



# CALL FOR BIDS

**BID NO: ECDC      ECDC/INFRA/25/122023**  
**BID SUBJECT:      REFURBISHMENT OF MTHATHA GARDEN COURT,**  
**EASTERN CAPE – CLUSTER I**

## Consisting Of:

**The Tender (Returnable) - This Document**  
**The Bills of Quantities - This Document**  
**Annexures – This Document**

**BIDDER NAME:**.....

**CSD No.:** .....

**CRS No.:** .....

<b>CLOSING DATE:</b>	<b>09 FEBRUARY 2024</b>
<b>CLOSING TIME:</b>	<b>12h00</b>

.....  
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**Board Members: V Jarana (Chairperson) • S Somdyala (Deputy Chairperson)**  
**N Pietersen • S Siko • M Makamba • P Bono • T Cumming • B Mhlubulwana • A Wakaba (CEO)**

**www.ecdc.co.za**

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**SECTION A:**  
**ABBREVIATIONS AND ACRONYMS**

CIDB	Construction Industry Development Board
DTI	Department of Trade and Industry
ECDC	Eastern Cape Development Corporation
EME	Exempt Micro Enterprise
IRBA	Independent Regulatory Board of Auditors
PCCA	Prevention and Combating of Corrupt Activities Act 12 of 2004
PFMA	Public Finance Management Act (Act 1 of 1999)
PPPFA	Preferential Procurement Policy Framework Act (Act 5 of 2000)
QSE	Qualifying Small Enterprise
SABS	South African Bureau of Standards
SANAS	South African National Accreditation System
SARS	South African Revenue Service
SASAE	South African Standard on Assurance Engagements
SCM	Supply Chain Management
SMME	Small, Medium and Micro Enterprises
ToR	Terms of Reference
CSD	National Treasury Central Supplier Database for South African Government

**B: DEFINITIONS**

Acceptable tender	Means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
Accreditation Body	Means the South African National Accreditation System or any other entity appointed by the Minister from time to time whose function it is to: Accrediting verification agencies Developing, maintaining and enforcing of Verification Standards
Affordable	Means (in terms of a PPP-Agreement) that the financial commitments to be incurred can be met by funds: Designated within ECDC's existing budget for the function to which the agreement relates; and Destined for ECDC in accordance with the relevant Treasury's future budgetary projections.
All applicable taxes	Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
Bid	Means a written offer or proposal to supply goods and/or provide services, submitted in response to the ECDC's invitation to quote or submit proposals which includes advertised competitive bids, written price quotations or proposals.
Bid Specification	A specification that lays down the characteristics of goods to be procured or their related processes and production methods, or the characteristics of services to be procured or their related operating methods, including the applicable administrative provisions, and a detailed requirement relating to conformity assessment procedures that an entity prescribes and shall

	Include TOR for specialised services.
Black People	means 'African', 'Indian' and 'Coloured' people who are citizens of the Republic of South Africa by birth; or are citizens of the Republic of South Africa by naturalisation before the commencement date of the Constitution of South Africa Act (1993); or became citizens of the Republic of South Africa after the commencement of the of the Constitution of South Africa Act (1993), but who for the Apartheid policy that has been in place to that date, would have been entitled to acquire citizenship by naturalisation prior to that date.
Specific goal	<p>2.1. 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 in SBD 6.1 as may be supported by proof/ documentation stated in the conditions of this tender:</p> <p>2.2. 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—</p> <p>(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</p> <p>(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,</p> <p>then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.</p>
Close Family Member	Shall mean: - member of the same household, parent (including adoptive parent), parent-in-law, son (including adoptive son), son-in-law, daughter (including adoptive daughter), daughter-in-law, step-parent, step-son, step-daughter, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece, the spouse or unmarried partner with relation to any of the person's above.
Code of Ethics	refer to the ECDC Code of Ethics for Management and Staff as may be amended from time to time.
Comparative Price	Means the price after the factors of a non-firm price and all the unconditional discounts that can be utilised have been taken into consideration.
Consortium or Joint Venture	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.
Contract	Means the agreement that results from the acceptance of a bid by ECDC.
Designated Sector	Means a sector, sub-sector or industry that has been designated by the DTI in line with national development and industrial policies for local production, where on local produced goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
Duly Sign	means a document that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
Exempt Micro Enterprise (EME)	means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment
Family Member	Means a husband or wife, any partner in a customary union according to indigenous law or any partner in a relationship where the parties live together in a manner resembling a marital partnership or a customary union; and any person related to either one or both persons referred above within the second degree through a marriage, a customary union or a relationship or the third degree of consanguinity.

Firm Price	Means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
Fronting	Means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentation of facts, whether made by the party claiming compliance or by any other person.
Functionality	Means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical or useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of the tenderer.
Imported Content	Means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the bidder or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry.
In the service of the state	means: an employee of any municipality who has a performance contract with the municipality and is employed on a permanent, temporary or short term basis. an employee or public servant of any national or provincial government as defined in terms of Public Services Act. a member who – is a councillor of any municipal council as defined in the Local Government Municipal Structures Act (Act No 117 of 1998); is a politician serving in any provincial legislature; or is a politician serving in the National Assembly or the National Council of Provinces; a member of the board of directors of any municipal entity; an employee and a member of a government owned entity as defined in the Public Finance Management Act (Act No 1 of 1999); and / or such other meaning ascribed to it by National Legislation from time to time.
Local content	Means a portion of the tender price which is not included in the imported content, provided that local manufacture does take place.
Non-firm prices	Means all prices other than “firm” prices
Person	Includes a juristic person.
Price Quotation	An estimate describing the product, stating its price, time of shipment, and specifies the terms of the sale and terms of the payment.
Property	Includes all movable and immovable property and intellectual property belonging to ECDC.
Public Private partnership	Means a commercial transaction between ECDC and a private party in terms of which: the private party either performs a function o.b.o. ECDC for a specified or indefinite period, or acquires the use of state property for its own commercial purposes for a specified or indefinite period; the private party receives a benefit for performing the function or by utilizing state property, either by way of: compensation from a revenue fund charges or fees collected by the private party from users or customers of a service provider to them; or a combination of such compensation and such charges or fees

Qualifying Small Entity	means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment
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Rand value	means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
Related enterprise	Means an entity controlled by a measured entity whether directly or indirectly controlled by the natural persons who have direct or indirect control over that measured entity or the immediate family of those natural persons.
Service Level Agreement	Shall have the same meaning assigned as “Contract”
Shareholder	Means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
State	Means: any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the PFMA any municipality or municipal entity national Assembly or the national Council of Provinces; or parliament
Stipulated minimum threshold	Means that portion of local production and content as determined by the DTI
Sub-Contract	Means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
Tender	The same meaning is assigned as ‘Bid” above.
Threshold	Shall mean the financial limits on the value of goods or services to be procured as set and prescribed in this policy which shall determine the manner in which these goods and services will be procured
Total revenue	Means the total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice.
Trust	Means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
Trustee	Means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
Value for Money	Means that the item (public-private partnership agreement) results in a net benefit to ECDC defined in terms of cost, price, quality, quantity, or risk transfer, or a combination thereof.

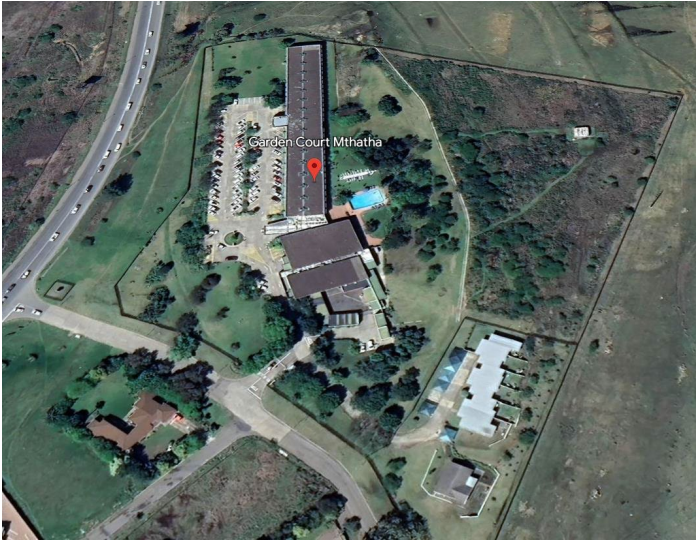
## **Part T1: Tendering procedures**

## T.1.1 TENDER NOTICE AND INVITATION TO BID

### 1. Invitation to Bid

Eastern Cape Development Corporation (ECDC) wishes to engage with a suitable contractor with a CIDB Grading of 4 GB or Higher for the Refurbishment of ECDC Properties – Mthatha, in the Eastern Cape.

The site is in Mthatha, Eastern Cape, South Africa.



**ECDC Building - GPS co-ordinates of the site are -31.59845, 28.74541**

A Detailed scope of services is described in Scope of Work Section Below.

### 2. Eligibility to Bid

- a) Bidders should meet the Mandatory Requirements in order to be evaluated T2.1 (**Mandatory List of Tender Returnables**)
- b) **It is estimated that bidders should have a CIDB grading of 4GB or Higher.**
- c) Only those tenderers who are registered with the CIDB prior to submissions of bid with a contractor grading equal in accordance with the sum tendered, or a value determined in accordance with Regulation **25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for the above-mentioned grading classes of construction work, are eligible to have their tenders evaluated.**

### 3. Payment of Bid Document

No payment is due to obtain tender documents.

### 4. Collection /Availability of Documents

Documents will be available for downloading from the ECDC website at [www.ecdc.co.za](http://www.ecdc.co.za) .

### 5. Queries on Bid Document

Queries relating to the issue of these documents may be addressed to Ms N. Norexe  
E- Mail at [tenders@ecdc.co.za](mailto:tenders@ecdc.co.za) cc [nnorexe@ecdc.co.za](mailto:nnorexe@ecdc.co.za)



## 6. Estimated Timeline

Activity		Date	Time
1.	<b>Placing of Advert</b>	Daily Dispatch, E-Tender Portal, CIDB, Load on ECDC Website for 30 Days after Advert	N/A
2.	<b>Compulsory Briefing Meeting</b>	A compulsory briefing meeting to be held at Garden Court, Nelson Mandela Drive, Mthatha on the <b>18 January 2024 starting at 11h00.</b>	
3.	<b>Last day of questions</b>	<b>7 days before closing date</b>	<b>16H00</b>
4.	<b>Final date of submission of bids</b>	<b>9 February 2024</b>	<b>12h00</b>
5.	<b>Bid Validity</b>	<b>90 days</b>	

### 6.1. Briefing Session and Site Location

A compulsory briefing meeting to be held at Garden Court, Nelson Mandela Drive, Mthatha on the 18 January 2024 starting at 11h00.

For any enquiries relating to this Bid please email the procurement department at [tenders@ecdc.co.za](mailto:tenders@ecdc.co.za), attention N. Norexe

Communication with the Bidders and any clarity on Queries Bid will be posted on the website at [www.ecdc.co.za](http://www.ecdc.co.za) and will also be communicated to the bidders via email where the Bidder has indicated to ECDC that they are interested in submitting a bid.

**Bidders must visit the site to ensure that their proper assessment of the site is done and that the Bill of Quantities is Priced Correctly.**

**Bidders must acquaint themselves of the current site conditions, works complexity and associated safety risks.**

**ECDC will only consider bidders that have attended the briefing meeting.**

## Geographical Site Layout

ECDC Garden Court:

Latitude - -31.59845

Longitude - 28.74541



**Telephonic, emailed, telexed, facsimile, and late tenders will not be accepted.**

Tenders may only be submitted on the tender documentation that is issued.

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

## T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (January 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 on the 8<sup>th</sup> of August 2019 (See [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause number	Tender Data
A.1.1	The employer is <b>Eastern Cape Development Cooperation (ECDC)</b>
A.1.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering procedures</b>            T1.1 - Tender notice and invitation to tender            T1.2 - Tender data</p> <p><b>Part T2 : Returnable documents</b>            T2.1 - List of returnable documents            T2.2 - Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract data</b>            C1.1 - Form of offer and acceptance            C1.2 - Contract data            C1.3 - Performance Bond            C1.4 - Adjudicator's contract</p> <p><b>Part C2: Pricing data</b>            C2.1 - Pricing instructions            C2.2 - Bill of Quantities</p> <p><b>Part C3: Scope of work</b>            C3 - Scope of work</p> <p><b>Part C4: Site information</b>            C4 - Site information</p> <p><b>Part C5: Annex C – Local content declaration</b>            C5 - ANNEX C – Local content declaration – summary schedule</p>

A.1.4	<p><b>During Tender stage all communication shall be through the Procurement Department for attention:</b></p> <p><b>Name: Ms. N. Norexe,</b>  Address: ECDC Head Office at ECDC House  Ocean Terrace Park  Moore Street  Quigney,  East London</p> <p>Tel: 043 704 5600  E-mail: <a href="mailto:tenders@ecdc.co.za">tenders@ecdc.co.za</a> cc <a href="mailto:nnorexe@ecdc.co.za">nnorexe@ecdc.co.za</a></p>
A.2.1	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with CIDB Regulations are eligible to have their tenders evaluated</p> <p><b>Joint ventures are eligible to submit tenders provided that:</b></p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the <b>GB (General Building)</b> class of construction work; not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol>
A.2.1	<p><b>Not Applicable for this Bid</b></p> <p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <ol style="list-style-type: none"> <li>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a ..... or .....*. class of construction work; and</li> <li>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria: .....**</li> </ol>
A.2.2	<p><b>Not Applicable for this Bid</b></p> <p>The employer will compensate the tender as follows</p>
A.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p><b>Paragraph Below is Not Applicable. Bidder to refer to Tender Notice</b></p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>

A.2.12	<p><b>Not Applicable for this Bid</b></p> <p>Main tender offers are not required to be submitted together with alternative tenders.</p>
A.2.12	<p>No alternative tender offers will be considered.</p>
A.2.12	<p><b>Not Applicable for this Bid</b></p> <p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs in confirming the acceptability of the detailed design.</p>
A.2.13.3	<p><b>One original duly signed (by authorised representative) and completed bid document (hardcopy) MUST be submitted inclusive of the terms and conditions of this bid document with any attachments/annexures /returnable required for this Bid.</b></p> <p>A PDF soft copy of the duly signed and completed original bid (e.g., PDF format in Flash drive/disc) should be submitted with the Original duly signed and completed hardcopy bid document however non-submission of a soft copy will not result in the Bid being disqualified.</p> <p>ECDC will not be responsible if your bid is not submitted on time.</p> <p>All bid documents are to be <b>completed in permanent ink.</b></p> <p><b>No alterations of the Bid Document will be allowed.</b></p> <p><b>No correction fluid will be allowed. Corrections should be initialled.</b></p>

