weed killer

The completed sub-grade shall be treated with an approved total weed killer

U.3.5 Bituminous premix road surfacing

Before spreading the premix material, the base course shall be swept clean and free from all dust, dirt and loose particles, lightly wetted and sprayed with a prime coat of cutback bitumen complying with SANS 308 at the rate of 1 litre/m²

The material shall consist of semi-gap graded crushed stone aggregate having the following grading:

Sieve size (mm)	% By mass passing sieve
13,2	100
4,75	45-60
2,36	42-55
1,18	40-52
0,3	25-45
0,075	5-12

The aggregate shall be mixed with bituminous road tar binder complying with SANS 748 at the rate of 1m³ of stone to 120 litre of emulsion at atmospheric temperature

The binder shall be added to the stone and mixed until the stone is uniformly coated. Thereafter 5% of clean, dry quartzitic sand shall be added and mixed until evenly distributed through the mixture

The premix shall be applied only after the primer has dried out completely and shall be spread immediately after mixing and rolled on the same day

Spreading shall be done evenly over the prepared base course to a loose depth sufficient to ensure the consolidated thickness specified

Rolling shall commence as soon as the binder has set sufficiently, followed after three days by a final rolling

U.3.6 **Precast concrete block road surfacing**

Paving blocks shall be precast concrete blocks complying with SANS 1058

Blocks shall be laid to true levels and grades on and including a 25mm thick layer of river sand with joints exceeding 2mm and not exceeding 6mm wide

After laying, the paving shall be compacted by means of a vibrating plate compactor, with joints between the blocks filled in, after compaction, by sweeping in fine sand

Infill areas at edges of paving constituting less than 25% of a full block unit and of 25mm minimum dimension shall be filled with Class C prescribed mix unreinforced concrete with top surface trowelled smooth to match blocks. Smaller areas shall be filled with 1:4 cement mortar

U.3.7 **Precast concrete kerbs and channels**

Precast concrete kerbs and channels shall comply with SANS 927, generally in 1m lengths and finished smooth from the mould on exposed surfaces. Kerbs and channels shall be bedded on and jointed in 1:3 cement mortar and pointed with keyed joints. Bases to kerbs shall be Class B prescribed mix unreinforced concrete

U.3.8 **Process control tests**

The Contractor shall be responsible for carrying out all necessary process control tests on the density and moisture content of the compacted sub-grade, base course, etc to ensure that the required compaction is being attained

U.4 **FENCING ETC**

U.4.1 **Materials**

Materials and workmanship shall comply with the following specifications and requirements :

Wooden poles, droppers, guardrail posts and spacer blocks	SANS 457-2&3
Zinc-coated fencing wire	SANS 675
Prefabricated concrete components for fencing	SANS 1372
Chain-link fencing and its wire accessories	SANS 1373

