

BID NO: 08/FY/23

**CONSTRUCTION OF A VIEWING DECK AT
OVISTON NATURE RESERVE.**

Closing Date & Time : 10 August 2022 @ 11:00 am

A Tender for Category : 3GB Only CIDB Registered Contractors

Name of Tenderer : _____

Compulsory Briefing : 20 July 2022, Oviston Nature Reserve @ 12:00 noon

GPS Co-ordinates : Latitude - 30°42'0.11"S Longitude - 25°45'56.42"

Total Bid Price : _____

CSD Number : _____

CIDB CRS Number : _____

EASTERN CAPE PARKS & TOURISM AGENCY

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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3. CONTRACT

THE CONTRACT

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

EASTERN CAPE PARKS & TOURISM AGENCY

BID NO: 08/FY/23 – CONSTRUCTION OF A VIEWING DECK AT OVISTON
NATURE RESERVE

TENDER SUMMARY PAGE

NAME OF TENDERER

DETAILS OF CONTACT PERSON:

NAME

TELEPHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

ADDRESS OF TENDERER

VAT REGISTRATION NO.

PREFERENCE POINTS CLAIMED

(Max. 20 points)

CONSTRUCTION PERIOD OFFERED*

(Max. 3 months)

*(Measured from date of official Site Hand Over)

DATE OF TENDER

TENDERER 'S SIGNATURE

(Person authorised to sign the TENDER)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EASTERN CAPE PARKS & TOURISM AGENCY

**BID NO: 08/FY/23 – CONSTRUCTION OF A VIEWING DECK AT
OVISTON NATURE RESERVE**

1: TENDER

Contractor

Witness 1

Witness 2

Employer

T1

Witness 1

Witness 2

EASTERN CAPE PARKS & TOURISM AGENCY

**BID NO: 08/FY/23 – CONSTRUCTION OF A VIEWING DECK AT
OVISTON NATURE RESERVE**

PART T1: TENDERING PROCEDURES

Contractor	Witness 1	Witness 2	Employer T1.0	Witness 1	Witness 2

PART T1: TENDERING PROCEDURES

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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T1.i

T1.1 TENDER NOTICE AND INVITATION TO TENDER

CONTRACT NO: 08/FY/23

CONSTRUCTION OF A VIEWING DECK AT OVISTON NATURE RESERVE

Tenderers should have a CIDB contractor grading designation 3GB ONLY. Contractors with grading designation of 4GB or higher will not be considered.

Tenderers will be evaluated on four stages. In Stage 1 bids will be evaluated on pre-requisites, Stage 2 Local Content, Stage 3- Price and B-BBEE (80/20) Preference Point System will be applied in Stage 3. In Stage 4 bids will be assessed for risk.

The Tender documents will only be obtainable as from the **8th of July 2022** and should be downloaded from the following websites: www.visiteasterncape.co.za/corporate/procurement/tenders; www.ectreasury.gov.za;

A **COMPULSORY TENDER CLARIFICATION MEETING** will be held in respect of this tender on the **20th of July 2022 at 12:00 noon at Oviston Nature Reserve Site ; Co-ordinates: Latitude - 30°42'0.11"S Longitude - 25°45'56.42"**. Tenderers should already be in possession of the tender document and be familiar with the contents thereof.

The lowest or any tender will not necessarily be accepted, and the agency reserves the right to accept the Tender as a whole or in part. Bids must remain valid for a period of **150 days** after the closing date for the submission of bids, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Department.

The closing date and time for receipt of bids is **10 August 2022 at 11:00am**. Bids must be enclosed in a sealed envelope bearing the name of the Tenderer as well as the applicable tender heading, reference number, closing time and due date and must be addressed to, **The Chief Executive Officer**, and must be submitted in the tender box located at, 17-25 Oxford Street, Corner Oxford and Fleet Street East London, before the closing time and date.

TECHNICAL ENQUIRIES

1. Ms M. Lawana, Project Manager: Tel: 043 705 4400, Fax: 043 742 5566, E-mail: Mandilakhe.Lawana@ecpta.co.za
2. Mr. M Sandi, Supply Chain Management: Tel: 043 705 4400, Fax 086 206 0595, E-mail: Mcebisi.Sandi@ecpta.co.za

 Contractor	 Witness 1	 Witness 2	 Employer	 Witness 1	 Witness 2
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T1.1.1

T1.2 TENDER DATA

The conditions of bid are the Standard Conditions of Bid as contained in Annex F of Board Notice 136 of 2015 in Government Gazette No. 30960 of 10 July 2015, Construction Industry Development Board (CIDE Standard for Uniformity in Construction Procurement as is available from the CIDB website (see www.cidb.co.za)

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender to which it mainly applies.

F.1.1 Actions

The Employer for this Contract will be the instance named in the Contract Data.

F.1.2 Tender Documents

(a) **The Tender Document** issued by the Employer comprises of the following:

THE TENDER		
Part T1	:	Tender Procedures
T1.1	:	Tender Notice and Invitation to Tender
T1.2	:	Tender Data
Appendix	:	Standard Conditions to Tender
Part T2		Returnable Documents
T2.1		Forms, Certificates and Schedules required for Evaluation of Tender Responsiveness
T2.2		Other Forms, Certificates and Schedules that will be Incorporated into the Contract
T2.3		Documentation, Forms and Schedules Required for Tender Evaluation Purposes
T2.4		Other Documentation, Forms and Schedules required for Tender Evaluation Purposes

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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THE CONTRACT (Part3)		
Part C1		Agreements and Contract Data
C1.1		Form of Offer and Acceptance
C1.2		Contract Data
Part C2		Pricing Data
C2.1		Pricing Instructions
C2.2		Provisional Bills of Quantities
C2.3		Amendments, Qualifications and Alternatives by Tenderer
Part C3		Scope of Work
C3.1		Standard Specifications
C3.2		Project Specifications
C3.3		Particular Specifications
C.4		Drawings
Part C4		Site Information
C4.1		Geotechnical Information of Site

The Tender Document and the drawings shall be obtained from the Employer or his authorized representative at the physical address stated in the Tender Notice, upon payment of the amount stated in the Tender Notice. The following documents are relevant to this Tender and Tenderers are advised to obtain their own copies thereof:

- (a) **“JBCC Principal Building Agreement (Edition 6.2 of May 2018)”**
issued by the Joint Building Contracts Committee Inc. (including amendments).
- (b) **“Standardized Specifications for Civil Engineering Construction”**
SANS 1200.
- (c) **“Code of Practice for the application of the National Building Regulations”**
SABS 0400-1990
- (d) **The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993,**
and the Construction Regulations 2003 (Government Gazette

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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T1.2.2

No 25207 of 18 July 2003, Notice No R1010).

- (e) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.
- (i) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Gazette Notice No 33239 of 28 May 2010,
- (ii) SANS 1921:2004 Construction and Management

Part 1 : General Engineering and Construction Works;

Part 2 : Accommodation of Traffic on Public Roads occupied by the Contractor Part 3 : Structural Steelwork

Part 5 : Earthworks Activities which are to be performed by hand

- (iii) Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its Regulations as published in the Government Gazette No. 34350 of 8 June 2011

F.1.4 Communication and Employer's Agent

The Employer's agent is : Ms. Fezeka Manyika
Address : 21A Beacon Park Offices,
21 Pell Street
Beacon Bay
East London, 5214
Contact Number : 087 161 0930

F.2.1 Eligibility

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

- (a) the Contractor submitting the Tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- (b) the Tenderer does not have the legal capacity to enter into the contract;
- (c) the Contractor submitting the Tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;
- (d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;
- (e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

The following Tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their Bids evaluated:

- (a) Contractors who have a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the Tender sum, 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; and

Joint ventures are eligible to submit Bids provided that:

- (a) every member of the joint venture is registered with the CIDB

F.2.7 Site visit and clarification meeting

The arrangements for the clarification meeting and site inspection, which is **compulsory** for this contract, are as follows:

Site Inspection and Clarification Meeting - Location/venue: Oviston Nature Reserve, Venterstad

Date: 20 July 2022

Starting time: 12:00 noon

F.2.12 Alternative Tender offers

No alternative offers will be considered, but the original tender document needs to be completed and submitted as well.

F.2.13 Submitting a Tender Offer

Tender offers shall be submitted as an original only. All three volumes of the tender document must be printed and neatly ring bound. All three documents must be submitted on the tender closing date with all the relevant information completed and pages signed. All the required information and documentation required for the evaluation of the tender must be bound into the document. The Provisional Bills of Quantities must be completed by hand.

F.2.13.1 Delivery of Tender

The Employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:

Location of Tender boxes: At Reception in the offices of Eastern Cape Parks & Tourism, East London

Physical address: (1) 17-25 Oxford Street, Corner Oxford and Fleet, East London

Identification Details:

F.2.15 Closing time

The closing time for submission of Tender Offers is **11:00am** .

Telephonic, telegraphic, telex, facsimile, electronic or e-mailed Bids will not be accepted.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.2.16 Tender offer validity

The Tender offer validity period is 150 days from the closing time for submission of Bids.

F.2.17 Clarification of Tender Offer after submission

For this contract the employer may, after clarification with the Tenderer, agree to amend the total of the prices stated by the Tenderer in his Tender offer.

F.2.19 Inspections, tests and analyses

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

F.2.22 Return of Tender Documents

Where a Tenderer who received a Tender document does not submit a Tender, the Tender documents issued to him must be returned to the Employer within 14 days after the closing date for submission of Bids.

F.2.23 Certificates

The following documentation must be provided with the Tender:

1. A copy of a full CSD report for the month of August 2022 or SARS Pin from SARS certifying that the taxes of the Tenderer is in order.
2. A Valid Copy of VAT Registration Certificate (if VAT number is not quoted in the Tax Clearance Certificate).
3. Proof of Contractor Registration with the CIDB (CRS number to be provided).
4. A Valid Copy of the Tenderer's Workmen's Compensation Certificate, Act 4 of 2002.
5. A Valid Copy of the Tenderer's Unemployment Insurance Certificate, Act 4 of 2002.
6. A signed Joint Venture Agreement (if Tenderer is a Joint Venture)

F.3.4 Opening of Tender Submissions

Bids will be opened in public at the date and time stipulated in the tender advert.

F.3.5 One envelope system

The One envelope system will be followed for this Tender.

F.3.9 Arithmetical Errors, omissions and discrepancies

- **Add to clause F.3.9.1 the following:**

"If it is found obvious that a bona-fide mistake was made in writing out the Tender amount, or if the total Tender amount is corrected according to the prescripts of **F.3.9.2 to F3.9.4** below, the amount in words shall be amended".

- **Replace clauses F.3.9.2, F3.9.3 and F3.9.4 with the following:**

"Check responsive Tender offers for arithmetical errors, correcting them in the following manner:

- (a) If a Bills of Quantities (or schedule of quantities or schedule of rates) applies and there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the **unit rate as quoted shall govern and the line item total shall be corrected.**

However, in exceptional cases where, in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in either the unit rate or line total, or where the error was obviously not a result of incorrect arithmetic but rather the result of a writing error, the Employer reserves the right to

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

correct either the Tendered rate or the line total as the case may be, subject to clarification in terms of Clause F.2.17.

- (b) Where there is an error in the total of the prices, either as a result of corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall be adjusted to obtain the correct Tender value."

F.3.11 Evaluation of Tender Offers

Before evaluating Tender offers, the Bids will be in accordance with Method 2 of the CIDB Standard Tender Evaluation in four stages, namely:

- Stage 1: Compliance with bid requirements
- Stage 2: Local Content Declaration for designated items
- Stage 3: Financial Offer and Preference Evaluation
- Stage 4: Risk Assessment

Stage 1: Compliance with bid requirements

Bidders must comply with the set of compliance requirements listed below. The compliance requirements stated below are project specific and disparate from the pre-qualification requirements enshrined in the Preferential Procurement Policy Regulations of 2017.

- (i) **Compulsory Briefing:** Bidders must attend the compulsory briefing meeting on site.
- (ii) **CIDB:** Proof of CIDB contractor grading designation equal to **3GB Only**. CRS number also to be provided. Contractors with designation of 4GB or higher will not be considered.
- (iii) **Company Experience:** Bidders **MUST** provide evidence of execution or completion of at least two (2) General Building projects (GB). Proof will be accepted in the form of **Practical Completion certificates** and or **completion certificate**. Only projects with a rand value of R300 000 and above will be considered for evaluation.
- (iv) **Team Capability:** Bidders must provide CV's and certified copies of qualifications (where applicable) for the following team members. Copies of qualifications must be certified by the Commissioner of Oaths **not older than three (3) months**.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Resources	Qualifications	No of years' Experience
Site Agent	National Diploma or higher in Civil/Building	3 or Higher
Foreman	N/A	5 or Higher
Occupational Health and Safety Representative	Relevant Certification/Qualification	1 or Higher
Environmental Control Representative	Relevant Certification/Qualification	1 or higher

NB: Failure to comply with any of the above requirements will lead to immediate rejection of the bid.

Stage 2: Local Content

Only locally produced or locally manufactured products and components for construction will be considered based on the prescribed threshold for each component. Bidders must complete and submit SBD 6.2 and all its associated Annexures in order to be considered. Failure to complete the SBD 6.2 and or its Annexures or failure to obtain the minimum threshold for local content will result in immediate rejection of the bid.