<p>A.2.13.5 A.2.15.1</p>	<p>Valid originally firmly bound signed complete tender document (by authorized representative) must be placed in the Bid Box on or before the final date and time of submission.</p> <p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>a) <b>Location of tender box:</b></p> <p>Bid Reference Number: <b>ECDC/INFRA/25/122023</b></p> <p>Project Name: <b>REFURBISHMENT OF MTHATHA GARDEN COURT, EASTERN CAPE – CLUSTER I</b></p> <p>Delivered at Physical Address: <b>ECDC Head Office at ECDC House, Ocean Terrace Park, Moore Street, Quigney, East London,</b></p> <p>Bids/Tender offers must be submitted on or before the final date and time of submission of bids as indicated in the Tender Notice and invitation to Tender</p> <p><b>It is the Bidders responsibility to ensure that all the documents are received on time.</b></p> <p><b>The bid box is open on weekdays between 08h00 and 16h30</b></p>
<p>A.2.13.6 A.3.5</p>	<p><b>Not Applicable for this Bid</b></p> <p>A two-envelope procedure is required.</p>
<p>A.2.13.9</p>	<p>Telephonic, email, telegraphic, telex, email, or facsimile tender offers <b>will not</b> be accepted.</p>
<p>A.2.15</p>	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p>
<p>A.2.16</p>	<p>The tender offer validity period is 90 days.</p>
<p>A.2.18</p>	<p>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.</p> <p><b>Tenders to submit the associated names being part of the returnable documents failure to submit</b></p>
<p>A.2.19</p>	<p>Access shall be provided for the following inspections, tests and analysis:</p> <p>The site is available for viewing the location of the works.</p>
<p>A.2.20</p>	<p>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 Contract Data/Contract of this procurement document</p>
<p>A.2.22</p>	<p><b>Not Applicable for this Bid</b></p> <p>Return all retained tender documents within 28 days after the expiry of the validity period</p>

A.2.23	<p>The tenderer is required to submit with his tender:</p> <p><b>1) Tax Compliance</b>  Bidders must ensure compliance with their tax obligations.</p> <p>In Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status.</p> <p>The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, <b>7 working days</b> will be granted for remedy, failing which the bidder will be disqualified</p>
A.3.1.1	<p>The Employer will respond to requests for clarification received up to 7 working days before the tender closing time.</p>
A.3.4	<p><b>Opening of the Bids</b></p> <p>Tenders will be opened immediately after the closing time for tenders at 12h00 hrs</p> <p>There will be <b>NO PUBLIC OPENING</b> of the Bids received; however, the list of bids received may be published on the ECDC website and will be sent to the Bidders that have submitted bids via email.</p> <p>There will be no discussions with any Bidder/Interested Party that Submitted Proposals/ Bids until evaluation have been complete. Any subsequent discussions shall be at the discretion of ECDC.</p>
A.3.11.1	<p>The financial offer will be reduced to a comparative basis.</p>
A.3.11.2	<p><b>Not Applicable for this Bid</b></p> <p>The procedure for the evaluation of responsive tenders is Method 1</p>

### A.3.11.3 Evaluation Criteria

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2022 as applicable to provincial government business enterprises as listed under schedule 3(D) of the Public Finance Management Act and the ECDC Procurement Policy as amended from time to time.

The procedure for evaluation of tenders is as follows:

<p><b>Stage 1</b></p>	<p><b>Mandatory Tender Returnables</b> Service Providers are to meet all the Mandatory Requirements in order to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified.</p> <p><b>Local Content</b> Stage 1 also involves a valuation of local production and content (goods) only. At this stage Bidders must meet the minimum threshold for local production and content as determined by the DTI for local content before they will be evaluated in terms of preferential procurement points.</p> <p>Bidders to complete the Declaration for Local Production and Content for Designated Sectors and Local Content Declaration: <b>Summary Schedule (Annex C)</b></p>
<p><b>Stage 2</b></p>	<p><b>Functionality:</b> Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of <b>70%</b> for functionality (services) in order to be evaluated for stage 2 (Preferential procurement points).</p>
<p><b>Stage 3</b></p>	<p><b>Preferential Procurement points:</b> <b>Price:</b> Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20.</p>

A.3.11.3 The evaluation criteria and maximum score in respect of each of the criteria are as follows: (Details on Functionality Evaluation are on T2.1)

Functionality Criteria	Maximum number of points
Completed Similar Projects	30
Experience and Qualifications of the Key Personnel	30
Submission of proposed methodology and construction program	10
<b>Maximum possible score for functionality (M<sub>s</sub>)</b>	<b>70</b>

Functionality shall be scored by not less than three evaluators in accordance with the Functionality Criteria Evaluation below

The minimum percentage to be achieved for functionality is **70%**



A.3.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a) the tenderer is Tax Compliant <ul style="list-style-type: none"> <li>✓ tenderers must ensure compliance with their tax obligations.</li> <li>✓ in Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status.</li> <li>✓ the tenderer Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, <b>7 working days</b> will be granted for remedy, failing which the bidder will be disqualified</li> </ul> </li> <li>b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>c) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;</li> <li>d) the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect.</li> </ul> </li> <li>e) the tenderer is able, in the opinion of the employer, to perform the contract free of conflicts.</li> <li>f) 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.</li> <li>g) the tenderer 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.</li> <li>h) the tenderer has the legal capacity to enter into the contract;</li> <li>i) the tenderer is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;</li> <li>j) the tenderer complies with the legal requirements, if any, stated in the tender data; and</li> </ul>
A.3.17	The number of paper copies of the signed contract to be provided by the employer is one (1).

## **Part T2 : Returnable documents**

T2.1 - List of returnable documents

T2.2 - Returnable schedules

## T2.1 - List of returnable documents

### 1. Evaluation Criteria

This bid is subject to the CIDB and Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2017 as applicable to provincial government business enterprises as listed under schedule 3(d) of the Public Finance Management Act and the ECDC Procurement Policy as amended from time to time.

The procedure for evaluation of tenders is as follows:

<b>Stage 1</b>	<b>Mandatory Tender Returnables</b> Service Providers are to meet all the Mandatory Requirements in order to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified.  <b>Local Content</b> Stage 1 also involves an evaluation of local production and content (goods) only. At this stage Bidders must meet the minimum threshold for local production and content as determined by the DTI for local content before they will be evaluated in terms of preferential procurement points.  Service provider to complete the Declaration for Local Production and Content for Designated Sectors and Local Content Declaration: <b>Summary Schedule (Annex C)</b>
<b>Stage 2</b>	<b>Functionality:</b> Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of <b>70%</b> for functionality (services) in order to be evaluated for stage 3 (Preferential procurement points).
<b>Stage 3</b>	<b>Preferential Procurement points:</b> <b>Price:</b> Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20.

## 1.1. MANDATORY LIST OF TENDER RETURNABLES

Service Providers are to meet all the Mandatory Tender Requirements in order to be evaluated further for Stage 1. Failure to submit the Mandatory Requirements as required will result in this bid being disqualified.

Description	Disqualification if not submitted with Bid Document or Bidder is found to be Non-Compliant at the Time of Bid Close	Mandatory Requirement for Award
<p>1. <b>Bidders must be registered on the National Treasury Central Supplier Database (CSD).</b> The following information will be verified on the National Treasury Central Supplier Database:</p> <ul style="list-style-type: none"> <li>• Business Registration including details of directorship and membership, - The bidders' Business Registration Status will be verified on the CSD prior to the bid award and where the preferred bidders status is under deregistration, <b>7 working days</b> will be granted for remedy, failing which the bidder will be disqualified.</li> <li>• ID Number,</li> <li>• Government Employee</li> <li>• Tender Defaulting and Restriction Status. Should the Tender be a restricted supplier or a defaulting supplier they will be disqualified.</li> </ul> <p><b><u>Onus on the Service Provider</u></b> Onus is on the Service Provider to make sure that all these are active and compliant on the CSD at the time of bid closing and tender award. ECDC will verify if the Service Provider has been registered on CSD. Service Provider to submit CSD Number as required in the Cover Page. <b>It is the responsibility of the Service Provider to ensure that the correct CSD Number is provided.</b> If Service Provider is not registered on CSD by the time of closing of the bid they will not be considered for evaluation.</p> <p><b><u>Directors in the Service of State</u></b> Where a person within the Bidding Entity is an Employee of the State, Bidder should</p> <ol style="list-style-type: none"> <li>a. submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- "The PFMA")</li> <li>b. submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee</li> </ol> <p><b>ECDC reserves the right to verify such information from their AO/AA</b></p>	Yes	Yes

	<p><b><u>JV's and Consortium</u></b> Where the Bidder is a JV/Consortium, each firm must be registered on the CSD.</p>		
2.	<p><b>Tax Compliance Requirements:</b></p> <ul style="list-style-type: none"> <li>Bidders must ensure compliance with their tax obligations.</li> <li>The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, <b>7 working days</b> will be granted for remedy, failing which the bidder will be disqualified.</li> <li><b>In Bids where Consortia/Joint venture/sub-contractors are involved, each party must submit a separate proof of Tax Compliance Status Certificate/SARS Pin Number/CSD Number.</b></li> </ul>	No	Yes
3.	<p><b>CIDB Requirements:</b></p> <p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with <b>Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations</b>, for a GB (General Building) class of construction work, are eligible to have their tenders evaluated.</p> <p><b>Joint ventures are eligible to submit tenders provided that:</b></p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB;</li> <li>the lead partner has a contractor grading designation in the <b>GB (General Building)</b> class of construction work; not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.</li> <li>the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol> <p><b>ECDC will verify whether the Bidders have an active and valid CIDB registration as required above</b></p>	Yes (Evaluation Stage)	Yes <b>4 GB or higher</b>
4.	<p><b>Annexure C – Supplier Information (Completed and Signed by the Delegated Authority) Attach Delegation of Authority</b></p>	Yes	Yes
5.	<p><b>Annexure L.– C.1.1 Form of Offer and Acceptance Offer; (Completed and Signed by the Delegated Authority) Attach Delegation of Authority</b></p>	Yes	Yes

6.	<b>Annexure I: Preference Point Claim in terms of the Preferential Procurement Regulations 2022</b>	No	Yes
7.	<b>ANNEXURE K (which includes annex C) : Declaration of Local Content (SBD 6.2) (Completed and Signed by the Delegated Authority) Attach Delegation of Authority</b>	Yes	Yes
8.	<b>Annexure G: BIDDER'S DISCLOSURE (SBD4) (Completed and Signed by the Delegated Authority) Attach Delegation of Authority</b>	Yes	Yes
9.	<b>ANNEXURE J: STATEMENT OF CONSENT TO DATA PROCESSING</b>	Yes	Yes
11.	<b>Annex C – Local Content Declaration (Summary Schedule)</b> (Completed and Signed by the Delegated Authority) Attach Delegation of Authority	Yes	Yes
12.	<p><b>Declaration with regards to Company /Firm Location</b></p> <p><b>Attach</b> a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim.  <b>Failure to submit the declaration and proof of address for each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Locality.</b></p> <p>This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder.</p> <p><b>Failure to submit the declaration and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</b></p>	No	No
	<p><b>Annexure I – (SBD 6.1.): Preferential Points Claim (Signed and Completed).</b></p> <p><b>CSD report will be used to confirm other specific goals listed in Table 1 of the SBD 6.1 document.</b></p> <p><b>Failure to submit the preference points claim and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</b></p>		

14.	<p><b>Duly signed Letter of Authority MUST be submitted authorising the individual to sign</b> on behalf of the bidder if:</p> <p>a) If there are more than one Owner/ Director / Shareholder / Member / Trustee etc. <b>OR</b></p> <p>b) If there is only one Director / Shareholder / Member / Trustee / Owner etc. and they are not the one completing the bid document.</p> <p><b>Note:</b> The Letter of Authority MUST be signed by all directors of the Bidder (or a signed Board Resolution authorising the signatory will be accepted).</p>	Yes	Yes
15.	<b>Priced Bills of Quantities completed in ink.</b>	Yes	Yes
<b>The following will be applicable to Joint Ventures/Consortium</b>			
Consortium/Joint Venture Agreement to enter in a Consortium / Joint Venture signed by all Consortium Members who are Duly Authorized.		Yes	Yes
Resolution of the Board of Directors to enter into a Consortium or Joint Venture from each member firm of the Consortium/Joint Venture for this Bid.		Yes	Yes
<p>Letter of Authority of Signatory(individual) authorizing the Signatory to sign on behalf of the Consortium/JV.</p> <p>The Letter of Authority should be from each member firm and must be signed by all directors of each member firm (or Board Resolution will be accepted).</p>		Yes	Yes
<p><b>Declaration with regards to Company /Firm Location</b></p> <p><b>Attach</b> a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim.  <b>Failure to submit the declaration and proof of address for each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Locality.</b></p>			
<p><b>Annexure I – (SBD 6.1.): Preferential Points Claim (Signed and Completed).</b></p> <p><b>CSD report will be used to confirm other specific goals listed in Table 1 of the SBD 6.1 document.</b></p> <p><b>Failure to submit the preference points claim and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</b></p>			

**KINDLY NOTE THAT, FAILURE TO SUBMIT THE REQUIRED MANDATORY DOCUMENTATION WITH THE BID WILL RESULT IN YOUR BID BEING DISQUALIFIED WITHOUT FURTHER CONSIDERATION.**

**Bidders shall take note of the following conditions:**

1. The successful bidder will be required to submit a Letter of Good Standing from the Compensation Commission within 14 days after award and before the contract can be signed
2. Performance Guarantee to be submitted within 14 days after award.
3. The Bid Validity period is 90 days.
4. An approved and project specific Health and Safety file within 14 days upon appointment.
5. An Approved Construction Methodology to proceed to work in phases.
6. No correction fluid to be used and all errors to be initialled.

**Queries relating to the issue of these documents may be addressed in writing to:**

Ms N. Norexe

[tenders@ecdc.co.za](mailto:tenders@ecdc.co.za) or [nnorexe@ecdc.co.za](mailto:nnorexe@ecdc.co.za)



## 1.2. Stage 1 - Local Production and Content for Designated Sectors and Local Content Declaration

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

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

1. General Conditions 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand 27

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

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

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

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

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid: Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in table 1 below.

Bidder that fails to meet the minimum stipulated threshold for local production and content will be unacceptable and will not proceed to stage 2.

