



Appointment of a service provider to provide a turnkey solution for the MHSC for the renovation of the new MHSC building, based on the specified layout and design (MHSC 008/2024-25)

Bid Number: MHSC 008/2024-25)

October 2024

Issued by:

Mine Health and Safety Council

Prepared by:

Mankopo Mamosebo

Western Woods Office Complex
145 Western Service Road
B7 Maple Place
Woodmead
2191

Contact:

Registered Name of Tenderer:

Trading Name of Tenderer:

Registration Number of Entity:

Contact Person:

Email Address:

Contractor

Witness for
Contractor

Employer

Witness for
Employer

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MINE HEALTH AND SAFETY COUNCIL					
BID NUMBER:	MHSC 008/2024-25	CLOSING DATE:	28 OCTOBER 2024	CLOSING TIME:	11:00am
DESCRIPTION	Appointment of a service provider to provide a turnkey solution for the MHSC for the renovation of the new MHSC building, based on the specified layout and design.				
RFQ RESPONSE DOCUMENTS MAY BE SENT TO THE BELOW EMAIL ADDRESS					
tenders@mhsc.org.za					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Molau Ramabu		CONTACT PERSON	Mankopo Mamosebo	
TELEPHONE NUMBER	011 656 1797		TELEPHONE NUMBER	011 656 1797	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	mraabu@mhsc.org.za		E-MAIL ADDRESS	mmamosebo@mhsc.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					
☐ YES ☐ NO					

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DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

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PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

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GENERAL TENDER INFORMATION

**MINE HEALTH AND SAFETY COUNCIL
BID NO: MHSC 008/2024-25**

Appointment of a service provider to provide a turnkey solution for the MHSC for the renovation of the new MHSC building, based on the specified layout and design

TENDER ADVERTISED:	07 October 2024
CIDB CONTRACTOR GRADING:	6GB or Higher
COMPULSORY CLARIFICATION MEETING:	10:00am, 15th October 2024 (compulsory)
VENUE FOR CLARIFICATION MEETING:	Section 8, Tuscany Office Park, Rivonia
CLOSING DATE:	28th October 2024
CLOSING TIME:	11H00 am
CLOSING VENUE (Tender Box):	Western Woods Office Park, B7, Maple North, 145 Western Service Road, Woodmead
INSTRUCTIONS:	Bid submissions must be sealed and clearly marked “Bid name and Bid number” containing the Tender Documents (completed in all respects including the “Form of Offer”) plus any additional supporting documentation into the tender box.

NB: No late submissions will be accepted.

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MINE HEALTH AND SAFETY COUNCIL
BID NO: MHSC 008/2024-25

Appointment of a service provider to provide a turnkey solution for the MHSC for the renovation of the new MHSC building, based on the specified layout and design

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PART T1: TENDER PROCEDURES

THE TENDER

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Bids are hereby invited from suitably qualified and experienced Contractors for the Appointment of a service provider to provide a turnkey solution for the MHSC for the renovation of the new MHSC building, based on the specified layout and design.

Bid No:	CIDB Grading	Description of works	Closing Date	Compulsory clarification/briefing session	Enquiries
MHSC 008/2024-25	6GB or Higher	Appointment of a service provider to provide a turnkey solution for the MHSC for the renovation of the new MHSC building, based on the specified layout and design	28th October 2024 @11h00am	Section 8, Tuscany Office Park, Rivonia on the 15th of October 2024 @10h00am on site.	Email: SCM Bidding Queries: tenders@mhsc.org.za Tel: 011 656 1797 Technical Queries: Mr Mankopo Mamosebo Tel: 011 656 1797

Tenders are hereby invited for the above work. The tender documents are downloadable on **National Treasury e-tender portal website** (www.etenders.gov.za) and the **MHSC Website** (www.mhsc.org.za).

Completed tender documents are to be sealed and deposited in the Bid Box, at the offices of the Mine Health and Safety Council, Western Woods Office Park, B7, Maple North, 145 Western Service Road, Woodmead, not later than **28th October 2024 @ 11H00am. No late submission will be accepted.**

Tenderers should have a Construction Industry Development Board CIDB contractor grading designation of 6GB or higher.



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**PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT NO. 5 OF 2000)
AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

Tenders will be evaluated based on the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022 and MHSC Supply Chain Management Policy in awarding points for B-BBEE Status of Contributor for the Construction Charter Scorecard and quality of the tenderer. The 80/20 Preference Point System will be applied to all tenders. Tenders must remain valid for a period of 90 days after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the MHSC.

The tenders will be evaluated in three (03) stages:

Stage 1: Mandatory Evaluation Stage

Stage 2: Functionality/Technical Evaluation Stage

Stage 3: Price and Specific Goals Evaluation Stage

A **COMPULSORY BRIEFING/CLARIFICATION SESSION** with a representative of the Employer will take place at Section 8, Tuscan Office Park, Rivonia on the 15th of October 2024 @10h00am on site.

The closing time for receipt of tenders is **28th October 2024 at 11H00am**. The bid documents must be deposited in the tender box situated at the address below. Bidders must submit the original document plus two copies of the original document accompanied by an electronic version either on a memory stick or USB. The document must include the technical proposal plus the pricing proposal). Tenders will be received on the closing date and time shown, must be enclosed in sealed envelopes bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to:

Mine Health and Safety Council, Western Woods Office Park, B7, Maple North, 145 Western Service Road, Woodmead

ENQUIRIES: Representative: MHSC SCM
Tel (Office): 011 657 1719
E-Mail: scm@mhsc.org.za

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T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in **section T1.3 of Standard for Uniformity in Engineering and Construction Works Contracts (Board Notice 423 Government Gazette No 42622 of 8 August 2019)**, bound into Section T1.3

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.

CLAUSE NUMBER		TENDER DATA
C.1.1	Actions	The Employer is Mine Health and Safety Council
C.1.2	Tender Documents	<u>Volume 1: Tender Document</u> THE TENDER Part T1: Tendering Procedures T1.1 – Tender Advert T1.2 – Tender data T1.3 – Standard Conditions of Tender Part T2: Returnable documents T2.1 – List of returnable documents T2.2 – Returnable schedules THE CONTRACT Part C1: Agreements and contract data C1.1 – Form of offer and acceptance C1.2 – Contract data C1.3 – Form of guarantee C1.4 – Guarantee (Cash deposit) C1.5 – Health and safety agreement C1.6 – Adjudicators contract Part C3: Scope of work C3 – Scope of work Part C4: Site information C4 – Site information <u>Volume 2: Standard Detail Drawings</u>
C.1.3 C.1.3.4	Interpretation	<i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English</i>
C.1.4	Communication and Employer's Agent	Address: Mine Health and Safety Council Western Office Park 145 Western Service Road B7 Maple Place Woodmead

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CLAUSE NUMBER		TENDER DATA
		2191 Tel: 011 657 1719 Email: tenders@mhsc.org.za
C2.1 Reference Documents	Unless specified otherwise in this document, the following standards and conditions of contract will be applicable under this Contract:	Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contract grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6GB or higher class of construction work, are eligible to submit tenders. Joint Ventures are eligible to submit tenders provided that: 1. every member of a joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 6GB or higher class of construction work; and The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation in accordance with the sum tendered for a 6GB or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.
C.2.2	Cost of Tendering	The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
C.2.7	Clarification meeting	The arrangements for a compulsory clarification meeting are as stated in the tender notice and invitation to tender Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers. Addenda will be issued to and tenders received from those tendering entities appearing on the attendance register.
C.2.8	Seek clarification	<i>Request clarification of the tender documents, if necessary, by notifying the employer at least 2 (two) working days before the closing time stated in the tender data.</i>
C.2.9	Insurance	<i>Accept that the submission of a tender shall be construed as an acknowledgement by the tenderer that he is satisfied with, where applicable, the insurance cover the Employer will affect under the contract.</i>
C.2.12	Alternative offers	Alternative tender offers will not be considered.
C.2.13	Submitting a tender offer	<i>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.</i> <i>All volumes are to be left intact in original format and no pages shall be removed or re-arranged</i>

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CLAUSE NUMBER	TENDER DATA
C.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus a scanned copy in PDF format on a USB. In addition to the hard copy submission, each tenderer is required to submit a scanned copy of the <u>fully completed and signed</u> tender submission document. This is to be on a USB Flash Drive attached to the original tender submission documents, adequately identifiable as belonging to the tenderer, be in PDF format scanned at 400 DPI, and be in full colour.
C.2.13.4	<i>Only authorised signatories may sign the original and all copies of the tender offer where required.</i> <i>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</i> <i>In the case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company.</i> <i>In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorising a member or other official of the corporation to sign the documents on each member's behalf.</i> <i>In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such authorisation</u> shall be included in the Tender.</i> <i>In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include <u>a resolution of each company</u> of the joint venture together with a <u>resolution by its members</u> authorising a member of the joint venture to sign the documents on behalf of the joint venture.</i> <u>Accept that failure to submit proof of authorisation to sign the tender shall result in the tender offer being regarded as non-responsive.</u>
C.2.13.5	The identification details are: Tender Description: Appointment of a service provider to provide a turnkey solution for the MHSC for the renovation of the new MHSC building, based on the specified layout and design Closing Time: at 11:00am Closing Date: 28th October 2024 Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be submitted (HAND DELIVERED) at: TENDER BOX ADDRESS: Western Woods Office Park 145 Western Service Road B7 Maple Place Woodmead

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CLAUSE NUMBER		TENDER DATA
		2191 Ensure that all required compliance documents are included upon submission as no additional documents will be requested from bidders after closing. BIDDERS MUST ENSURE THAT THEY SIGN THE SUBMISSION REGISTER UPON HANDING IN THE DOCUMENTS.
C.2.13.9		Telephonic, telegraphic, telex, facsimile or e-mailed offers will not be accepted
C.2.13.10		<i>Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</i>
C.2.14	Information and data to be completed in all respects	<i>The Tenderer is required to enter information in the following sections of the document:</i> Section T2.2 : Returnable Schedules Section C1.1 : Form of Offer and Acceptance Section C1.2 : Contract Data (Part 2) Section C2.2 : Pricing Schedule <i>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</i> <i>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</i> <i>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</i> <i>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in Part T2 – Returnable Documents within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</i> <i>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 – Returnable Documents.</i> <i>Accept that the Employer is restricted in accordance with clause 5 (1) of the Construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.</i>

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CLAUSE NUMBER		TENDER DATA
C.2.15	Closing time	The closing time for submission of tender offers is stated in the tender notice and invitation to tender.
C.2.16	Tender offer validity	The tender offer validity period is 90 days .
C.2.16.5		<i>If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.</i> <i>Accept that should the Tenderer unilaterally withdraw his tender during the tender validity period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed</i>
C.2.18	Provide other material	The tenderer shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.20	Submit securities, bonds, policies, etc.	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the performance bond to the format included in Section C1.3 of Part C1 Agreements and Contract Data of this document.
C.2.23	Certificates	Refer to Part T2 of this procurement document for a list of the documents that are to be returned with the tender.
C.2.24	Conditions Associated with the Granting of Preferences	<i>The Tenderer, undertakes to:</i> <i>a) engage one or more Targeted Enterprises / Targeted Labour in accordance with the provisions of the SANS 1914 as varied in the Procurement Section of the Scope of Works.</i> <i>b) deliver to the Employer, within 5 working days of being requested in writing to do so, a Targeted Enterprise Declaration Affidavit in respect of all Targeted Enterprises engaged at prime contract level to satisfy Contract Participation Goal requirements.</i> <i>c) accept the sanctions set out in the Scope of Works should such conditions be breached.</i>
C2.25	Canvassing and obtaining of additional information by tenderers	<i>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employers' officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</i> <i>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</i>

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CLAUSE NUMBER	TENDER DATA
C2.26 <i>Prohibitions on awards to persons in service of the state</i>	<i>The Employer is prohibited to award a tender to a person -</i> a) <i>who is in the service of the state; or</i> b) <i>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</i> c) <i>a person who is an advisor or consultant contracted with the entity.</i> <i>In the service of the state means to be -</i> a) <i>a member of:-</i> • <i>any municipal council;</i> • <i>any provincial legislature; or</i> • <i>the National Assembly or the National Council of Provinces;</i> b) <i>a member of the board of directors of any municipal entity;</i> c) <i>an official of any municipality or municipal entity;</i> d) <i>an employee of any national or provincial department;</i> e) <i>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i> f) <i>a member of the accounting authority of any national or provincial public entity; or</i> g) <i>an employee of Parliament or a provincial legislature.</i> <i>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</i>
C2.27 <i>Awards to close family members of persons in the service of the state</i>	<i>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including -</i> a) <i>the name of that person;</i> b) <i>the capacity in which that person is in the service of the state; and</i> c) <i>the amount of the award.</i> <i>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Part T2 of this procurement document must be completed.</i>
C2.28 <i>Vendor registration</i>	<i>The contractor will be required to register as a supplier/ service provider on the Central Supplier Database before any payment can be done.</i> <i>If the tenderer is already registered as a vendor, it is required to record the vendor number in space provided on the cover page (Invitation to bid SBD 1) of this Tender document.</i> <i>Vendor registration documents are available from and can be downloaded from National Treasury Website. secure.csd.gov.za</i> <i>All parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause.</i>
C2.29 <i>Tax</i>	<i>National Treasury Instruction no. 9 of 2017/18 clause 4 application during SCM Processes state that:</i>

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	<i>Designated employee must verify the tenderer's tax compliance status prior to awarding of price quotations or competitive bids.</i> <i>Where the recommended bidder is not tax compliant, the bidder must be notified in writing of their non- compliant status and the bidder must be requested to submit written proof from SARS of their tax compliance status or proof that they mad an arrangement to meet their outstanding tax obligations within 7 working days. The bidder should thereafter provide the accounting officer or authority with proof of their tax compliance status which should be verified via the central supplier database or eFiling.</i> <i>Should the recommended bidder fail to provide written proof of their tax compliance status, accounting officers and accounting authorities must reject the bid submitted by the bidder. Clause 4.3 of Instruction no. 9 of 2017/18</i>
C.3.1 Respond to requests from the tenderer	The employer will respond to requests for clarification up to 2 (two) working days before the tender closing time.