Stage 3: Financial Offer and Preference Evaluation

CRITERIA	POINTS
Price	80
B-BBEE Status	20
Total	100

NB: Certified copy or original B-BBEE Status Level Verification Certificate/ Affidavit must be submitted to substantiate B-BBEE Status claimed. When such certificate is not provided as proof the company will automatically score zero.

Stage 4: Risk Analysis

In addition to the evaluation of Responsiveness, a risk analysis will be performed on the Tenderers having the highest ranking / number of points to ascertain if any of the following, as relevant, present an unacceptable commercial risk to the employer in terms of:

- Clause F.3.13 of the Standard Conditions of Tender
- Unduly high or unduly low Tendered rates or amounts in the Tender offer. In this regard, a financial risk analysis will be performed to verify that the rates entered

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

in the Bill of Quantities are reasonable and balanced. Bids may be disqualified if Tendered rates are found to be distorted. Such evaluation will include "Rate Only" items;

- c) Contract data provided by the contractor; and
- d) The contents of the Tender Returnables which are to be included in the contract

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- Bidders may tender on all these 3GB clustered projects i.e. (Bid 04/FY/23, Bid 05/FY/23, Bid 06/FY/23, Bid 07/FY/23 and Bid 08/FY/23), however no bidder will be awarded more than one project from these clustered projects in line with the requirements of break-out procurement. In the case where a bidder has scored the highest points on more than one bid, A bidder will be requested to select only one project in the order of preference. In the instance where a bidder has been awarded a project in their order of preference, that bidder will not be considered in the remaining bids (as a lowest acceptable price).
- The ECPTA reserves the right to negotiate market related rates with any bidder that has a potential of being awarded the bid.
- The ECPTA reserves the right to negotiate market related rates with any bidder that has a potential of being awarded the bid.
- The Eastern Cape Parks & Tourism Agency Supply Chain Management Policy will apply.
- Bidders must be registered with the National Treasury Central Supplier Database (CSD)
- Eastern Cape Parks & Tourism Agency does not bind itself to accept the highest bid or any other bid and reserves the right to accept the whole or part of the bid.
- Bids which are late, incomplete, unsigned, or submitted by facsimile or electronically, will not be accepted.
- Bids submitted are to hold good for a period of 150 days
- A service level agreement shall be signed with the successful service provider.
- ECPTA reserves the right to terminate the contract if not satisfied with the work produced by the service provider. Only bidders that have met the requirements of the proposal / specification shall be considered during the adjudication process.
- Companies that bid as joint venture must submit an official signed business agreement by both parties. If the service provider does not meet this requirement, it will be automatically disqualified.
- The ECPTA Bid Committee and the Supply Chain Management Unit may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid documents.

Tax Clearance

- a) It essential to ensure that persons conducting business with the State are tax compliant at the awarding of bids as no bid may be awarded to persons who are not tax compliant
- b) In order to comply with the provisions of tax, bidders must utilize the Standard Bidding Document (SBD1) issued with this bid
- c) Bidders must submit their tax compliance status PIN together with the bid
- d) The Central Supplier Database and tax compliance PIN are the approved methods that will be utilized to verify tax compliance as the South African Revenue Services does not issue Tax Clearance Certificates but has made an online provision available, via eFiling, for bidders to print their own Tax Clearance Certificates which they can submit with their bids

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- e) Printed copies of Tax Clearance Certificates will be accepted and verified on the eFiling.

F.3.13.1 Acceptance of Tender Offer

Tender offers will only be accepted if:

- (a) the Tenderer has submitted with his Offer all relevant documentation as stated in F2.23
- (b) the Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- (c) 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 of 2004 as a person prohibited from doing business with the public sector; and
- (d) the Tenderer has not:
 - (i) abused the Employer's Supply Chain Management System or
 - (ii) failed to perform on any previous contract.
- (e) the Tenderer has achieved the minimum score for quality as stated in F.3.11.

F3.17 Copies of contract

The number of paper copies of the signed contract to be provided by the Employer is **ONE**.

The Standard Conditions of Tender to follow is obtained from Annexure F of CIDB Standard for Uniformity in Construction Procurement (28 May 2010), which contains references to the Tender Data for details that apply specifically to the Tender.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T1.2.9

T1.3 STANDARD CONDITIONS OF TENDER

F.1 General

F.1.1 Actions

F1.1.1 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, comply with all legal obligations and not engage in anticompetitive practices.

F.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. Tenderers 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 at the start of any deliberations relating to 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.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

F.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.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.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 organisation 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 organisation which employs that employee.
- (b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- (c) be made between offers on a comparative basis
- (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; and
- (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
- (e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- (f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.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. Writing 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.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.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 bids.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require 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.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that bids 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.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2

F.1.6.3 Proposal procedure using the two stage-system

F.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

F.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.

F.1.6.3.2.2 The employer shall evaluate bids 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.

F.2 TENDERER'S OBLIGATIONS

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer complies with 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.

F.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 bids.

F.2.2 Cost of tendering

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.

F.2.3 Check documents

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

F.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.

F.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.

F.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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.2.7 Site visit and 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.

F.2.8 Seek clarification

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

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may 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.

F.2.10 Pricing the tender offer

F.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.

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

F.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.

F.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.

F.2.11 Alterations to documents

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. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.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.

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

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a 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.

F.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 in black ink.

F.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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

the parts communicated electronically in the same format as they were issued by the employer.

F.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.

F.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.

F.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.

F.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.

F.2.13.8 Accept that the employer shall 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.

F.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.

F.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.

F.2.15 Closing time

F.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 the proof of posting shall not be accepted as proof of delivery.

F.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.

F.2.16 Tender offer validity

F.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.

F.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.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for bids that a tender is to be withdrawn or substituted.

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

F.2.17 Clarification of tender offer after submission

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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 F.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.

F.2.18 Provide other material

F.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 employer's request, the employer may regard the tender offer as non-responsive.

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

F.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.

F.2.20 Submit securities, bonds, policies, etc.

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.

F.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.

F.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.

F.2.23 Certificates

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.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.

F.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 of the Tender Notice until seven 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, will then notify it to all tenderers who drew documents.

F.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.

F.3.4 Opening of tender submissions

F.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.

F.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, preferences claimed and time for completion for the main tender offer only.

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

F.3.5 Two-envelope system

F.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 bids 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.

F.3.5.2 Evaluate the quality 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 quality evaluation above the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.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.

F.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.

F.3.8 Test for responsiveness

F.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.

F.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 bids, 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.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive bids 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.

F.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 item 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.

F.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.

F.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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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.

F.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.

F.3.11 Evaluation of tender offers

F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the Tender Data.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (T EV) in accordance with the following formula:
$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.
 W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
 A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_o / M_s$$

where: S_o is the score for quality allocated to the submission under consideration;
 M_s is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the Tender data.

F.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.

F.3.13 Acceptance of tender offer

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

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- 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,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 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.

F.3.14 Prepare contract documents

F.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.

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

F.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.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.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.

F.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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

EASTERN CAPE PARKS & TOURISM AGENCY

CONTRACT NO.: 08/FY/23

CONSTRUCTION OF A VIEWING DECK AT OVISTON NATURE RESERVE

PART T2: RETURNABLE DOCUMENTS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

RETURNABLE DOCUMENT CHECKLIST

Tenderers to complete this checklist to ensure that all information in the Tender Document is completed included and read by the Tenderer.

Page	Ref	Description	Completed/ Included/ Read
		All pages requiring signatures signed by the Tenderer (Authorized Person)	
1		Correct Tender Offer Amount on BOQ's carried forward to Tender Summary (Page iv) and Form of Offer (Page C1.3)	
T2.3	T2.1	Forms, Certificates and Schedules required for evaluation of Tender responsiveness	
T2.4	T2.1.1	Compulsory Tender Briefing / Site Inspection Certificate	
T2.5- T2.7	T2.1.2	Certificate of Authority for Signatory	
T2.8	T2.1.3	Registration Certificates / Agreements / Identity Documents	
T2.9- T2.17	T2.1.4	Joint Venture / Consortium Disclosure Form	
T2.18	T2.1.5	CSD/ Compliance PIN	
T2.19	T2.1.6	Proof of Registration with CIDB	
T2.20	T2.1.7	Proof of Workmen's Compensation Registration	
T2.21	T2.2	Other Forms, Certificates and Schedules that will be incorporated into the contract	
T2.22	T2.2.1	Record of Addenda to Tender Documents	
T2.23	T2.2.2	Local Employment Generation	
T2.24	T2.2.3	Unemployment Insurance Fund (UIF) – Registration Certificate (Act 4 of 2002)	
T2.25- T2.26	T2.2.4	Form Concerning Fulfilment of the Construction Regulations, 2003	
T2.27	T2.2.5	Form of Required Information	
T2.28- T2.31	T2.2.6	Bidders Disclosure	
T2.32- T2.33	T2.2.7	Preferential Procurement Claim Form (SBD 6.1)	
T2.37	T2.2.8	Local Content Declaration (SBD 6.2)	
		Annexures for Local Production and Content	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Page	Ref	Description	Completed/ Included/ Read
T2.37	T2.3	Documentation, Forms and Schedules required for Tender evaluation purposes	
T2.38- T2.39	T2.3.1	Related Experience of Tenderer	
T2.40- T2.51	T2.3.2	List of Key Personnel	
T2.52- T2.53	T2.3.3	Schedule of Plant and Equipment	
T2.54- T2.55	T2.3.4	Schedule of Proposed Sub-Contractors	
T2.56	T2.3.5	Provisional Programme and Method Statement	
T2.60	T2.4	Other Documentation, Forms and Schedules required for Tender evaluation purposes	
T2.61	T2.4.1	Form of Intent to provide a Performance Guarantee	
T2.62	T2.4.2	Broad-based Black Economic Empowerment Status Level Certificate	N/A
T1.2.6	F.3.11	Compliance with bid requirements	
		• Proof of CIDB contractor grading designation equal to 3GB Only • Evidence of execution or completion of at least two (2) General Building projects (GB). • Team Capability	
C1.18	C1.2.2	Part 2 : Data Provided by the Contractor (Contract Specific Data)	
C2.5	C2.2	Pricing Data (Provisional Bills of Quantities)	
BOQ's	C2.2	Sign and date Final Summary	
BOQ's	C2.2	Completed in BLACK INK only and corrections crossed out and initialed	
C2.6	C2.3	Amendments, Qualifications and Alternatives by Tenderer	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.xv

PART T2 : RETURNABLE DOCUMENTS

Notes :

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

All forms must be duly completed in **black ink** as required.

The list of returnable documents, which consists of forms and schedules to be completed and company specific certificates and information pages to be attached, comprise the following:

TABLE OF CONTENTS

	Page
T2.1 Forms, Certificates and Schedules required for evaluation of Tender responsiveness	T2.3 – T2.19
T2.2 Other forms, certificates and schedules that will be incorporated into the contract	T2.20-T2.35
T2.3 Documentation, forms and schedules required for Tender evaluation purposes (Functionality Evaluation)	T2.36-T2.51
T2.4 Other documentation, forms and schedules required for Tender evaluation purposes	T2.52-T2.59

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
-----------------------------------	----------------------------------	----------------------------------	---------------------------------	----------------------------------	----------------------------------

T2.2.0

T2.1 FORMS, CERTIFICATES AND SCHEDULES REQUIRED FOR EVALUATION OF TENDER RESPONSIVENESS

	Page No.
T2.1.1 Tender Briefing / Site Inspection Attendance Certificate	T2.1
T2.1.2 Certificate of Authority for Signatory	T2.2-T2.5
T2.1.3 Registration Certificates/Agreements/Identity Documents	T2.6
T2.1.4 Joint Venture/Consortium Disclosure Form	T2.7-T2.16
T2.1.5 Central Supplier Database (CSD)	T2.17
T2.1.6 Proof of Registration with CIDB	T2.18
T2.1.7 Proof of Workmen's Compensation Registration	T2.19

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
-----------------------------------	----------------------------------	----------------------------------	---------------------------------	----------------------------------	----------------------------------

T2.2.i

T2.1.1 TENDER BRIEFING / SITE INSPECTION ATTENDANCE **CERTIFICATE**

This is to certify that (Tenderer).....of
Address.....
Telephone number Fax
number E-mail
address

Was represented by the person(s) named below at the compulsory meetings held for all Tenderers
as per the Tender Data (T1.2 – F.2.7)

I/We hereby acknowledge that I/We visited the site and acquainted ourselves with the conditions
likely to influence the work and all aspects that could influence either the cost or the construction of
the services prior to determining our rates and prices.

I/We further certify that I/we are satisfied with the description of the work and explanations given at the
meeting and that I/We understand perfectly the work to be done, as specified and implied, in the
documentation and information provided.

TENDERER'S REPRESENTATIVE(S):

Name : Signature
Capacity :

Name : Signature
Capacity :

EMPLOYER'S REPRESENTATIVE:

Name : Signature
Capacity : Date

 Contractor	 Witness 1	 Witness 2	 Employer	 Witness 1	 Witness 2
---------------------------	--------------------------	--------------------------	-------------------------	--------------------------	--------------------------

T2.1.2

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

Signatories for Companies, Close Corporations, Partnerships, Joint Ventures or Sole Proprietors must establish their authority thereto by attaching a copy of the relevant resolution of their Board of Directors, Members or Partners duly signed and dated. Examples are shown below.

(I) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors of hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Ms, acting in the capacity of, was authorized to sign all documents in connection with the tender for **Tender No. 08/FY/23** and any contract resulting from it, on behalf of the company.

Chairman:

Chairman :

As Witness: 1.
2.