3.3 Table 1 provides the stipulated minimum threshold for local content and production for steel products and components for construction (as described in 3.2)

**Table 1a: Minimum local content for Steel Value-added Products**

Steel Construction Materials	Components	Local Content Threshold
Fabricated Structural Steel	Latticed steelwork, reinforcement steel, columns, beams, plate girders, rafters, bracing, cladding supports, stair stringers & treads, ladders, steel flooring, floor grating, handrailing and balustrading, scaffolding, ducting, gutters, launders, downpipes and trusses	100%
Joining/Connecting Components	Gussets, cleats, stiffeners, splices, cranks, kinks, doglegs, spacers, tabs, brackets	100%
Frames	Doors and Windows	100%
Roof and Cladding	Bare steel cladding, galvanised steel cladding, colour coated cladding	100%
Fasteners	Bolts, nuts, rivets and nails	100%
Wire Products	All fencing products: all barbed wire and mesh fencing, fabric/mesh reinforcing, gabions, wire rope/strand and chains, welding electrodes, nails/tacks, springs and screws	100%
Ducting and Structural Pipework	Non-conveyance tubing fabricated from steel sheeting and plate with structural supports	100%
Gutters, downpipes & launders	Fabricated materials made from sheeting associated with roof drainage systems	100%

**Table 1b: Minimum local content for Primary Steel Products**

Steel Construction Materials	Local Content Threshold
Plates (>4.5mm thick and supplied in flat pieces)	100%
Sheets (<4.5mm thick and supplied in coils)	100%
Galvanised and Colour Coated Coils	100%
Wire Rod and Drawn Wire	100%
Sections (Channels; Angles, I-Beams and H-Beams)	100%
Reinforcing bars	100%

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS: .....

.....

.....

WITNESSES:

1. ....

2. ....

### 1.3. STAGE 2 - FUNCTIONALITY

Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of **70%** for functionality (services) in order to be evaluated for stage 3 (Preferential procurement points).

**Bidder to note the following for Functionality Evaluation:**

- a) Adequate proof supporting the points claimed must be provided. (e.g. documents, agreements, qualifications, previous experience, certifications, etc.)
- b) Failure to submit relevant information with supporting document and adequate proof may result in ECDC not being able to allocate points for the Evaluation Criteria outlined below.

**Table 1: Functionality Evaluation Criteria – Stage 2**

<b>EXPERIENCE (Read with Schedule T.2.2.2(a) requirements)</b>	Allocated Points
Reference letter for building/refurbishments/maintenance projects completed as stipulated below: (Bidder to submit a reference letter for each project completed.) 5 or more reference letters	30
4 reference letters	20
3 reference letters	15
2 reference letters	10
Less than 2 reference letters	0
<b><u>Document to be submitted for points allocation</u></b>	
<b>The Bidder must demonstrate that they have the relevant experience in general building works submitting completed T.2.2.2 (a) reference forms or reference letters of completed general building works (Read with Schedule T.2.2.2(a) requirements)</b>	
Reference letters should indicate the following.	
<ul style="list-style-type: none"> <li>• Signature of the client</li> <li>• Client’s Letter head or Client Stamp</li> <li>• Company name, contact person, contact details (telephone number and email address)</li> <li>• Value of the project</li> <li>• Works carried out</li> <li>• Works have been completed on time /within the stipulated contract period</li> <li>• Good or better quality of workmanship</li> <li>• Assessment of the quality of work performed</li> </ul>	
<b>EXPERTISE (CV’s of other Key Personnel to be included in Returnables)</b>	
<b>Construction Manager</b>	
10 years or more experience on general building contracts	15
Between 5 - and 10 years’ experience on general building contracts	10
Between 3 - and 5 years on general building contracts	5
Less than 3 years’ experience on general building contracts	0

<b>Construction Supervisor (Minimum of National Diploma in The Built Environment Qualifications to be supplied with CV)</b>	
10 years or more experience on general building contracts	10
Between 5- and 10-years' experience on general building contracts	5
Between 3- and 5-years' experience on general building contracts	3
Less than 3 years' experience on general building contracts	0
<b>Health and Safety Officer (Professionally registered CHSO with the SACPCMP)</b>	
10 years or more experience as a Health and Safety Officer in the construction industry	5
5 years but less than 10 years' experience as a Health and Safety Officer in the construction industry	3
3 years but less than 5 years as a Health and Safety Officer in the construction industry	2
Less than 3 years' experience as a Health and Safety Officer in the construction industry	0
<b>PROJECT IMPLEMENTATION PLAN</b>	
Project implementation plan that clearly details the execution on commercial projects	10
Project implementation plan with no detailed execution on commercial projects	0
<b>TOTAL MAXIMUM ACHIEVEABLE POINTS</b>	<b>70</b>
<b>MINIMUM POINTS REQUIRED</b>	<b>49</b>

- a) Only bids that have achieved the minimum qualifying score for functionality will be evaluated further in terms of preferential procurement points (stage 3).
- b) All bids that fail to achieve the minimum score will be disqualified.
- c) The minimum qualifying score (in a percentage) for functionality shall be calculated as follows:

$$P_s = \frac{S_o}{M_s} \times 100 \text{ Where:}$$

$P_s$  = percentage scored for functionality by bid under consideration

$S_o$  = Total score for bid under consideration

$M_s$  = Maximum possible score

The percentages of each panel member shall be added and divided by the number of panel members to establish the average percentage obtained by each bidder for functionality.

## 1.4. Stage 3 – Preference Procurement Point - Evaluation Criteria

Preference points for this bid shall be awarded for price and the specific goal. The maximum points for this bid are allocated as follows:

CRITERIA	POINTS
Price	80
Specific goal	20
<b>TOTAL POINTS</b>	<b>100</b>

- a) Points awarded for price based will be based on the 80/20 Preference point systems
- b) The points scored by the tenderer/bidder for Price will be added to the points scored for ECDC specific goal to obtain the bidder's total points scored out of 100 points.
- c) In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for ECDC specific goal
- d) However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for specific goal, the successful bid must be the one scoring the highest score for functionality.
- e) Should two or more bidders/tenderers be equal in all respects, the award shall be decided by the drawing of lots.
- f) The bidder obtaining the highest number of total points will be awarded the contract.
- g) Points scored will be rounded off to the nearest 2 decimal places.

### h) Price

- (i) The lowest acceptable bid will score 80 points for price.
- (ii) The following formula will be used to calculate the points out of 80 for price in respect of the bid/tender.
- (iii) Preference points for price shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

DETAILS	80/20 PREFERENCE POINT SYSTEM
Rand value (competitive bids or quotations) all applicable taxes included.	<ul style="list-style-type: none"> <li>• Equal and above R30 000 to R50 million, inclusive of all applicable taxes.</li> <li>Below R30 000 if and when considered to be appropriate</li> </ul>
Formulae	$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Ps = Points scored for comparative price of bid / offer under consideration</p> <p>Pt = Comparative price of bid / offer under consideration</p> <p>Pmin = Comparative price of lowest acceptable bid / offer</p>

## Annex A

### Standard Conditions of Tender

*The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (January 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 on the 8<sup>th</sup> of August 2019 (See [www.cidb.org.za](http://www.cidb.org.za)).*

#### A.1 General

##### A.1.1 Actions

A.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 A.2 and A.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

A.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.*

A.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.

##### A.1.2 Tender Documents

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

##### A.1.3 Interpretation

A.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.

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

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

**a) conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

- iii) in compatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration.
- c) **corrupt practice** means the offering, giving, receiving, or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process.
- d) **fraudulent practice** means the misrepresentation of the facts 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.

#### **A.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.

#### **A.1.5 Cancellation and Re-Invitation of Tenders**

A.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation.
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

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

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

#### **A.1.6 Procurement procedures**

##### **A.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to A.3.13, be concluded with the tenderer who in terms of A.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.

##### **A.1.6.2 Competitive negotiation procedure**

**A.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 A.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of A.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**A.1.6.2.2** All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of A.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.

**A.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.

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

## **A.2 Tenderer's obligations**

### **A.2.1 Eligibility**

**A.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.

**A.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.

### **A.2.2 Cost of tendering**

**A.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.

**A.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.

### **A.2.3 Check documents**

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

### **A.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.

### **A.2.5 Reference documents**

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

### **A.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.

### **A.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.

### **A.2.8 Seek clarification**

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

### **A.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.

### **A.2.10 Pricing the tender offer**

**A.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 fourteen (14) days before the closing time stated in the tender data.

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

**A.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.

**A.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.

### **A.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.

### **A.2.12 Alternative tender offers**

A.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.

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

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

### **A.2.13 Submitting a tender offer**

A.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 identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

A.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.

A.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.

A.2.13.4 Sign (Signature by authorized personnel) 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.

A.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.

A.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.

A.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.

A.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.

A.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.

#### **A.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.

#### **A.2.15 Closing time**

A.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.

A.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.

#### **A.2.16 Tender offer validity**

A.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.

A.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.

A.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).

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

#### **A.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.*

### **A.2.18 Provide other material**

A.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.

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

### **A.2.19 Inspections, tests and analysis**

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

### **A.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.

### **A.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.

### **A.2.22 Return of other tender documents**

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

### **A.2.23 Certificates**

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

## **A.3 The employer's undertakings**

### **A.3.1 Respond to requests from the tenderer**

A.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

A.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements.
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

### **A.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.

### **A.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.

### **A.3.4 Opening of tender submissions N/A**

A.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.

A.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points ECDC specific goal and time for completion for the main tender offer only.

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

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

A.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.

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

### **A.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.

### **A.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.

### **A.3.8 Test for responsiveness**

A.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.

A.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.

### **A.3.9 Arithmetical errors, omissions and discrepancies**

A.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.

A.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 A.3.11 for:

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

A.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.

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

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

### **A.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.

### **A.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.

<b>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</b>	
<b>Requirement</b>	<b>Qualitative interpretation of goal</b>
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
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.

**A.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.

**A.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.

### **A.3.13 Acceptance of tender offer**

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

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

### **A.3.14 Prepare contract documents**

A.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 other revisions agreed between the employer and the successful tenderer.

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

### **A.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.

### **A.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.

### **A.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.

### **A.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.

## ANNEXURE B

### ADDITIONAL CONDITIONS OF TENDER OF ECDC

*Where the CIDB standard condition of tender does not address the following, clauses on the ECDC standard conditions of tender, the ECDC Standard condition of tender will be additional.*

#### 1.1 Alteration or withdrawal of Proposals

Bidders may withdraw their proposal by written notification on or before the date Specified for the evaluation of Bids.

#### 1.2 Alternative Bid

Alternative Bids will not be accepted

#### 1.3 Costs for preparation of Proposals/presentations

The costs incurred by Bidders in respect of the attendance of any briefing or presentation meetings if necessary or costs incurred in preparing any proposal will be borne by the Bidder and the ECDC shall in no way be liable to reimburse such costs incurred.

#### 1.4 Ownership of Proposals and presentations

The ECDC shall on receipt of any proposal relating to this request and submitted in accordance with the procedure set out herein, shall become the owner thereof and the ECDC shall not be obliged to return any proposal.

#### 1.5 Tax Clearance Certificate requirement

It is a condition of all bids inclusive of foreign bidders / individuals) that the South African taxes of the successful bidder must be in order.

The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, **7 working days** will be granted for remedy, failing which the bidder will be disqualified.

In Bids where Consortia/Joint venture/Sub-Contractors are involved, each party will be verified separately for proof of Tax Compliance Status.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za)

#### 1.6 Confidentiality

The entire process of calling for Bids was initiated by the ECDC in terms of its procurement policy and is confidential. All deliberations in respect of the acceptability or otherwise of the proposals shall be conducted in closed sessions and members of the Evaluation and Procurement Committee and prospective service providers are bound to treat all discussions as highly confidential.

The service provider shall not divulge directly or indirectly to any other person than a person employed by ECDC, make copies or extracts of any of the information obtained during this assignment, while they may have access to ECDC's trade secrets, confidential information which may include, specifications, plans, drawings, pattern, samples, written instructions, notes, memoranda, technical information, know-how or process or method or any other records of whatsoever nature without the written consent of ECDC and shall surrender all these items to ECDC on termination of the assignment or on demand of ECDC.

The service provider shall not be entitled to make use of the information whether for its own benefit or that of others, to make available or derive any profit from any of the information or knowledge specifically related to the business or affairs of ECDC.



Any document shall remain the property of ECDC and shall be returned (all copies) to ECDC on completion of the contract if so required by ECDC.

## **1.7 Inventions Patent and Copy-Rights**

The service provider cedes, assigns and transfers to ECDC all rights, title and interest in and to any and all copyright in all works and inventions which relates to the business of ECDC (which includes, but is not limited to, methodologies and products) which arises within the course and scope of this services will be assigned to ECDC.

The Service Provider shall Provide ECDC the sole and exclusive right to alter and adapt the work.

The service provider shall indemnify ECDC against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by ECDC.

## **1.8 Ethics**

Any attempt by an interested Bidder to obtain confidential information, or enter into unlawful agreements with competitors or influence the various ECDC Procurement Committee's or the ECDC during the process of examining, evaluating and comparing Bids/Proposals or Proposals will lead to the rejection of its bid/quotation/proposal in its entirety.

The Bidder must declare any business or other interests it has with the ECDC or any employee of the ECDC, as per the declaration of interest form annexed hereto marked in Section D; failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.

## **1.9 Competition**

Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.

In general, the attention of bidders is drawn to Section 4(1) (b) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.

An agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder/s is / are or a contractor(s) was / were involved in collusive bidding.

If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.

Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

In this regard bidders are required to complete the Certificate of Independence Bid Determination, failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.

If a bidder (s) or contractor (s), based on reasonable grounds or evidence obtained by ECDC, has /have engaged in the restrictive practice referred to above, ECDC may refer the matter to the Competition Commission for investigation and possible imposition of an administrative penalty as contemplated in Section 59 of the Competition Act 89 of 1998.

If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, ECDC may in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such an item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) for conducting business with the public sector for a period of not exceeding 10 (ten) years and / or claim damages from the bidder(s) / contractor(s) concerned.

## **1.10 Cancellation of Bid Process**

The ECDC shall be entitled, within its sole and entire discretion, to cancel this Bid/Call for Proposals and/or Quotations at any time and shall notify the interested service providers accordingly. The ECDC shall in no way be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid. The publication of the bid does not commit the ECDC to appoint any of the qualifying Bidders.

## **1.11 Interviews**

In terms of the bid evaluation process short listed bidders may be interviewed. This will entail the bidder being invited to a venue as determined by the bid committee. All transport and accommodation costs incurred by the bidder will be for the bidders account and will not be reimbursed in any way. Failure to attend a scheduled interview will lead to immediate disqualification from the bid process. The ECDC reserves the right to appoint a bidder without conducting interviews.

## **1.12 Contract award**

The successful bidder will be notified of the bid award in writing by the Procurement Department.

The acceptance of any proposal shall only be confirmed with the conclusion of a final written signed service level agreement or any other appropriate agreement between the ECDC and the successful Bidder, in terms of which the rights and duties of the parties are recorded, which agreement shall regulate the relationship between the ECDC and the Successful Bidder.

As a guideline regarding the content of the service level agreement, the bidder is referred to the JBCC PBA (6.2 edition).