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C.3.11	Evaluation of tender offers	Method 1 will be used to evaluate all responsive tender offers in terms of Clause C.3.11.2 of the Standard Conditions of Tender and tender will be evaluated in 3 stages namely: Stage 1: Mandatory Evaluation Stage 2: Functionality Evaluation Stage 3: The preferential point system (The preferential points to be used shall be the 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022) plus points claimed in terms of B-BBEE (80 points allocated for price and 20 points allocated for Specific goals) The tender will be awarded as a whole.
C3.11.1	General	<i>The procedure for the evaluation of responsive tender shall be Method 1 (Clause C.3.11.2)</i> <i>The financial offer will be scored using Formula 2 (Option 1) in Table C.1 where the value of W1 is:</i> <i>80 where the financial value of all responsive tender have a value that equals or less than R50 million (all applicable taxes included).</i> <i>Up to 100 minus W1 tender evaluated points will be awarded to tenderers who completed the preferencing schedule and who are found to be eligible for the preference claimed.</i>
C.3.11.2	80/20 Preference Point System	<i>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</i> (a) <i>The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R50 000 000 (all applicable taxes included):</i> $(i) \quad P_s = 80 \times \left[1 - \left(\frac{P_t - P_{min}}{P_{min}} \right) \right]$ <i>Where</i> P_s = Points scored for comparative price of tender or offer under consideration. P_t = Comparative price of tender or offer under consideration; and P_{min} = Comparative price of lowest acceptable tender or offer. (ii) <i>An Employer of state may apply the formula in paragraph (i) for price quotations with a value less than R 30 000, if and when appropriate.</i> (b) <i>In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:</i>

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		The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	What must be submitted as evidence
		Black people	2		B-BBEE Certificate/Sworn Affidavit
		Black people who are Youth	6		B-BBEE Certificate/Sworn Affidavit
		Women	4		B-BBEE Certificate/Sworn Affidavit
		Historically disadvantaged individuals/industries	2		B-BBEE Certificate/Sworn Affidavit
		People with disabilities	2		B-BBEE Certificate/Sworn Affidavit
		Enterprise located in specific provinces, districts, towns, townships, villages or rural areas	2		B-BBEE Certificate/Sworn Affidavit
		Small, medium and micro enterprises (SMME's)	2		B-BBEE Certificate/Sworn Affidavit
	(c) A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-complaint contributor to B-BBEE may not be disqualified but- may only score points of 80 for price; and scores 0 points out of 20 for Specific goals (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (b) must be added to the points scored for price a calculated in accordance with subparagraph (a). The contract must be awarded to the tender who scores the highest total number of points.				
	C.3.11.4	Scoring financial offers	Score the financial offers of remaining responsive tender offers using the following formula:		
		$N_{FO} = W_1 \times A$ Where N_{FO} is the number of tender evaluation points awarded for the financial offer.			

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	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 C.1: Formulae for calculating the value of A <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1^a</th><th>Option 2^a</th></tr><tr><td>1</td><td>Highest price or discount</td><td>$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P / P_m$</td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td>$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P_m / P$</td></tr><tr><td>a</td><td colspan="3">P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.</td></tr></table>	Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a	1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$	a	P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.		
Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a														
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2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$														
a	P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.																
C.3.13	Acceptance of Tender Offer	Tender offers will only be accepted if: - a.) the tenderer has complied in full of all eligibility criteria - b.) the tenderer can provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 9 of 2017/18. - c.) the tenderer submits a letter of intent from an approved insurer undertaking to provide to provide the Performance Bond to the format included in Section C1.3 of this procurement document. - d.) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. - e.) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges. - f.) 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; - g.) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. - h.) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; - i.) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.															

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C.3.17	Copies of Contract	j.) One signed copy of the contract shall be provided by the Employer to the successful Tenderer.

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T1.3 STANDARD CONDITIONS OF TENDER

C.1 General

C.1.1 Actions

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

C.1.1.2 The Employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. 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.*

C.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.

C.1.2 Tender Documents

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

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C.1.3 Interpretation

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

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

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

a) **conflict of interest** means any situation 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 price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels.

C.1.4 Communication and Employer's agent

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

C.1.5 Cancellation and re-invitation of tenders

C.1.5.1 An organ of state may, prior to the award of the tender, cancel the tender if-

(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or

(b) funds are no longer available to cover the total envisaged expenditure.

(c) no acceptable tenders are received; or

(d) there is a material irregularity in the tender process.

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C.1.5.2 The decision to cancel the tender must be published in the same manner in which the original tender invitation was advertised.

C.1.5.3 An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for a second time.

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data 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 C.3.4, the Employer shall announce only the names of the tenderers who make a submission. The requirements of C.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.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 C.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the Employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The Employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender

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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.

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the Employer at least two (2) working days before the closing time stated in the tender data.

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

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C.2.12 Alternative tender offers

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

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

C.2.12.3 An alternative tender offer may only be considered in the event that the main tender is the winning tender.

C.2.13 Submitting a tender offer

C.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.

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

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

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

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

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

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data.

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C.2.13.8 Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the Employer, unless stated otherwise in the tender data.

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

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

C.2.15 Closing time

C.2.15.1 Ensure that the Employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the Employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the Employer evaluating tender, the Contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

C.2.17 Clarification of tender offer after submission

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

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

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C.2.18 Provide other material

C.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the Employer, where required.

C.2.19 Inspections, test and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The Employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the Tender Data respond to a request for clarification received up to two (2) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying

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requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

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

C.3.2 Issue addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices.

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

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status

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level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

- a) the gross misplacement of the decimal point in any unit rate;

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- 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.

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) 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.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the Employer

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

Contractor

Witness for
Contractor

Employer

Witness for
Employer

C.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:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, 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,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Bid number: (MHSC 008/2024-25)

C.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.

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

Contractor

Witness for
Contractor

Employer

Witness for
Employer



PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

Schedule A: Returnable documents incorporated in this tender document that must be completed and signed by all tenderers

Note: *Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Documents incorporated in this tender document that must be completed and signed by all tenderers		
Clarification Meeting Certificate	Schedule A.1	
Certificate of Authority of signatory	Schedule A.2	
Certificate of Authority for Joint Ventures	Schedule A.3	
JV Agreement	Schedule A.4	
Company Registration Documents	Schedule A.5	
Record of Addenda to Tenderers	Schedule A.6	
Resolution of Board of directors / members / partners	Schedule A.7	
Resolution of Board of Directors / Members / Sole Proprietor/ Partners of Partnership (if applicable)	Schedule A.8	
Compulsory Enterprise Questionnaire	Schedule A.9	
ID Copies for members	Schedule A.10	

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Schedule B: Returnable documents required as minimum returnable documents

Note: *Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the Tenderer having to submit same upon request within 7 days and if not complied with, will result to the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
SBD 1: Invitation to Bid		
SBD 4: Bidder's Disclosure	Schedule B.1	
Tax compliance Status PIN	Schedule B.2	
Proof of Central Supplier Database (CSD) registration	Schedule B.3	

Schedule C: Returnable documents required for Preferential Procurement evaluation purposes

Note: *Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the tender offer being awarded zero (0) preference points on specific goals*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
SBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations, 2022 (accompanied by the original or certified B-BBEE Status Level Verification Certificate or original B-BBEE Sworn Affidavit.)	Schedule C.1	

Contractor

Witness for Contractor

Employer

Witness for Employer

Schedule D: Mandatory returnable documents required for tender evaluation purposes

Note: *Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the Tenderer having to submit same upon request within 7 days and if not complied with, will result to the tender offer being disqualified from further consideration.*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
CIDB Contractor Registration Certificate	Schedule D.1	
Proof of registration as a Professional Construction Project Manager (PrCPM) with the South African Council for the Project and Construction Management Professions (SACPCMP).	Schedule D.2	

Schedule E: Other documents that will form part of the contract

Note: *Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Compliance to OHSA Act	Schedule E.1	
Status of concern submitting a tender	Schedule E.2	
Classification of business	Schedule E.3	
Letter of intent to provide performance guarantee	Schedule E.4	
Form of offer and acceptance	C1.1	
Contract Data	C1.2	
Form of guarantee	C1.3	
Submission of fully completed Bill of quantities	C2.1	
Scope of work	C3.	
Site Information	C4.	

Contractor

Witness for Contractor

Employer

Witness for Employer

T2.2 RETURNABLE SCHEDULE

A1. CLARIFICATION MEETING CERTIFICATE

This is to certify that I/We*

of (tenderer)

.....

of (address)

.....

.....

Telephone number

Fax number

Email

on (date)

have examined the Site of the Works and its surroundings for which I/we* am/are* submitting this Tender and have, so far as is practicable, familiarized myself/ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my/our* tender.

*Delete whichever is inapplicable

SIGNED BY/ON BEHALF OF MINE HEALTH AND SAFETY COUNCIL:

NAME

SIGNATURE

DATE

SIGNED BY/ON BEHALF OF THE TENDERER:

NAME

SIGNATURE

DATE

Contractor

Witness for Contractor

Employer

Witness for Employer

A2. CERTIFICATE OF AUTHORITY OF SIGNATORY

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

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

Held at: (place)
On: (date)

RESOLVED that:

1. The enterprise submits a tender to the Mine Health and Safety Council in respect of the following project:

Tender Number:	
Tender Description:	TENDER FOR THE

2. *Mr/Ms: in *his/her capacity as

and who will sign as follow:

Proof signature	Proof signature
-----------------	-----------------

be, and is hereby authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the enterprise mentioned above

NAME	CAPACITY	SIGNATURE

Note: 1. *Delete which is not applicable. 2. IMPORTANT: This resolution <u>must</u> be signed by all the directors/members/ partners of the tendering enterprise.	Enterprise stamp
---	------------------

Contractor	Witness for Contractor	Employer	Witness for Employer
------------	------------------------	----------	----------------------

3. Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.	
---	--

Contractor	Witness for Contractor	Employer	Witness for Employer
-----------------------------------	---	---------------------------------	---

A3. CERTIFICATE OF AUTHORITY OF SIGNATORY FOR JOINT VENTURES AND CONSORTIA

*Joint venture/consortium name: _____

We, the undersigned, are submitting this tender in a *joint venture/consortium and hereby authorise *Mr/Ms _____ authorised signatory of the enterprise _____ acting in the capacity of lead partner

to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the *joint venture/consortium mentioned above.

Registered name of enterprise	Registration number	% of contract value	Address	Duly authorised signatory	Mark with (x) for lead partner

Note:
1. *Delete which is not applicable.

Contractor

Witness for Contractor

Employer

Witness for Employer

2.

IMPORTANT: This resolution must be signed by all the parties of the joint venture/consortium and every duly authorised signatory for each party to the joint venture/consortium must complete a Form A4.
3.

Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.

Contractor	Witness for Contractor	Employer	Witness for Employer
-----------------------------------	---	---------------------------------	---

A4. JOINT VENTURE AGREEMENT

Joint Ventures are required to attach a comprehensive joint venture agreement. The agreement should reflect the following information;

- i Company registration number for each partner
- ii Authorised signature for each partner
- iii % share for each partner
- iv Address for each partner

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Contractor	Witness for Contractor	Employer	Witness for Employer
-----------------------------------	---	---------------------------------	---

A5. COMPANY REGISTRATION DOCUMENTS

Tenderers shall attach hereto certified copies of the company registration documents.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Contractor	Witness for Contractor	Employer	Witness for Employer

A6. RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before submission of this tender, amending or amplifying the tender documents, have been taken in account in this tender offer:

	DATE	REFERENCE	TITLE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

A7. RESOLUTION OF BOARD OF DIRECTORS / MEMBERS / PARTNERS

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

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

Held at _____ (place)

On _____ (date)

RESOLVED that:

1. The Enterprise submits a Tender to the Mine Health and Safety Council in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ (Tender Number as per Tender Document)

2. *Mr/Mrs/MS:

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

and who will sign as follows:

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

Note:

1. * Delete which is not applicable

2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise

ENTERPRISE STAMP

Contractor

Witness for Contractor

Employer

Witness for Employer

3. <i>Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page</i>	
This returnable schedule needs to be completed if the tenderer is a joint venture. This form must be completed by each partner of the joint venture. The name of the principal partner must be stated under Point 2.	

Contractor	Witness for Contractor	Employer	Witness for Employer

A8. RESOLUTION OF BOARD OF DIRECTORS / MEMBERS / SOLE PROPRIETOR/ PARTNERS OF PARTNERSHIP (I.E. OF EACH LEGAL PERSON TO COMPRISE THE JOINT VENTURE PARTNERSHIP)

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

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

Held at _____ (place)

On _____ (date)

RESOLVED that:

3. The Enterprise submits a Tender, in Joint Venture with the following Enterprises:

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

to the Mine Health and Safety Council in respect of the following project:

(Project description as per Tender Document)

Tender Number: _____ (Tender Number as per Tender Document)

4. The Principal Partner of the Joint Venture will be

(Legally correct full name and registration number, if applicable, of the Principal Partner of Joint Venture)

5. *Mr/Mrs/MS:

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

and who will sign as follows:

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

6. The Enterprise accepts joint and several liabilities with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Mine Health and Safety Council in respect of the project described under item 1 above.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

7. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Mine Health and Safety Council in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Note:

1. * Delete which is not applicable

2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise

3. Should the number of Directors / Members/Partners exceed the space available above, additional names and

ENTERPRISE STAMP

Contractor

Witness for Contractor

Employer

Witness for Employer

<i>signatures must be supplied on a separate page</i>	
This returnable schedule needs to be completed if the tenderer is a joint venture.	

Contractor	Witness for Contractor	Employer	Witness for Employer
-----------------------------------	---	---------------------------------	---

A9. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

☐ a member of any municipal council

☐ a member of any provincial legislature

☐ a member of the National Assembly or the National Council of Province

☐ a member of the board of directors of any municipal entity

☐ an official of any municipality or municipal entity

☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)

☐ a member of an accounting authority of any national or provincial public entity

☐ an employee of Parliament or a provincial legislature

☐ an employee, director or board member of or otherwise employed by or contracted to the Mine Health and Safety Council or had or has any contractual relationships of any kind with the Mine Health and Safety Council.