	Fasteners	SANS 1700
	Anti-intruder fences	CKS 451
	Metal droppers and standards	CKS 451
U.4.2	Galvanized wire	
	All galvanized wire shall be zinc coated wire with Class B zinc coating. Straining wire shall be 4mm diameter galvanized mild steel wire. Tie wire shall be 1,6mm diameter galvanized mild steel wire	
U.4.3	Plastic coated wire	
	Plastic coated straining wire shall be 3,15mm diameter Class C galvanized mild steel wire plastic coated to an overall diameter of 3,95mm	
	Plastic coated tie wire shall be 1,8mm diameter Class C galvanized mild steel wire plastic coated to an overall diameter of 2,5mm	
U.4.4	Galvanized barbed wire	
	Galvanized barbed wire shall be 2,5mm diameter mild steel double strand reverse twist zinc coated barbed wire with Class A zinc coating	
U.4.5	Galvanized wire mesh	
	Galvanized wire mesh shall be 50mm mesh chain link netting of 2,5mm diameter Class C galvanized mild steel wire	
U.4.6	Plastic coated wire mesh	
	Plastic coated wire mesh shall be 50mm mesh chain link netting of 2,5mm diameter Class C galvanized mild steel wire plastic coated to an overall diameter of 3,25mm	
U.4.7	Galvanized welded wire mesh	
	Galvanized welded wire mesh shall be fabricated from pre-galvanized wires to rectangular pattern welded together at each intersection using a welding method which forms a zinc oxide protective coating at each intersection	
U.4.8	Razor wire	
	Razor wire shall be fabricated from 2,5mm diameter galvanized high tensile steel wire fitted with razor barbs formed of 0,5mm galvanized steel strip clipped on at 37,5mm centres	
U.4.9	Metal droppers and standards	
	Droppers shall be of ridged T-section mild steel with a mass of not less than 0,55kg/m. Standards shall be of I- section mild steel with a mass of not less than 3kg/m or of ridged edge Y-section mild steel with a mass of not less than 2,5kg/m, and shall be driven 600mm deep into the ground	
	Droppers and standards shall have either galvanized, sprayed metal or painted finish as described in the items and in accordance with CKS 451. In addition, those surfaces of standards embedded in the ground shall be coated with bitumen	
U.4.10	Metal posts and stays	
	Posts and stays shall comply with CKS 451 and shall be of black galvanized mild steel tubing as specified	
	Straining posts shall be of 108mm outside diameter x 3mm wall thickness tubing, each with a 300 x 300 x 5mm thick mild steel sole plate and a steel cap welded on	
	Intermediate posts shall be of 50mm outside diameter x 2,5mm wall thickness tubing, each with a 230 x 230 x 5mm thick mild steel sole plate and a steel cap welded on	
	Stays for straining posts shall be of 50mm outside diameter x 2,5mm wall thickness tubing, each with a 230 x 230 x 5mm thick mild steel sole plate welded on and fixed raking with top end flattened, bent, holed and bolted to straining post with and including a 5mm diameter galvanized mild steel bolt with nut and washer	
	Posts and stays shall have either galvanized or painted finish as described in the items and in accordance with CKS 451. In addition, sole plates and portions of posts and stays embedded in ground shall be coated with bitumen	

U.4.11 Timber posts, stays and droppers

Timber posts shall be 125mm diameter, timber stays shall be 100mm diameter and timber droppers shall be 30mm diameter

U.4.12 Prestressed concrete posts and stays

Prestressed concrete posts and stays shall be finished smooth from the mould and uniformly stressed by means of high tensile longitudinal prestressing wires with concrete cover to wires of not less than 20mm

Corner and straining posts shall be 100 x 100mm and intermediate posts and stays shall be 75 x 75mm. Stays shall be fixed raking with top end splayed and glued to posts with a suitable epoxy compound

U.4.13 Bolts, nuts and washers

Straining eye bolts, hinge bolts, bolts, nuts and washers shall be galvanized

U.4.14 Precast concrete fencing

Precast concrete fencing over sloping terrain shall be stepped to suit terrain, including the use of increased lengths of posts as necessary, excavation, etc

U.4.15 Concrete bases

Bases in ground for posts, stays, etc shall be of Class B prescribed mix concrete with tops 100mm below surface of ground

Sizes of concrete bases for posts, stays, etc shall be as follows:

Straining and gate posts	–	450 x 450 x 700mm deep
Intermediate posts	–	300 x 300 x 600mm deep
Stays	–	600 x 300 x 500mm deep

U.4.16 Security overhangs

Where fencing is described as having a security overhang, the posts and standards shall have angular (single arm) extension arms

Extension arms shall be attached to the posts and standards by welding in the case of steel and by spiking in the case of timber