Until such time that an appropriate agreement has been concluded in writing between the ECDC and the successful Bidder, no rights shall be conferred nor shall any legitimate expectations be conferred to the successful Bidder to carry out the works or services provided for in this Bid.

The ECDC, the Accounting Officer and the Bid Committee (as the case may be) does not bind itself to accept either the lowest (price), highest (points) or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the Institution even if it implies a waiver by the ECDC, the Accounting Officer, or the Bid Committee, (as the case may be) of certain requirements which the ECDC, the Accounting Officer, the Bid Committee, (as the case may be) considers to be of minor importance and not complied with by the bidder.

The ECDC will not entertain any request of feedback before the final awarding of the contract.

## **1.13 Supplier Due Diligence**

ECDC reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

## **1.14 Disclaimer**

This Bid document has been prepared for the purpose of providing information to interested Bidders. The provision of any additional information about the organization to Bidders, are disclosed and will be made available to enable the prospective Bidders to submit comprehensive proposals.

Interested Bidders are accordingly required to conduct their own due diligence in respect of the ECDC and its business operations and the nature and scope of the services required.

The ECDC accepts no responsibility for the fairness, accuracy or completeness of any information or opinions, for any errors, omissions or misstatements, negligent otherwise, made by any person in this Bid document or at any Compulsory briefing session.

The ECDC accepts no liability for any loss incurred by any person(s) due to events or action taken as a consequence of the preparation and dissemination of this bid request.

Except in cases of criminal negligence or wilful misconduct, and in the case of infringement the bidder shall not be liable to ECDC, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the bidder to pay penalties and/or damages to ECDC; and

The aggregate liability of the bidder to ECDC, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

### 1.15 Contact and Communication

A nominated official of the bidder(s) can make enquiries in writing, to the specified person on the table below. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

The delegated office of ECDC, Procurement Department, may communicate with Bidder(s) where clarity is sought in the bid proposal.

Any communication to an official or a person acting in an advisory capacity for ECDC in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

All communication between the Bidder(s) and ECDC must be done in writing.

Details	Bidding Procedure
Department	Procurement Department
Contact person	Ms N. Norexe
Telephone number	043 704 5600
E-mail address	<a href="mailto:tenders@ecdc.co.za">tenders@ecdc.co.za</a>

## ETHICS & FRAUD HOTLINE REPORTING CHANNELS

### HOTLINE DETAILS



HOTLINE DETAILS	
Hotline Name:	ECDC Ethics & Fraud Hotline
Contact Number:	0800 116 665
WhatsApp Number:	0860 004 004
Dedicated Email Address:	<a href="mailto:ecdc@behonest.co.za">ecdc@behonest.co.za</a> <a href="mailto:aidc@behonest.co.za">aidc@behonest.co.za</a>
SMS Number:	48691
Free Post	BNT165, Advance Call Pty (Ltd), Brooklyn Square, 0075
Website Link	<a href="http://www.behonest.co.za">www.behonest.co.za</a>
Chat	<a href="http://www.behonest.co.za">www.behonest.co.za</a>

Whilst all due care has been taken in connection with the preparation of this bid, ECDC makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. ECDC, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by ECDC (other than minor clerical matters), the Bidder(s) must promptly notify ECDC

in writing of such discrepancy, ambiguity, error or inconsistency in order to give ECDC an opportunity to consider what corrective action is necessary (if any).

Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by ECDC will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

## **T2.2. - Returnable schedules**

T2.2.1 – Declarations:

T2.2.2 – Functionality Evaluation Schedules

**ANNEXURE C: SUPPLIER INFORMATION/COMPANY ENTERPRISE QUESTIONNAIRE**

**Note:** Mandatory Requirement. Failure to complete and Sign this document will result in the bid being non responsive.

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

<b>Legal Name of Bidder :</b> (Same as CSD)	
<b>Trading Name of Bidder:</b> (Same as CSD)	
<b>Registration Number</b> (Same as CSD)	
<b>Physical Address</b>	
<b>Postal Address</b>	
<b>Contact Person (of the JV if a the Bidder is a JV)</b>	
<b>Title/Position in the Firm</b>	
<b>Mobile Number (of the JV if a the Bidder is a JV)</b>	
<b>Bidder Telephone Number (of the JV if a the Bidder is a JV)</b>	
<b>Facsimile Number</b>	
<b>Email Address of Contact Person (of the JV if a the Bidder is a JV)</b>	
<b>Email Address of Bidder(of the JV if a the Bidder is a JV)</b>	
<b>VAT Registration Number</b> (Same as CSD)	
<b>Central Supplier Database Number</b>	<b>MAAA</b>

<b>CIDB Registration Number</b>			
<b>B-BBEE STATUS VERIFICATION</b>			
<b>Very Important:</b> <b>(Attach B-BBEE Status Verification from Accredited Service Provider or B-BBEE Sworn Affidavit (for EME's and QSEs) must be submitted in order to qualify for preference points for B-BBEE)</b>			
<b>Are the Accredited Representative in South Africa for the Goods/Services/Works Offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes enclose Proof)	<b>Are you a foreign based supplier for the Goods/Services/Works Offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, answer the questionnaire Below)
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
Is the Entity a resident of the Republic of South Africa (RSA)		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the Entity have a branch in the RSA?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the Entity have a permanent establishment in the RSA?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the Entity have any source of income in the RSA		<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>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 (SARS) and if not register</b>			
<b><u>VERY IMPORTANT</u></b>  Where a person within the Bidding Entity is an Employee of the State, Bidder should <ol style="list-style-type: none"> <li>submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- "The PFMA")</li> <li>submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee</li> </ol> <b>ECDC reserves the right to verify such information from their AO/AA</b>			

**SERVICE PROVIDER ACKNOWLEDGEMENT OF REQUEST AND TERMS AND CONDITIONS:**

I..... (NAME) HEREBY ACCEPT THE TERMS OF THIS REQUEST FOR BID AND ACKNOWLEDGE THAT I AM APPROPRIATELY DELEGATED TO RESPOND ON BEHALF OF (ATTACH DELEGATION OF AUTHORITY)

.....

**(NAME OF BIDDER).**

Print Name

Date

Designation

Signature

**Annexure D: Location**

1	Where is the Bidder's main office?	
	Other offices:	



**Annexure G: BIDDER'S DISCLOSURE (SBD4)**

**Note:** Mandatory Requirement. Failure to complete and Sign this document will result in the bid being non responsive.

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2. Do you, connected with the bidder, have a relationship with any person who is employed by the procuring institution? or any person **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:  
.....  
.....

<sup>1</sup> 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.

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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 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

<b>SIGNATURE OF BIDDER OF DELEGATED AUTHORITY</b>		<b>DATE</b>	
---	--	-------------	--

<sup>2</sup> 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.

**ANNEXURE H: STATEMENT OF CONSENT TO DATA PROCESSING**

**In terms of the provisions of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013)**

1. I, \_\_\_\_\_ (full names of the **client/applicant**),  
 Identity number \_\_\_\_\_ (**“the applicant”**)  
 do hereby grant my consent to the Eastern Cape Development Corporation (“the ECDC”) and its appointed processor to process my personal data for the purpose of any or all of the undermentioned actions, being the legitimate reasons for processing and/or using my personal data.
2. I accept that my personal information will only be utilized for the purposes it was collected, that the information will only be retained for as long as is necessary and required by law, and that I have the right to view such information at any time, as well as requested correction or deletion of my personal information held by the ECDC.
3. I am aware that I may withdraw my consent at any time by using the relevant Data Subject Consent Withdrawal Form.
4. I herewith consent to the ECDC official / staff member / employee or agent collecting and having access to my personal information.
5. I expressly consent to the ECDC official / staff member / employee or agent to collect and process this information for the purpose of **considering my application for funding / leasing / employment alternatively for considering our bid document.**
6. I expressly consent to the ECDC or its official / staff member / employee or agent having access to my personal information contained in my application for lease, employment, funding, my bid document or any other administrative document required by the ECDC for processing.
7. I expressly consent to the ECDC or its official / staff member / employee or agent using my personal information to communicate with me in person / via telephone / email / video call / fax / WhatsApp / any form of social media.
8. I expressly consent that the ECDC or its official / staff member / employee or agent may discuss any of my personal information with any of its officials / staff members / employees or agents that may at any stage of my application be involved in considering same and forward any such information to any ECDC relevant committee or forum.
9. I expressly consent to the ECDC or its official / staff member / employee or agent **handing over any outstanding accounts to debt collection third parties (applicable to properties/development finance and business support unit).**
10. I expressly consent to the ECDC or its official / staff member / employee or agent handing over my personal information for purposes of verification of my credit profile or record, references or any purpose required in terms of the law.

<b>SIGNATURE of the DELEGATED AUTHORITY</b>		<b>DATE</b>	
---	--	-------------	--

**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 **Principle applicable for this tender /quotation is:**

- a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	
51% and above black owned enterprise	10
Eastern Cape Based Supplier	05
51 % and above woman owned enterprises.	03
51 % and above youth owned enterprises	02
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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**

“**tender**” means a written offer in the form determined by an organ of state in response to an invitation to

- (a) 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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) & \mathbf{or} & P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

- P<sub>s</sub> = Points scored for price of tender under consideration
  - P<sub>t</sub> = Price of tender under consideration
  - P<sub>min</sub> = Price of lowest acceptable tender
- 

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) & \mathbf{or} & P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Price of tender under consideration
- P<sub>max</sub> = 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—
- (c) 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
  - (d) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>SPECIFIC GOALS</b>				
51% and above black owned enterprises		10		
Eastern Cape Based Supplier		05		
51 % and above woman owned enterprises.		03		
51 % and above youth owned enterprises		02		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....  
.....  
.....  
.....

**ANNEXURE K: SBD 6.2 – Declaration Certificate For Local Production And Content for Designated Sector**  
**Note: Mandatory Requirement. Failure to complete and Sign this document will result in the bid being non responsive.**

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2022 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates ( Annex C ( Local Content Declaration: Summary Schedule) , D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C) .

## 1. General Conditions

- 1.1 Preferential Procurement Regulations, 2022 make provision for the promotion of local production and content.
- 1.2 Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced/manufactured goods with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for bids referred to in paragraphs 1.2 , a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and Specific Goals.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = 1 - \left( \frac{x}{y} \right) \times 100$$

Where

- x imported content  
y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1268:2011 is accessible on <http://www.thedti/industrialdevelopment/ip.jsp> at no cost**

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

## 2. Definitions

- 2.1 “bid” includes advertised competitive bids, written price quotations or proposals;
- 2.2 “bid price” price offered by the bidder, excluding value added tax (VAT);
- 2.3 “contract” means the agreement that results from the acceptance of a bid by an organ of state;



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

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

**Table 1**

Designated Sector /Sub-sector/ Industries	Minimum threshold for local content
Roof sheeting	100%
Cement	100%
High tensile steel reinforcement	100%
Roof insulation	100%
Aluminium gutters and downpipes	100%
HDPE pipes	100%
Paint	100%

<p>For more details on the designated sectors for local production and their minimum threshold and any amendment from time to time, please visit the following website <a href="http://www.thedt.gov.za/industrial%20development/ip.jsp">http://www.thedt.gov.za/industrial development/ip.jsp</a></p>
--

3. **Does** any portion of the services, works or goods offered have any imported content?  
(Tick Applicable Box)

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

- 3.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

**IN RESPECT OF BID No.** .....

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

.....

**NB**

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

Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp)

Bidders should first complete Declaration D After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C.

**Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph C below.**

Declaration D and E should be kept by the Bidder for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names), do hereby declare, in my

capacity as .....

of .....(name of bidder entity), the following:

The facts contained herein are within my own personal knowledge.

I have satisfied myself that

- the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011 and

The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 and information contained in Declaration D and E which has been consolidated in Declaration C above :

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E**

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011

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

**NAME:** \_\_\_\_\_

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

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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

The below listed declarations are attached in the next three pages that follow;

- **Declaration C SATS 1286.2011**
  - Local Content Declaration – Summary Schedule
  
- **Declaration D SATS 1286.2011**
  - Imported Content Declaration – Supporting Schedule to declaration C
  
- **Declaration E SATS 1286.2011**
  - Local Content Declaration \_- Supporting Schedule to declaration C
  
- Bidders should first complete annexure D, after completing annexure D, bidders should complete annexure E and then consolidate the information on annexure C.
- Annexure C should be submitted with the with the bid documentation on the closing date in order to substantiate the declaration made on annexure J.
- The successful bidder is required to continuously update annexures C, D and E with the actual for the duration of the contract.
- Bidders should obtain copies of certificates of trading the subject materials from manufactures/suppliers and attach them in the bid document in order to substantiate annexure J above.

**NB: Tenderers to complete and sign annexures C, D and E even if they claim 100% of local content**

**Templates of Declarations C, D and E follow:**

## Annex C

### Local Content Declaration - Summary Schedule

- (C1) Tender No.
- (C2) Tender description:
- (C3) Designated product(s)
- (C4) Tender Authority:
- (C5) Tendering Entity name:
- (C6) Tender Exchange Rate:
- (C7) Specified local content %

Note: VAT to be excluded from all calculations

Pula  EU  GBP

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
1	Roof Sheetting						100%				
2	Cement						100%				
3	Steel Reinforcement						100%				
4	Roof Insulation						100%				
5	Gutters and downpipes						100%				
6	HDPE Pipes						100%				
7	Paint						100%				

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Signature of tenderer from Annex B

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

**Annex D**

**Imported Content Declaration - Supporting Schedule to Annex C**

(D1) Tender No.		Note: VAT to be excluded from all calculations
(D2) Tender description:		
(D3) Designated Products:		
(D4) Tender Authority:		
(D5) Tendering Entity name:		
(D6) Tender Exchange Rate:	Pula <input type="text"/> EU <input type="text"/> GBP <input type="text"/>	

**A. Exempted imported content**

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	currency value as per Foreign Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	incurred All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											

This total must correspond with Annex C - C 21

**B. Imported directly by the Tenderer**

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											

**C. Imported by a 3rd party and supplied to the Tenderer**

Calculation of imported content										Summary	
Description of Imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

**D. Other foreign currency payments**

Calculation of imported content					Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

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



## Guidance Document for the Calculation of Local Content

### 1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

### 2. GENERAL

#### 2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
  - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
  - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
  - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

#### NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and  
Annexure B is the Local Content Declaration IN SATS 1286:2011.

#### 2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

#### 2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

##### 2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.



As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

#### 2.3.1.1 Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

#### 2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

#### 2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

### **2.3.2. Local Content**

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

## **3. ANNEXURE C**

### **3.1. Guidelines for completing Annexure C: Local Content Declaration –**

#### **Summary Schedule**

*Note: The paragraph numbers correspond to the numbers in Annexure C.*

#### **C1. Tender Number**

Supply the tender number that is specified on the specific tender documentation.