Date :

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(II) **CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key members in the business trading as hereby authorise Mr/Ms acting in the capacity of to sign all documents in connection with the tender for **Tender No.0 8 / F Y / 2 3** and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note : this certificate is to be completed and signed by all of the key members upon whom rests the directions of the affairs of the Close Corporation as a whole.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
-----------------------------------	----------------------------------	----------------------------------	---------------------------------	----------------------------------	----------------------------------

(III) **CERTIFICATE FOR PARTNERSHIP**

We, the undersigned, being the key partners in the business trading as,hereby authorize Mr/Msacting in the capacity of to sign all documents in connection with the tender for **Tender No.08/FY/23** and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE
Lead partner			

behalf.

Note : This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of Partnership as a whole.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
-----------------------------------	----------------------------------	----------------------------------	---------------------------------	----------------------------------	----------------------------------

(IV) **CERTIFICATE JOINT VENTURE**

We, the undersigned, are submitting this Tender offer in Joint Venture and hereby authorize Mr/Msauthorized signatory of the company..... acting in the capacity of lead partner, to sign all documents in connection with the tender for **Tender No.08/FY/23** and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner		Signature
		Name
CIDB Registration No.		Designation
Lead Partner		Signature
		Name
CIDB Registration No.		Designation
Lead Partner		Signature
		Name
CIDB Registration No.		Designation

Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
-----------------------------------	----------------------------------	----------------------------------	---------------------------------	----------------------------------	----------------------------------

(V) **CERTIFICATE FOR SOLE PROPRIETOR**

I, hereby confirm that I am the sole owner of the business trading as

Signature of Sole Owner :

As Witnesses:

1.

2.

Date :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1.3 REGISTRATION CERTIFICATES/AGREEMENTS /
IDENTITY DOCUMENTS

Attach hereto certified copies of Registration Certificates for Companies and Closed Corporations and certified copies of Identity Documents for Partnerships and Sole proprietors as well as signed Agreements and Powers of Attorney for Joint Venture / Consortium if applicable.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.7

T2.1.4 JOINT VENTURE/CONSORTIUM DISCLOSURE FORM

TO BE COMPLETED ONLY IF TENDER IS SUBMITTED IN A JOINT VENTURE OR CONSORTIUM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. **JOINT VENTURE PARTICULARS**

- a) Name
- b) Postal address.....
..... c) Physical address
.....
.....
- d) Telephone

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
------------	-----------	-----------	----------	-----------	-----------

e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements

2.2(a)

Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements

3.2(a) Name of Firm

Postal Address

Physical Address

Telephone

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements
.....

3.3(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements
.....

(Continue as required for further Affirmable Joint Venture Partners)

4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

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

5. OWNERSHIP OF THE JOINT VENTURE

- a) Affirmable Joint Venture Partner ownership percentage(s) %
b) Non-Affirmable Joint Venture Partner ownership percentage(s) %
c) Affirmable Joint Venture Partner percentages in respect of: *
 (i) Profit and loss sharing.....
 (ii) Initial capital contribution in Rands.....

.....
.....
(*Brief descriptions and further particulars should be provided to clarify percentages).

- (iii) Anticipated on-going capital contributions in Rands

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making,

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
-----------------------------------	----------------------------------	----------------------------------	---------------------------------	----------------------------------	----------------------------------

indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

.....

.....

.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....

.....

.....

(c) Signing, co-signing and/or collateralising of loans

.....

.....

.....

(d) Acquisition of lines of credit

.....

.....

.....

(e) Acquisition of performance bonds

.....

.....

.....

(f) Negotiating and signing labour agreements

.....

.....

.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(b) Major purchasing

(c) Estimating

(d) Technical management

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the "managing partner", if any,

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

(c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

* Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

10. PERSONNEL

- (a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

- (b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.
- (i) Number currently employed by Affirmable Joint Venture Partners

-
- (ii) Number currently employed by the Joint Venture
-

- (c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture
-

- (d) Name of individual(s) who will be responsible for hiring Joint Venture employees
-
-

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....
.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

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

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorised to sign on behalf of.....

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of..... Name

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Address
Telephone
Date

Signature
Duly authorised to sign on behalf of..... Name

Address
Telephone
Date

Signature
Duly authorised to sign on behalf of..... Name

Address
Telephone
Date

Signature
Duly authorised to sign on behalf of..... Name

Address
Telephone
Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Signature

Duly authorised to sign on behalf of..... Name

Address

Telephone

Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.1.5

CENTRAL SUPPLIER DATABASE / TAX COMPLIANCE PIN

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.

Tenderers' full copy of CSD report for the month of July 2022 / Tax compliance PIN must be attached hereto.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.18

T2.1.6 CIDB CERTIFICATE

The Tenderer shall attach hereto the Contractors proof of valid registration certificate with CIDB. CRS number(s) also to be provided.

In the case of Consortium/Joint Venture Bids, each partner shall provide their own valid CIDB registration certificate.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.19

T2.1.7

PROOF OF WORKMEN'S COMPENSATION REGISTRATION

The Tenderer shall attach hereto valid proof of workmen's compensation registration or proof of payment of contributions in terms of the compensation of occupational injuries and diseases (Act No. 4 of 2002).

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.20

T2.2 OTHER FORMS, CERTIFICATES AND SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

	Page No.
T2.2.1 Record of Addenda to Tender documents	T2.21
T2.2.2 Local Employment Generation	T2.22
T2.2.3 Unemployment Insurance Fund (UIF) – Registration Certificate (Act 4 of 2002)	T2.23
T2.2.4 Form Concerning Fulfilment of the Construction Regulations, 2003	T2.24-T2.26
T2.2.5 Form of Required Information	T2.27-T2.28
T2.2.6 Declaration of Interest	T2.29-T2.32
T2.2.7 Declaration of Tenderers past supply Chain Management Practices	T2.33-T2.35
T2.2.8 Certification of Independent Tender Determination	T2.36-T2.39
T2.2. Local Content Declaration	T2.37

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.1 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

ADD NO.	DATE	TITLE OR DETAILS
1.		
2.		
3.		
4.		
5.		

SIGNATURE: _____ DATE: _____
(of Authorised Person)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.2 LOCAL EMPLOYMENT GENERATION

The Contractor must submit with his Tender, on the table below, his anticipated component of local personnel that will be employed on the Contract both in terms of number of persons and total person days for each category provided. The number of local personnel should include the local personnel employed by sub-contractors.

The contractor will not be allowed to import skilled personnel if the required skills exist within the local community. The contractor will however be allowed to make use of his own permanently employed machine operators and drivers.

Current policy requires that the female and youth labour components be maximized and that females should take up not less than 5% of the employment generated.

The specific employment goals, which are to be met for this project, are as follows:

- (a) A minimum of 10 local labour employment (residing in the area where the office is built.
- (a) A minimum of 5% of the local labour employed on the project is required to be females;
- (b) A minimum of 20% of the local labour employed on the project is required to be youth (18 – 35 years of age); and
- (c) A minimum of 1% of the local labour employed on the project is required to be disabled persons.

Non-compliance with the above requirements could be grounds for disqualifying the Tender.

Number of persons planned to be employed														
Occupational Category	Total		Adult				Youth				Disabled			
			Female		Male		Female		Male		Female		Male	
	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days
Clerical														
Labourer														
Managerial														
Semi skilled														
Skilled														
Supervisor														
Total														

Please note: - The definition of youth is any person under the age of 35 years. (18-35 Years)
 - Each person may only be counted once. If a person falls into more than one category, disabled persons take preference, then youth, then adults.
 - Must include all occupational categories (Clerical, Labourer, Managerial, Semi skilled, Skilled and Supervisor).

SIGNATURE: _____ DATE: _____
 (Authorised Person)

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

T2.2.3 UNEMPLOYMENT INSURANCE FUND (UIF)
REGISTRATION CERTIFICATE (ACT 4 OF 2002)

A valid Tenderer's Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.4 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2003

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her Tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

YES	
NO	

2. Proposed approach to achieve compliance with the Regulations

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist sub-contract resources (competent) - specify:	
.....	
.....	
.....	
.....	
.....	
.....	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CV's to be attached).

.....

.....

.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

.....

.....

.....

4. Provide details of proposed training (if any) that will be undergone:

.....

.....

.....

.....

.....

.....

5. Potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

.....

6. I have fully included in my Tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period.

(Tick)

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1. Date
2. Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.5**FORM OF REQUIRED INFORMATION**

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

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE
BEEN ATTACHED? (SBD 2)

YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR
THE GOODS/SERVICES/WORKS OFFERED?
(IF YES ENCLOSE PROOF)

YES/NO

SIGNATURE OF TENDERER:

DATE:

CAPACITY IN WHICH THIS TENDER IS SIGNED:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.6

BIDDER'S DISCLOSURE (SBD 4)**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 interest in the enterprise, employed by the state?
YES/NO

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

Full Name	Identity Number	Name of 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**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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 consortium¹ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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.
- 3.6 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.
- 3.7 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

¹ 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.7 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SBD 6.1)

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to ~~exceed~~/not exceed R50 000 000 (all applicable taxes included) and therefore the80/20... preference point system shall be applicable; or
- b) The 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
-----------------------------------	----------------------------------	----------------------------------	---------------------------------	----------------------------------	----------------------------------

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

Points for Price will be calculated based on the following formula in accordance with PPPFA Circular 01 of 2021/22

$$PS = 80(1 + \frac{Pt - Pmax}{Pmax})$$

Where

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: =(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:

EME

✓

QSE

✓

Black people
 Black people who are youth
 Black people who are women
 Black people with disabilities
 Black people living in rural or underdeveloped areas or townships
 Cooperative owned by black people
 Black people who are military veterans

OR

Any EME

Any QSE

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 **TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

8.6 **COMPANY CLASSIFICATION**

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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;

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
------------	-----------	-----------	----------	-----------	-----------

T2.2.8 LOCAL CONTENT DECLARATION (SBD 6.2)

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8. (2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Description of services, works or goods	Stipulated minimum threshold
Cement	100%
Bolts, Nuts, bracing	100%
Stainless steel horizontal support	100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

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

The relevant rates of exchange information is accessible on www.reservebank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

LOCAL CONTENT DECLARATION

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder entity),
the following:

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
-----------------------------------	----------------------------------	----------------------------------	---------------------------------	----------------------------------	----------------------------------

Local Content Declaration - Summary Schedule

Specified local content %

Bid Exchange Rate:

GBP

**Total Imported
content**

Average local content % of tender

Date:

Imported Content Declaration - Supporting Schedule to Annex C

	EU	GBP
1990	1.00	1.00
1991	1.00	1.00
1992	1.00	1.00
1993	1.00	1.00
1994	1.00	1.00
1995	1.00	1.00
1996	1.00	1.00
1997	1.00	1.00
1998	1.00	1.00
1999	1.00	1.00
2000	1.00	1.00
2001	1.00	1.00
2002	1.00	1.00
2003	1.00	1.00
2004	1.00	1.00
2005	1.00	1.00
2006	1.00	1.00
2007	1.00	1.00
2008	1.00	1.00
2009	1.00	1.00
2010	1.00	1.00
2011	1.00	1.00
2012	1.00	1.00
2013	1.00	1.00
2014	1.00	1.00
2015	1.00	1.00
2016	1.00	1.00
2017	1.00	1.00
2018	1.00	1.00
2019	1.00	1.00
2020	1.00	1.00
2021	1.00	1.00
2022	1.00	1.00
2023	1.00	1.00
2024	1.00	1.00
2025	1.00	1.00
2026	1.00	1.00
2027	1.00	1.00
2028	1.00	1.00
2029	1.00	1.00
2030	1.00	1.00
2031	1.00	1.00
2032	1.00	1.00
2033	1.00	1.00
2034	1.00	1.00
2035	1.00	1.00
2036	1.00	1.00
2037	1.00	1.00
2038	1.00	1.00
2039	1.00	1.00
2040	1.00	1.00
2041	1.00	1.00
2042	1.00	1.00
2043	1.00	1.00
2044	1.00	1.00
2045	1.00	1.00
2046	1.00	1.00
2047	1.00	1.00
2048	1.00	1.00
2049	1.00	1.00
2050	1.00	1.00
2051	1.00	1.00
2052	1.00	1.00
2053	1.00	1.00
2054	1.00	1.00
2055	1.00	1.00
2056	1.00	1.00
2057	1.00	1.00
2058	1.00	1.00
2059	1.00	1.00
2060	1.00	1.00
2061	1.00	1.00
2062	1.00	1.00
2063	1.00	1.00
2064	1.00	1.00
2065	1.00	1.00
2066	1.00	1.00
2067	1.00	1.00
2068	1.00	1.00
2069	1.00	1.00
2070	1.00	1.00
2071	1.00	1.00
2072	1.00	1.00
2073	1.00	1.00
2074	1.00	1.00
2075	1.00	1.00
2076	1.00	1.00
2077	1.00	1.00
2078	1.00	1.00
2079	1.00	1.00
2080	1.00	1.00
2081	1.00	1.00
2082	1.00	1.00
2083	1.00	1.00
2084	1.00	1.00
2085	1.00	1.00
2086	1.00	1.00
2087	1.00	1.00
2088	1.00	1.00
2089	1.00	1.00
2090	1.00	1.00
2091	1.00	1.00
2092	1.00	1.00
2093	1.00	1.00
2094	1.00	1.00
2095	1.00	1.00
2096	1.00	1.00
2097	1.00	1.00
2098	1.00	1.00
2099	1.00	

[illegible]

B. Imported directly by the Tenderer

[illegible][illegible][illegible]

Calculation of foreign currency

[illegible]

	(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					H O
	(D53) Total of imported content & foreign currency payments - (D92), (D45) & (D52) above					

I must correspond with
Annex C - C23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

Bid No.	
Bid description:	
Designated products:	
Bidder Authority:	
Bid Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
Total local products (Goods, Services and Works)			

Manpower costs	(Tenderer's manpower cost)	
Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	
Total local content		

This total must correspond with Annex C -

Signature of tenderer from Annex B

Date: _____

T2.3 DOCUMENTATION, FORMS AND SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (COMPLIANCE REQUIREMENTS)

Page No.