If any of the above boxes are marked, disclose the following:

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

* insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

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

☐ a member of any municipal council

☐ a member of any provincial legislature

☐ a member of the National Assembly or the National Council of Province

☐ a member of the board of directors of any municipal entity

☐ an official of any municipality or municipal entity

☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)

☐ a member of an accounting authority of any national or provincial public entity

☐ an employee of Parliament or a provincial legislature

☐ an employee, director or board member of or otherwise employed by or contracted to the Mine Health and Safety Council or had or has any contractual relationships of any kind with the Mine Health and Safety Council.

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

*insert separate page if necessary

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

i)

Authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii)

Confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii)

Confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv)

Confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

iv)

Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Name	Position	Signed

Name of Tenderer	Date

Contractor

Witness for Contractor

Employer

Witness for Employer

A10. ID COPIES FOR MEMBERS

Tenderers shall attach hereto certified copies of the identity documents of the company director(s).

NAME

SIGNATURE

DATE

Contractor

Witness for
Contractor

Employer

Witness for
Employer

B1. BIDDERS DISCLOSURE



STANDARD BIDDING DOCUMENTS

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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

Contractor

Witness for
Contractor

Employer

Witness for
Employer

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.

2.2

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

Contractor

Witness for Contractor

Employer

Witness for Employer

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS

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

Contractor

Witness for
Contractor

Employer

Witness for
Employer

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 for Contractor

Employer

Witness for Employer

B2. TAX COMPLIANCE VERIFICATION PIN

The tenderer shall attach hereto a valid Tax Clearance PIN Number from the South African Revenue Service (SARS).

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or a valid Tax Clearance PIN Number.

NAME

SIGNATURE

DATE

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

B3. PROOF OF CENTRAL SUPPLIER DATABASE REGISTRATION

The tenderer must attach hereto the Central Supplier Database (CSD) registration detailed report valid a month before the closing date of the tender.

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

I accept that the state may act against me should this declaration prove to be false.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

NAME

SIGNATURE

DATE

Contractor

Witness for Contractor

Employer

Witness for Employer

C1. SPECIFIC GOALS

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

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

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

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

Contractor

Witness for
Contractor

Employer

Witness for
Employer

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

Contractor

Witness for
Contractor

Employer

Witness for
Employer

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

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

or

$$Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps

=

Points scored for price of tender under consideration
- Pt

=

Price of tender under consideration
- Pmax

=

Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1.

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2.

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

(a)

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

(b)

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

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

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

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

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

Contractor

Witness for Contractor

Employer

Witness for Employer

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black people	2	
Black people who are Youth	6	
Women	4	
Historically disadvantaged individuals/industries	2	
People with disabilities	2	
Enterprise located in specific provinces, districts, towns, townships, villages or rural areas	2	
Small, medium and micro enterprises (SMME's)	2	
TOTAL	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the

Contractor

Witness for
Contractor

Employer

Witness for
Employer

conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:.....

DATE:

ADDRESS:

.....

.....

.....

.....

Contractor

Witness for Contractor

Employer

Witness for Employer

D1. CIDB CONTRACTOR REGISTRATION CERTIFICATE

1. Attach original or certified copy of CIDB registration certificate to this page.
2. In the case of a joint venture / consortium (excluding consulting engineering partners) parties must each attach original or certified copy of their CIDB registration certificate.

Firm	CRS Number	CIDB Grading	Lead Partner (Indicate with X)
Combined CIDB Grading for Joint Venture / Consortium:			

(Calculator is available at <https://registers.cidb.org.za/common/jvcalc.asp>)

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

D2. PROOF OF REGISTRATION AS A PROFESSIONAL CONSTRUCTION PROJECT MANAGER (PRCPM) WITH THE SOUTH AFRICAN COUNCIL FOR THE PROJECT AND CONSTRUCTION MANAGEMENT PROFESSIONS (SACPCMP).

NAME

SIGNATURE

DATE

E1. COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the employer and the engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

(Tick applicable box)

1. Are your company familiar with the OHSA (ACT 85 of 1993) and its Regulations?	YES	NO
2. Who will prepare your company's Health and Safety Plan? Provide a copy of the person/s curriculum vitae/s or company profile.		
3. Do your company have a health and safety policy? If YES provide a copy.	YES	NO
4. How is this policy communicated to your employees? Provide supporting documentation.	YES	NO
5. Do your company keep record of safety aspects of each site where work is performed? If YES what records are kept?	YES	NO
6. Do your company conduct monthly safety meetings? If YES , who is the chairperson of the meeting, and attend these meetings?	YES	NO
7. Do your company have a safety officer in its employment, responsible for overall safety of your company? If YES , explain his duties and provide a copy of his CV	YES	NO
8. Do your company have trained first aid employees? If YES , indicate who.	YES	NO
9. Do your company have a safety induction training programme in place? If YES , provide a copy.	YES	NO
10. Does your company conduct medical surveillance for its employees?	YES	NO

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date:

E2. STATUS OF CONCERN SUBMITTING TENDER

1. General

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner, a joint venture/consortium or a co-operative

Public Company

Private Company

Closed Corporation

Partnership

Sole Proprietary

Joint Venture / Consortium

Co-operative

(Mark the appropriate option)

2. Information to be provided

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	<u>Closed Corporation</u> , incorporated under the Close Corporation Act, 1984, Act 69 of 1984	CIPRO CK1 or CK2 (Certified copies of the founding statement) and list of members
2	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 53 (b))	Certified copies of: a) CIPRO CM 1 - Certificate of Incorporation b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers c) Shareholders Certificates of all Members of the Company, plus a signed statement of the Company's Auditor, certifying each Member's ownership/shareholding percentage relative to the total.
3	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, <u>shares</u> are held by another Closed Corporation or company with, or without, share capital.	Certified copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies
4	<u>Public Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 21)	A signed statement of the Company's Secretary confirming that the Company is a public Company.
5	<u>Sole Proprietary</u> or a <u>Partnership</u>	Certified copy of the Identity Document of: a) such Sole Proprietary, or b) Each of the Partners in the Partnership

If the Tendering Entity is a:		Documentation to be submitted with the tender
		Certified copy of the Partnership agreement.
6	<u>Co-operative</u>	CIPRO CR2 - Certified copies of Company registration document.
7	<u>Joint Venture / Consortium</u>	All the documents (as described above) as applicable to each partner in the joint venture / consortium as well as a certified copy of the joint venture / consortium agreement.

Note:

1. If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court wherein trustees have been duly appointed and authorised
2. Include a certified copy of the Certificate of Change of Name (CM9) if applicable.

3. Registered for VAT proposes in terms of the Value-Added Tax Act (89 of 1991)

Yes

No

(Make an X in the appropriate space)

REGISTRATION NO: _____

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

I accept that the state may act against me should this declaration prove to be false.

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

E3. CLASSIFICATION OF BUSINESS

1. The Small Businesses are defined in the National Small Business Act, 1996 (Act 102 of 1996).

2. Information furnished with regard to the classification of Small businesses

(b.) Indicate whether the company/entity is defined as a small, medium or micro enterprise by the National Small Business Act.

YES	NO
-----	----

(Tick appropriate box)

(c.) If the response to 2.(a.) is **YES**, the following must be completed:

i. Sector/sub-sector in accordance with the Standard Industrial classification:

ii. Size or class:

iii. Total full-time equivalent of paid employees:

iv. Total annual turnover:

v. Total gross asset value (fixed property excluded):

(A schedule indicating the different sectors is attached to this form.)

(d.) The tenderer should substantiate the information provided by submitting the following documentation:

i. A letter from the tenderer's auditor or an affidavit from the South African Police Services confirming the correctness of the abovementioned information,

ii. Company profile indicating the tenderer's staff compliment, and

iii. 3 year financial statement or since their establishment if established during the past 3 years.

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

I accept that the state may act against me should this declaration prove to be false.

Person authorized to sign the
tender:

Full name (in BLOCK letters):

Signature:

Date:

E4. LETTER OF INTENT TO PROVIDE A PERFORMANCE BOND

It is hereby agreed that a Performance Bond drafted **exactly** as set out in the attached examples (See Section C1.3: Form of Guarantee) will be provided by the Surety named below:

Name of Surety (Bank or Insurer)

Address:

Signed:

Name:

Capacity:

On behalf of Tenderer (name of tenderer)

Date:

CONFIRMED BY Surety's Authorised representative

Signature(s):

Name (print):

Capacity

On behalf of Surety (Bank or Insurer)

Date:

Note: Refer to the Annexure to **C1.3 Form of Guarantee** for the List of Institutions from who Contract/Deposit Guarantees will be accepted.

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

I accept that the state may act against me should this declaration prove to be false.

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

PART C1: AGREEMENTS AND CONTRACT DATA

THE CONTRACT

C1.1 FORM OF OFFER AND ACCEPTANCE

STAMP

OFFER

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

BID NO: MHSC 008/2024-25 - Appointment of a service provider to provide a turnkey solution for the MHSC for the renovation of the new MHSC building, based on the specified layout and design.

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

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

BILL OF QUANTITIES (The quantities given are only to provide a method to evaluate the bids and are not a reflection of the actual expected quantities as the tender is a **RATE ONLY TENDER** and bidder will be appointed on rates)

THE OFFERED TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX IS

R

(in figures)

(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 including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

FOR AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The Tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange

the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

SCHEDULE OF DEVIATIONS

Notes:

1. 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 conditions of tender;
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here;
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the parties becomes an obligation of the contract shall also be recorded here;
4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the contract.

4.1	Subject:	
	Details:	
4.2	Subject:	
	Details:	
4.3	Subject:	
	Details:	
4.4	Subject:	
	Details:	
4.5	Subject:	
	Details:	

By the duly authorised representatives signing this agreement, the employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation,

clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether, 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 AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today
the _____ (day) of _____ (month) _____ (year) at _____ (place).

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:
(in BLOCK letters)

CAPACITY:
(of authorized agent)

SIGNATURE:
(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1. _____

2. _____

C1.2 CONTRACT DATA

C.1.2.1 CONDITIONS OF CONTRACT

The Conditions of Contract are clauses 1 to 42 of the JBCC Series 2000 Principal Building Agreement (Edition 5.0 of July 2007) published by the Joint Building Contracts Committee, as well as the Data provided by Employer.

Tenderers, contractors and subcontractors may obtain the **JBCC** document 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**, JBCC at **Coachman's Crossing Office Park, Block A Unit 1, 4 Brian Street, Bryanston.**

C1.2.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT

The following variations and additions to the **JBCC building agreement** shall apply to this contract:

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
1.1.1	Definitions	1.1.1.3 Certificate of Completion <i>Unless specified otherwise in the Contract Data, separate Certificates of Completion will not be issued for portions or phases of the Works.</i> 1.1.1.24 Practical Completion <i>This clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.</i> 1.1.1.35 Construction Work Permit <i>Construction Work Permit” means a statutory permit as defined in the Construction Regulations 2014.</i>
1.2.1	Delivery of notices	1.2.1.3 <i>Sent by facsimile, electronic or any like communication irrespective of time of transmission;</i> 1.2.1.4 <i>posted to the Contractor’s address, and delivered by the postal authorities; or</i> 1.2.1.5 <i>delivered by a courier service or messenger, and signed for by the recipient or his representative.</i>
1.2.3	Authority of representatives	1.2.3.1 <i>The Employer has authorised the Delegated MHSC Official to act on his behalf in respect of this Contract, save for such duties or functions:</i> 1.2.3.1.1 <i>which other holders of office ex officio execute on behalf of the Employer; or</i> 1.2.3.1.2 <i>for which the Delegated MHSC Official has no authority and the Employer’s approval is required before execution thereof.</i>
2.4.1	Ambiguity or Discrepancy	<i>The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence, listed from highest to lowest priority:</i> a) <i>Form of Offer and Acceptance</i> b) <i>Contract Data</i> c) <i>JBCC</i> d) <i>Drawings</i> e) <i>Scope of Work</i> f) <i>Standard Specifications</i> g) <i>Bill of Quantities</i> h) <i>any other documents forming part of the Contract</i>

		<i>Upon finding any ambiguity in, or discrepancy between, or otherwise any error in the documents, the Contractor shall forthwith advise the Employer's Agent thereof before applying an interpretation in accordance with the above priority. If, after applying the above priority, an ambiguity in, or discrepancy between, or otherwise any remaining error in the documents remains, the Employer's Agent shall provide the necessary clarification or instruction.</i>
3.2.3	Specific approval of the Employer required	<i>In addition to the functions or duties set out in the Contract Data under Data Provided By The Employer, the Employer's Agent is required to obtain the specific prior approval of the Employer for:</i> <i>3.2.3.1 certification of expenditure that exceeds the Contract Price in terms of Clause 1.1.1.10;</i> <i>3.2.3.2 issuing of an order to suspend the progress of the Works in terms of Clause 5.11.2, the extra cost resulting from which order is to be borne by the Employer or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions;</i> <i>3.2.3.3 issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R100 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11; or</i> <i>3.2.3.4 approval of any claim submitted by the Contractor in terms of Clause 10.1.</i>
4.1.2	Contractor's liability for own design errors	<i>The Contractor shall provide the following to the Employer's Agent for retention by the Employer or his assignee in respect of all works designed by the Contractor:</i> <i>4.1.2.1 A Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</i> <i>4.1.2.2 Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</i> <i>4.1.2.3 Design calculations should the Employer's Agent request a copy thereof.</i> <i>4.1.2.4 Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto.</i> <i>4.1.2.5 "As-Built" drawings in DXF electronic format after completion of the Works.</i>

		<i>The Contractor shall be responsible for the design of the Temporary Works.</i>
4.3	Legal Provisions	4.3.3 Wages and conditions of work: i. For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the Bargaining Council for the Civil Engineering Industry Collective Agreement as published from time to time. ii. The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public works Programs, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice R347, shall apply to the works described in the scope of works as being labour-intensive and which are undertaken by unskilled or semi-skilled workers. 4.3.4 Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37(2) of the Act. The Contractor shall sign the Occupational Health and Safety Agreement for Contract Work in the (Mine Health and Safety Council) included in section C1.5. 4.3.5 The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations. 4.3.6 Contractor's Designer The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract

		4.3.7 Construction Work Permit <i>Unless duly exempted or otherwise duly agreed with the Contractor, the Employer shall forthwith, where a Construction Work Permit in terms of Regulation 3(1) of the Construction Regulations 2014 is required to be obtained by the Employer without derogation from the Employer's duties, the Employer or his duly appointed Construction Health and Safety Agent in terms of Regulation 5(6) or otherwise, upon the Construction Work Permit becoming available, issue it to the Employer's Agent, who, in turn, shall forthwith issue it to the Contractor.</i> <i>Notwithstanding anything stipulated to the contrary in these Conditions, the Contractor shall not be entitled to any claim or extension of time arising from any delay in obtaining a Construction Work Permit which has been duly applied for, unless such delay exceeds 84 consecutive days.</i>
5.3.3	Time to instruct the commencement of the works	<i>Within 7 days after site hand over.</i>
5.6.1	Programme of works	<i>The Contractor shall have regard for the phases and sub-phases (if applicable) for the Works, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Scope of Works and/or will be indicated on the Phasing Plan which forms part of the Drawings.</i>
5.7.1	Rate of progress	<i>No instruction by the Employer's Agent to the Contractor to improve his rate of progress in this regard will qualify for additional compensation, unless the instruction explicitly states that the Contractor is entitled to additional compensation and cites the amount of such compensation or the basis upon which it is to be determined.</i>
5.9.2	Further drawings and instructions	<i>All instructions shall be in writing</i>
5.12	Extension of time for Practical Completion	5.12.5 Critical path provision <i>A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.</i>
		5.12.6 Extension of time due to abnormal rainfall <i>Extension of time due to abnormal rainfall shall be determined by means of Method 1, if rainfall records and/or values derived from rainfall records are supplied in the Scope of Work, otherwise Method 2 shall apply.</i>

		<u>Method 1: Rainfall formula method</u> The rainfall records and/or values derived from rainfall records from a suitable rainfall station near the Site, which are supplied in the Project Specifications, shall be considered suitable for the determination of extension of time due to abnormal rainfall in accordance with this method. Extension of time arising from abnormal rainfall, shall be calculated separately for each calendar month or part thereof for the full period of completion of the Contract, including any extension thereof, in accordance with the rainfall formula given below: $V = (N_w - N_n) + \frac{(R_w - R_n)}{X}$ If V is negative and its absolute value exceeds N_n, then V shall be equal to minus N_n. If V is positive and greater than the number of calendar days in the calendar month under consideration, V shall be taken as equal to the number of calendar days in the relevant calendar month. The symbols shall have the following meaning: V = Extension of time in calendar days in respect of the calendar month under consideration N_w = Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded. R_w = Actual rainfall in mm for the calendar month under consideration. N_n = Average number of days as derived from existing rainfall records, on which a rainfall of Y mm or more has been recorded for the calendar month. Rainfall records and/or the derived values of N_n will be provided in the Specifications. R_n = Average rainfall in mm for the calendar month, as derived from existing rainfall records. Rainfall records and/or the derived values of R_n will be provided in the Project Specifications. X = 20 unless otherwise provided in the Project Specifications Y = 10 unless otherwise provided in the Project Specifications The total extension of time shall be the algebraic sum of the monthly totals for the period under consideration. However, if the grand total is negative the time for completion shall not be reduced on account of abnormal rainfall. Extension of time for parts of a month shall be calculated by pro rata values of N_n and R_n being used. The factor $(N_w - N_n)$ shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm and wet conditions prevented or disrupted work.
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		The factor $\frac{(R_w - R_n)}{X}$ shall be considered to represent a fair allowance for variations from the allowance for variations from the average number of days when wet conditions further to that allowed for the factor $(N_w - N_n)$, prevented or disrupted work during the calendar month. Accurate rain gauging shall be taken at a suitable point on Site and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with. This formula does not take into account further on concurrent delays which could be caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (5.12.5 Critical Path Provision) hereof. <u>Method 2: Expected delay method</u> The Contractor shall make provision in his programme for the execution of the Works, for an expected delay of "n" normal working days (based on a working week of five normal working days) due to normal rainfall, for which he will not receive any extension of time. Unless otherwise provided in the Project Specifications, the value of "n" shall be taken as equal to the tendered time for completion of the Works in months, rounded off to an integer. Extension of time during normal working days will be granted to the degree to which actual delays as determined in accordance with Sub-Clause (5.12.5 Critical Path Provision) hereof, exceed the number of "n" normal working days. The value of "n" does not take into account further or concurrent delays which are caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (5.12.5 Critical Path Provision) hereof.
5.17	Penalty for noncompliance	5.17.1 Faulty Workmanship or Materials This section also covers the removal of existing road studs, and the supply and fixing of road studs as ordered by the Employer's Agent. The contractor shall ensure not to repaint or paint new traffic markings not in compliance with Legislation or as specified by the Employer's Agent on the drawings. A fixed penalty of R5 000,00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of this specification. 5.17.2 Road Markings; On all newly constructed traffic calming measures are to be painted on the day of construction and before nightfall. A non-performance penalty of R5 000,00 per day per measure will be applicable

		5.17.3 All Traffic Accommodation measures; <i>As per SARTSM Vol. 2 Chapter 13 .must be adhere to for all measures during construction. A non-compliance penalty of R5 000,00 per day per measure will be applicable. All work to be stopped immediately until all remedial measures are in place in accordance with specification.</i>
6.1	Payment to Contractor	6.1.2 <i>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way of his obligations either in contract or in delict.</i>
		6.1.3 <i>The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the Contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the employer. The Contractors invoices shall not be paid until all pending labour information has been submitted.</i>
		6.1.4 <i>The Contractor shall be paid in line with the currency of the Republic of South Africa only at the Office of the Chief Financial Officer of the MHSC, unless otherwise stated in the Data provided by Employer.</i>
6.2	Security	6.2.4 <i>As an alternative to a performance guarantee, the Contractor may deposit with the Employer a cash amount in a sum equal to the amount stated in the Data provided by Employer. All the provisions in respect of the guarantee apply mutatis mutandis to the cash deposit accept that the amount deposited will be repaid to the Contractor within 30 (thirty) days after the issue of the Certificate or Certificates of Completion in respect of the whole of the permanent works.</i>
8.6	Insurances	8.6 Insurances
		8.6.1 <i>Without limiting the Contractor's/Sub-contractor's obligation in terms of the Contract, the Employer will effect and maintain for the duration of the Contract until the issuing of the Final Approval Certificate, the following insurances in the name of the Contractor (including all Subcontractors whether nominated or otherwise):</i> 8.6.1.1 <i>The Employer's insurer will indemnify the Contractor/Sub-contractor against physical loss of or damage to any part of the Property Insured not exceeding the maximum contract value or the final contract value estimated at inception including free issue materials were applicable as stated in the Contract Data:</i> a. <i>Whilst in transit including loading and unloading whilst temporarily stored at any premises and route to or from the Contract Site within the Territorial Limits;</i> b. <i>From the time of unloading, dismantling or preparation at the Contract Site and thereafter until the Property Insured has been officially accepted by the Employer and becomes his responsibility by means of a notice of</i>

		completion certificate or similar evidence of legal transfer of risk; c. During the contractual defects liability or Maintenance Period which shall not exceed the period reflected in the Schedule but only so far as the Contractors and/or Sub-Contractors may be liable for such loss or damage under the defects liability or maintenance condition/s of the Insured Contract; d. Removal of debris; e. Surrounding property f. Work away; g. Off-site storage h. Temporary repairs; i. Contribution clause – marine; j. Escalation during Contract Period; k. Post loss escalation; l. Automatic reinstatement; m. Principals maintenance; n. Property taken over; o. Beneficial occupation; p. Escalation due to currency fluctuation; q. Manufacturers guarantees 8.6.1.2 The Employer's insurer will indemnify the Contractor/Sub-contractor against all sums for which the Contractor/Sub-contractor shall become legally liable towards third party claimants to pay for and in consequence of: a. Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Subcontractor); b. Accidental physical loss or damage to tangible property occurring during the Period of Insurance and arising out of or in connection with the performance of the Insured Contract at the Contract Site as defined in the Schedule. The minimum limit of indemnity for any one event is R10-million in respect of contracts with a contract value of up to R50-million (excluding VAT). 8.6.2 Insurance premium payable The Employer will pay the insurance premium for the works damage and public liability insurance cover. The insurance premium will be calculated based on the approved Capital Budget per financial year and the insurance premium will be charged out to the relevant departments by the Section: Insurance and Risk Management. 8.6.3 Additional insurance by the Employer The Employer shall be free to effect at his own cost any additional insurance, which he deems necessary in own interest to cover loss or damage not insured in terms of the insurance policies of Sub-Clause 8.6.1.1 of this Clause. 8.6.4 Additional insurance by the Contractor / Subcontractor The Contractor and Sub-contractor shall be free to effect and maintain at their own cost any additional insurance which the Contractor/Subcontractor deem necessary to cover damage,
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		<i>loss or injury not insured in terms of the insurance effected by the Employer's insurer. The cost of the additional insurance will be for the account of the Contractor/Subcontractor.</i> 8.6.5 Contractor satisfied with insurance <i>The submission of a tender shall be construed as acknowledgement by the Contractor that he is satisfied with the insurance cover effected by the Employer.</i> 8.6.6 Contractor to observe conditions <i>The Contractor shall give all notices and observe all conditions and requirements imposed by the relevant insurance policies, which shall be binding on the Contractor.</i> 8.6.7 Contractor to insure <i>The Contractor/Sub-contractor must obtain for the duration of the contract until the issuing of the Final Approval Certificate, the following insurance policies at an insurance company within 7 (Seven) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Employer's Agent, 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid:</i> <i>All Risk Insurance cover with regard to all Plant and Materials and Equipment, owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i> <i>Motor Vehicle and Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract to the amount of at least R10-million per claim with the number of claims unlimited.</i> <i>SASRIA cover for motor vehicles and Plant and Materials and Equipment owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i> <i>In respect of Plant and Materials and Equipment and Motor Vehicles brought onto the Site by or on behalf of Subcontractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Subcontractors have similarly insured such Plant and Materials and Equipment and Motor Vehicles.</i> <i>Proof must also be submitted that the Contractor complies with the conditions of the following legislation:</i> <i>- Compensation for Occupational Injuries and disease, 1993</i> <i>- Unemployment Insurance Act, 1996</i> <i>- The Contractor shall in respect of the Site of the contract works appoint in writing a Section 16 appointee to meet the requirements of the Health and Safety Act, No 85 of 1993 as amended.</i>
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		8.6.8 <i>The Employer's Agent involved must furnish the required insurance documentation 30 (thirty) days before the inception of the contract to the Section: Insurance and Risk Management.</i> 8.6.9 <i>Reporting of incidents</i> <i>In the event of an occurrence, which is likely to give rise to a claim under the insurance policy affected by the Employer, the Contractor / Subcontractors and Employer's Agent will adhere to the following procedures:</i> a. <i>In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employer's Agent of every occurrence within 48 (forty-eight) hours giving the circumstances, nature and an estimate of the loss or damage.</i> b. <i>The Employer's Agent will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Employer's Agent more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Director motivating the reason(s) for the late reporting of the incident, but the Employer's Agent must take note the Insurer might repudiate the loss if it is found that the insurers rights have been compromised as a result of the late reporting.</i> c. <i>The following documentation must be included with the claim documentation:</i> - <i>Photos of damages caused or suffered as proof or substantiation of the claims.</i> d. <i>In the event of Insured Property being damaged during the Contract Works beyond economical repair, the property must be safeguarded and be handed over to the Employer's insurer for salvage.</i> e. <i>The Section: Insurance and Risk Management will inform the Employer's insurer of the incident. The Contractor/Subcontractor shall afford all reasonable access to the Site to the Employer, the Employer's Agent, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.</i> 8.6.10 <i>Reporting of catastrophic incidents</i> <i>In the event of an occurrence, which is likely to give rise to a claim, under the insurance policy effected by the Employer, with an estimated loss or damage of more than R250 000,00, the Contractor and the Employer's Agent will adhere to the following procedures:</i> a. <i>In addition to any statutory obligations and/or requirements contained in the General Conditions of</i>
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		Contract, the Contractor shall notify the Employer and the Employer's Agent of every occurrence within 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage. b. The Employer's Agent must notify the Section: Insurance and Risk Management on the same day that the Contractor/Sub-contractor has notified the Employer's Agent of the incident. c. The Section: Insurance and Risk Management will notify the Employer's insurer of the incident. The Contractor/Sub-contractor shall afford all reasonable access to the Site to the Employer, the Employer's Agent, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage. d. The Employer's Agent will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Employer's Agent more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Officer motivating the reason(s) for the late reporting of the incident. Should the relevant claim documentation not be submitted within 30 (thirty) days, the claim will be repudiated. 8.6.11 Reporting of crime related incidents All crime related incidents, losses or shortages irrespective of the value, must be reported within 24 (twenty-four) hours by the person who was involved or who has discovered the incident to the nearest South African Police Services (SAPS) station. The name of the Police Station, Investigation Officer and the Case number must be obtained and stated on the Contractor Claim Form. Should the incident not be reported to the SAPS, the claim will be repudiated. 8.6.12 Claim documentation The Employer's Agent must obtain all relevant information from the Contractor/Sub-contractor and complete the Contractor Claim Form, included in this report as Annexure B that is available on the Intranet. The project number must be stated on the Contractor Claim Form. The Employer's Agent must submit with the Contractor Claim Form a detailed cost sheet indicating the estimate of the loss or damage. Any misrepresentation, misdescription or non-disclosure of material facts, at the option of the insurers, can result in claims submitted being declared null and void. 8.6.13 Authorization of claim forms It is imperative that a formally delegated official or his nominee of the Employer should authorize the Contractor Claim forms as proof of the appropriate authorization, verification and
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		approval of claims submitted. The Divisional Head must provide an authorization letter to the Section: Insurance and Risk Management stating the names and the specimen signatures of the delegated official or his nominee within 30 (thirty) days from approval of this report by Council. Should the delegated official or his nominee not sign the relevant claim form, the claim will be repudiated as this may lead to inappropriate independent verification of the validity of claims, thereby increasing the risk of insurance fraud and consequent reputation damage to the Employer. 8.6.14 Contractor to pay deductibles Any claim in terms of the insurance affected by the Employer shall be subject to the Contractor being responsible for the payment of the amount stated in the Annexure to the Policies as being the deductible (first amount payable or Excess) as defined in the Certificate of Insurance issued by the Employer's insurer in terms of the Policy. 8.6.15 Settlement of claims All incidents reported to the Section: Insurance and Risk Management in respect of an occurrence, which is likely to give rise to a claim will be forwarded to the Employer's insurer who will take the necessary actions for the settlement of any such claims. The Contractor <u>shall negotiate</u> for the settlement of claims with the Employer or the Employer's insurer through the Section: Insurance and Risk Management. The Employer's Chief Financial Officer will authorize all settlements of claims. Should action for the settlement of any such claim to the satisfaction of the Employer's Agent not be taken by the Contractor/sub-contractor within 30 (thirty) days after receipt of such claim by the Contractor/sub-contractor, the Employer or the Employer's insurer may settle any such claim, after giving the Contractor notice of its intention to do so; provided that no such claim shall be settled by the Employer or the Employer's insurer without first consulting the Contractor/sub-contractor. The foregoing provisions of this Sub-Clause shall apply mutatis mutandis to any such claim received by the Contractor directly.
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C1.2.3 DATA PROVIDED BY THE EMPLOYER