#### **C2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

#### **C3. Designated products**

Supply the details of the products that are designated in terms of this tender (i.e. buses).

#### **C4. Tender Authority**

Supply the name of the tender authority.

#### **C5. Tendering Entity name**

Provide the tendering entity name (for example, Anybody Bus Builders (Pty) Ltd).

#### **C6. Tender Exchange Rate**

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal

Bidding Document (MBD) 6.2.

**C7. Specified local content %**

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

**C8. Tender item number**

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

**C9. List of items**

Provide a list of the item(s) corresponding with the tender item number. This may be a short description or a brand name.

**Calculation of local content**

**C10. Tender price**

Provide the unit tender price of each item excluding VAT.

**C11. Exempted imported content**

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

**C12. Tender value net of exempted imported content**

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

**C13. Imported value**

Provide the ZAR value of the items' imported content.

**C14. Local value**

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

**C15. Local content percentage (per item)**

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

**Tender Summary**

**C16. Tender quantity**

Provide the tender quantity for each item number as per the tender specification.

**C17. Total tender value**

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

**C18. Total exempted imported content**

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

**C19. Total imported content**

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

**C20. Total tender value**

Total tender value is the sum of the values in column C17.

**C21. Total exempted imported content**

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

**C22. Total tender value net of exempted imported content**

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

**C23. Total imported content**

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

**C24. Total local content**

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

**C25. Average local content percentage of tender**

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

**4. ANNEXURE D****4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”**

*Note: The paragraph numbers correspond to the numbers in Annexure D.*

**D1. Tender number**

Supply the tender number that is specified on the specific tender documentation.

**D2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

**D3. Designated products**

Supply the details of the products that are designated in terms of this tender (i.e. buses).

**D4. Tender authority**

Supply the name of the tender authority.

**D5. Tendering entity name**

Provide the tendering entity name (i.e. Anybody Bus Builders (Pty) Ltd).

**D6. Tender exchange rate**

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**Table A. Exempted Imported Content****D7. Tender item number**

Provide the tender item number(s) of the product(s) that have imported content.

**D8. Description of imported content**

Provide a list of the exempted imported product(s), if any, as specified in the tender.

**D9. Local supplier**

Provide the name of the local supplier(s) supplying the imported product(s).

**D10. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

**D11. Imported value as per commercial invoice**

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

**D12. Tender exchange rate**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D13. Local value of imports**

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using

the tender exchange rate (D12) disclosed in the tender documentation.

**D14. Freight costs to port of entry**

Provide the freight costs to the South African Port of the exempted imported item.

**D15. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

**D16. Total landed costs excluding VAT**

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

**D17. Tender quantity**

Provide the tender quantity of the exempted imported products as per the tender specification.

**D18. Exempted imported value**

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

**D19. Total exempted imported value**

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

**Table B. Imported Directly By Tenderer**

**D20. Tender item numbers**

Provide the tender item number(s) of the product(s) that have imported content.

**D21. Description of imported content:**

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

**D22. Unit of measure**

Provide the unit of measure for the product(s) imported directly by the tenderer.

**D23. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

**D24. Imported value as per commercial invoice**

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

**D25. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D26. Local value of imports**

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

**D27. Freight costs to port of entry**

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

**D28. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

**D29. Total landed costs excluding VAT**

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

**D30. Tender quantity**

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

**D31. Total imported value**

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

**D32. Total imported value by tenderer**

The total value of imports by the tenderer is the sum of the values in column D31.

**Table C. Imported by Third Party and Supplied to the Tenderer****D33. Description of imported content**

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

**D34. Unit of measure**

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

**D35. Local supplier**

Provide the name of the local supplier(s) supplying the imported product(s).

**D36. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the imported products.

**D37. Imported value as per commercial invoice**

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

**D38. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D39. Local value of imports**

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

**D40. Freight costs to port of entry**

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

**D41. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

**D42. Total landed costs excluding VAT**

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

**D43. Quantity imported**

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

**D44. Total imported value**

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

**D45. Total imported value by third party**

The total imported value from the third party is the sum of the values in column D44.

**Table D. Other Foreign Currency Payments**

**D46. Type of payment**

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc.).

**D47. Local supplier making the payment**

Provide the name of the local supplier making the payment.

**D48. Overseas beneficiary**

Provide the name of the overseas beneficiary.

**D49. Foreign currency value paid**

Provide the value of the listed payment(s) in their foreign currency.

**D50. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D51. Local value of payments**

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

**D52. Total of foreign currency payments declared by tenderer and/or third party**

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

**D53. Total of imported content and foreign currency payment**

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

**5. ANNEXURE E**

**5.1. Guidelines to completing Annexure E: “Local Content Declaration- Supporting Schedule to Annexure C”**

*The paragraph numbers correspond to the numbers in Annexure E*

**E1. Tender number**

Supply the tender number that is specified on the specific tender documentation.

**E2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

**E3. Designated products**

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

**E4. Tender authority**

Supply the name of the tender authority.

**E5. Tendering entity name**

Provide the tendering entity name (for example, Anybody Bus Builders (Pty) Ltd Ltd).

**Local Goods, Services and Works**

**E6. Description of items purchased**

Provide a description of the items purchased locally in the space provided.

**E7. Local supplier**

Provide the name of the local supplier that corresponds to the item listed in column E6.

**E8. Value**

Provide the total value of the item purchased in column E6.

**E9. Total local products (Goods, Services and Works)**

Total local products (goods, services and works) is the sum of the values in E8.

**E10. Manpower costs:**

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

**E11. Factory overheads:**

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

**E12. Administration overheads and mark-up:**

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

**E13. Total local content:**

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.

## **T2.2 .2- Functionality Evaluation Schedules**



## T2.2.2a: SIMILAR PROJECTS COMPLETED SUCCESSFULLY WITH REFERENCE LETTERS

**Note:** Mandatory Returnable Schedule. Failure to submit as required will result in the bid being nonresponsive.

<b>Project title:</b>	<b>REFURBISHMENT OF MTHATHA GARDEN COURT, EASTERN CAPE – CLUSTER I</b>
<b>Bid No:</b>	<b>ECDC/INFRA/25/122023</b>

**Bidders are required to provide a schedule of similar work in complexity that was successfully completed with contactable references as per the attached forms below.**

**OR**

***Submit a reference letter that indicates the following***

*Signature of the Client*

*On Clients Letter Head or Client Stamp*

*Company Name, contact person, contact details (telephone number and email etc)*

*Value of the Project*

*Scope of works carried out*

*Works have been completed on time/within stipulated contract period*

*Good or better workmanship*

# Reference No 1



<b>Project title:</b>	<b>REFURBISHMENT OF MTHATHA GARDEN COURT, EASTERN CAPE – CLUSTER I</b>
<b>Bid No:</b>	<b>ECDC/INFRA/25/122023</b>

Sir/Madam,

We are in the process of evaluating \_\_\_\_\_ for the above project.  
**Tenderers Company Name**

They have listed you as a reference. Please evaluate the contractor's performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD	VALUE OF WORK

### 1. KNOWLEDGEABLE IN THE FIELD IN WHICH THIS BID RELATES TO

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

### 2. TIME PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

### 3. FINANCIAL PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

### 4. COMMENTS:

\_\_\_\_\_

\_\_\_\_\_

Project Manager/Principal Agent: \_\_\_\_\_ **Place company stamp below:**

Tel: \_\_\_\_\_

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

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

# Reference No 2



<b>Project title:</b>	<b>REFURBISHMENT OF MTHATHA GARDEN COURT, EASTERN CAPE – CLUSTER I</b>
<b>Bid No:</b>	<b>ECDC/INFRA/25/122023</b>

Sir/Madam,

We are in the process of evaluating \_\_\_\_\_ for the above project.

**Tenders Company Name**

They have listed you as a reference. Please evaluate the contractor's performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD (Start and End Date)	VALUE OF WORK

**1. KNOWLEDGEABLE IN THE FIELD IN WHICH THIS QUOTATION RELATES TO**

<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>FAIR</b>	<b>POOR</b>
5	4	3	2	1

**2. TIME PERFORMANCE**

<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>FAIR</b>	<b>POOR</b>
5	4	3	2	1

**3. FINANCIAL PERFORMANCE**

<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>FAIR</b>	<b>POOR</b>
5	4	3	2	1

**4. COMMENTS:**

\_\_\_\_\_

\_\_\_\_\_

Project Manager/Principal Agent: \_\_\_\_\_ **Place company stamp below:**

Tel: \_\_\_\_\_

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

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

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

Reference No 3



<b>Project title:</b>	<b>REFURBISHMENT OF MTHATHA GARDEN COURT, EASTERN CAPE – CLUSTER I</b>
<b>Bid No:</b>	<b>ECDC/INFRA/25/122023</b>

Sir/Madam,

We are in the process of evaluating \_\_\_\_\_ for the above project.  
**Tenderers Company Name**

They have listed you as a reference. Please evaluate the contractor’s performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

<b>NAME OF EMPLOYER</b>	<b>NAME OF PROJECT</b>	<b>CONTRACT PERIOD (Start and End Date)</b>	<b>VALUE OF WORK</b>

**1. KNOWLEDGEABLE IN THE FIELD IN WHICH THIS QUOTATION RELATES TO**

<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>FAIR</b>	<b>POOR</b>
<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>

**2. TIME PERFORMANCE**

<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>FAIR</b>	<b>POOR</b>
<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>

**3. FINANCIAL PERFORMANCE**

<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>FAIR</b>	<b>POOR</b>
<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>

**4. COMMENTS:**

\_\_\_\_\_

\_\_\_\_\_

Project Manager/Principal Agent: \_\_\_\_\_ **Place company stamp here:**

Tel: \_\_\_\_\_

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

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

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

Reference No 4



<b>Project title:</b>	<b>REFURBISHMENT OF MTHATHA GARDEN COURT, EASTERN CAPE – CLUSTER I</b>
<b>Bid No:</b>	<b>ECDC/INFRA/25/122023</b>

Sir/Madam,

We are in the process of evaluating \_\_\_\_\_ for the above project.

**Tenderers Company Name**

They have listed you as a reference. Please evaluate the contractor’s performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD (Start and End Date)	VALUE OF WORK

**1. KNOWLEDGEABLE IN THE FIELD IN WHICH THIS QUOTATION RELATES TO**

<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>FAIR</b>	<b>POOR</b>
5	4	3	2	1

**2. TIME PERFORMANCE**

<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>FAIR</b>	<b>POOR</b>
5	4	3	2	1

**3. FINANCIAL PERFORMANCE**

<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>FAIR</b>	<b>POOR</b>
5	4	3	2	1

**4. COMMENTS:**

\_\_\_\_\_

\_\_\_\_\_

Project Manager/Principal Agent: \_\_\_\_\_ **Place company stamp**

**here:**

Tel: \_\_\_\_\_

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

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



<b>Project title:</b>	<b>REFURBISHMENT OF MTHATHA GARDEN COURT, EASTERN CAPE – CLUSTER I</b>
<b>Bid No:</b>	<b>ECDC/INFRA/25/122023</b>

Sir/Madam,

We are in the process of evaluating \_\_\_\_\_ for the above project.

**Tenderers Company Name**

They have listed you as a reference. Please evaluate the contractor's performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

<b>NAME OF EMPLOYER</b>	<b>NAME OF PROJECT</b>	<b>CONTRACT PERIOD (Start and End Date)</b>	<b>VALUE OF WORK</b>

**k) KNOWLEDGEABLE IN THE FIELD IN WHICH THIS QUOTATION RELATES TO**

<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>FAIR</b>	<b>POOR</b>
<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>

**l) TIME PERFORMANCE**

<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>FAIR</b>	<b>POOR</b>
<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>

**m) FINANCIAL PERFORMANCE**

<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>FAIR</b>	<b>POOR</b>
<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>

**n) COMMENTS:**

\_\_\_\_\_

\_\_\_\_\_

Project Manager/Principal Agent: \_\_\_\_\_ **Place company stamp**

**here:**

Tel: \_\_\_\_\_

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

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

## **T2.2.2 b – Construction Method Statement**

<b>Project title:</b>	<b>REFURBISHMENT OF MTHATHA GARDEN COURT, EASTERN CAPE – CLUSTER I</b>
<b>Bid No:</b>	<b>ECDC/INFRA/25/122023</b>

### **Work Organization Program and Scheduling**

**Bidder to provide a Detailed Gantt Chart (Works Breakdown Structure Program) Showing:**

- **Summary tasks**
- **Indicating a Critical Path**
- **Time-lines within the project period**

Work organization program and scheduling to be attached here

**T2.2.2 c – Key Personnel Qualifications  
(Construction Manager)**

<b>Project title:</b>	<b>REFURBISHMENT OF MTHATHA GARDEN COURT, EASTERN CAPE – CLUSTER I</b>
<b>Bid No:</b>	<b>ECDC/INFRA/25/122023</b>

Attach document here



**T2.2.2 d – Key Personnel Qualifications  
(Construction Supervisor)**

<b>Project title:</b>	<b>REFURBISHMENT OF MTHATHA GARDEN COURT, EASTERN CAPE – CLUSTER I</b>
<b>Bid No:</b>	<b>ECDC/INFRA/25/122023</b>

Attach document here

**T2.2.2 e – Key Personnel Qualifications  
(OHS Safety Officer)**

<b>Project title:</b>	<b>REFURBISHMENT OF MTHATHA GARDEN COURT, EASTERN CAPE – CLUSTER I</b>
<b>Bid No:</b>	<b>ECDC/INFRA/25/122023</b>

Attach document here

**T2.2.2 f – Key Personnel Qualifications  
(Skilled Staff)**

<b>Project title:</b>	<b>REFURBISHMENT OF MTHATHA GARDEN COURT, EASTERN CAPE – CLUSTER I</b>
<b>Bid No:</b>	<b>ECDC/INFRA/25/122023</b>

Attach document here

**T2.2.2 g – Key Personnel Experience  
(Semi-Skilled Support Staff)**

<b>Project title:</b>	<b>REFURBISHMENT OF MTHATHA GARDEN COURT, EASTERN CAPE – CLUSTER I</b>
<b>Bid No:</b>	<b>ECDC/INFRA/25/122023</b>

Attach document here

## T2.2.2 h – Contactable References

<b>Project title:</b>	<b>REFURBISHMENT OF MTHATHA GARDEN COURT, EASTERN CAPE – CLUSTER I</b>
<b>Bid No:</b>	<b>ECDC/INFRA/25/122023</b>

**Provide a schedule of contactable references**

Attach document here

## T2.2.2 i – Scope of Works and Detailed Specifications

**Note:** Mandatory Returnable Schedule. Failure to submit as required will result in the bid being non-responsive.

<b>Project title:</b>	<b>REFURBISHMENT OF MTHATHA GARDEN COURT, EASTERN CAPE – CLUSTER I</b>
<b>Bid No:</b>	<b>ECDC/INFRA/25/122023</b>

**Tenderer herewith confirms by signing below that he has read and understand the full scope of works and associated detailed specifications of this contract.**

**The client will not entertain any additional amount claimed due to a lack of understanding the full spectrum of the works.**

Company Name:

.....