Refer Section F.3.11 – Stage 1: Compliance with bid requirements

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.3.x

(NB: This schedule is used in evaluating compliance with bid requirements)

1. PREVIOUS PROJECTS UNDERTAKEN:

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

2. **CURRENT PROJECTS UNDERTAKEN:**

EMPLOYER		DESCRIPTION AND NATURE OF WORKS/ SERVICES	VALUE OF WORK (INCL. VAT)	DATE COMPLE- TED
EMPLOYER/ CONTACT PERSON/ TEL. NO.	CONSULTING ENGINEER/ CONTACT PERSON/ TEL. NO.			

DATE: _____ SIGNATURE OF TENDERER: _____
(Authorized Person)

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

T2.3.2 LIST OF KEY PERSONNEL

For purpose of evaluating functionality, the Tenderer shall attach hereto a shortened CV for each key member available to work on the project in the Categories: Project Manager, Site Foreman and Plant Operators/Artisans personnel (using the template provided). (Refer Section F.3.11 – Stage 2: Functionality (ii)).

The Tenderer shall list below the key personnel to be used on this project.

NAME	JOB	RESPONSIBILITIES AND AVAILABILITY TO PROJECT	QUALIFICATIONS (ATTACHED COPY)	EXPERIENCE
		PROJECT MANAGER		
		SITE FOREMAN		

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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T2.3.3

CURRICULUM VITAE OF KEY PERSONNEL

NB: BIDDERS MUST SUBMIT CV's OF KEY PERSONNEL

This form should be completed for each key person listed in the table in section T 2.3.2.

Responsibility or role on the project (as per table T2.3.2)		
Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional membership:		
Name of employer (firm):		
Current position:		Years with firm:
Employment record: (List of chronological order starting with earliest work experience)		
Experience record pertinent to required service:		
Certification:		
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience and that I will be available to execute the work for which I have been nominated.		
_____ (Signature of Person named in schedule)		Date

Attach additional pages if more space is required

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SUPPLEMENTARY INFORMATION

Please attach any supporting documentation, supplementary information and Curriculum Vitae to this page.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.3.3 SCHEDULE OF PLANT AND EQUIPMENT

(NB: This schedule is used in evaluating Functionality)

The following are lists of major items of relevant equipment that the Tenderer presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our Tender is accepted.

- (a) **Details of major equipment that is owned and immediately available for this contract.**

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

Attach additional pages if more space is required

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- (b) Details of major equipment that will be hired, or acquired for this contract if Tender is accepted. Contact details of plant hire company to be provided.

T2.3.4 SCHEDULE OF PROPOSED SUB-CONTRACTORS

In terms of Clause 4.4 of the Conditions of Contract for Construction, the Tenderer shall enter below the names of sub-contractors he intends to employ for work on this contract, as well as the portion and value of the work to be executed by such sub-contractors.

Based on the definition of SMME provided below the Tenderer should indicate in which category, i.e. Medium, Small, Very Small or Micro, the intended sub-contractor is categorized if applicable.

DESCRIPTION OF PORTION OF WORK	APPROX. VALUE (EXCL. VAT)	NAME, ADDRESS AND TELEPHONE NUMBER OF SUB-CONTRACTOR/SMME	SMME (YES / NO)	SMME CATEGORY MEDIUM/ SMALL/ VERY SMALL/ MICRO	% HDI OWNERSHIP OF SUB-CONTRACTOR

* According to the national Small Business Amendment Act, 2003 (Act No. 26 of 2003) small business (i.e. SMME) is defined as follows:

A separate and distinct business entity, including co-operative enterprises and non- governmental organizations, managed by one owner or more which, including its branches or subsidiaries, if any, is predominantly carried on in any sector or sub-sector of the economy as mentioned in column 1 of the Schedule and which can be classified as a micro, a very small, a small or a medium enterprise by satisfying the criteria mentioned in columns 3, 4 and 5 of the Schedule opposite the smallest relevant size or class as mentioned in column 2 of the Schedule.

(Schedule for Construction Sector given on the following page).

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SCHEDULE (ONLY CONSTRUCTION SECTOR SHOWN)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Sector or Sub-sectors in accordance with the Standard Industrial Classification	Size or Class	Total full-time equivalent of paid employees: Less than:	Total annual turnover: Less than:	Total gross asset value (fixed property excluded): Less than:
Construction	Medium	200	R 26 million	R 5 million
	Small Very	50	R 6 million	R 1 million R0,50
	Small Micro	20	R 3 million	million R0,10
		5	R0,20 million	million

It is to be noted that an entity awarded a contract **may not sub-contract more than 25% of the value of the contract.**

DATE: _____ SIGNATURE OF TENDERER: _____
(Authorized Person)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.3.5 CONSTRUCTION METHODOLOGY AND PROGRAMME

Eligibility criteria: The respondent should be able to demonstrate its capability to bring a contract to a satisfactory conclusion by describing the methodology of approach and programme to accomplish the project's required outcomes.

The respondent must explain its understanding of the requirements for successful planning and implementation of infrastructure on nature reserves.

The approach paper should explain the methodologies which are to be adopted under these conditions and demonstrate the compatibility of those methodologies.

The approach should further include a top-quality project plan which outlines processes, procedures and associated resources, applied by whom and when with relevant reporting systems, indicate how risks will be managed, what quality assurance measures are to be put in place. Special emphasis should be placed on key performance indicators as well as innovative procedures to be used.

The successful Tenderer shall submit a detailed programme within 14 days after the commencement date. The Tenderer need to submit a high level programme in the table provided below to illustrate a comprehensive understanding of the work required as well as a pragmatic approach in performing the work required:

DESCRIPTION OF PHASE AND SECTION OF THE WORKS	ENVISAGED DURATION (WEEKS)	STARTING WEEK NO.*	FINISHING WEEK NO.
Site handover	1	1	1
Site establishment			

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

DESCRIPTION OF PHASE AND SECTION OF THE WORKS	ENVISAGED DURATION (WEEKS)	STARTING WEEK NO.*	FINISHING WEEK NO.

* The execution of the Works should start within 14 days from the Site Handover Date.

DATE: _____ SIGNATURE OF TENDERER _____
(Authorized Person)

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

T2.4 OTHER DOCUMENTATION, FORMS AND SCHEDULES
REQUIRED FOR TENDER EVALUATION PURPOSES

Page No.

T2.4.1 Form of Intent to provide a Performance Guarantee

T2.54

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.4.1 FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

The Tenderer must attach hereto a letter from the bank or institution with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.4.2 BROAD-BASED BLACK ECONOMIC
EMPOWERMENT STATUS LEVEL CERTIFICATE**

Not Applicable

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.4.2

T2.1 LIST OF RETURNABLE DOCUMENTS

THE TENDERER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THIS TENDER. IF THE DOCUMENTS ARE NOT INCLUDED IN THE DOCUMENT, THE DEPARTMENT WILL NOT CONSIDER THIS TENDER. (MANDATORY REQUIREMENTS)

Clause referred to in Standard Conditions of Tender	Document
2.1	Tenderers should provide their CRS Number of registered Contractor as well as JV Partner*. CRS Number of Tenderers or JV Partners needs to be filled in below: <u>Tenderer/Leading JV Partner</u> CRS Number: _____ Name of Company: _____ <u>JV Partner</u> CRS Number: _____ Name of Company: _____ <u>JV Partner</u> CRS Number: _____ Name of Company: _____ *NB: Recent printout from CIDB website indicating the CRS number will also be accepted.
2.13.4	Letter of authorization to sign the Form of Offer and where required in tender document. (See Item T2.2.9 Form I page T2.2.15)
2.25	An Original, Valid Tax Clearance Certificate. See Item T2.2.20 Form T page T2.2.33) In Bids where Consortia/Joint Venture/Sub-contractors are involved each party must submit a separate and Original Valid Tax Clearance Certificate.
2.7	Attendance of the Compulsory Tender Clarification meeting as stipulated.
F.2.11	Tampering with or taking the documents apart is strictly prohibited, this will lead to the tender being considered as non-responsive. All documentation must be stapled into the tender document or attached in a separate file.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EASTERN CAPE PARKS & TOURISM AGENCY

CONTRACT NO.: 08/FY/23

CONSTRUCTION OF A VIEWING DECK AT OVISTON NATURE RESERVE

PORTION 2: CONTRACT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1

EASTERN CAPE PARKS & TOURISM AGENCY

CONTRACT NO.: 08/FY/23

CONSTRUCTION OF A VIEWING DECK AT OVISTON NATURE RESERVE

PART C1: THE CONTRACT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.0

PART C1: THE CONTRACT

Notes:

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

All forms must be duly completed in **black ink** as required.

The list of returnable documents, which consists of forms and schedules to be completed and company specific certificates and information pages to be attached, comprise the following:

TABLE OF CONTENTS		Page
C1:	AGREEMENT AND CONTRACT DATA	C1.1
C1.1	FORM OF OFFER AND ACCEPTANCE	C1.1-C1.8
C1.2.1:	CONDITIONS OF CONTRACT	C1.9-C1.14
C1.2.2:	CONTRACT SPECIFIC DATA	C1.15-C1.18
C1.2.3:	PRO-FORMA PERFORMANCE GUARANTEE	C1.19-C1.22
C1.2.4:	ADJUDICATOR APPOINTMENT	C1.23-C1.25
C2:	PRICING DATA	C2.1
C2.1:	PRICING INSTRUCTIONS	C2.1-C2.2
C2.2:	PROVISIONAL BILLS OF QUANTITIES	C2.3
C3:	SCOPE OF WORK	C3.1
C3.1:	PROJECT SPECIFICATIONS	C3.1-C3.11
C3.2:	PARTICULAR SPECIFICATIONS	C3.12-C3.58
C3.3:	TENDER DRAWINGS	C3.59
C3.4	CONTRACT BOARD LAYOUT DETAIL	C3.60
C4:	SITE INFORMATION	C4.1
C4.1:	GEOTECHNICAL INFORMATION OF SITE	C4.1
C5:	ANNEXURES	C5.1

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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C1.1

C1. AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

TENDER No. 08/FY/23 CONSTRUCTION OF A VIEWING DECK AT OVISTON NATURE RESERVE

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

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

The offered total of the prices inclusive of Value Added Tax is:

R_____ (in words) _____
_____)

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

Signature: *(of person authorized to sign the Tender):* _____

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

Capacity: *(of Signatory):* _____

Name of Tenderer: *(organization):* _____

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Address:

Telephone number: _____ Fax number: _____

Witness: _____

Signature: _____

Name:
(in capitals: _____)

Date: _____

(Failure of a Tenderer to sign this form will invalidate the Tender)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B. ACCEPTANCE

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

The terms of the contract are contained in -

Part 1 Agreement, and Contract Data, (which include this Agreement) Part 2

Pricing Data, including the bill of Quantities

Part 3 Scope of Work Part 4

Site Information

and the schedules, forms, drawing and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

The Tenderer shall deliver the security in terms of Clause 14 of the JBCC PBA Edition 6.2 May 2018 within the period stated in the contract Data, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contract the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature:

Name: *(in capitals)*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Capacity: _____

Name of Employer: (organization) _____

Address: _____

Witness: _____

Signature: _____ Name: _____

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C. SCHEDULE OF DEVIATIONS

The extent of deviations from the Tender documents issued by the Employer prior to the Tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

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 and obligation of the contract shall also be recorded here.

Any change or addition to the Tender documents arising from the above agreements and recorded here shall also be incorporated in to the final draft of the Contract.

1. Subject:

Details:

2. Subject:

Details:

3. Subject:

Details:

4. Subject:

Details:

5. Subject:

Details:

6. Subject:

Details:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

FOR THE TENDERER:

Signature: _____

Name: _____

Capacity: _____

Tenderer (Name and address of organization): _____

Witness:

Signature: _____

Name: _____

Date: _____

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FOR THE TENDERER:

Signature: _____

Name: _____

Capacity: _____

Witness:

Signature: _____

Name: _____

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2 CONTRACT DATA – CONDITIONS OF CONTRACT

Part 1: General Conditions of Contract	C1.9
Part 2: Special Conditions of Contract	C1.9
1. General	C1.9
2. Amendments to the General Conditions of Contract	C1.9

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.8

PART 1: GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract are clauses 1 to 41 of the **JBCC Principal Building Agreement (Edition 6.2 of May 2018)** published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057- 3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

The Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Conditions of Contract or the Special Conditions of Contract.