CLAUSE/OPTION		DATA
1.1.1.1 3	The Defects Liability period is:	12 (twelve) months from the date of the Certificate of Completion.
1.1.1.1 4	The time for achieving Practical Completion is:	Will be specified with each work order.
1.1.1.1 5	The name of the Employer is:	Mine Health and Safety Council
1.1.1.2 6	The Pricing Strategy is:	Re-measurement Contract

CLAUSE/OPTION		DATA	
1.2.1.2	The address of the Employer is:	Physical Address:	Western Office Park 145 Western Service Road B7 Maple Place Woodmead 2191
		Postal Address:	Western Office Park 145 Western Service Road B7 Maple Place Woodmead 2191
1.1.1.1 6	The name of the Employer's Agent is:		
1.2.1.2	The address of the Employer's Agent is:	Physical Address:	
		Postal Address:	
		E-Mail Address:	
3.1.3		- The Employer's Agent is required to obtain approval of the Employer: - for expenditure on the Contract to exceed the Contract Price; - prior to the execution of any of the following duties of functions:	
		CLAUSE	DUTY/FUNCTION
		3.2.1	Nomination of person as Employer's Agent's Representative
		3.3.4	Authorization to Employer's Agent's Representative or any other person
		4.10.1	Approval to use the Site for any other purpose such as housing
		5.3.1	Delivery of the written notice to commence the execution of the works
		5.6.3	Approval of programme of construction
		5.7.2	Permission to carry out work by day and by night
		5.8.1.1	Approval to work on special non-working days and between sunset and sunrise
		5.9.7	Approval of Contractor's designs
		5.11	Suspension of progress of the Works
		5.13.2	Reduction of penalty for delay
		5.14.2	The issue of a Certificate of Practical Completion
		5.14.4	The issue of a Certificate of Completion
		5.16.1	The issue of a Final Approval Certificate

CLAUSE/OPTION		DATA	
		6.3.1	Variation Orders in respect of variations which are not small
		6.6	Instruction to expend on Provisional and Prime Cost Sums
		6.11	Adjustment of Preliminary and General allowances
		7.8.1	Order to execute work of repair, etc. during the Defects Liability Period
		7.8.2	Determination of value of repair work
		8.2.2.2	Order to repair and make good damage arising from any excepted risk
5.3.1	The documentation required before commencement with Works execution are:	• Health and Safety Plan (Refer to Clause 4.3) • Initial programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Proof that all contributions required in terms of the provisions of the Workman's Compensation Act (Act no 30 of 1941) as amended in 1993, 2002 have been paid (Refer to Cause 4.3.2) • A certified copy of Unemployment Insurance Certificate, Act of 1996 (Refer to Clause 4.3.2)	
5.3.2	The time to submit the documentation required from the Commencement Date is:	7 days	
5.8.1	The non-working days are:	None	
	The special non-working days are:	• Annual builders holiday • Statutory public holidays • Sundays • Night shift	
5.13.1	The penalty for delay	The penalty will be R5 000,00/day.	
5.14.1	Requirements for achieving Practical Completion	All work for each work package must be completed before practical completion can be issued. This will include all site cleaning.	
5.16.3	The latent defect period is:	12 (twelve) Months	
5.17.1	The Penalty for non-compliance for Faulty Workmanship or Materials	The penalty will be R5 000,00/measure	
5.17.2	The Penalty for non-compliance for Road Markings	N/A	
5.17.3	The Penalty for non-compliance for Traffic Accommodation measures	N/A	
6.1.3	Labour returns:	Labour returns will be submitted monthly.	
6.2.1	Type of security for due performance:	• Fixed Performance Guarantee from approved financial institution or Cash Deposit. • The forms for the Guarantees is to contain the wording of the pro forma document included as C1.3 or C1.4 contained herein.	
	Liability of performance guarantee/cash deposit	The liability of the guarantee shall be for R300,000.00.	

CLAUSE/OPTION		DATA																		
6.2.2	Retention money guarantee	Not permitted																		
6.8.2	Adjustment in rates and/or prices	- The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: <table border="1"> <thead> <tr> <th>Coefficient</th><th>Description</th><th>Value</th></tr> </thead> <tbody> <tr> <td><i>x</i></td><td>Portion not subject to adjustment</td><td>0.10</td></tr> <tr> <td><i>a</i></td><td>Labour</td><td>0.21</td></tr> <tr> <td><i>b</i></td><td>Civil Engineering Plant</td><td>0.27</td></tr> <tr> <td><i>c</i></td><td>Civil Engineering Materials</td><td>0.42</td></tr> <tr> <td><i>d</i></td><td>Fuel</td><td>0.10</td></tr> </tbody> </table> (Coefficients a, b, c and d must sum to one) - The area nearest the Site is Rivonia - The base month is <u>the month and year prior to the closing of the tender.</u>	Coefficient	Description	Value	<i>x</i>	Portion not subject to adjustment	0.10	<i>a</i>	Labour	0.21	<i>b</i>	Civil Engineering Plant	0.27	<i>c</i>	Civil Engineering Materials	0.42	<i>d</i>	Fuel	0.10
Coefficient	Description	Value																		
<i>x</i>	Portion not subject to adjustment	0.10																		
<i>a</i>	Labour	0.21																		
<i>b</i>	Civil Engineering Plant	0.27																		
<i>c</i>	Civil Engineering Materials	0.42																		
<i>d</i>	Fuel	0.10																		
6.8.3	Price adjustment for variations in the cost of special materials	Allowed																		
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is:	80% (Eighty percent)																		
6.10.3	Percentage retention is:	10% (ten percent) of value of works, excluding contingencies and VAT																		
	The limit of retention money is:	None																		
8.6	Insurance of the Works and Public Liability Insurance	The Employer shall arrange this insurance. A copy of the policy and the list of excesses may be obtained from:																		
	The value of plant and materials supplied by the Employer to be included in the insurance sum is:	R 0 (zero)																		
	Responsibility for payment of deductibles in respect of Insurance of Works as well as Public Liability Insurance:	Deductibles are the responsibility of the Contractor																		
	Construction Plant:	Contractor to insure. Policy to be approved by Employer																		
10.5	Determination of disputes	Ad-hoc Adjudication Board																		
10.5.3	Number of Adjudication Board members to be appointed:	One																		
10.6	Disagreement with Adjudication Board's decision, refer matters to:	Court proceedings																		

C1.2.4 DATA PROVIDED BY THE CONTRACTOR

CLAUSE/OPTION		DATA		
1.1.1.9	The name of the Contractor is:			
1.2.1.2	The address of the Contract is:	• Physical Address:		
		• Postal Address:		
		• Fax to E-Mail:		
		• E-Mail Address:		
6.2.1	The security to be provided by the Contractor shall be one of the following:	Type of Security	Contractor's choice (Indicate "Yes" or "No")	
		Performance guarantee R300 000.00 (Three Hundred Thousand Rand)		
		Cash deposit R300 000.00 (Three Hundred Thousand Rand)		
6.5.1.2.3	The percentage allowance to cover profits and overhead charges for dayworks is:	_____ %. (Maximum of 15% will be allowed) <i>(In the case of the Contractor not providing a percentage the percentage as per the General Conditions of Contract will prevail)</i>		
6.8.3	Price adjustments for variations in the cost of special materials	The variation in cost of special materials is:		
		Type of material	Unit	Base Rate or Price

C1.3 PERFORMANCE GUARANTEE

For use with the JBCC

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means: **State Guarantor legal name**

Physical address: **State physical address**

Employer means: **Mine Health and Safety Council**

Contractor means: **State Contractor's legal name**

Employers Agent means: **Mine Health and Safety Council**

Works mean: **Appointment of a service provider to provide a turnkey solution for the MHSC for the renovation of the new MHSC building, based on the specified layout and design. (MHSC 008/2024-25)**

Site means: **Section 8, Tuscany Office Park, Rivonia**

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

Contract Sum means **The accepted amount inclusive of tax of *R..***

Amount in words: **State amount in words**

Guaranteed Sum means: **The maximum aggregate amount of *R..***

Amount in words: **State amount in words**

Type of Performance **Fixed**

Guarantee:

Expiry Date means: ***Date* or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the *Expiry Date* as indicated here**

Contractor

Witness for
Contractor

Employer

Witness for
Employer

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the *Works* as defined in the *Contract*.

1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the *Guarantor's* liability shall be limited during the following periods to diminishing amount of the *Guaranteed Sum* as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the *Contract Sum*:

R ...

(Amount in words:)

1.1.2 From the day following the day of the said interim payment certificate up to and including the *Expiry Date*, or the date of the issue by the *Employer's Agent* of the Certificate of Completion of the *Works*, whichever occurs first:

R ...

(Amount in words:)

1.2 The *Employer's Agent* and/or the *Employer* shall advise the *Guarantor* in writing of the date on which the interim certificate certifying, for the first time, more than 50% of the *Contract Sum*, has been issued and the date on which the Certificate of Completion of the *Works* has been issued.

2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the *Guarantor's* liability shall be limited to the *Guaranteed Sum*.

2.2 The *Guarantor's* period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the *Expiry Date*, or the date of issue by the *Employer's Agent* of the Certificate of Completion of the *Works*, or the date of payment in full of the *Guaranteed Sum*, whichever occurs first.

2.3 The *Employer's Agent* and/or the *Employer* shall advise the *Guarantor* in writing of the date on which the Certificate of Completion of the *Works* has been issued.

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The *Guarantor* hereby acknowledges that:

Contractor

Witness for
Contractor

Employer

Witness for
Employer

- 3.1.1 Any reference in this Performance Guarantee to the *Contract* is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
- 3.1.2 Its obligation under this Performance Guarantee is restricted to payment of the money.
- 3.2 Subject to the *Guarantor's* maximum liability referred to in 1.1 or 2.1, the *Guarantor* hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
- 3.2.1 A copy of a first written demand issued by the *Employer* to the *Contractor* stating that payment of a sum certified by the *Employer's Agent* in an Interim or Final Payment Certificate has not been made in terms of the *Contract* and failing such payment within in seven (7) calendar days, the Employer intends to call upon the *Guarantor* to make payment in terms of 3.2.2;
- 3.2.2 A first written demand issued by the *Employer* to the *Guarantor* at the *Guarantor's* physical address with a copy to the *Contractor* stating that a period of seven (7) days has elapsed since the first written demand in terms 3.2.1 and the sum certified has not been paid;
- 3.2.3 A copy of the aforesaid payment certificate which entitle the *Employer* to receive payment in terms of the *Contract* of the sum certified in 3.2.
- 3.3 Subject to the *Guarantor's* maximum liability referred to in 1.1 or 2.1, the *Guarantor* undertakes to pay to the *Employer* the *Guaranteed Sum* or the full outstanding balance upon receipt of a first written demand from the *Employer* to the *Guarantor* at the *Guarantor's* physical address calling up this Performance Guarantee, such demand stating that:
- 3.3.1 the *Contract* has been terminated due to the *Contractor's* default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the *Contractor* and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provision/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the *Guarantor* in terms of 3.2 and 3.3 shall not exceed the *Guarantor's* maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the *Guarantor* has made payment in terms of 3.3, the *Employer* shall upon the date of issue of the Final Payment Certificate submit an expense account to the *Guarantor* showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the *Guarantor* any resulting surplus. All monies refunded to the *Guarantor* in terms of this

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Performance Guarantee shall bear interest at the prime overdraft rate of the *Employer's* bank compounded monthly and calculated from the date payment was made by the *Guarantor* to the *Employer* until the date of refund.

- 3.6 Payment by the *Guarantor* in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the *Guarantor*.
- 3.7 Payment by the *Guarantor* in terms of 3.3 will only be made against the return of the original Performance Guarantee by the *Employer*.
- 3.8 The *Employer* shall have the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* may deem fit and the *Guarantor* shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the *Guarantor*.
- 3.9 The *Guarantor* chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the *Guarantor*. The original of this Guarantee shall be returned to the *Guarantor* after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the *Guarantor* hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)



Contractor



Witness for
Contractor



Employer



Witness for
Employer

Capacity

Witness signatory (1)

Witness signatory (2)

Contractor

Witness for Contractor

Employer

Witness for Employer

ANNEXURE

List of institutions from which contract /deposit guarantees can be accepted. Other accredited institutions might be considered, subject to the approval of the (Mine Health and Safety Council)

1. ABSA Bank
2. Credit Agricole Indosuez (South Africa Branch)
3. Development Bank of South Africa
4. FirstRand Bank
5. ING Bank N.V. (South Africa Branch)
6. Investec Bank
7. Landbank
8. National Housing Finance Co.
9. Nedcor Bank
10. South African Reserve Bank
11. Standard Bank
12. AIG South Africa
13. Credit Guarantee Insurance Co
14. Emerald Insurance Company
15. Federated Employers Mutual Assurance Co
16. Global Insurance Company
17. Guardrisk Insurance Company
18. Hannover Re:
19. Home Loan Guarantee Company
20. Lion of Africa Insurance Company
21. Metropolitan Life
22. Metropolitan Odyssey Ltd
23. MUA Insurance
24. Mutual & Federal Insurance Company
25. Rand Mutual Assurance Company
26. Regent Insurance Company
27. SA Eagle Insurance Company
28. Lombard Insurance.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

C1.4 CASH DEPOSIT GUARANTEE

Contract:

Description of Contract:

Employer:

Contractor:

I/We, the undersigned, deposit herewith ¹cash / a bank certified cheque, in the amount of

as surety for the due performance of the Contract by the abovementioned Contractor, and for all losses, damages and expenses that may be suffered or incurred by the Employer as a result of non-performance of the Contract by the Contractor.