Tenderer

Name:.....Signature.....Date.....

Company Authorised/

Accountable Person Name:.....Signature.....Date.....

Company Stamp:

## **THE CONTRACT**

### **Part C1: Agreements and Contract data**

C1.1 - Form of offer and acceptance

C1.2 - Contract data

C1.3 - Form of Guarantee

## C1.1 - Form of offer and acceptance



**Annexure L:**

**C.1.1 FORM OF OFFER AND ACCEPTANCE OFFER**

**Note:** Mandatory Requirement. Failure to complete and Sign this document will result in the bid being non responsive.

**OFFER**

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

**PROJECT: REFURBISHMENT OF MTHATHA GARDEN COURT, EASTERN CAPE – CLUSTER I**

**Bid No : ECDC/INFRA/25/122023**

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 Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

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

**R ..... (in figures)**

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

**Rand (in words)**

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

**THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY:** (cross out block which is not applicable)

Company or close corporation:

.....  
And: whose registration number is:

.....  
And: whose income tax reference number is:

.....

Trading under the name and style of:  
 .....

<p><b>AND WHO IS:</b></p> <p>Represented herein, and who is duly authorized to do so, by:</p> <p>Mr/Mrs/Ms:</p> <p>.....</p> <p>In his/her capacity as:</p> <p>.....</p>	<p><b>Note:</b></p> <p>A resolution/power of attorney, signed by all the directors/ members/ partners of the legal entity must accompany this offer, authorizing the representative to make this offer.</p>
--	---

**SIGNED FOR THE TENDERER:**

<b>Name of Representative</b>	<b>Signature</b>	<b>Date</b>

**SIGNED BY WITNESS:**

<b>Name of Representative</b>	<b>Signature</b>	<b>Date</b>

The tenderer elects as its *domicilliumcitandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address)

.....

.....

Other contact details of the tenderer are:

Telephone no

.....

Cellular phone no

.....

Fax no

.....

Postal address

.....

Banker

.....

Branch

.....

**ACCEPTANCE**

By signing this part of this form of offer and acceptance, ECDC accepts the bidder's offer. Acceptance of the bidder's offer shall form an agreement between the ECDC and the bidder 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 the contract to be concluded.

- Agreements and Contract Data, (which includes this Agreement)
  - Pricing data
  - Scope of work.
  - Site information and drawings
- and documents or parts thereof, which may be incorporated by reference into the volumes above.

Deviations from and amendments to the documents listed in the bid data and any addenda thereto as listed in the bid schedules as well as any changes to the terms of the offer agreed by the bidder and ECDC during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless agreed by both parties.

The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the ECDC's Legal Department to arrange documentation to be provided in terms of the conditions of contract identified in the contract. 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 bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder within five working 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.

**Signed for the ECDC:**

<b>Name of representative</b>	<b>Capacity</b>	<b>Date</b>
.....		
.....		
.....		
.....		
<b>Address</b>	<b>Signature</b>	

**Witnessed by:**

<b>Name of witness</b>	<b>Signature</b>	<b>Date</b>

## 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 becomes 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 document 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 document arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1	Subject	
	Details	
2	Subject	
	Details	
3	Subject	
	Details	

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

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

### Signed for the ECDC

Name of Representative	Capacity	Signature

### Signed by Bidder:

Name of Representative	Capacity	Signature

## C1.2 - Contract data

**REFER TO ANNEXURE M**

## C1.3 – Form of Guarantee

**PERFORMANCE GUARANTEE  
PRO FORMA**

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

**Contract No:** ECDC/INFRA/25/122023

**Project Name:** REFURBISHMENT OF MTHATHA GARDEN COURT, EASTERN CAPE – CLUSTER I

**WHEREAS:** Eastern Cape Development Corporation  
(hereinafter referred to as the Employer”)

**GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means .....  
Physical address: .....  
“Employer” means: .....  
“Contractor” means: .....  
“Guarantor” means: .....  
“Employers Agent” means: .....  
“Works” means: .....  
“Site” means: .....

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

“Contract Sum” means: The accepted amount inclusive of tax of R .....  
Amount in words: .....

“Guaranteed Sum” means: The maximum aggregate amount of R .....  
Amount in words: .....

Type of Performance Guarantee: ..... (Insert Variable or Fixed)

“Expiry Date” means: ..... (Give 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.



## **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. PERFORMANCE GUARANTEE**

- 1.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 1.2 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 the 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.
- 1.3 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.

### **2. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES**

- 2.1 The Guarantor hereby acknowledges that:
  - 2.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be constructed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
  - 2.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 2.2 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 the receipt of the documents identified in 3.2.1 to 3.2.3:
  - 2.2.1 A copy of the first written demand issued by the Employer to the Contractor stating that the 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 with seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
  - 2.2.2 A first writing demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
  - 2.2.3 A copy of the aforesaid payment certified which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.

- 2.3 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:
- 2.3.1 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
- 2.3.2 A provisional or final sequestration or liquidation court order has been granted against the Contractor and that a Performance Guarantee is called up in terms of 3.3; and
- 2.3.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 2.4 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.
- 2.5 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 and 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 and resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment made by the Guarantor to the Employer until the date of refund.
- 2.6 Payment by the Guarantor in terms of 3.2 and 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 2.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 2.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider 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.
- 2.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

2.10 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 is has expired.

2.11 The performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.

2.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of and district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

**Signed at:**

.....

**Date:**

.....

**Guarantor's signatory (1):**

.....

**Capacity:**

.....

**Guarantor's signatory (2):**

.....

**Capacity:**

.....

**Witness signatory (1):**

.....

**Witness signatory (2):**

.....

## **Part C2: Pricing data**

### C2.1 - Pricing instructions

## C2.1 - Pricing instructions

## C2.1: Pricing Instructions

### C2.1.1 PREAMBLE TO THE SCHEDULE OF PRICES

- C2.1.1.1 **All** prices shall be quoted in the currency of the Republic of South Africa and will be held to be firm unless otherwise stated, in which case sufficient information must be afforded at the time of tendering to indicate the basis on which payment shall be adjusted.
- C2.1.1.2 The Tenderer shall enter a price against each item in the schedule of prices. If the Tenderer fails to enter a price against any item in the schedule of prices the relevant cost for such item shall be regarded as being covered by other prices in the schedule of prices. **Should an item specifically be excluded from the offer submitted, such tender will be regarded as non-responsive and not be considered.**
- C2.1.1.3 The prices quoted against each item of these schedules shall cover the full inclusive cost of everything required for the execution of the work under the item plus an apportionment of any cost involved in meeting the obligations and liabilities imposed by the conditions of contract and in complying with the specifications.
- C2.1.1.4 The prices quoted for the supply of plant and equipment shall include for all handling, loading, transporting and off-loading required for the delivery of the plant and equipment to the site, including in the case of off-site storage for double handling at the store.
- C2.1.1.5 The prices quoted for erection and installation shall include for all handling, loading, transporting and off-loading, to take plant and equipment to place on site where required, erection, installation, painting, commissioning, operating, testing, adjusting, handing over in proper working order and upholding for a period of 12 months, all as specified.
- C2.1.1.6 Any additional charges in connection with off-site storage which there may be over and above the prices quoted in the various sections of these schedules of prices shall be set out in detail by the Tenderer.
- C2.1.1.7 The tendered rates and amounts must exclude Value Added Tax (VAT) but must include all levies, other taxes and duties on items to which they apply. Separate provision has been made in the Tender Summary for the purpose of VAT.
- C2.1.1.8 Amounts allowed for contingencies will be spent in part or as a whole at the sole discretion of the Principal Agent.
- C2.1.1.9 Schedule of Prices shall be completed and signed in **black ink**. Corrections must be done by deleting, rewriting and initialling next to the amendment.
- C2.1.1.10 **The Bills of Quantities are not to be used for the purpose of ordering materials.**

# DAYWORK SCHEDULE

This Day work Schedule shall be used at the discretion of the Principal Agent for the valuation of extra work, which cannot conveniently be valued at the rates submitted in the Schedule of Quantities.

The rates entered for labour and materials shall not be inclusive of overhead charges and profit, site supervision of staff, insurance, holidays with pay, use and maintenance of small hand tools and non-mechanical plant, travelling allowances, other emoluments and allowances, provision being made for the insertion of percentage, to cover all these items which are henceforth termed "on-costs". The rate used in the deduction of the value of the day work being thus the basic rate plus the percentage "on-costs".

In the case of plant no "on-cost" item is provided. The rate entered shall include any of the above "on-costs" which are pertinent and shall include operator's costs, consumable stores, maintenance, etc.

The Tenderer must fill in each item listed below, or his tender may be rejected as being incomplete.

## A LABOUR

1. Labourers ..... per hour plus .....% "On-Cost"
2. **Gangers ..... per hour plus .....% "On-Cost"**
3. Tradesmen ..... per hour plus .....% "On-Cost"

## B EQUIPMENT (where not listed in scheduled items)

Description of Work	Rate per hour
.....	.....
.....	.....
.....	.....

Rate for standing time: ..... % of working rate

## C MATERIAL

The Tenderer shall state here the percentage "On-Cost" he will add to the basic price of materials: .....%

TENDERER'S NAME: .....COMPANY STAMP:

SIGNATURE: .....

DATE: .....

## C2.2 - Bill of Quantities



Item No		Quantity	Rate	Amount
	<p><b><u>SECTION 1</u></b></p> <p><b><u>BILL NO. 1</u></b></p> <p><b><u>PRELIMINARIES</u></b></p> <p><b><u>BUILDING AGREEMENT AND PRELIMINARIES</u></b></p> <p>The JBCC Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described</p> <p>The JBCC Principal Building Agreement contract data form an integral part of this agreement</p> <p>The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these bills of quantities, amended as hereinafter described</p> <p>The contractor is deemed to have referred to the above-mentioned documents for the full intent and meaning of each clause. In addition the contractor is deemed to have referred to the amendments to the general conditions of contract as well as the specific conditions of contract</p> <p>The clauses in the above-mentioned documents are hereinafter referred to by clause number and heading only</p> <p>Where any item is not relevant to this agreement such item is marked N/A signifying "not applicable"</p> <p>Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the above-mentioned documents</p>			
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**PREAMBLES FOR TRADES**

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

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

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

**STRUCTURE OF THIS PRELIMINARIES BILL**

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

Section B : A recital of the headings of the individual clauses in the aforementioned JBCC General Preliminaries (refer to JBCC)

Section C : A recital of the headings of the individual special clauses to meet the particular circumstances of the project

**PRICING OF PRELIMINARIES**

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

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**SECTION A: PRINCIPAL BUILDING AGREEMENT**

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**Interpretation (A1-A7)**

- 1 Clause 1.0 - Definitions and interpretation
- 2 Pricing of bills of quantities
- 3 The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated on the summary page of these bills of quantities
- 4 Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained
- 5 Prices for all construction equipment, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary
- 6 Abbreviated descriptions
- 7 The items in these bills of quantities utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the contractor shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of international best practice
- 8 Legal status of contractor

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9	If the contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:			
10	1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement			
11	2. These persons shall notify the employer of their leader who has assigned authority to bind the contractor and each of these persons			
12	F:..... V:..... T:.....	Item		
13	3. The contractor shall not alter its composition or legal status without the prior written consent of the employer			
14	Clause 2.0 - Law, regulations and notices			
15	F:..... V:..... T:.....	Item		
16	Clause 3.0 - Offer and acceptance F:..... V:..... T:.....	Item		
17	Clause 4.0 - Cession and assignment F:..... V:..... T:.....	Item		
18	Clause 5.0 - Documents			
19	Value Added Tax			
20	Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT)			
21	Priced document as specification Clause 5.4 is deemed to be deleted The principal agent shall decide which portion of the priced document may be used as a specification of materials and goods or methods, if any			
22	Electronic issue of drawings All drawings for this project will be issued electronically and the contractor shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [5.6]			
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23	F:..... V:..... T:.....	Item	
24	Clause 6.0 - Employer's agents		
25	Delegated authority The authority of the principal agent to issue contract instructions [17.1] and perform duties for specific aspects of the works may be delegated to agents and will be defined by the principal agent at site handover		
26	F:..... V:..... T:.....	Item	
27	Clause 7.0 - Design responsibility F:..... V:..... T:.....	Item	
<b><u>Insurances and securities (A8-A11)</u></b>			
28	Clause 8.0 - Works risk F:..... V:..... T:.....	Item	
29	Clause 9.0 - Indemnities F:..... V:..... T:.....	Item	
30	Clause 10.0 - Insurances F:..... V:..... T:.....	Item	
31	Clause 11.0 - Securities		
32	F:..... V:..... T:.....	Item	
<b><u>Execution (A12 - A17)</u></b>			
33	Clause 12.0 - Obligations of the parties		
34	Office accommodation The contractor shall provide and maintain until practical completion office accommodation with tables and chairs for meetings to be held on the site. The contractor shall also provide adequate office space for the CLO and resident engineer. Such offices shall be kept clean and fit for use at all times [12.2.18]		
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35 Notice board The contractor shall erect in a position approved by the principal agent, maintain and remove on practical completion a notice board recommended by the South African Institute of Architects and as approved by the principal agent listing the names and logos of the employer, the contractor and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the principal agent for such notice boards to be erected [12.2.18]

36 Statutory and other notices

37 The contractor shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the works by the contractor. The contractor shall pay all deposits or fees in this regard

38 It is, however, specifically recorded that the employer shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto

39 F:..... V:.....  
T:.....

Item

40 Clause 13.0 - Setting out F:.....  
V:..... T:.....

Item

41 The contractor to take due care of the property as it will be fully functional during construction

42 Clause 14.0 - Nominated subcontractors

43 F:..... V:.....  
T:.....

Item

44 Clause 15.0 - Selected subcontractors

45 F:..... V:.....  
T:.....

Item

46 Clause 16.0 - Direct contractors Attendance on direct contractors In respect of direct contractors the contractor shall:

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47	F:..... V:..... T:.....	Item	
48	Clause 17.0 - Contract instructions Site instructions  Instructions issued on site are to be recorded in a site instruction book (Numbered triplicate copy book) which is to be supplied and maintained on site by the contractor The contractors shall prepare, maintain and update weekly, an electronic summary of all site instruction issued for approval by the QS & PA		
49	F:..... V:..... T:.....	Item	
	<b><u>Completion (A18 - A24)</u></b>		
50	Clause 18.0 - Interim completion	N/A	
51	Clause 19.0 - Practical completion F:..... V:..... T:.....	Item	
52	Clause 20.0 - Completion in sections		
53	F:..... V:..... T:.....	Item	
54	Clause 21.0 - Defects liability period and final completion		
55	F:..... V:..... T:.....	Item	
56	Clause 22.0 - Latent defects liability period F:..... V:..... T:.....	Item	
57	Clause 23.0 - Revision of the date for practical completion  Substitution of materials and goods The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [17.1.8; 23.1 & 2]		
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58	F:..... V:..... T:.....	Item	
59	Clause 24.0 - Penalty for late or non-completion F:..... V:..... T:.....	Item	
<b><u>Payment (A25 - A27)</u></b>			
60	Clause 25.0 - Payment		
61	F:..... V:..... T:.....	Item	
62	Clause 26.0 - Adjustment of the contract value and final account		
63	Fluctuations in costs All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor [26.9.5]		
64	Cost of claims All costs incurred by the contractor in the preparation of claims shall be borne by the contractor. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this agreement [30.6 & 7] from making a determination on costs		
65	Claims from subcontractors The contractor shall review, assess and adjudicate any claims received by him from any subcontractor and thereafter submit same to the principal agent with a recommendation in order to assist the principal agent in adjudicating the claim [26.6]		
66	F:..... V:..... T:.....	Item	
67	Clause 27.0 - Recovery of expense and/or loss F:..... V:..... T:.....	Item	
<b><u>Suspension and termination (A28 - A29)</u></b>			
68	Clause 28.0 - Suspension by the contractor		
69	F:..... V:..... T:.....	Item	
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70	Clause 29.0 - Termination		
71	F:..... V:..... T:.....	Item	
	<b><u>Dispute resolution (A30)</u></b>		
72	Clause 30.0 - Dispute resolution F:..... V:..... T:.....	Item	
73	F:..... V:..... T:.....	Item	
	<b><u>SECTION B - JBCC PRELIMINARIES</u></b>		
	<b><u>Definitions and interpretation (B1)</u></b>		
74	Clause 1.1 - Definitions F:..... V:..... T:.....	Item	
75	Clause 1.2 - Interpretation F:..... V:..... T:.....	Item	
	<b><u>Documents (B2)</u></b>		
76	Clause 2.1 - Checking of documents F:..... V:..... T:.....	Item	
77	Clause 2.2 - Provisional bills of quantities These bills of quantities are provisionally measured. F:..... V:..... T:.....	Item	
78	Clause 2.3 - Availability of construction information		
79	F:..... V:..... T:.....	Item	
80	Clause 2.4 - Ordering of materials and goods F:..... V:..... T:.....		
	The bill of quantities is not to used for ordering of materials	Item	

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**Previous work and adjoining properties (B3)**

- |    |   |      |  |
|----|---|------|--|
| 81 | Clause 3.1 - Previous work - dimensional accuracy<br>F:..... V:.....<br>T:..... | Item |  |
| 82 | Clause 3.2 - Previous work - defects<br>F:..... V:.....<br>T:.....              | Item |  |
| 83 | Clause 3.3 - Inspection of adjoining properties<br>F:..... V:.....<br>T:.....   | Item |  |

**The site (B4)**

- |    |  |      |  |
|----|--|------|--|
| 84 | Clause 4.1 - Handover of site in stages<br>F:..... V:.....<br>T:.....            | Item |  |
| 85 | Clause 4.2 - Enclosure of the works  | Item |  |
| 86 | F:..... V:.....<br>T:.....   |      |  |
| 87 | Clause 4.3 - Geotechnical and other investigations<br>F:..... V:.....<br>T:..... | Item |  |
| 88 | Clause 4.4 - Encroachments F:.....<br>V:..... T:.....                            | Item |  |
| 89 | Clause 4.5 - Existing premises occupied<br>F:..... V:.....<br>T:.....            | Item |  |
| 90 | Clause 4.6 - Services - known F:.....<br>V:..... T:.....                         | Item |  |

**Management of contract (B5)**

- |    |  |      |  |
|----|--|------|--|
| 91 | Clause 5.1 - Management of the works<br>F:..... V:.....<br>T:..... | Item |  |
| 92 | Clause 5.2 - Progress meetings F:.....<br>V:..... T:.....          | Item |  |

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93	Clause 5.3 - Technical meetings F:..... V:..... T:.....	Item	
	<b><u>Samples, shop drawings and manufacturer's instructions (B6)</u></b>		
94	Clause 6.1 - Samples of materials F:..... V:..... T:.....	Item	
95	Clause 6.2 - Workmanship samples F:..... V:..... T:.....	Item	
96	Clause 6.3 - Shop drawings F:..... V:..... T:.....	Item	
97	Clause 6.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....	Item	
	<b><u>Deposits and fees (B7)</u></b>		
98	Clause 7.1 - Deposits and fees F:..... V:..... T:.....	Item	
	<b><u>Temporary services (B8)</u></b>		
99	Clause 8.1 - Water F:..... V:..... T:.....	Item	
100	Clause 8.2 - Electricity F:..... V:..... T:.....	Item	
101	Clause 8.3 - Ablution and welfare facilities F:..... V:..... T:.....	Item	
102	Clause 8.4 - Communication facilities F:..... V:..... T:.....	Item	
	<b><u>Prime cost amounts (B9)</u></b>		
103	Clause 9.1 - Responsibility for prime cost amounts F:..... V:..... T:.....	Item	
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	<b><u>Attendance on subcontractors (B10)</u></b>		
104	Clause 10.1 - General attendance F:..... V:..... T:.....	Item	
105	Clause 10.2 - Special attendance F:..... V:..... T:.....		
	<b><u>General (B11)</u></b>		
106	Clause 11.1 - Protection of the works  The Contractor shall take due care in protecting the existing Five Star hotel and not disrupt the hotel's operations. The will be held responsible for any damages caused by them to the existing facility  F:..... V:..... T:.....	Item	
107	Clause 11.2 - Protection/isolation of existing works and works occupied in sections  The building will be occupied during the construction period.  F:..... V:..... T:.....	Item	
108	Clause 11.3 - Security of the works Security to be provided by the contractor at his expense.  F:..... V:..... T:.....	Item	
109	Clause 11.4 - Notice before covering work F:..... V:..... T:.....	Item	
110	Clause 11.5 - Disturbance		
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111 Disturbance All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the construction period or contract value whatsoever

By entering into a Contract with the Employer, the Contractor shall be deemed to have indemnified the Employer against and accepts entire responsibility for any claims, costs, damages and all other loss of whatsoever nature or delays which may arise on the above grounds

F:..... V:.....T:.....

Item

112 Clause 11.6 - Environmental disturbance

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

114 Clause 11.7 - Works cleaning and clearing

F:..... V:.....  
T:.....

Item

115 Clause 11.8 - Vermin F:.....

V:..... T:.....

Item

116 Clause 11.9 - Overhand work F:.....

V:..... T:.....

Item

117 Clause 11.10 - Tenant installations F:.....

V:..... T:.....

Item

118 Clause 11.11 - Advertising F:.....

V:..... T:.....

Item

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**SECTION C: SPECIAL PRELIMINARIES**

119 Clause C1 - Contractor To Be Responsible

The Contractor acknowledges that the principal objective of his appointment is his expert knowledge in the execution of the scope of work of this Contract. The Contractor shall therefore be solely responsible for all aspects of the construction of the Works including but not limited to management, resourcing, programming, co-ordination, etc., all as required for the type of project described within the time limits and quality standard specified. The Employer, Principal Agent and the other Consultants are in no way responsible for any act or omission on the part of the Contractor which may result in any patent or latent defects in materials or workmanship, breach or neglect of any Local Authority Regulations. The Contractor remains at all times responsible for any such neglect, deviation or wrong act, whether the same be discovered before or after the Final Certificate, or any other Certificate is approved. The Contractor shall also comply with all legal and labour regulations.

F:..... V:.....  
T:.....

Item

120 Clause C2 - Warranties

Warranties shall be sought by the Principal Agent from all nominated or selected firms carrying out work or supplying goods. All warranties and guarantees issued by Subcontractors shall be underwritten by the Contractor. The Contractor shall obtain and hand over to the Principal Agent at practical completion, all relevant guarantees and maintenance instructions provided by manufacturers, suppliers or subcontractors, suitably filed together.

F:..... V:.....  
T:.....

Item

121 Clause C3 - Indemnities

Indemnities shall be sought by the Principal Agent from all Contractors undertaking any design responsibility.

F:..... V:.....  
T:.....

Item

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122 Clause C4 - Work Or Installations By Direct Contractors

Pursuant to Clause 22 the Employer and his Tenants shall have the right to employ other Contractors (hereinafter referred to as "Direct Contractors") to execute any special or other works or installation whether contained in this Contract or not, concurrently with the work being executed under this Contract. The Contractor shall not be entitled to any percentage, profit or discount on the value of any work executed by "Direct Contractors" other than attendance on specific items as specified elsewhere in these Bills of Quantities but shall nevertheless allow these Direct Contractors and the Employer's Tenants and employees to have access to the Works, allocate reasonable space in the building for the storage of their materials, tools and equipment, and relate the work of such Direct Contractors to the Contract Programme as necessary, all to the satisfaction of the Principal Agent. The Contractor shall also allow the Direct Contractors, etc. to use, free of charge, the latrine accommodation and water and power supply on the Site, and shall not in any way hinder or prevent the execution of their work.  
 F:..... V:.....  
 T:.....

Item

123 Clause C5 - As-Built Drawings

The Contractor shall be required to ensure that, at the end of the project, copies of the plumbing, drainage and fire services reticulation layouts showing the position of main pipe runs, the positions of stopcocks and all other salient information are submitted to the Principal Agent. All such as-built drawings are to be lodged prior to the issue of the certificate of works completion.  
 F:..... V:.....  
 T:.....

Item

124 Clause C6 - Use Of Site

The Contractor shall not use the site for any purpose other than carrying out the Works.  
 F:..... V:.....  
 T:.....

Item

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125 Clause C7 - Interpretation Of Drawings, Specifications And Bills Of Quantities

Should any part or parts of the Drawings, Specifications or Bills of Quantities not be clearly legible to the Contractor, or the material or articles to be used in the execution of the Works be considered insufficiently described or the manner in which the work is to be carried out not be clear, the Contractor must obtain from the Principal Agent the necessary information to clarify such Drawings, Specification, Bills of Quantities or instructions which request shall be in writing. The Contractor shall be held solely responsible for and shall, at his own expense, rectify any errors arising out of incorrect interpretation of the Drawings, Specifications, Bills of Quantities or instructions.

F:..... V:.....  
T:.....

Item

126 Clause C8 - Ownership and Care of Drawings and Documents

All drawings and documents are to be considered the sole property of the Employer and are to be returned to them on completion of the Works. The drawings, etc., are to be used by the Contractor for the purpose of this Contract only. All drawings must be properly cared for, protected and kept in good condition.

F:..... V:.....  
T:.....

Item

127 Clause C9 - Checking of Drawings and Specifications

Upon receipt of detail drawings for any work, the Contractor shall, before putting that work in hand, ascertain that the dimensions given on the detail drawings correspond with the dimensions of any work already built and which governs the sizes of any work for which details are now issued. In the event of the detail drawings not agreeing with the works already built, the discrepancy shall be brought to the Principal Agent's attention timeously and the detail drawings shall be returned at once for alterations

F:..... V:.....  
T:.....

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128 Clause C10 - Scale of Dimensions

All dimensions will be figured on the drawings or may be calculated from figured dimensions and are always to be followed. No dimensions shall be obtained by scaling.

F:..... V:.....  
T:.....

Item

129 Clause C11 - Contract Instructions

Instructions issued on Site shall be recorded in a Contract instruction book supplied by the Contractor. Only site instructions issued in such book shall be recognised. Site instructions to the Contractor and various Sub-contractors may be issued only by the Principal Agent and shall be issued via the Contractor.

F:..... V:.....  
T:.....

Item

130 Clause C12 - Encroachment by Contractor

During the course of the building operations the Contractor shall be held entirely responsible for any encroachment onto any adjoining properties or servitudes as a result of his default and the cost of any remedial measures arising there from as required by the Principal Agent shall be borne by the Contractor.

F:..... V:.....  
T:.....

Item

131 Clause C13 - Security at Completion

The Contractor shall account for and hand over to the Employer all keys, properly labelled with itemised schedule to be signed by the Employer as receipt.

F:..... V:.....  
T:.....

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132	<p><b>Clause C14 - Condemned Work</b></p> <p>The Contractor shall remove from the site all materials condemned by the Principal Agent, whether incorporated in the Works or not. He shall replace and re-execute such work in accordance with the Contract and without expense to the Employer. The Contractor shall also bear the expense (including Professional Fees) of making good all other work destroyed or damaged by such removal or replacement.</p> <p>F:..... V:..... T:.....</p>	Item	
133	<p><b>Clause C15 - Labour Record</b></p> <p>The Contractor shall provide to the Principal Agent, at intervals to be agreed to by the Principal Agent, a written daily record, in schedule form, showing the number and descriptions of tradesmen and labourers currently employed on the Works, including those employed on subcontracts.</p> <p>F:..... V:..... T:.....</p>	Item	
134	<p><b>Clause C16 - Plant Record</b></p> <p>The Contractor shall provide to the Principal Agent, at intervals to be agreed to by the Principal Agent, a written daily record, in schedule form, showing the number, type and capacity of all plant, excluding hand tools, currently employed on the Works.</p> <p>F:..... V:..... T:.....</p>	Item	
135	<p><b>Clause C17 - Costs of Claims</b></p> <p>All costs incurred by the Contractor in the preparation of claims to the satisfaction of the Principal Agent and/or Quantity Surveyor shall be borne by the Contractor.</p> <p>F:..... V:..... T:.....</p>	Item	
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136 Clause C18 - Declaration of Insurance

A declaration of insurance shall be sought by the Principal Agent from the party responsible for affecting the applicable insurance cover.

F:..... V:.....  
T:.....

Item

137 Clause C19 - Insurances

The Contractor warrants that he shall give all notices and shall observe all the terms and conditions and requirements of all insurances applicable to this Contract. Where the Contractor is responsible for the appointment of subcontractors then the Contractor shall:

1. Ensure that potential and appointed subcontractors are aware of the whole content of Clauses 10.0, 11.1 and 12.1.
2. Enforce the compliance of subcontractors with these Clauses where applicable.

F:..... V:.....  
T:.....

Item

138 Clause C20 - Adjustment Of Attendance

The amounts allowed by the Contractor against the respective attendance items will not vary.

F:..... V:.....  
T:.....

Item

139 Clause C21 - Overloading By The Contractor Or Subcontractor

The Contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the Works. The Contractor shall submit details of his proposed loading, storage, plant erection, etc., to the Principal Agents for their approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the Engineer's requirements in connection with the provision of temporary support work, etc.