The Contract Specific Data, General and Special Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardized Specifications in the interpretation of any ambiguity or inconsistency.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C 1.1 CONTRACT DATA

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CONTRACTOR WITNESS 2	WITNESS 1	WITNESS 2	EMPLOYER	WITNESS 1
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EASTERN CAPE PARKS AND TOURISM AGENCY

BID FOR THE CONSTRUCTION OF A VIEWING DECK AT OVISTON NATURE RESERVE

C1.1 Contract Data

The Joint Building Contract Committee Principal Building Agreement (JBCC 2018 Edition 6.2 May 2018) published by the Joint Building Contract Committee, is applicable to this contract. Copies of these conditions of contract may be obtained from the Joint Building Contract Committee (Tel 011-482 3102).

The Contract Data and JBCC shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency.

The following contract specific data, referring to the Joint Building Contract Committee Agreement, Edition 6.2 May 2018, are applicable to this Contract:

The Joint Building Contracts Committee® - NPC

CONTRACT DATA

For use by **ORGANS OF STATE** and other **PUBLIC SECTOR BODIES**
Principal Building Agreement Edition 6.2 -
May 2018

A PROJECT INFORMATION

A 1.0 Works [1.1]

Project name	CONSTRUCTION OF A VIEWING DECK AT OVISTON NATURE RESERVE
Reference number	Tender No : 08/FY/23
Works description	Refer to more detailed scope of works described in Tendering Procedures Part T1.1 of the tender document. As a rough guide only to Tenderers, the work embodied in this contract comprises the construction of: Construct of a viewing deck

A 2.0 Site [1.1]

Erf / stand number	Oviston Nature Reserve
Township / Suburb	Venterstad
Site address	Oviston Nature Reserve
Local authority	Walter Sisulu Local Municipality

CONTRACTOR
WITNESS 2

WITNESS 1

WITNESS 2

EMPLOYER

WITNESS 1

A 3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	Eastern Cape Parks and Tourism Agency		
Business registration number	Public Entity	NPO	N
VAT/GST number	VAT Exempt	No	
Country	South Africa		
Employer's representative: Name	Ms. Mandilakhe Lawana		
E-mail	Mandilakhe.Lawana@ecpta.co.za	Telephone number	043 492 0881
Mobile number	082 901 8096		
Postal address	Private Bag X 11235	Postal code	5201
Physical address	Southernwood		
	17-25 Oxford Street	Postal code	5201
	East London		

A 4.0 Principal agent [1.1]

Name	Nolwandle Quantity Surveyors		
Legal entity of above	Nolwandle Quantity Surveyors	Contact person	Fezeka Manyika
Practice number	Pr QS 5784	Telephone number	083 271 7191
		Mobile number	083 271 7191
Country	South Africa	E-mail	info@nolwandlegs.co.za
Postal address	PO Box 2250	Postal code	5241
	Beacon Bay		
Physical address	21 Pell Street	Postal code	5241
	Beacon Bay		

A 5.0 Agent [1.1; 6.2]

Discipline	Architect
------------	-----------

Name	Tintswalo Mutemba Architects		
Legal entity of above		Contact person	Tintswalo Mutemba
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal code	
Physical address		Postal code	

CONTRACTOR
WITNESS 2

WITNESS 1

WITNESS 2

EMPLOYER

WITNESS 1

A 6.0 Agent [1.1; 6.2]

Discipline Quantity Surveyor

Name	Nolwandle Quantity Surveyors		
Legal entity of above		Contact person	Fezeka Manyika
Practice number	Pr QS 5784	Telephone number	083 271 7191
		Mobile number	083 271 7191
Country	South Africa	E-mail	info@nolwandleqs.co.za
Postal address	PO Box 2250	Postal code	5241
	Beacon Bay		
Physical address	21 Pell Street	Postal code	5241
	Beacon Bay		

A 7.0 Agent [1.1; 6.2]

Discipline Civil & Structural Engineer

Name	Ntsimini Developments		
Legal entity of above		Contact person	Jongikhaya Mzomba
Practice number	ECSA:	Telephone number	078 435 7332
		Mobile number	
Country	SA	E-mail	jongi@ntsimini.co.za
Postal address	12 Blackburn Road	Postal code	5241
	Beacon Bay		
Physical address	12 Blackburn Road	Postal code	5241
	Beacon Bay		

A 8.0 Agent [1.1; 6.2]

Discipline Mechanical, Electrical & Fire Engineer

Name	Likhanye Consulting		
Legal entity of above		Contact person	Nombulelo Gwarube
Practice number		Telephone number	
		Mobile number	083 379 9744
Country	South Africa	E-mail	nombulelo@likhanyeconsulting.co.za
Postal address	P.O. Box	Postal code	5241
	Beacon Bay		
Physical address	P.O. Box	Postal code	5241
	Beacon Bay		

A 9.0 Agent [1.1; 6.2]

Discipline Health & Safety

Name	SheShay Solutions		
Legal entity of above		Contact person	Annastachia Jacobus
Practice number		Telephone number	
		Mobile number	081 324 5147
Country	South Africa	E-mail	tessa@sheshay.com
Postal address	8 Kathryn Road	Postal code	5201
	Amalinda		
Physical address	8 Kathryn Road	Postal code	5201
	Amalinda		

CONTRACTOR
WITNESS 2

WITNESS 1



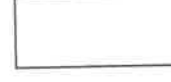
WITNESS 2



EMPLOYER



WITNESS 1



B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Seventh Edition 2015 of the Standard System of Measuring Builder's Work
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B 2.0 Law, regulations and notices [2.0]

Law applicable to the works, state country[2.1]	Republic of South Africa
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B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	South African Rands
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B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at nocost [5.6]	2

Documents comprising the agreement	Page numbers
The JBCC ® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The JBCC ® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 14
The JBCC ® General Preliminaries for use with the JBCC ® Principal Building Agreement, Edition 6.2 May 2018	1 to 7
Bills of Quantities	Refer to index
Additional documentation as stated in Procurement document	

Contract drawings – description	Number	Revision	Date
Refer to drawings included in tender document annexures			

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CONTRACTOR
WITNESS 2

WITNESS 1

WITNESS 2

EMPLOYER

WITNESS 1

B 5.0 Employer's agents [6.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [6.2] Nolwandle Quantity Surveyors
Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3] N/A

B 6.0 Insurances [10.0]

Insurances by employer		Amount including tax	Deductible amount including tax
Yes/no?	No		
Contract works insurance:			
	New works [10.1.1] (contract sum or amount)		
or	Works with practical completion in sections [10.2] (contract sum or amount)		
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)		
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance		
	Escalation, professional fees and reinstatement costs if not included above		
Total of the above contract works insurance amount			X
Supplementary insurance [10.1.2; 10.2]			
Public liability insurance [10.1.3; 10.2]			
Removal of lateral support insurance [10.1.4; 10.2]			
Other insurances [10.1.5]			
Yes/no?	If yes, description 1		
Yes/no?	If yes, description 2		

CONTRACTOR WITNESS 2	WITNESS 1	WITNESS 2	EMPLOYER	WITNESS 1	

and/or

Insurances by contractor		Amount including tax	Deductible amount including tax
Yes/no?	Yes		
	New works [10.1.1 and 11.1.1] (contract sum or amount)	Contract Sum	
or	Works with practical completion in sections [10.2] (contract sum or amount)	N/A	
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)	N/A	
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
	Escalation, professional fees and reinstatement costs if not included above	N/A	
Total of the above contract works insurance amount		Sum of above	
Supplementary insurance [10.1.2]		Contract works insurance value	
Public liability insurance [10.1.3]		R5,000,000.00	
Removal of lateral support insurance [10.1.4]		N/A	
Other insurances [10.1.5]: Refer B17.0		N/A	
Yes/no?		If yes, description 1	
Guarantee for Construction 10% of the Contract Sum [11.1.1]			
Yes/no?		If yes, description 2	
Contract Sum and a payment reduction of 5% of the value of each payment certificate			

a) B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		Yes/no?	No
If yes, description	Existing Nature Reserve Facilities, located on the same site, will remain in operation during the construction period, the operation of which must not be hindered in any way by the construction activities		
Restriction of working hours [12.1.2]		Yes/no?	No

CONTRACTOR WITNESS 2	WITNESS 1	WITNESS 2	EMPLOYER	WITNESS 1	

If yes, description	Contractor to utilise and spend much time on site to ensure the completion of works within the schedule of works.		
Natural features and known services to be preserved by the contractor [12.1.3]	Yes/no?	No	
If yes, description	No indigenous trees on the site		
Restrictions to the site or areas that the contractor may not occupy [12.1.4]	Yes/no?	Yes	
If yes, description	Oviston Nature Reserve is a clean educational area and the contractor's team will need to stay within the demarcated building construction site. Materials used will need to be approved by the Employer's agent and stacked within the site.		
Supply of free issue [12.1.10]	Yes/no?	No	
If yes, description			

B 8.0 Nominated subcontractors [14.0]

Yes/no?	No	If yes, description of specialisation
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		

B 9.0 Selected subcontractors [15.0]

Yes/no?		If yes, description of specialisation
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		

B 10.0 Direct contractors [16.0]

Yes/no?		If yes, description of extent of work
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		

CONTRACTOR	WITNESS 1	WITNESS 2	EMPLOYER	WITNESS 1	
WITNESS 2					

B 11.0 Description of sections [20.1]

Refer to Scope of Works described elsewhere in the tender document for more detailed description of sections

Sections	N/A
Section	Remainder of the works

B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]

Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax) 3.75c/R100

or where sections are applicable (N/A)

Practical completion of a section of the works	Intended date of possession of a section Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
Sections		N/A	N/A	N/A
Remainder of the works		N/A	N/A	N/A

B 13.0 Defects liability period [21.0]

Extended defects liability period: Refer B17.0 [21.13]	Yes/no?	
If yes, description of applicable elements		

B 14.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]	25 th
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes/no? No
If yes, method to calculate	
Employer shall pay the contractor within: [25.10]	Thirty (30) calendar days



CONTRACTOR
WITNESS 2

WITNESS 1

WITNESS 2

EMPLOYER

WITNESS 1

B 15.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10]Name of nominating body	Association of Arbitrators (Southern Africa)		
Applicable rules for adjudication [30.6.2]	JBCC rules of Adjudication		
Arbitration [30.7.4; 30.10] If Yes, name of nominating body * If No, then dispute will be referred to litigation	Yes/no? *	Yes	Association of Arbitrators (Southern Africa)
Applicable rules for arbitration [30.7.5]			

B 16.0 JBCC® General Preliminaries - selections

Provisional bills of quantities [P2.2]	Yes/no?	Yes	
Availability of construction information [P2.3]	Yes/no?	No	
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]	N/A		
Previous work - defects - details of previous contract(s) [P3.2]	N/A		
Inspection of adjoining properties - details [P3.3]	N/A		
Handover of site in stages - specific requirements[P4.1]	N/A		
Enclosure of the works - specific requirements [P4.2]	Refer to Bill No. 1 Preliminaries		
Geotechnical and other investigations - specific requirements [P4.3]	DONE		
Existing premises occupied - details [P4.5]	Refer to Bill No. 1 Preliminaries		
Services - known - specific requirements [P4.6]	Refer to Bill No. 1 Preliminaries		
Water	By contractor	Yes/no?	No

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[P8.1]	By employer	Yes/no?	No	
	By employer – metered	Yes/no?	Yes	
Electricity[P8.2]	By contractor	Yes/no?	No	
	By employer	Yes/no?	No	
Ablution and welfare facilities [P8.3]	By employer – metered	Yes/no?	Yes	
	By contractor	Yes/no?	Yes	
Communication facilities - specific requirements[P8.4]	By employer	Yes/no?	No	
		Refer to Bill No. 1 Preliminaries		
Protection of the works - specific requirements[P11.1]		Refer to Bill No. 1 Preliminaries		
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]		Refer to Bill No. 1 Preliminaries and OHS Spec		
Disturbance - specific requirements [P11.5]		Refer to Bill No. 1 Preliminaries		
Environmental disturbance - specific requirements[P11.6]		Refer to Bill No. 1 Preliminaries		

A TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

Guarantee for construction: Select Option A or B ☐

Option A	Guarantee for construction (variable) by contractor [11.1.1]
Option B	Guarantee for construction (fixed) by contractor [11.1.2]
Guarantee for payment by employer [11.5.1; 11.10]	Not applicable
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Not applicable

CONTRACTOR	WITNESS 1	WITNESS 2	EMPLOYER	WITNESS 1	1

C 2.0 Contractor's annual holiday periods during the construction period

Year 1 contractor's annual holiday period	start date		end date	
Year 2 contractor's annual holiday period	start date		end date	
Year 3 contractor's annual holiday period	start date		end date	

C 3.0 Payment of preliminaries [25.0]

1.1.1. Contractor's selection

Select Option A or B ☐

Where the contractor does not select an option, Option A shall apply

Payment methods

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum , which contract sum shall exclude the amount of preliminaries . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
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Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works
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Lump sum contract

Where the amount of preliminaries is not provided it shall be taken as 7.5% (seven and a half per cent) of the contract sum, excluding contingency sum(s) and any provision for cost fluctuations

C 4.0 Adjustment of preliminaries [26.9.4]

Contractor's selection

Select Option A or B ☐

Where the contractor does not select an option, Option A shall apply

Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in **sections** is required, the **contractor** shall provide an apportionment of **preliminaries** per **section**

	CONTRACTOR	WITNESS 1	WITNESS 2	EMPLOYER	WITNESS 1	1

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment , establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme

Adjustment methods

The amount of preliminaries shall be adjusted to take account of the effect which changes in time and/or value have on preliminaries. Such adjustment shall be based on the particulars provided by the contractor for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of preliminaries and shall apply notwithstanding the actual employment of resources by the contractor in the execution of the works

Option A	The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required Fixed - An amount which shall not be varied Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]
Option B	The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4] The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred

Failure to provide particulars within the period stated

Option A	Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply: Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%) Where the apportionment of the preliminaries per section is not provided, the categorised amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent
Option B	Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply

Lump sum contract

Where the amount of preliminaries is not provided it shall be taken as 7.5% (seven and a half per cent) of the contract sum, excluding contingency sum(s) and any provision for cost fluctuations

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C.2

PRICING DATA

C.2.1

PRICING INSTRUCTIONS

- 1 The Provisional Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 2015. Where applicable the:
 - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
 - b) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- 2 The agreement is based on the JBCC Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 6.2, May 2018. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Provisional Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the various parts of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to the various parts of SANS 1921 as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Provisional Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Provisional Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for bids. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 5 The drawings listed in the Scope of Works used for the setting up of these Provisional Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
- 6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 7 Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 8 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Provisional Bills of Quantities
- 9 The Provisional Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Provisional Bills of Quantities, is at the Contractor's risk.
- 10 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
- 11 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
- 12 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
- a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 13 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
- a) 10 percent is Fixed;
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related.
- 14 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C2.2

BILLS OF QUANTITIES

The priced Provisional Bill of Quantities (BOQ's), following hereafter will form an integral part of the "Contract" between the successful appointed Contractor and the Employer.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PROVISIONAL BILLS OF QUANTITIES

FOR

Construction of viewing deck

FOR

Eastern Cape Parks and Tourism

ARCHITECTS

Tel.