The amount thus deposited shall at the sole discretion of the above Employer be utilised and appropriated in the manner it deems fit which shall include but not be limited to the set off of claims upon occurrence of any one or more of the following events:

- (a) the Contractor being placed under provisional liquidation or committing any one or more of the acts of insolvency as provided for in the Insolvency Act, 1936 (Act 24 of 1936);
- (b) failure to comply with the conditions of the contract by the contractor; or
- (c) if the contract is terminated.

A letter received from the Employer stating that any one or more of the aforementioned has occurred shall be sufficient notice to effect appropriation of such deposit. A certificate under the hand of the Employer's Agent as defined under the contract described above reflecting the amount of damages shall for all purposes be deemed to be sufficient to proof to do a set off of claims

The deposit shall, subject to the above, be returned to the Contractor on the issue of the Completion Certificate in terms of the Contract, unless the Employer has utilised and / or appropriated the monies as provided for above.

¹

Contractor

Witness for
Contractor

Employer

Witness for
Employer

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:
(in BLOCK letters) _____

CAPACITY:
(of authorized agent) _____

SIGNATURE:
(of authorized agent) _____

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and
signature)

1. _____
2. _____

Contractor

Witness for
Contractor

Employer

Witness for
Employer

C1.5 HEALTH AND SAFETY AGREEMENT

**Article of Agreement in terms of Section 37(2) of the Occupational Safety Act, 1993
between**

(....)

(Hereinafter referred to as the "EMPLOYER")

AND

Herein represented by _____ in his/her capacity as _____
duly authorised by virtue of a resolution dated _____, attached hereto
Annexure A, of the said _____
(herein after referred to as the "CONTRACTOR")

WHEREAS the CONTRACTOR is the mandatory of the EMPLOYER as contemplated in an
agreement in respect of

***Appointment of a service provider to provide a turnkey solution for the MHSC for the
renovation of the new MHSC building, based on the specified layout and design. (MHSC
008/2024-25)***

AND WHEREAS section 37 of the Occupational Health and Safety act, 1993 (Act 85 of 1993),
hereinafter referred to as the "ACT"), imposes certain powers and duties upon the EMPLOYER.

AND WHEREAS the parties have agreed to enter into an agreement in terms of section 37(2) of
the ACT.

NOW THEREFORE the parties agree as follows:

Contractor

Witness for
Contractor

Employer

Witness for
Employer

- (a) The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
- (b) The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with. Provided that should the EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
- (c) The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.
- (d) The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with the undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate records held by the CONTRACTOR or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
- (e) The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be

Contractor

Witness for
Contractor

Employer

Witness for
Employer

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:
(in BLOCK letters) _____

CAPACITY:
(of authorized agent) _____

SIGNATURE:
(of authorized agent) _____

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1. _____

2. _____

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:
(in BLOCK letters) _____

CAPACITY:
(of authorized agent) _____

SIGNATURE:
(of authorized agent) _____

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1. _____

2. _____

Contractor

Witness for Contractor

Employer

Witness for Employer

C1.6 APPLICATION FOR A PERMIT TO DEPARTMENT OF LABOUR TO DO CONSTRUCTION WORK

Annexure 1

**Occupational Health and Safety Act, 1993
(Regulation 3(2) of the Construction Regulations, 2014)**

APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK

This application must be submitted with the following documents:

- a) Health and Safety specification
- b) Health and Safety plan
- c) Baseline risk assessment.

1. Name, postal address and telephone numbers of the client

2. Details of the agent

(a) Title, Surname and initials:

(b) Identity number / Passport number:

(c) Registration number with SACPCMP:

(d) Office Tel. Number and/or Mobile number:

(e) Postal address:

3. Name, postal address and telephone numbers of the principal contractor

4. Name, postal address and telephone numbers of the designer of the project

Contractor

Witness for
Contractor

Employer

Witness for
Employer

5. Name, Postal address and telephone numbers of the following persons

(a) Construction Manager:

Construction Health and Safety

(b) Officer

Construction Health and Safety

(c) Officer

6. Exact physical address of the construction and site office

7. Nature of construction work

8. Expected commencement date

9. Expected completion date

10. Estimated maximum number of persons on the construction site:

11. Planned number of contractors on the construction site accountable to the principal contractor:

12 Names(s) of contractors appointed

Contractor

Witness for Contractor

Employer

Witness for Employer

18. Signature of Client / Client’s Agent

19. Signature of the Principal Contractor

FOR OFFICE USE ONLY					
Authorization / Unique No.		LABOUR CENTRE		OFFICE APPROVAL STAMP	
Date of application:					
Submitted documents prescribed in Construction Regulation 5(4). (Please tick ✓)					
CR 5(1)(a)		CR 5(1)(b)		CR 5(1); (C-S)	
15. Result of the application. (Please tick ✓)		Approved		Declined	
16. Reason for declining the application					
17 Signature of the Supervisor:					

Contractor

Witness for Contractor

Employer

Witness for Employer

Signature of revoking officer / 18 inspector:	
--	--

C1.7 ADJUDICATOR’S AGREEMENT

This agreement is made on the _____ day of _____ between:

_____ (name of company / organisation)

of _____

_____ (address) and _____ (name of company / organisation)

of _____

_____ (address) (the Parties) and _____ (name of Adjudicator)

of _____

Contractor	Witness for Contractor	Employer	Witness for Employer
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_____ (address) (the Adjudicator).

Disputes or differences may arise/have arisen¹ between the Parties under a Contract dated _____ and known as _____

and these disputes or differences shall be/have been² referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by:

Name:

who warrants that he / she is
duly authorised to sign for and

SIGNED by:

Name:

who warrants that he / she is
duly authorised to sign for and

SIGNED by:

Name:

the Adjudicator in the presence
of

Contractor

Witness for
Contractor

Employer

Witness for
Employer

on behalf of the first Party in the presence of		behalf of the second Party in the presence of	
Witness		Witness:	
Name:		Name	
Address:		Address:	
Date:		Date:	

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R _____ in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R _____. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not ¹ currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

Contractor	Witness for Contractor	Employer	Witness for Employer
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PART C2: PRICING DATA AND BILL OF QUANTITIES

C2.1 PRICING INSTRUCTIONS

1. General

- 1.1 This section provides the tenderer with guidelines and requirements with regard to the completion of the Price Schedule. The Schedule **shall to be completed by hand in black ink** and the tenderer is referred to the Tender Specifications in regard to the correction of errors.
- 1.2 The Price Schedule shall be read with all the documents which form part of this Contract.
- 1.3 The following words shall have the meanings hereby assigned to them:
- Unit: The unit of measurement for each item of work in terms of the Specifications and the Project Specifications.
- Quantity: The number of units of work for each item.
- Rate: The payment per unit of work at which the tenderer tenders to do the work.
- Amount: The product of the quantity and the rate tendered for an item.
- Lump sum: An amount tendered for an item, the extent of which is described in the Price Schedule, the Specifications and the Project Specifications, but the quantity of work of which is not measured in any units.
- 1.4 Reference shall be made to the General and Special Conditions of Contract regarding Provisional and Prime Costs Sums.
- 1.5 Work reserved for Labour Intensive construction methods will be numbered with a prefix "LI" in the Price Schedule to distinguish them from the conventional construction works. Such work shall be constructed using local labour who is temporarily employed in terms of the project specification.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

2. Pay Items

- 2.1 Descriptions in the Price Schedule are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Price Schedule, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.
- 2.2 The item numbers appearing in the Price Schedule refer to the corresponding item number in the standard specifications or as amended in the Scope of Work. In the latter case, the item number is prefixed with the letter “B”. The same applies to new clauses added to the standard specifications.
- 2.3 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- 2.4 The quantities set out in the Price Schedule are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- 2.5 The units of measurement described in the Price Schedule are metric units. Abbreviations used in the Price Schedule are as follows:

mm	= millimetre	h	= per hour
m	= metre	kg	= kilogram
km	= kilometre	t	= ton (metric = 1000kg)
m ²	= square metre	no	= number
m ² .pass	= square metre pass	sum	= sum
ha	= hectare	MN	= mega newton
m ³	= cubic meter	MN.m	= mega newton metre
m ³ .km	= cubic meter kilometre	PC sum	= prime cost sum
ℓ	= litre	prov sum	= provisional sum
kℓ	= kilolitre	%	= percent

Contractor

Witness for Contractor

Employer

Witness for Employer

MPa	=	mega pascal	kW	=	kilowatt
V	=	volt	KVA	=	kilo volt ampere
A	=	ampere	R/only	=	rate only
month	=	per month	pe	=	per establishment
day	=	per day	pm	=	per person per month
pd	=	per person per day	p	=	per person
ph	=	per person per hour	pwo	=	per work order

3. Rates

3.1 The prices and rates to be inserted in the Price Schedule are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

3.2 **A price or rate is to be entered against each item in the Price Schedule, whether the quantities are stated or not.**

An item against which no price is entered or where a word or phrase such as “included” or “provided elsewhere” will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the Schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Price Schedule and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

3.3 The Tenderer shall fill in a rate against all items where the words “rate only” appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

- 3.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.
- 3.5 The tenderer shall not group together a number of items and tender one rate for such group of items.
- 3.6 All rates and sums of money quoted in the Price Schedule shall be in rands and whole cents. Fractions of a cent shall be discarded.
- 3.7 All prices and rates entered in the Price Schedule must be **excluding VAT**. VAT will be added last on the summary page of the Price Schedule.
- 3.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.

4. Corrections of entries made by tenderer

Any entry made by the Tenderer in the Price Schedule, forms, etc., which the tenderer desires to change, **shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be hand written above in black ink and the full signature of the Tenderer shall be placed next to the correction.**

REFER TO ANNEXURE B (SEPARATE SPREADSHEET) FOR PRICING SCHEDULE OR BILL OF QUANTITIES

Contractor

Witness for
Contractor

Employer

Witness for
Employer



PART C3: SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 Employers objectives

The MHSC seeks to appoint a service provider to provide a turnkey solution for the MHSC for the renovation of the new MHSC building, based on the specified layout and design

C3.1.2 Overview of the works

The MHSC requires a service provider to provide a turnkey solution that includes project management, demolition, construction and refurbishing, furnishing and joinery, Information and Communication Technology (ICT) and relocation services (hence forth referred to as “the works”), for the new MHSC property, according to the specifications as outlined in the layout and design.

The approximate size of the property on which the works are to be done is approximately 2473m² with 96 parking units. The works needs to be compliant with all relevant regulations.

C3.1.3 Extent of the works

C3.1.3.1 Preliminary and general site establishment

Contractor

Witness for
Contractor

Employer

Witness for
Employer

The bidder shall remain responsible for performing the necessary risk assessments in terms of the environmental impact (NEMA Act) and Occupational Health and Safety aspects, according to the OHS Act, 1993 (Act 85 of 93).

All Project related machinery and equipment to be used during the project will be supplied by the successful bidder.

The successful bidder will be allowed to establish site camp as identified by the Plant Manager.

No accommodation is available for the bidder's employees, it remains the responsibility of the bidder to plan and provide for the staff.

The temporary metered electrical power connection point will be provided by the client for the dredging equipment on application by the successful bidder.

The bidder will be responsible for providing own ablution facilities.

C3.1.3.2 Cleaning and clearing.

The bidder shall be responsible for clearing the platform and, to make it suitable for the equipment where the bidder will operate from.

C3.1.3.5 De-establishment

All equipment must be removed from the site on completion, including the rigging and crange. No payment will be made for de establishment due to termination of the contract because of non-performance by the bidder.

C3.2 Location of the works

The proposed office building is located at 6 Coombe Place, Rivonia, Sandton, 2128. The size of the building is as follows:

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Areas	m ² / No. of Units
Ground Floor	~1182 m ²
First Floor	~1182 m ²
Second	~109 m ²
Total Gross Building Area (GBA)	~2473 m²
Storerooms	~137 m ²
Parking	
Basement (1367sqm)	46 Units
Covered	12 Units
Open	38 Units
Total Parking	96 Units

PROJECT MANAGEMENT

Designate Project Manager:

- Assign a project manager as the primary point of contact.

Project charter:

Prepare and submit a detailed project charter outlining objectives, stakeholders, and deliverables. This should include:

- Project plan: Develop a detailed project plan covering all phases from initiation to closure.
- Timeline Management: Manage project timelines to ensure on-time completion.
- Quality assurance plan: Develop and implement a plan to ensure all works meet specified quality standards.
- Client Coordination: Coordinate with the MHSC representatives on a weekly basis for approvals and feedback.
- Project monitoring and controlling: Conduct regular monitoring and provide weekly reports on progress, issues, and risks to the MHSC.
- Risk management plan: Identify potential risks and develop mitigation strategies.
- Project closure report: Compile a comprehensive closure report documenting the project's outcomes and lessons learned.
- Adherence and compliance to by-laws and other related legislative requirements: Ensure adherence and compliance with by-laws, and other related legislative requirements

CONSTRUCTION: BASEMENT, GROUND FLOOR, AND UPPER LEVELS

Demolition

Contractor

Witness for
Contractor

Employer

Witness for
Employer

- a) Detailed demolition and disposal methodology.
- b) Remove specified existing drywall **as per the layout and design plans** and safely dispose from site.
- c) Remove existing doors and window panels and set aside for disposal from site **as per the layout and design plans**.
- d) Uplift existing carpet, vinyl, and tile flooring, including glue, and prepare surfaces for new finishes and safely dispose from site **as per the layout and design plans**.
- e) Remove all existing skirting throughout the office space and safely dispose from site **as per the layout and design plans**.
- f) Remove existing wall tiles and safely dispose from site **as per the layout and design plans**.
- g) Remove existing vinyl on glazing **as per the layout and design plans**.
- h) Demolish specified half brick walls **as per the layout and design plans** and safely remove from site.
- i) Existing kitchen cupboards to be demolished and removed from the site.