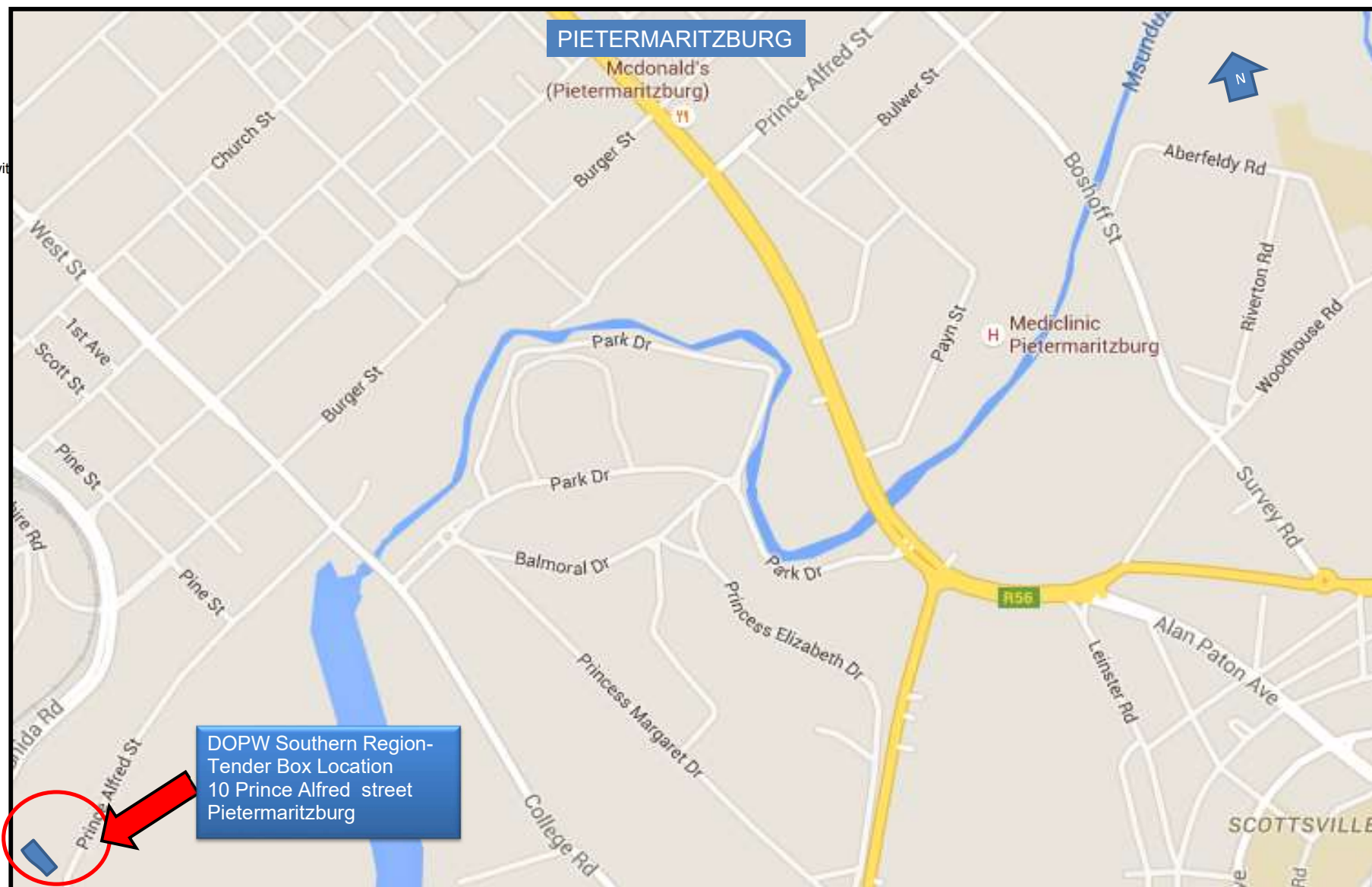
Concrete extension arms shall be cast integrally with the post or standard

Barbed wire to security overhangs shall be tightly strained and wired at each intersection with extension arms and shall have barbed wire braces at 450mm centres between standards, posts, etc wired onto the barbed wire and the top straining wire

U.4.17 Gates

Gates shall be formed of 40mm outside diameter x 2,5mm wall thickness mild steel tubular framework with welded joints, strongly braced as necessary and filled in with wire mesh as described above, properly strained and securely bound to framework with tie wire

ANNEXURE 2



Annexure 4

WAIVER OF CONTRACTOR'S LIEN

DEFINITIONS

Contractor: _____

Employer: Head: Public Works (KZN Department of Public Works: Province of KwaZulu-Natal)

Agreement: NEC3 Conditions of Contract (Option E) 2013 Edition

Works (description):

Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations

Site:

Portion 1 of Erf 378 located at corner of Topham Road and College Road Region:
Umgungundlovu District Municipality: Umsunduzi Local Municipality:

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

Annexure 5



Joint Venture Agreement (March 2004) (First Edition of CIDB document 1017)

1. PREAMBLE

This agreement is made and entered into by and between
with NE

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)*

Office of the Premier: Parkside Residence: Urgent repairs to roof leaks including other Internal Repairs and Renovations

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 Committee, unless otherwise decided by the Management Committee.

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].