Fax: N/A

e Mail:

Principal Agent

Nolwandle Quantity Surveyors

Tel. +27 83 271 7191

Fax: N/A

e Mail: fezeka@nolwandleqs.co.za

QUANTITY SURVEYORS

Nolwandle Quantity Surveyors

Quantity Surveyors and Construction Consultants

P.O.Box 2250

Beacon Bay

East London

5241

Tel. 083 271 7191

Fax: N/A

e Mail: fezeka@nolwandleqs.co.za

Quantity Surveyors

Nolwandle Quantity Surveyors

Tel. +27 83 271 7191

Fax: N/A

e Mail: fezeka@nolwandleqs.co.za

SECTION NO. 1
PRELIMINARIES

SECTION NO. 1**PRELIMINARIES****BUILDING AGREEMENT AND PRELIMINARIES**

The **JBCC** Principal Building Agreement **contract data** form an integral part of this **agreement**

The **JBCC** General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the **JBCC** Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these **bills of quantities**, amended as hereinafter described

The **contractor** is deemed to have referred to the above mentioned documents for the full intent and meaning of each clause

The clauses in the above mentioned documents are hereinafter referred to by clause number and heading only

Where any item is not relevant to this **agreement** such item is marked N/A signifying 'not applicable'

Where standard clauses or alternatives are not entirely applicable to this **agreement** such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the above mentioned documents

PREAMBLES FOR TRADES**User note**

The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated descriptions utilised in these bills of quantities by inter alia referring to SANS construction standards. Where such preambles are not applicable (eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the Standard System of Measuring Building Work (seventh edition) for works within South Africa or the Standard Method of Measuring Building Work for Africa 2015 (first edition) for works elsewhere in Africa, represent the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications

Note that the text of the Standard System of Measuring Building Work (seventh edition) and that of the Standard Method of Measuring Building Work for Africa 2015 (first edition) is the same

The latest version of the General Preambles for Trades should be referred to should the General Preambles for Trades 2017 be revised in future

Carried To Section Summary

R

Section No. 1

Bill No. 1

Preliminaries

The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these **bills of quantities** and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained

Supplementary preambles and/or specifications are incorporated in these **bills of quantities** to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles

The **contractor's** prices for all items throughout these **bills of quantities** shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications}

STRUCTURE OF THIS PRELIMINARIES BILL

A recital of the headings of the individual clauses in the aforementioned **JBCC Principal Building Agreement**

A recital of the headings of the individual clauses in the aforementioned **JBCC General Preliminaries**

Section C : Any special clauses to meet the particular circumstances of the project

PRICING OF PRELIMINARIES

Should the **contractor** select Option A in the **contract data** for the adjustment of **preliminaries**, the amounts entered against the relevant items in these **preliminaries** are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)}

SECTION A: PRINCIPAL BUILDING AGREEMENT

Interpretation (A1-A7)

1 Clause 1.0 - Definitions and interpretation

Pricing of bills of quantities

The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated on the summary page of these bills of quantities

Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained

Prices for all construction equipment, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary

Carried To Section Summary

Section No. 1

Bill No. 1

Preliminaries

R

Abbreviated descriptions

The items in these bills of quantities utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the contractor shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of international best practice

Legal status of contractor

If the contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:

1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement
2. These persons shall notify the employer of their leader who has assigned authority to bind the contractor and each of these persons
3. The contractor shall not alter its composition or legal status without the prior written consent of the employer

Item

2 Clause 3.0 - Offer and acceptance

Item

3 Clause 4.0 - Cession and assignment

Item

4 Clause 5.0 - Documents

Value Added Tax

Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT)

? Priced document as specification

Clause 5.4 is deemed to be deleted

The principal agent shall decide which portion of the priced document may be used as a specification of materials and goods or methods, if any

User Note

Insert the following where applicable

Electronic issue of drawings

All drawings for this project will be issued electronically and the contractor shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [5.]

Item

5 Clause 6.0 - Employer's agents

User Note

Delegated authority may be dealt with in B 5.0 of the contract data.

Insert in the contract data 'Refer to Bill No. 1 (Preliminaries)' should it be dealt with in Bill No. 1

Delegated authority

Carried To Section Summary

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Section No. 1

Bill No. 1

Preliminaries

The authority of the principal agent to issue contract instructions [17.1] and perform duties for specific aspects of the works is delegated to agents as follows [6.2] This does not preclude the principal agent from issuing such contract instructions.

User Note

Add delegated authority as may be required for other relevant consultants not listed hereinafter

1. Architect

User Note

Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

1.1 Duties [6.2]

The architect is responsible for the architectural design, functional design and quality inspection of the work

Contract instructions [6.2; 17.1]

Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement

Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works

1.2.3 The site

1.2.4 1033 Compliance with the law, regulations and bylaws [2.1]

1.2.5 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works

1.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

1.2.7 Removal or re-execution of work

1.2.8 Removal or substitution of any materials and goods

1.2.9 Protection of the works

1.2.10 Making good physical loss and repairing damage to the works [23.2.2]

1.2.11 Rectification of defects [21.2]

1.2.12 A list for practical completion specifying outstanding or defective work to be rectified to achieve completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion

1.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums

1.2.14 Appointment of a subcontractor [14.0; 15.0]

1.2.15 Work by direct contractors [16.0]

Carried To Section Summary

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Section No. 1

Bill No. 1

Preliminaries

1.2.16 On suspension or termination, protection of the works, removal of construction equipment and surplus materials and goods [29.0]

2. Quantity surveyor

User Note

Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent

2.1 Duties [6.2]

The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the works

2.2 Contract instructions [6.1]

2.2.1 No contract instructions delegated to the quantity surveyor

3. Civil and structural engineer

User Note

Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

3.1 Duties [6.2]

The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality inspection of the works

Contract instructions [6.2; 17.1]

3.2.1 Rectification of discrepancies, errors in description quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement

3.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works

3.2.3 The site [13.0]

3.2.4 Compliance with the law, regulations and bylaws [2.1]

3.2.5 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works

3.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

3.2.7 Removal or re-execution of work

3.2.8 Removal or substitution of any materials and goods

3.2.9 Protection of the works

3.2.10 Making good physical loss and repairing damage to the works [23.2.2]

3.2.11 Rectification of defects [21.2]

Carried To Section Summary

Section No. 1

Bill No. 1

Preliminaries

R

3.2.12 A list for practical completion) specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion

3.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums

4. Mechanical engineer

User Note

Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

4.1 Duties [6.2]

The mechanical engineer is responsible for all aspects of mechanical engineering design and quality inspection of the works and, where appointed by the employer for quantity surveying services in respect of the mechanical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions

4.2 Contract instructions [6.2; 17.1]

4.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the Principal Building Agreement

4.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works

4.2.3 Compliance with the law, regulations and bylaws [2.1]

4.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works

4.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

4.2.6 Removal or re-execution of work

4.2.7 Removal or substitution of any materials and goods

4.2.8 Protection of the works

4.2.9 Making good physical loss and repairing damage to the works [23.2.2]

4.2.10 Rectification of defects [21.2]

4.2.11 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion

4.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums

5. Electrical engineer

Carried To Section Summary

R

Section No. 1

Bill No. 1

Preliminaries

User Note

Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

5.1 Duties [6.2]

The electrical engineer is responsible for all aspects of electrical engineering design and quality inspection of the works and, where appointed by the employer for quantity surveying services in respect of the electrical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions

Contract instructions [6.2; 17.1]

5.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement

5.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works

5.2.3 Compliance with the law, regulations and bylaws [2.1]

5.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works

5.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

5.2.6 Removal or re-execution of work

5.2.7 Removal or substitution of any materials and goods

5.2.8 Protection of the works

5.2.9 Making good physical loss and repairing damage to the works [23.2.2]

5.2.10 Rectification of defects [21.2]

5.2.11 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion

5.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums

6. Wet services engineer**User note**

Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

Carried To Section Summary

R

Section No. 1

Bill No. 1

Preliminaries

6.1 Duties [6.2]

The wet services engineer is responsible for all aspects of wet services engineering design and quality inspection of the works

6.2 Contract instructions [6.2]

6.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement

6.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works

6.2.3 Compliance with the law, regulations and bylaws [2.1]

6.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works

6.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

6.2.6 Removal or re-execution of work

6.2.7 Removal or substitution of any materials and goods

6.2.8 Protection of the works

6.2.9 Making good physical loss and repairing damage to the works [23.2.2]

6.2.10 Rectification of defects [21.2]

6.2.11 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion

6.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums

7. Fire consultant**User note**

Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

7.1 Duties [6.2]

The fire consultant is responsible for all aspects of rational fire design and quality inspection of the works

7.2 Contract instructions [6.2; 17.1]

7.2.1 Rectification of discrepancies, errors in description quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement

Carried To Section Summary

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Section No. 1

Bill No. 1

Preliminaries

7.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works

7.2.3 Compliance with the law, regulations and bylaws [2.1]

7.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works

7.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

7.2.6 Removal or re-execution of work

7.2.7 Removal or substitution of any materials and goods

7.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works

7.2.3 Compliance with the law, regulations and bylaws [2.1]

7.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works

7.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

7.2.6 Removal or re-execution of work

7.2.7 Removal or substitution of any materials and goods

8. Health and safety consultant

User note

Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent

8.1 Duties [6.2]

The health and safety consultant is responsible for all aspects of health and safety of the works. Without derogating from the generality thereof, the health and safety consultant will perform the following specific functions and duties in respect of the health and safety aspects of the works. He shall