Construction of Dry walls and Wet works:

- a) Supply and install dry wall partitioning as per the specifications, layouts and plans.
- b) Construct the proposed wet works as per the specifications, layouts and plans.
- c) All construction must comply with Part K of SANS 10400.

Electrical and Lighting:

- a) Strip out and safely terminate electrical works in walls being demolished as per the layouts and design.
- b) Test and repair all existing electrical systems (all circuit breakers, lights, plug points, etc.).
- c) Close off and make safe all unused plug points and floor boxes.
- d) Supply and install new power points in brickwall and drywall areas **as per the specification, layout and plans**.
- e) Remove existing aircon points as per the plans.
- f) Supply and install all lighting as per the plans and specification document.

Plumbing:

Contractor

Witness for
Contractor

Employer

Witness for
Employer

- a) Remove existing kitchen plumbing and close off visible points and piping as per the plans and specification.
- b) Remove existing sanitary ware and prepare for installation of new fittings.
- c) Retain existing plumbing points as indicated in the layout and designs.
- d) Supply and install all new plumbing points and sanitary ware as per the plans and specification.

Windows, Doors and Glazing:

- a) Supply and install internal aluminium-framed glass partitions, glazing and doors as specified in the layout and design.
- b) Supply and install solid core single swing doors with timber frame as specified in the plans.
- c) Supply and install window treatments (thermal ultraviolet (UV)-rated vinyl) on external glazing as specified in the plans.
- d) Supply and install blinds **as per the specifications, layout and design plans.**

Wall Finishes:

- a) Supply and install specified wall finishes and acoustic panelling as per the specifications and plans.

Floor Finishes:

- a) Supply and install specified floor finishes with provisional works (screeding, smoothing compound, wastage and trimming, etc.) as per the plans and specifications.
- b) Supply and install staircase nosing as per the plans and specifications.
- c) Supply and install skirting as per the plans and specifications.
- d) Repaint the parking line and parking numbers.

Ceilings:

- a) Demolish ceilings that are specified in the plans and prepare the undersides of slabs as per the plans and specification.
- b) Supply and install new ceiling boards where required as per the specifications and the plans.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Heating, Ventilation and Air-conditioning (HVAC):

- a) Supply and install HVAC systems including split units, concealed High Static Pressure (HSP) units, and associated ducting as specified in the plans and specifications.
- b) Supply and install Variable Refrigerant Flow (VRF) heat recovery systems including concealed ceiling units, blow cassettes, controllers, outdoor units, and associated ducting as specified in the plans.
- c) Provide a training session and manuals on the operation and maintenance of the installed equipment.

Fire, Sprinkler and Smoke detection systems:

- a) Provide an approved rational fire design and Bill of Quantities.
- b) Supply and install firefighting equipment, smoke detection systems (panels and sensors) and sprinkler systems as per the specifications and the plans.
- c) Break glass on exit doors
- d) Provide a training session and manuals on the operation and maintenance of the installed equipment.

Miscellaneous:

- a) Service and test existing gates leading into the basement.
- b) Service and test the backup generator in the basement.
- c) Supply and install various types of signage including brand, parking, directional, window vinyl, bathroom signage, etc. as per the plans and specification document.

FURNITURE, FIXTURES, AND EQUIPMENT (FF&E): BASEMENT, GROUND FLOOR, AND UPPER LEVELS

Gym Equipment:

- a) Supply and install commercial-grade gym equipment namely 3 treadmills, 2 bicycles and 1 free weights station as per the plans.
- b) Ensure all equipment meets safety standards and operational requirements.

Office Furniture

a) Acoustic and Collaborative Spaces:

- Supply and install acoustic booths, pods, and seating modules as per the specifications and plans.

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- Supply ergonomic chairs, ottomans, and barstools as per the plans and specifications.
- Supply agile couch modules and lounge chairs for as per the plans and specifications.

b) Storage Solutions:

- Supply and install cupboards, shelving units, and bulk filers as per the plans and specifications.
- Supply and install industrial shelving and printer stations tailored for functional areas as per the plans and specifications.

c) Meeting and Work Areas:

- Supply and install a range of desks, tables and chairs for the open plan area, offices and meeting and training rooms as per the plans and specifications.
- Supply and install coffee tables, side tables and laptop tables as per the plans and specifications.

d) Specialised Furniture, Joinery and Cabinetry:

- Supply and install display pedestals, and high counters for specific functional needs as per the plans and specifications.
- Fabricate and install custom joinery items such as reception desks, built-in cupboards, shelving units, and specialised furniture pieces as per the plans and specifications.
- Supply and install canteen furniture, outdoor seating, and various vanities for specialised areas as per the plans and specifications.

e) Bathroom Facilities:

- Supply and install all fixtures and amenities in bathrooms as per the plans and specifications.
- Ensure compliance with health regulations.

Planters and Plants

- a) Supply and install planters and plants as per plans and specifications.

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Delivery and Installation

- a) Coordinate delivery schedules and installation timelines for all FF&E items throughout the facility.
- b) Arrange furniture layouts in accordance with approved floor plans.
- c) Professionally assemble and install all furnishings, ensuring they are securely anchored, adhere to safety standards, adhere to manufacturer's guidelines and are aligned with design specifications.
- d) Conduct quality checks, testing and commissioning of installed systems and equipment to verify functionality and safety compliance.

Electrical Equipment and Appliances

- a) Supply and install electrical equipment such as kitchen appliances (dishwashers, fridges, coffee machines, microwaves) as per the plans and specifications.

Training and Handover

- a) Ensure comprehensive handover and manuals of all installed FF&E items to the MHSC's satisfaction.

ENGINEERING WORKS

Platform Stair Lift Installation

- a) **Platform Stair Lift Supply and Installation**
 - Prepare provisional structural modifications to support the installation of a stair lift.
 - Supply and install a platform stair lift for all floors suitable for the staircase as per the plans and specifications, ensuring compliance with building codes, manufacturer specifications and safety standards.
- b) **Testing and Commissioning:**
 - Conduct thorough testing and commissioning of the lift system to verify functionality, safety and regulatory compliance.
 - Provide training on lift operation and maintenance procedures.
- c) **Documentation and Compliance:**
 - Prepare and submit all necessary documentation, including engineering drawings, compliance certificates, and operational manuals for the lift system.

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d) Maintenance and Support:

- Provide a 3-year warranty and support services for the lift system.

ICT AND SECURITY

General ICT Infrastructure

- Supply and configure WiFi 6 (or above) access points (APs) for comprehensive coverage and seamless connectivity as per the plans and specifications.
- Supply and install CAT 7 (or above) network access points per plans and specifications.
- Conduct testing of installed systems and equipment to verify functionality and compliance.
- Supply and install patch units and network switches throughout the building to support data and voice communications as per plans and specifications.
- Provide a warranty, maintenance and support for a period 3 years for the network switches and Wifi 6 access points.

Uninterruptible Power Supply (UPS)

- Supply and install 4 Uninterruptible Power Supply (UPS) systems in the server room and the patch rooms as per specifications below and as per the plans:
 - **3 UPS for the Patch rooms: Model: 2kVA/1600Watt.**
 - Input voltage: 230Vac (+20/-25%).
 - Input frequency: 50/60Hz with automatic selection.
 - Output voltage: 230Vac (+20/-25%) /230 Vac (+/- 10%) on battery sinusoidal.
 - **1 UPS for the Server Room: Model:5kVA / 3500 Watt / 22 Amps.**
 - Input voltage: 230V.
 - Input frequency: 50/60 Hz +/- 3 Hz Auto-sensing.
 - Output Voltage Note: Configurable for 220:230 or 240 nominal output voltage.
 - The UPS systems must be able to run for at least an hour at maximum load.
 - Provide the Certificate of Compliance (COC).
 - Provide a warranty, maintenance and support for a period of 3 years.

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Servers

- a) Supply, deliver and configure (end-to-end) 2 Servers including software for the IT Infrastructure solution as per plans and specifications document (and/or as per below)

Description
HPE ProLiant DL380 Gen11 24SFF CTO (Or equivalent)
DL380 Gen11 Intel Xeon-Platinum 8253 (2.2GHz/16-core/125W) FIO Processor Kit (Or equivalent)
DL380 Gen11 Intel Xeon-Platinum 8253 (2.2GHz/16-core/125W) Processor Kit and (Or equivalent)
320GB Dual Rank x4 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit and P00924-B21 0D1 - Factory Integrated (Or equivalent)
16 x 2TB SATA 6G Midline 7.2K SFF (2.5in) SC 1yr Wty 512e Digitally Signed Firmware HDD and 765455-B21 0D1 - Factory Integrated (Or equivalent)
2x 480GB SATA 6G Mixed Use SFF (2.5in) SC 3yr Wty Digitally Signed Firmware SSD and P07922-B21 0D1 - Factory Integrated (Or equivalent)
DL38X Gen11 12Gb SAS Expander Card Kit with Cables and 870549-B21 0D1 - Factory Integrated (Or equivalent)
Ethernet 10Gb 2-port 562SFP+ Adapter and 727055-B21 0D1 - Factory Integrated
96W Smart Storage Battery (up to 20 Devices) with 145mm Cable Kit - Factory Integrated
Smart Array P408i-a SR Gen11 (8 Internal Lanes/2GB Cache) 12G SAS Modular Controller - Factory Integrated
2x 1600W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit - Factory Integrated
iLO Advanced 1-server License with 3yr Support on iLO Licensed Features (Or equivalent) - Factory Integrated
OneView w/o iLO including 3yr 24x7 Support 1-server FIO LTU (Or equivalent)
2U Small Form Factor Easy Install Rail Kit - Factory Integrated
iLO Advanced Non-Blade - 3yr Support (Or equivalent)
DL38x Gen11 Support (Or equivalent)
One View w/o iLo Support (Or equivalent)
3Y Proactive Care 24x7 SVC

- b) Supply and configure an Environmental Server Rack Enclosure as per plans and specifications document (and/or as per below):

- Double 19" EV RAC
- SmartRac 2170mm H x 75mm W rack skeleton(s)
- SmartRac 2170mm H x 75mm W rack skeleton(s) Steel rear door(s)
- 1000mm deep
- 150mm plinth(s)
- Power distribution box
- OU 24 Way Metered PDU (20xC13; 4xC19)
- Air Conditioning unit
- Fire Suppression Unit
- RAMM Unit

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- Installation of RAMM Unit HHD and installation of Operating System (Minimum Windows 7)
 - Configuration to provide monitoring, security and alerts
- c) Provide maintenance and support for a period of 3 years for the Server (3.5.4. a) and the Server Rack (3.5.4. b).

Visitor Management System

- a) Supply, deliver, configure and maintain an integrated automated visitor management system with the following specifications:
 - i. System Specifications
 - a. User Interface: Intuitive, multi-language support, customizable branding.
 - b. Visitor Registration: Pre-registration, self-service kiosks, web-based registration.
 - c. Check-In/Check-Out: QR code, barcode, and ID scanning; automated notifications.
 - d. Visitor Identification: Badge printing, photo capture, digital signatures.
 - e. Visitor Tracking: Real-time tracking, visit logs, visit history.
 - f. Integration: Compatibility with existing security systems, access control and directory services (Active Directory).
 - ii. Security and Compliance
 - a. Data Security: Encryption standards, secure data storage and transmission.
 - b. Privacy Compliance: GDPR, HIPAA, and other relevant data privacy laws.
 - c. Access Control: Role-based access, audit logs, and reporting.
 - iii. Hardware Requirements
 - a. Kiosks: Touchscreen kiosks for self-service check-in/check-out.
 - b. Printers: Badge printers with customizable templates.
 - c. Scanners: Barcode/QR code scanners, ID card readers.
 - d. Cameras: High-resolution cameras for photo capture.
 - e. Network: Wired and wireless connectivity options.

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- iv. Software Requirements
 - a. Platform: Compatible with Windows, macOS, iOS, and Android.
 - b. Dashboard: Centralized management dashboard with real-time data.
 - c. Notifications: Email, SMS, and app notifications for hosts and visitors.
 - d. Reporting: Customizable reports, data export options.
 - e. Visitor Experience: Smooth and user-friendly interface, multilingual support.

 - v. Installation and Configuration
 - a. Site Survey: Pre-installation site assessment.
 - b. Installation: Complete physical setup and configuration.
 - c. Configuration: Initial software and network setup.
 - d. Documentation: Comprehensive user manuals, guides and implemented solution architecture.
- b) Provide maintenance and support for a period of 3 years with the following specifications:
- i. Warranty: 3-year comprehensive warranty.
 - ii. Technical Support: Monday to Friday 07h00 to 18h00 phone and email support.
 - iii. Maintenance: Regular software updates and on-site support.
 - iv. Training: Comprehensive user and admin training (3 ICT support and 5 users).

Video Conferencing Infrastructure

- a) Supply, deliver, configure and maintain a high-quality video conferencing system for corporate use for all meeting rooms and board rooms, with the following specifications as per the plans and tender pack (ICT Specifications per room):
 - i. System Specifications
 - Video Quality: Minimum 1080p resolution, preferably 4K.
 - Audio Quality: HD audio with echo cancellation and noise cancellation.
 - Network Requirements: Minimum 5 Mbps per stream, latency below 50ms.
 - Scalability: Support up to 50 concurrent connections.
 - Interoperability: Compatible with Microsoft Teams, Zoom, CISCO Webex and other industry provided VC software setups.