8.1.1 Act as the employer's agent in terms of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 (as amended)

8.1.2 Prepare and update the health and safety specification for the works

8.1.3 Agree with the contractor the health and safety plan for the works

8.1.4 Carry out regular audits to ensure adherence to the safety plan and compliance with the Act and Regulations

8.1.5 Stop the execution of the works where the agreed specification or plan is not adhered to

6 Clause 7.0 - Design responsibility

Item

Item

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<u>Insurances and securities (A8-A11)</u>			
7	Clause 8.0 - Works risk	Item	
8	Clause 9.0 - Indemnities	Item	
9	Clause 10.0 - Insurances	Item	
10	Clause 11.0 - Securities		
	User note		
	If it is deemed advisable, the extent of any guarantee for payment may be stated and whether it is required of the contractor to waive his lien. Edit the following clause		
	Guarantee for payment		
	The employer shall provide to the contractor a guarantee for payment in the amount of ZERO Rand (R0.00) [11.5.1]. The contractor shall consequently waive his lien or right of continuing possession of the works [11.1}		
	User note		
	Where it is expected of the contractor to waive his lien in terms of clause 11.10, the waiver of lien may be extended to subcontracts as follows:		
	Extension of waiver of lien		
	The contractor shall ensure that a waiver of lien is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times [11.10]	Item	
<u>Execution (A12 - A17) }</u>			
11	Clause 12.0 - Obligations of the parties		
	Office accommodation		
	The contractor shall provide, maintain and remove on practical completion air conditioned office accommodation with suitable tables and chairs for meetings to be held on the site. Such offices shall be kept clean and fit for use at all times [12.2.18]		
	Notice board		
	The contractor shall erect in a position approved by the principal agent, maintain and remove on practical completion a notice board recommended by the South African Institute of Architects and as approved by the principal agent listing the names and logos of the employer, the contractor and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the principal agent for such notice boards to be erected [12.2.18]		
	Statutory and other notices		
	The contractor shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the works by the contractor. The contractor shall pay all deposits or fees in this regard.		
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	It is, however, specifically recorded that the employer shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto	Item	
12	Clause 13.0 - Setting out	Item	
13	Clause 14.0 - Nominated subcontractors	Item	
14	Clause 15.0 - Selected subcontractors	Item	
15	Clause 16.0 - Direct contractors		
	Attendance on direct contractors		
	In respect of direct contractors the contractor shall:		
	1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials		
	2. Allow the user of personnel welfare facilities, where provided		
	3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation		
	4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right, while it remains erected on the site [16.1]	Item	
16	Clause 17.0 - Contract instructions		
	Site instructions Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor	Item	
	<u>Completion (A18 - A24) }</u>		
17	Clause 18.0 - Interim completion	Item	
18	Clause 19.0 - Practical completion	Item	
19	Clause 20.0 - Completion in sections	Item	
20	Clause 21.0 - Defects liability period and final completion	Item	
21	Clause 22.0 - Latent defects liability period	Item	
22	Clause 23.0 - Revision of the date for practical completion		
	Substitution of materials and goods		
	The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [17.1.8; 23.1 & 2]	Item	
23	Clause 24.0 - Penalty for late or non-completion	Item	
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	<u>Payment (A25 - A27) }</u>		
24	Clause 25.0 - Payment Prices submitted Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing Fluctuations in costs All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor	Item	
25	Clause 26.0 - Adjustment of the contract value and final account Fluctuations in costs All fluctuations in costs, shall be accounted for in terms of CPAP using Haylett formula User note Should the contractor be instructed to do so he shall execute this work under the conditions pertaining to this agreement on the basis that a separate amount for preliminaries appurtenant to this work (if applicable) is agreed to between the contractor and the principal agent and on condition that instruction to proceed with such work is given to him within a period of three (3) calendar months after the date of practical completion of the works Cost of claims All costs incurred by the contractor in the preparation of claims shall be borne by the contractor. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this agreement [30.6 & 7] from making a determination on costs Claims from subcontractors The contractor shall review, assess and adjudicate any claims received by him from any subcontractor and thereafter submit same to the principal agent with a recommendation in order to assist the principal agent in adjudicating the claim [26.6]	Item	
26	Clause 27.0 - Recovery of expense and/or loss <u>Suspension and termination (A28 - A29)</u>	Item	
27	Clause 28.0 - Suspension by the contractor	Item	
28	Clause 29.0 - Termination	Item	
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29	<u>Dispute resolution (A30)</u> Clause 30.0 - Dispute resolution Agreement The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties Contract User note Insert under the above heading, with suitable sub-headings any amendments, modifications, corrections or supplements to the contract data Tenderer's selection Before submission of his tender the contractor is to complete the tenderer's selections in the contract data User note All information for the above requires consultation with the contractor. The principal agent should not pre-select any of the alternatives available to the contractor	Item	
<u>SECTION B: GENERAL PRELIMINARIES</u>			
<u>User note</u> Amendments, modifications, corrections or supplements to the General Preliminaries in Section B should be recorded in the contract data Should it be necessary to expand on any of the General Preliminaries clauses, the user should list the appropriate General Preliminary clause number and heading and insert the relevant provision under a suitable heading in bold as may be ne			
<u>Definitions and interpretation (B1)</u>			
30	Clause 1.1 - Definitions	Item	
31	Clause 1.2 - Interpretation	Item	
<u>Documents (B2)</u>			
32	Clause 2.1 - Checking of documents	Item	
33	Clause 2.2 - Provisional bills of quantities		
User note Check 'wet trades' included in the bills of quantities and edit the following clause as may be necessary Multiple procurement			
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	These bills of quantities are in multiple procurement format ie the 'wet trades' - earthworks, concrete, formwork and reinforcement, precast concrete, masonry, waterproofing and sub-surface drainage - are provisionally measured and the subsequent trades are budgetary allowances and/or provisional sums	Item	
34	Clause 2.3 - Availability of construction information	Item	
35	Clause 2.4 - Ordering of materials and goods	Item	
	<u>Previous work and adjoining properties (B3)</u>		
36	Clause 3.1 - Previous work - dimensional accuracy	Item	
37	Clause 3.2 - Previous work - defects	N/A	
38	Clause 3.3 - Inspection of adjoining properties	Item	
	<u>The site (B4)</u>		
39	Clause 4.1 - Handover of site in stages	Item	
40	Clause 4.2 - Enclosure of the works		
	User note		
	Describe any specific hoarding requirements - contractor should allow for pricing of temporary fence in order to secure the construction site.	Item	
41	Clause 4.3 - Geotechnical and other investigations	Item	
42	Clause 4.4 - Encroachments	Item	
43	Clause 4.5 - Existing premises occupied	Item	
44	Clause 4.6 - Services - known	Item	
	<u>Management of contract (B5)</u>		
45	Clause 5.1 - Management of the works	Item	
46	Clause 5.2 - Progress meetings	Item	
47	Clause 5.3 - Technical meetings	Item	
	<u>Samples, shop drawings and manufacturer's instructions (B6)</u>		
48	Clause 6.1 - Samples of materials	Item	
49	Clause 6.2 - Workmanship samples	Item	
50	Clause 6.3 - Shop drawings	Item	
51	Clause 6.4 - Compliance with manufacturer's instructions	Item	
	<u>Deposits and fees (B7)</u>		
52	Clause 7.1 - Deposits and fees	Item	
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It is important to note that general attendance only requires the contractor to 'permit the subcontractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right while it remains erected on the site' (refer to 12.2.13 of the JBCC n/s subcontract agreement). Many n/s subcontractors qualify their tenders to exclude scaffolding and/or hoisting facilities. Especially scaffolding could be an expensive item and it may be necessary in order to avoid claims to require the contractor to provide for the extended use of scaffolding for specific subcontracts within a description of 'special attendance' in the applicable bill

Item

General (B11)

60 Clause 11.1 - Protection of **the works**

Item

61 Clause 11.2 - Protection/isolation of existing **works** and **works** occupied in sections

Item

62 Clause 11.3 - Security of **the works**

Item

63 Clause 11.4 - Notice before covering work

Item

64 Clause 11.5 - Disturbance

User note

The following clause may be used should 'disturbance' [11.5] need to be extended

Disturbance

All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the construction period or contract value whatsoever

Item

65 Clause 11.6 - Environmental disturbance

Controlling all forms of pollution

The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the site during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc.

The contractor is to ensure that all roads which border the site and are used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works

User note

Insert the following clause if an environmental management plan (EMP) is available and insert the EMP in an annexure

Environmental management plan

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The employer has prepared an environmental management plan (EMP) (refer to Annexure B for a copy of the relevant plan). The contractor shall price opposite this item for compliance with all the requirements of such EMP

Item

66 Clause 11.7 - **Works** cleaning and clearing

Item

67 Clause 11.8 - Vermin

Item

68 Clause 11.9 - Overhand work

Item

69 Clause 11.10 - Tenant installations

Item

70 Clause 11.11 - Advertising

Item

User note

*Where details of materials included in prime cost amounts are readily available and it is therefore not possible for the **contractor** to price for waste, the relevant prime cost amount shall be inserted in the bills of quantities as a lump sum with the **contractor** being given the opportunity to separately price his overheads and profit and for taking delivery, etc as called for in this clause 9.1 of the preliminaries. In such case the fixing only or installation only of the relevant materials shall be provisionally measured for the contractor to price and shall be re-measured upon completion*

SECTION C: SPECIFIC PRELIMINARIES

User note

Users shall avoid inserting in Section C items which may be construed as amending, modifying, correcting or supplementing the provisions of the JBCC Principal Building Agreement. Such amendments, modifications, corrections or supplements should be kept to the absolute minimum and should be inserted in Section A under the recited clause headings of the JBCC Principal Building Agreement in this Bill No. 1

Selected examples of typical clauses are provided to indicate ways of describing such clauses. Users must delete, adapt or add to these examples to suit their particular circumstances

Warranties for materials and workmanship

Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or executing the work and shall deliver same to the principal agent on final completion of the contract

The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of practical completion and that any defects that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written notice

The warranty will not be enforced if the work is damaged by defects in the execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor

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Preliminaries

Specific Preliminaries

71 Overtime

Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the **contractor** unless the **principal agent** has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the **employer**

Item

72 Cooperation of the **contractor** for cost management

It is specifically agreed that the **contractor** accepts the obligation of assisting the **principal agent** in implementing proper cost management. The **contractor** will be advised by the **principal agent** of all cost management procedures which will be implemented to ensure that the **contract value** does not exceed the budget

Item

73 Overloading

The **contractor** shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of **the works** or temporary works eg scaffolding, etc. The **contractor** shall submit details of his proposed loading, storage, plant erection, etc to the **principal agent** for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the **principal agent's** requirements in connection with the provision of temporary support work, etc. Any damage caused to the **works** by overloading shall be made good by the **contractor** at his sole expense

Item

74 Propping of floors below

The **contractor** is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of **materials and goods** and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the **principal agent** and the cost thereof shall be borne by the **contractor**

Item

75 Testing of flat roof waterproofing for watertightness

Flat roof waterproof areas shall be flooded and kept 'ponded' for at least forty eight hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing

Item

User note

Insert the following where a health and safety specification IS NOT YET available. Note that there is an obligation on the employer to ensure that the contractor has priced opposite this item for the compliance with the act and the regulations and the reasonable provisions of the health and safety specification

Health and safety

Carried To Section Summary

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Preliminaries

Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [2.1]

User note

*Insert the following where a health and safety specification **IS** available. Note that there is an obligation on the **employer** to ensure that the **contractor** has priced opposite this item for the compliance with the act and the regulations and the reasonable provisions of the health and safety specification*

76 Health and safety

Without limiting the generality of the provisions of clause 2.0, the **contractor's** attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the **employer** shall prepare a documented health and safety specification for **the works** (refer to Annexure A for a copy of the relevant specification) and that the **employer** shall ensure that the **contractor** has made provision for the cost of health and safety measures during the execution of **the works**. The **contractor** shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification [2.1]

Item

77 The **contractor** shall

1. Comply with the health and safety specification for **the works**
2. Prepare and agree with the health and safety consultant the health and safety plan for **the works**
3. Cooperate with the health and safety consultant in all respects
4. Manage the compliance of all **subcontractors** with the regulations and with the health and safety plan and specification
5. Conform to the conditions contained in the **employer's** health and safety specification

Item

78 Green star building certification

User note

Insert the provisions called for by the relevant green star consultant should it be a requirement that the project be submitted for green star certification

Item

79 Broad based black economic empowerment (BBBEE)

Tenders submitted will be evaluated taking into account their empowerment rating

Carried To Section Summary

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Preliminaries

The **employer** will be monitoring the broad based black economic empowerment (BBBEE) status of the **contractor** throughout the execution of the works

The **contractor** is to submit to the **principal agent** on an annual basis a schedule of spend, split into vendors engaged as **subcontractors** and suppliers indicating their BBBEE rating including proof of the said rating

Item

80 Advertising rights

The may employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The **contractor** shall not prevent such an arrangement and will assist in the facilitation of same. The position and type of advertising structure to be agreed with the **principal agent** so as not to hinder the **contractor** in meeting his obligations under this agreement

Item

81 Confidentiality

The **contractor** undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all **subcontractors** and suppliers. Such information shall not be used in any way except in connection with the execution of the works

No information regarding this project shall be published or disclosed without the prior written consent of the **employer**

Item

82 Media releases

All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the **employer**

The **contractor** together with his **subcontractors** shall not, without the prior written consent of the employer, cause any statement or advertisement connected with this project to be printed, screened or aired by the media

Item

SUMMARY OF CATEGORIES

Category : Fixed R.....

Category : Value R.....

Category : Time R.....

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SECTION NO. 1
PRELIMINARIES
SECTION SUMMARY

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Section No. 1
SECTION SUMMARY

SECTION NO. 2
BUILDING WORKS

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>BUILDING WORKS</u> <u>BILL NO. 1</u> <u>EARTHWORKS</u> <u>SITE CLEARANCE</u> <u>Site clearance</u> <u>SUPPLEMENTARY PREAMBLES</u> <u>Carting away of excavated material</u> Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site <u>Nature of ground</u> A soils investigation has been carried out on the site by the engineer and the report is available from the Principal Agent. All very hard unweathered shale, ironstone, etc, the removal of which necessitates the use of explosives or heavy duty hydraulic percussion hammers (peckers), will be classified as 'hard rock' <u>Classification of excavated material</u> User Note - The following are typical examples of descriptions of 'nature of ground' "Earth" shall mean all ground other than classified as "hard rock" or "soft "rock" and shall include made-up ground and any loose stones or pieces of consrete not exceeding 0.03m3 in volume "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 thereof warrants the use of pneumatic tools and includes hard shale, ferricite, compact ouklip and material of similar hardness <u>Filling</u> Filling under floors and backfilling to excavations shall be suitable inert material, free from clay, vegetable matter, large stones, etc spread, levelled and where applicable compacted to Engineer's specified density. The pricing thereof shall include multiple handling.				
Carried to Collection			R	
Section No. 2				
Bill No. 1				
Earthworks				

	Unit	Quantity	Rate	Amount
<u>SITE CLEARANCE</u>				
1				
Stripping average 150mm thick layer of top soil and and depositing material in prescribed stock piles on site	m ²	400		
2				
Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc and trees not exceeding 200mm girth	m ²	400		
<u>EXCAVATIONS ETC</u>				
<u>Excavation in earth over sloping site n.e 2m deep for 600 x 600 x 1250mm</u>				
3				
Holes supporting 350m2 deck	Item			
<u>Extra over bulk excavations in earth for excavation in</u>				
4				
Soft rock	m ³	25		
5				
Hard rock	m ³	25		
<u>Extra over all excavations for carting away</u>				
6				
Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m ³	30		
<u>FILLING, ETC</u>				
<u>Filling of natural gravel material G5 supplied by the contractor, compacted to 95% Mod AASHTO density</u>				
7				
Holes	m ³	30		
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Earthworks				