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- Interactive Smart Boards: Integrated with video conferencing software.

ii. Hardware Requirements

- Video Quality: Minimum 1080p resolution, preferably 4K.
- Cameras: PTZ cameras with 4K resolution and 90° field of view.
- Microphones: Ceiling microphones with a range suitable for selected meeting rooms.
- Speakers: Wall-mounted speakers with 360° sound coverage.
- Displays: Dual 55-inch or 65-inch 4K displays (suitable for selected meeting rooms' size).
- Control Systems: Centralized touch panel controls.
- Interactive Smart Boards:
 - Display: 55 or 65 inches 4K resolution displays (suitable for selected meeting rooms' size).
 - Touch Capability: Multi-touch support with responsive interaction.
 - Connectivity: HDMI, USB, wireless screen sharing.
 - Software: Integrated with Microsoft Teams, Zoom, CISCO Webex and other industry provided VC software setups.
 - Additional Features: Screen recording, annotation tools, and built-in speakers only for meeting rooms without the VC infrastructure.

iii. Software Requirements

- Platform: Compatible with Windows
- User Interface: Intuitive with multi-language support.
- Security: End-to-end encryption, two-factor authentication.
- Management: Remote management via web interface.
- Integration: Sync with Outlook and Google Calendar.

iv. Installation and Configuration

- Site Survey: Pre-installation site assessment.
- Installation: Complete physical setup and configuration.
- Configuration: Initial software and network setup.
- Documentation: Comprehensive user manuals and guides, network diagrams, and implemented solution architecture.

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v. Support and Maintenance

- Warranty: 3-year comprehensive warranty.
- Technical Support: Monday to Friday 07h00 to 18h00 phone and email support.
- Maintenance: Regular software updates and on-site support.
- Training: Comprehensive user and admin training (3 ICT support and 5 users).

LCD and interactive screens

- a) Supply and install interactive screens as per the plans and specifications.
- b) Supply and install drop-down screens and projectors for presentations and multimedia display as per plans and specifications document.
- c) Supply and install digital signage or LCD screens for displaying information and announcements as per plans and specifications.
- d) Supply and install Mediascape screens for collaborative workspaces as per plans and specifications.
- e) Supply and install designated size TVs as per plans and specifications.
- f) Setup DSTV cabling/units as per plans and specifications

Biometric access control system

- a) Supply, install, commission and maintain a Biometric Access Control System that supports face and card lock and unlock with a storage activity log, as per the specification below:
 - Minimum 4.3-inch LCD touch screen; resolution 480 × 272
 - Minimum 2MP wide-angle dual lens camera that supports Digital Wide Dynamic Range (DWDR) and should be able to do facial recognition in the dark.
 - User data can be stored in the access controller, can store at least 300 entries (face images and card) and should be able to work offline.
 - Face-camera distance should be between 0.3m - 1.5m.
 - Face verification accuracy should be a minimum of 99.5%.
 - Face comparison speed should be at least 0.3s per person.
 - The system should support liveness detection.
- b) Provide a warranty, maintenance and support for a period of 5 years.
- c) Provide training of the supplied security system.
- d)

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Walkthrough Metal Detector

- a) Supply, install, commission and maintain 1 x walkthrough metal detector with the following specifications:
- 6 detection zones
 - 100 sensitivity levels
 - Light Emitting Diode (LED) display
 - Counter for the alarms and individuals passing through.
 - Synchronous sound and LED alarm
- b) Provide training of the supplied security system.
- c) Provide a warranty, maintenance and support for a period of 5 years.

CCTV cameras for indoors and outdoors

- a) Supply, install and commission Closed Circuit Television (CCTV) dome/ static cameras for indoor use as the plans and specifications below:
- Good quality image and video capturing (Five (5) megapixels)
- b) Supply, install and commission and pan tilt zoom (PTZ) cameras for outdoor use and per the plans and specifications below:
- PTZ to provide motion detection coverage
 - Good quality image and video capturing (Five (5) megapixels)
- c) Supply, install and commission a Digital Video Recorder (DVR) with a storage capacity of at least ninety days.

Intruder alarm detection system

- a) Supply, install and commission an intruder alarm detection system as per the specification below:
- Wired motion sensor indoor PIR 30m max distance and pet friendly
 - Wired active infrared outdoor beams 30m max distance and pet friendly
 - Alarm keypad multi zones LED

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- b) Provide training of the supplied security system.
- c) Provide a warranty, maintenance and support for a period of 5 years.

WATER BACKUP SYSTEM

- a) Supply and install a fully functioning 36kL municipal water backup system, that includes a high-pressure pump, UV light and RO filter system a per the plan and specification.

SOLAR BACKUP SYSTEM

- a) Assess and provide the specifications of a fit for purpose solar power backup solution. Specifications to be agreed upon with the MHSC after contracting.

HEALTH AND SAFETY

Health and Safety Management Plan

- a) Develop a detailed health and safety management plan outlining procedures, protocols, and responsibilities for ensuring a safe working environment throughout the project.
- b) Conduct regular safety audits and inspections to identify and mitigate potential hazards.
- c) Provide personal protective equipment (PPE) and ensure its proper use by all personnel on site.
- d) Implement emergency response procedures and evacuation plans.
- e) Ensure compliance with Occupational Health and Safety Act regulations and other relevant legislations.
- f) Perform comprehensive risk assessments before each phase of work and update as necessary.
- g) Develop risk mitigation strategies and contingency plans to address identified risks promptly.

Site Safety Supervision

- a) Assign qualified health and safety officer to oversee daily operations and enforce safety protocols.
- b) Develop and maintain a comprehensive health and safety file.

Incident Reporting and Investigation

- a) Establish procedures for reporting accidents, incidents, and near misses promptly.
- b) Investigate incidents to determine root causes and implement corrective actions to prevent recurrence.

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- c) All accidents, incidents, near misses and investigation outcomes must be reported to the MHSC promptly.

COMPLIANCE

Legal and Regulatory Compliance

- a) Ensure adherence to all relevant laws, regulations, and codes applicable to construction and refurbishment projects.
- b) Obtain necessary permits, licenses, and approvals required for the project's execution.

QUALITY ASSURANCE AND CONTROL

- a) Ensure that all material and equipment used for the project is SABS compliant.
- b) Ensure that the CCTV camera system comply with the Minimum Physical Security Standards (SAPS and State Security Agency) and the following South African National Standard (SANS)
- SANS 10222-5-1-1 Operational requirements
 - SANS 10222-5-1-2 System design requirements
 - SANS 10222-5-1-3 Installing and planning requirements
 - SANS 10222-5-2 Application guidelines
 - SANS 10222-5-1-4 Testing, commissioning requirements
 - SANS 10222-5-1-5 Maintenance requirements
 - SANS 10142 The code of practice for the wiring of premises
- c) Ensure that all construction work complies with SANS 10400.
- d) Develop and implement quality assurance processes to verify compliance with design specifications and SABS standards.
- e) Conduct regular inspections and testing to ensure all materials and workmanship meet required quality levels.
- f) Document and resolve any non-conformances promptly ensuring all installations and finishes meet agreed-upon quality standards before final handover to the MHSC.
- g) Promptly address any defects or discrepancies identified during quality inspections to maintain project quality standards.
- h) Ensure all installed materials and equipment come with manufacturer warranties and provide documentation to the MHSC.

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- i) Provide a commissioning report for all installed equipment signed by a competent person.

RELOCATION SERVICES

- a) Asset Management: Develop an inventory and relocation plan for the safe transfer of equipment and records/ documents from the current MHSC premises to the newly refurbished office space.
- b) Logistics and Coordination: Coordinate and implement the logistics and transportation for the relocation.

POST-INSTALLATION SUPPORT

- a) Handover Documentation: Prepare and deliver all necessary operation manuals, warranties, as-built drawings, and certificates.
- b) Maintenance Guide: Provide a detailed maintenance guide outlining recommended procedures for the upkeep of installed systems and furnishings.
- c) Support Services: Offer post-installation support services as per the JBCC to address any operational issues, maintenance requirements and training during the initial phase of occupancy.

REFERENCES:

For detailed layouts and office designs, please refer to the accompanying detailed office design documents, specifications and layouts provided in the tender package. These documents outline the spatial arrangements, furniture placements, and specifications necessary for the successful implementation of this Scope of Work.

PROJECT TIMELINES/DURATION

The project must be completed within three (3) months. Provision must be made for a 24-hour working schedule.

NB: Provide ALL works and the relevant Certificates of Compliance (COC) including for OHS.

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PART C4: SITE INFORMATION

Tender Drawings

REFER TO THE ANNEXURE C

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ANNEXURE A: EVALUATION CRITERIA**MANDATORY REQUIREMENTS**

Failure to submit any of the mandatory required documents will result in automatic disqualification

Bidders must indicate if they comply or not comply. The mandatory requirements that must be met are as follows:

NO	REQUIREMENT	COMPLY	NOT COMPLYING
1	<u>CIDB REGISTRATION</u> The bidder must be registered with the Construction Industry Development Board (CIDB) with a minimum grading of 6 GB (General Building) or higher. The bidder must maintain their applicable CIDB grading and active status with CIDB for the duration of the construction project. (Valid CIDB registration certificate to be provided by the bidder)		
2	<u>PROFESSIONAL REGISTRATION OF THE PROJECT MANAGER</u> The Project Manager selected by the bidder for the project must be registered as a Professional Construction Project Manager (PrCPM) with the South African Council for the Project and Construction Management Professions (SACPCMP). (Valid registration certificate to be provided by the bidder)		

FUNCTIONALITY EVALUATION

The tender will be evaluated in accordance with PPPFA 2022 in line with the following functional criteria:

NO	CRITERIA	WEIGHTING SCORE
1	COMPANY EXPERIENCE IN BUILDING TURNKEY PROJECTS AND REFURBISHMENTS RELATED TO CORPORATE OFFICES: ATTACH SIGNED AND VERIFIABLE REFERENCE LETTERS: 1. ON VALID COMPANIES LETTER HEADS. 2. WITH CONTACTABLE DETAILS FROM ORGANISATIONS WHERE SERVICE WERE RENDERED ON BUILDING TURNKEY PROJECTS AND REFURBISHMENTS.	10

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NO	CRITERIA	WEIGHTING SCORE
	3. THE PROJECTS WERE SUCCESSFULLY COMPLETED BY THE BIDDER. THE REFERENCE LETTER MUST INDICATE THE PERIOD IN WHICH THE BUILDING TURNKEY PROJECTS AND REFURBISHMENTS WERE RENDERED. THE PERIOD MUST BE WITHIN THE LAST 7 YEARS AT THE TIME OF THE CLOSING DATE OF THE TENDER. • Five verifiable signed reference letters on a valid company letter head that covers all the bullet points above= 5 points • Four verifiable signed reference letters on a valid company letter head that covers all the bullet points above = 4 points • Three verifiable signed reference letters on a valid company letter head that covers all the bullet points above = 3 points • Two or less verifiable signed reference letters on a valid company letter head or non-compliant letters = 0 points Note: • Letters that do not meet all the criteria as stipulated above will not be considered.	
2	COMPANY YEARS OF EXPERIENCE IN PROVIDING BUILDING TURNKEY PROJECTS AND REFURBISHMENTS RELATED TO CORPORATE OFFICES. (ATTACH COMPANY PROFILE THAT STATES THE NUMBER OF YEARS OF EXPERIENCE IN BUILDING TURNKEY PROJECTS AND REFURBISHMENTS IN CORPORATE OFFICES): • Experience of 10 years or more = 5 points. • 8 years' experience but less than 10 years' experience = 4 points. • 6 years' experience but less than 8 years' experience = 3 points. • 4 years' experience but less than 6 years' experience = 2 points. • Experience of less than 4 years = 0 point.	10
3	METHODOLOGY: THE BIDDER IS REQUIRED TO ATTACH A DETAILED PROPOSAL OF THE METHODOLOGY TO BE USED TO CARRY OUT THE TURNKEY PROJECT. THE FOLLOWING ASPECTS MUST BE COVERED IN THE METHODOLOGY: 1. DETAILED PROJECT PLAN COVERING ALL PHASES FROM INITIATION TO CLOSURE. 2. PROJECT MONITORING AND EVALUATION PLAN.	50

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NO	CRITERIA	WEIGHTING SCORE
	3. RESOURCE ALLOCATION PLANS. 4. COMMUNICATION PLANS. 5. DEMOLITION PLAN AND METHODOLOGY. 6. CONSTRUCTION PLAN AND METHODOLOGY. 7. FURNISHING, FIXTURES AND EQUIPMENT PLAN. 8. RISK MANAGEMENT PLAN. 9. QUALITY ASSURANCE PLAN. 10. HEALTH AND SAFETY MANAGEMENT PLAN. 11. RELOCATION PLAN AND METHODOLOGY. - The methodology addresses all of the 11 aspects outlined above) = 5 point. - The methodology doesn't address all of the 11 aspects outlined above or no methodology= 0 point. (Bidder must submit with and included in their technical response a detailed methodology in a proposal format).	
4	QUALIFICATION OF THE PROJECT MANAGER (ATTACH VALID QUALIFICATION CERTIFICATES): - Honours degree or higher qualification in civil engineering or structural engineering or architecture or quantity surveying or construction management, or = 5 points - Bachelor's degree in civil engineering or structural engineering or architecture or quantity surveying or construction management = 3 points - Below Bachelor degree in civil engineering or structural engineering or architecture or quantity surveying or construction management. = 0 point N.B ALL THE QUALIFICATION MUST BE SAQA ACCREDITED.	15
5	EXPERIENCE OF THE PROJECT MANAGER IN PROJECT MANAGEMENT OF BUILDING CONSTRUCTION/ TURNKEY PROJECTS. ATTACH A DETAILED CV THAT OUTLINES NUMBER OF YEARS OF EXPERIENCE IN THE PROJECT MANAGEMENT OF CONSTRUCTION/ TURNKEY PROJECTS : 10 years or more experience = 5 points 8 years' experience but less than 10 years' experience = 4 points 6 years' experience but less than 8 years' experience = 3 points 5 years' experience but less than 6 years' experience = 2 points - Less than 5 years of experience = 1 point	15

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NO	CRITERIA	WEIGHTING SCORE
	No years of experience = 0 points	
		100

N.B Bidders must obtain a minimum of 70% overall to qualify for the next level pricing and Specific Goals evaluation.

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Annexure B: DETAILED BILL OF QUANTITIES
REFER TO SEPARATE EXCEL SPREADSHEET

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Annexure C: TENDER DRAWINGS

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