Amount

BILL NO. 1
EARTHWORKS
COLLECTION

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Section No. 2
Bill No. 1
Earthworks

SECTION NO. 2

BUILDING WORKS

BILL NO. 2

CONCRETE, FORMWORK AND REINFORCEMENT

CONCRETE, FORMWORK AND REINFORCEMENT

Cost of tests

The costs of making, storing and testing of concrete test cubes as required under clause 7 Tests of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests for approval . The testing shall be undertaken by an approved independent firm or institution nominated by the contractor (test cubes are measured separately)

REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES

25MPa/19mm concrete

1 Holes

m³

18

TEST CUBES

Test Cubes

2 Making and testing 150 x 150 x 150mm concrete strength test cube (Provisional)

No

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Section No. 2

Bill No. 2

Concrete, Formwork And Reinforcement

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>BUILDING WORKS</u> <u>BILL NO. 3</u> <u>CARPENTRY AND JOINERY</u> <u>STRUCTURAL TIMBERWORK ETC</u> <u>DECKING</u> <u>FOUNDATIONS, FOOTINGS AND UPRIGHTS FOR DECK</u> <u>Supply and install upright poles and footings for 350m2 timber decking</u>				
1 Fit 175mm to 200mm dia 4500 x 3600m upright treated poles spaced at 3000m for beams supporting 350m2 timber deck	Item			
2 Supply and fit Chromated Copper Arsenated (CCA) treated brace timber poles 100 - 125mm dia 6000m poles	Item			
3 Supply and fit 16mm threadbar, nuts and washers for cross bracing	Item			
<u>BEAMS, JOISTS AND DECKING PLANKS</u> <u>Supply and fit beams to 350m2 decking</u>				
4 Supply and 50 x 228mm timber bearer beams notched to poles with 16mm fixings based on 2.1m centres	Item			
<u>Supply and fit 16mm threadbar, nuts and washers fixings for bearer beams1</u> <u>JOISTS, STRINGERS AND DECKING</u> <u>350m2 Pine Decking</u>				
5 Supply and fit 38 x 152mm timber at 600mm centres joists	Item			
6 Supply and fit stringers/ joiners to 50 x 76mm timber	Item			
7 Supply and fit decking and planks to 110 x 32mm SA pine H3 treated timber/ribbed side up including 16mm SS fixings for 350m2 deck	Item			
Carried to Collection			R	
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Bill No. 3				
Carpentry And Joinery				

BALUSTRADING AND HANDRAILS

Standard machined SA pine balustrades and handrails

- 8 Supply and fit 75 x 75mm upright posts 1200m long spaced at 1500m long and 1200m high with 38 x 76mm vertical supports and 38 x 38mm horizontal balusters spaced at 120mm
- 9 152 x 38mm handrail supported by 38 x 38mm horizontal supports installed both sides and below main handrail, fixing to be stainless steel

Unit Quantity Rate Amount

m 70

m 70

Carried to Collection

R

Section No. 2
Bill No. 3
Carpentry And Joinery

BILL NO. 3
CARPENTRY AND JOINERY
COLLECTION

Amount

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Section No. 2
Bill No. 3
Carpentry And Joinery

SECTION NO. 2

BUILDING WORKS

BILL NO. 4

PAINTWORK

PAINTWORK

Attention is drawn to the measurement rules in the measuring system regarding paint colours which read as follows:

4. 'Paintwork shall be classified in the different colour groups 'White', 'Pastel', 'Deep' and 'Transparent' (in accordance with the Natural Colour System (NCS) adopted by the SA National Standards)'

and

'5. Paintwork in one colour group may be given as extra over paintwork in another colour group'

ON NEW WOOD SURFACES

Apply one coat and two coats Rystic Armadek on wooden surfaces including neatening with Epidermix 372 Epoxy

1	Decking both top and underside	m ²	350		
2	Timber Balustrades	m	70		

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Section No. 2
Bill No. 4
Paintwork

Amount

SECTION NO. 2

BUILDING WORKS

SECTION SUMMARY

Bill No.

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| 3 | CARPENTRY AND JOINERY |
| 4 | PAINTWORK |

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SECTION SUMMARY

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SECTION NO. 5
PROVISIONAL SUMS

SECTION NO. 5**PROVISIONAL SUMS****PROVISIONAL SUMS****User note**

Refer hereunder to 'nominated subcontractors' or 'selected subcontractors' or both as the case may be and in accordance with the relevant building agreement (building contract)

Where 'attendance' is defined in the relevant subcontract agreement/subcontract, the user is to refer thereto and is to ensure that the designations therein are used. Where 'attendance' is not defined in the relevant subcontract agreement/subcontract, the user is to provide a detailed description of the 'attendance' required from the contractor

General attendance on nominated/selected subcontractors

User note -

Use the following descriptions where the JBCC N/S Subcontract Agreement is applicable

The item 'attendance' which follows each provisional sum for nominated/selected subcontractors' work, shall be deemed to cover all the contractor's costs incurred in providing free of charge to the nominated/ selected subcontractors the contractor's duties as described in clause 12.2 of the JBCC N/S Subcontract Agreement

- 1 Allow for supply and installation of viewing deck for an amount of R100000
(One hundred thousand rands)
- 2 Allow for supply and installation of Electrical Works for an amount of R20000
(Twenty thousand rands)

Prov
Sum

Prov
Sum

Carried to Final Summary

R

Section No. 5

Bill No. 1

Provisional Sums

		Amount	
Section No.		Page	
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	ADD: CONTINGENCIES		
	Allow Contingency Amount		80 000 00
	SubTotal excluding Value Added Tax		
	ADD VAT @ 15%:		
	Carried to Tender	R	
	FINAL SUMMARY		

FS-1

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SUMMARY OF SCHEDULES

SCHEDULE	DESCRIPTION	TOTALS BROUGHT FORWARD
SUB-TOTAL A		R.....
ADD: 10% CONTINGENCIES		R.....
SUB-TOTAL B		R.....
PLUS: 15% VAT		R.....
TOTAL *		R.....

Note:

*Total to be carried forward to the "Form of Offer"

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

EASTERN CAPE PARKS & TOURISM AGENCY

CONTRACT NO: 08/FY/23

CONSTRUCTION OF A VIEWING DECK AT OVISTON NATURE RESERVE.

2. PART C3: SCOPE OF THE WORKS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.3 SCOPE OF WORK

CONSTRUCTION OF VIEWING DECK AT OVISTON NATURE RESERVE.

C.3.1 PROJECT SPECIFICATIONS

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The employer's objectives is to construct a viewing deck at Oviston Nature Reserve.

1.2 Overview of the works

The work comprise of timber viewing deck with access at Oviston Nature Reserve.

Extent of the works

The works comprise the following main activities:

- Preliminary and General which includes site establishment – Establish all plant and equipment, offices, etc. to carry out the works as described below, shown on the drawings and listed in the Bill of Quantities.
- Site Clearance which will involve removal of vegetation and the stockpiling of topsoil for later use.
- Construction of timber viewing deck with site works.

1.3 Location of the works

The proposed site is located at the following co-ordinated reference points:

NAME	CO-ORDINATES	
Oviston Nature Reserve	Latitude - 30°42'0.11"S	Longitude - 25°45'56.42"

1.4 Temporary works (Decanting)

Not applicable

1.5 Occupational Health And Safety

The contractor needs to study the following documents:

- Occupational Health and Safety Act, 1993 – Asbestos Regulations, 2001
- Occupational Health and Safety Act, 1993 – Construction Regulations, 2003

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- SITE OHS Doc

2 DRAWINGS

The drawings used for setting up the Provisional Bills of Quantities are as follows: As per Engineers' and Architects' Drawing Schedules

3 PROCUREMENT

3.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the referencing schedule.

Competitive bids shall be invited in respect of each of the above portions of the works in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the JBCC Principal Building Agreement 6.2 Edition May 2018 / CIDB Standard subcontract (labor only) / JBCC Nominated / Selected Subcontract Agreement

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

with minimal project specific variations and amendments that do not change their intended usage.

The Employer together with the Contractor shall evaluate the bids received in accordance with the provisions of the Standard Conditions of Tender contained in Annex F of Standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the Employer and from the Contractor.

The Contractor shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

The Contractor shall indicate within the list of proposed sub-contractors the names and copies of the registration documents of the proposed sub-contractor registered with the necessary council to be an approved asbestos removal specialist

4 CONSTRUCTION

4.1 Applicable SANS 2001 standards for construction works

The following parts of SANS 2001 Construction works standards and associated specification data are applicable to the works:

- 1) SANS 2001BE1
- 2) SANS 2001BS1
- 3) SANS 2001CC2
- 4) SANS 2001CG1
- 5) SANS 2001CM1
- 6) SANS 2001CS1
- 7) SANS 2001CT2
- 8) SANS 2001DP1
- 9) SANS 2001DP2
- 10) SANS 2001DP3
- 11) SANS 2001DP4
- 12) SANS 2001DP5
- 13) SANS 2001DP6
- 14) SANS 2001EM1

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

4.2 Applicable national and international standards

- Standardized Specifications for Civil Engineering Construction SANS 1200
- The National Building Regulations SABS0400
- Construction and Management Requirements for Works Contracts SANS1921-1
- Targeted Construction Procurement SANS1914-4

4.3 General Clause

4.3.1. The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers (local) is in the following proportions:

- i) 10 % women;
- ii) 50% youth who are between the ages of 18 and 25; and
- iii) 1% on persons with disabilities.

4.4. Certification by recognized bodies

CIDB Certificate

4.6. Plant and materials provided by the employer

Not Applicable

4.7. Services and facilities provided by the employer

Not Applicable

4.8. Plant and equipment

The plant and equipment used on the site shall not be inferior to that described in the Schedule of Plant and Equipment.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5 Management

5.1 SANS 1921 standards

The SANS 1921 Construction works standards and associated specification data are applicable to the works:

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works	
Clause	Specification data
Essential data	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible
4.2.1	The responsibility strategy assigned to the contractor for the works is A.
4.2.2	The structural engineer is Ntsimini Developments working under Nolwandle Quantity Surveyors, Mr Jongikhaya Mzomba
4.3.1	The planning, programme and method statements are to comply with the following: 1) Program to be submitted in Microsoft Project format 2) Gantt chart to indicate critical path and progress 3) Gantt chart to be updated before monthly site meeting
4.3.3	The notice period for inspection is 2 Days
4.9.3	The trees and shrubs which are not to be disturbed are to be identified on site. Where possible, the disturbance of trees should be avoided.

4.14.3	The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are: 1) Site office which shall be used for site meetings and for the contractor's use. Such an office shall comprise a minimum of 20m² in area and 3 m high, be ventilated, have good lamination, must be reasonably sound proof, and have a hard floor construction. It shall be furnished with a desk on which drawings can be rolled open and on which there is sufficient writing space and sufficient temporary chairs or benches to accommodate all persons present at site meetings. (Minimum 10 seater) 2) The following facilities will be supplied to the employers representatives: - 15 Hardhats for employers representatives visiting the site - 15 Safety (High visibility) jackets for employer representatives visiting the site
4.14.5	The Contractor is required to provide latrine and ablution facilities for the exclusive use of the professional team and client
4.14.6	The requirements for the provision and erection of separate sign boards for consultants and subcontractors are: 1) The boards must comply with the official standard type signboard of the Employer and be at least 2750 x 1800 mm high. 2) The boards must be constructed with a firm flat exposed face using suitable material of firm construction, painted and lettered according to the standard drawings available from the Employer on request and mounted on sturdy pipe-standards at a height of 1800 mm above natural ground level.
4.17.1	The requirements for the termination, diversion or maintenance of existing services are: 1) none
4.17.3	Services which are known to exist on the site are: 1) Electricity solar system

Additional clauses	
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1 Site meetings and procedures

The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

2 Water and electricity

The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:

a) water : A

b) electricity : A

Service	Option		
	A Contractor responsibility	B Employer responsibility	C
Water	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary connections to the Employer's water supply at designated points and make use of water free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the Employer's water supply at designated points and be responsible for costs associated with all water consumed.
Electricity	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / ESKOM for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary electrical connections to the Employer's electrical supply at designated points and make use of electricity free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and meters to the Employer's electrical supply and be responsible for cost associated with all electricity consumed.

The following temporary services is the responsibility and will be supplied by the Contractor:

- Security
- Sewer services in the form of temporary toilets
- Waste disposal facility

SANS 1921-5, Construction and management requirements for works contracts – Part 5: Earthworks activities which are to be performed by hand.

Clause	Specification Data
Essential Data:	
5.1	The depth of trenches which are to be excavated by hand is 1,2 metres.
Additional clauses:	
1	Stone pitching and rubble concrete masonry All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, shall be collected, loaded, off loaded and placed by hand. Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m. Grout shall be mixed and placed by hand.
2	Manufactured Elements Elements manufactured or designed by the Contractor, planks and timber poles, units shall not individually, have a mass of more than 320kg. In addition the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.

SANS 1921-6, Construction and management requirements for works contracts – Part 6: HIV/AIDS awareness.

4.2.1(a)	A qualified service provider is a service provider that is one that is accredited or provisionally accredited training service provider in the HIV/AIDS field. A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel 011-265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za.
4.2.1(a)	The HIV/AIDS awareness programme 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.)
Additional clauses	
	The duration of each workshop is not to be less than 2½ hours.

5.2 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 1 day after rain that is considered to justify an extension of time occurs.