F:..... V:.....  
T:.....

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140	<p>Clause C22 - Quality</p> <p>Quality inspections will be carried out timeously prior to handover to ensure quality at an earliest stage. The Contractor is to provide a designated snagging team to do remedial work.</p> <p>F:..... V:..... T:.....</p>				Item
141	<p>Clause C23 - Cleaning</p> <p>No claims for clearing or carting away any earth, rubbish or superfluous materials, including that of any Subcontractor, shall be accepted. All such materials must be cleared regularly at the end of each shift and in addition as and when directed by the Principal Agent. All electrical wiring must be protected from dust and water. Should the Contractor fail to carry out any or all of the above the Principal Agent will arrange for such clearing and cleaning as is necessary to be carried out by others and recover the cost as debits against Certificate Payments.</p> <p>F:..... V:..... T:.....</p>				Item
142	<p>Clause C24 - Hazardous Material Survey</p> <p>The Contractor must undertake a comprehensive hazardous material survey on the project site, as defined by the South African Occupational Health and Safety Act (OH&amp;S) and/or other relevant legislation; and whenever asbestos, lead or polychlorinated biphenyls (PCBs) were found, they have been removed in accordance with the standards listed under.</p> <p>F:..... V:..... T:.....</p>				Item
143	<p>Clause C25 - Subcontracting</p> <p>The Contractor takes full responsibility of managing all appointed sub-contractors. The Contractor must also include any overhead costs for these appointed sub-contractors.</p> <p>F:..... V:..... T:.....</p>				Item
<b>Carried to Collection</b>					
<p>Section No. 1 Bill No. 1 Preliminaries <b>ASEDA CONSULTING ENGINEERS</b></p>					
					R

144 Clause C26 - Compliance With Permit To Work  
The contractor to comply with all required work permits  
F:..... V:.....  
T:.....

Item

145 Clause C27 - Accommodation of traffic for construction works  
As some of the work will be taking place in the parking are, the contractor to take due care for accommodation of traffic.  
F:..... V:.....  
T:.....

Item

146 Clause C28 - Trade Names  
Wherever a trade name for any product has been described in the bills of quantities / lump sum document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders. If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for  
F:..... V:.....  
T:.....

Item

147 Clause C29 - Temporary Protection  
Temporary protection, as per Engineers requirements of existing, roads, fencing, entrances, water, sewer, stormwater, telephone, electrical, etc. services to be affected by the works.  
F:..... V:.....  
T:.....

Item

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148 Clause C30 - Planning of Municipal Connections  
  
 Planning and managing connections into existing sewer pipelines, aerator basin, clarifiers, manholes, etc. including liaison with relevant authorities

F:..... V:.....  
 T:.....

Item

149 Clause C31 - Dayworks  
  
 Where in the opinion of the Principal Agent any extra work cannot properly be measured or valued, the Contractor will be allowed daywork prices therefore calculated upon the costs together with the stated percentages.

F:..... V:.....  
 T:.....

Item

**SUMMARY OF CATEGORIES**

**Category : Fixed**

**R..... Category : Value**

**R..... Category : Time**

**R.....**

150 **Preliminaries (Section A)**

Item

151 **JBCC Preliminaries (Section B)**

Item

152 **Special Preliminaries (Section C)**

Item

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	<p><b><u>SECTION 2</u></b></p> <p><b><u>BILL NO 1</u></b></p> <p><b><u>ALTERATIONS (PROVISIONAL)</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>For preambles refer to "Specification of Materials and Methods to be used", OW 371</p> <p><b><u>NOTE</u></b></p> <p>All prices/rates to be net, excluding Value Added Tax</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>Nature of ground</u></p> <p>For nature of ground see "Notes to Tenderers"</p> <p><u>Nature of work</u></p> <p>Tenderers are advised to visit the site and thoroughly acquaint themselves with the nature of demolitions, the nature and extent of the work to be done and adequate provisions are to be made in in tendered rates for items not specifically mentioned which they may deem necessary for the proper completion of the work</p>			
	<b>Carried to Collection</b>		R	
	<p>Section No. 2 Bill No. 1 ALTERATIONS <b>ASEDA CONSULTING ENGINEERS</b></p>			

Demolitions of buildings

Tenderers are to note that tendered rates for the demolitions of buildings are to cater for the following:

- The temporary closing off and/or diversion of existing services, i.e. water supply, sewer lines, etc
- The complete ripping out and removal of old foundations and dead underground services as referred to above
- Trenches, holes, etc. created as a result of the removal of foundations, services, etc. shall be backfilled with approved filling material and compacted to 95% Mod AASHTO density
- All other disturbed levels shall be ripped for a depth of 150mm, including breaking down oversize material and compacted to 93% Mod AASHTO density
- It will, at all times throughout the contract period, be expected from the Contractor to, immediately after each portion of demolishing has been completed, remove and cart away all building rubble generated to a dumping site to be located by the Contractor off the premises. The temporarily dumping and/or stockpiling of rubble on site will not be permitted

Carting away of excessive and/or unsuitable excavated material, building rubble, etc

Descriptions for "carting away excessive or unsuitable excavated material, building rubble from demolitions, etc. from site" shall be deemed to include the loading and hauling of excessive or unsuitable excavated material, building rubble from demolitions, etc. to a suitable dumping site to be located by the Contractor off the building site

The location of the intended dumping site will be subjected to the prior written approval of the Principal Agent

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The Contractor will also be liable to, upon completion, rehabilitate all those areas of the dumping site used dumping/spoiling by grading the area to follow the adjacent ground contours and afterwards compacted to 80% Mod AASHTO density, all to the full satisfaction of the Principal Agent

Tendered rates must make provision for the above-mentioned as no additional claims in this regard will afterwards be entertained

The re-use of old materials obtained from the demolitions in the construction of the new buildings, for filling, etc. will not be permitted

Existing services

The Contractor shall afford every facility to Specialists which might be employed by the the Principal Agent to effect the necessary removal, disconnection, re-routing, etc. of services as might be required

Protection

In taking down and demolishing existing work the utmost care is to be observed to avoid any structural or other damages to the remaining portions and/or adjacent buildings, structures and services, etc. It will be expected from the Contractor to, at all times, employ adequate precaution measures in this regard and to provide all necessary materials for so doing

The Contractor will be held solely responsible for any damages to persons or property and for the safety of the structures throughout the whole of this Contract and shall make good at his own expense any such damages arising out of his failure to adhere to the aforesaid requirement

Filling

Where described as "including back filling", "back filling" shall mean the filling of all trenches, holes, etc. with approved gravel filling (Minimum G5 standard) to be obtained from a commercial source and compacted to 93% Mod AASHTO density

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Old material

Unless specifically otherwise described, all other old materials from the demolitions are to become the property of the Contractor, therefore, tendered rates for demolitions must cater for adequate credit in this regard

It will be expected from the Contractor that all old materials not required, rubble, rubbish, etc. to be immediately carted away and the site left clean and unencumbered at all times

Measurement

Measurements given are approximate and the Contractor is advised to view the site and existing structures to be demolished and to thoroughly acquaint himself with the extent of the work to be done

Any errors to the tendered rates in this shall be regard for the Contractor's expense as no claims in this regard will be entertained afterwards

Tender

The submission of a tender will imply that the Contractor has physically visited the site and fully understands the content and extent of the work described in this Bill and, therefore, accepts that no claims in this respect will thus be entertained afterwards

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**REMOVAL OF EXISTING WORK**

**Taking out and removing doors, windows, etc from brickwork to be demolished**

1	Timber single door and frame exceeding 2,5m2	No	3	
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**Taking down and removing roofs, floors, panelling, ceilings, partitions, etc**

2	Roof sheeting and timber purlins	m2	190	
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**Hacking up/off and removing granolithic, screeds, plaster, etc from concrete or brickwork and preparing surfaces for new screeds, plaster, etc**

3	Internal plaster from walls and columns	m2	378	
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**THE FOLLOWING IN ROOF REPAIRS**

4	Carefully remove loose cement roof tiles on sheeted roof and set aside for reuse	m2	3,190	
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5	Repairing existing roof coverings by replacing all loose, corroded and faulty fasteners, repairing and patching holes as needed, priming and sealing roof sheets as required with a waterproofing agent provided by the architect's specification	m2	3,190	
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6	Relay existing roof tiles including replacing broken tiles as per architect's instruction	m2	3,190	
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7	Take out and remove damaged steel gutters and down pipes	m	383	
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8	Clean out existing concrete roofs and full-bore holes and prepare for new waterproofing	m2	434	
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All excavations are measured as being in "earth" and/or filling compacted up to 95% modified AASHTO density, but possibly interspersed with "hard rock" or "soft rock"

Descriptions of excavations shall be deemed to include for setting aside surplus excavated material in spoil heaps for use as filling or for depositing within 150m of the perimeter of the excavations and spreading and roughly levelling as directed, as well as for increase in bulk and multiple handling of excavated and approved by the Engineer, material caused by the Contractor's method of operation.

Carting away of excavated material

Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site and for bulking.

Working space

Working space for formwork to sides of all concrete, except columns, shall be measured only where the concrete face is less than 750mm from the face from the measured excavations

Working space for formwork to sides of columns shall be measured for the width of the column face only where both:

- (a) The top of the column base is more than 1,5m below the commencing level of the excavations and
- (b) The column face is less than 500mm from the face of the measured excavation

No claim shall be considered for any working space for formwork to concrete other than as above described or for working space beyond the sides of trench excavations for the building of brick or block walls.

Descriptions of excavations for working space shall be deemed to include for any additional risk of collapse so incurred and for the returning and compacting of the excavated material as described.

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Soil poisoning

The Contractor will be required to provide a 15 year guarantee from a registered (member of SAPCA) soil poisoning company for the soil insectide and weed killing applications, or other guarantee as approved by the Representative/Agent

**DEMOLITIONS ETC**

**Breaking up and removing**

1	Carefully take out remove brick pavers adjacent to pool area and set aside for re-use	m2	120
2	Strip off and remove asphalt topping on service yard and cart-away to the nearest dumping site	m2	95
3	Dig out and remove existing pre-cast concrete channels including steel grating	m2	65
4	Break down and remove concrete slab to expose catchpits at service courtyard. Dispose to nearest dumping site	m3	8
5	Dig out and remove existing uPVC pipes and cart away	m	85

**SITE CLEARANCE ETC**

**Site clearance**

6	Stripping average 150mm thick layer of top soil and stockpiling on site	m2	55
7	Strip off and remove average 150mm earthworks layers below existing paving to suit slope as per engineers specification. (Pool side)	m2	110
8	Reduced levels under floors to falls	m3	38
9	Rip and recompact the insitu material to 93% of Mod AASHTO maximum density 150mm thick	m3	41

**EXCAVATION, FILLING, ETC OTHER THAN BULK**

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<b><u>Excavation in earth not exceeding 2m deep below natural ground level</u></b>			
10	Trenches	m3	33
<b><u>Extra over trench and hole excavations in earth for excavations in</u></b>			
11	Soft rock	m3	3
12	Hard rock	m3	2
<b><u>Extra over all excavations for carting away</u></b>			
13	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	33
<b><u>Risk of collapse of excavations</u></b>			
14	Sides of trenches and hole excavations not exceeding 1,5m deep from natural, elevated or reduced ground level	m2	139
<b><u>Keeping excavations free of water</u></b>			
15	Allow for keeping all excavations entirely free from of water etc		Item
<b><u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 93 % Mod AASHTO density</u></b>			
16	Backfilling under floors	m3	89
17	Backfilling under floors to falls	m3	75
<b><u>Compaction of surfaces</u></b>			
18	Compaction of ground surface under	m3	156
<b><u>Prescribed density tests on filling</u></b>			
19	Modified AASHTO density tests	No	5
<b><u>SOIL POISONING</u></b>			
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**PROPOSED REFURBISHMENTS AT MTHATHA GARDEN COURT  
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	<u>Soil insecticide</u>				
20	Under floors, etc including forming and poisoning shallow furrows against foundation walls, etc and filling in furrows and ramming	m2	402		
21	To bottoms and sides of trenches, holes etc	m2	117		
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	<b><u>BILL 3</u></b>			
	<b><u>PRECAST CONCRETE</u></b>			
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>			
	<b><u>Sizes:</u></b>			
	Blocks, sills, etc measured linear shall be made in suitable lengths. Large size setting out drawings shall be prepared where necessary and submitted to the architect for approval before moulds are made			
	<b><u>General:</u></b>			
	Where kerbstones, blocks, etc are laid in ground descriptions shall be deemed to include necessary excavation, filling in and ramming			
	<b><u>PRECAST CONCRETE</u></b>			
	<b><u>Precast concrete finished smooth on exposed surfaces including bedding, jointing and pointing</u></b>			
1	Allow a PC amount of R585/m for the supply and installation of precast concrete channels as per engineer's specifications, including ground preparation and steel grating to cover.	m	65	
	<b><u>Precast concrete kerbs</u></b>			
2	Precast concrete edge kerb (SANS 927 figure 1) levelled and jointed in 1:5 cement mortar complete with 15Mpa in-situ concrete support blocks size 225 x 150 x 225mm high at every joints placed in centre to centre, including 12mm expansion joint at 10m interval	m	56	
3	Precast concrete edge kerb circular on plan (SANS 927 figure 1) levelled and jointed in 1:5 cement mortar complete with 15Mpa in-situ concrete support blocks size 225 x 150 x 225mm high at every joints placed in centre to centre, including 12mm expansion joint at 10m interval	m	5	
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	PRECAST CONCRETE			
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<p><b><u>SECTION 2</u></b></p> <p><b><u>BILL NO. 4</u></b></p> <p><b><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371"</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>General</u></p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Representative/Agent</p> <p>Unless otherwise described the Preambles and Supplementary Preambles and descriptions of items in the following sections and bills are to apply equally to this section</p> <p><u>Specifications</u></p> <p>The Tenderer is referred to the Engineer's Specifications annexed to these Bills of Quantities, which forms part of these Bills of Quantities and preambles and to which all work must comply to, as no claim in this regard will be entertained</p>			
<b>Carried to Collection</b>			R
<p>Section No. 2 Bill No. 4 CONCRETE, FORMWORK &amp; REINFORCEMENT <b>ASEDA CONSULTING ENGINEERS</b></p>			

Cost of tests

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

Breeze concrete

Breeze concrete shall consist of twelve parts clean dry furnace ash, free from coal or other foreign matter, to one part cement (12:1), the ash graded up to particles which will pass a 16,5mm ring from a minimum which fails to pass a 4,75mm mesh. The finer materials from the screening are to be first mixed with the cement into a mortar and the ash added afterwards and thoroughly incorporated

"Foamcement" lightweight concrete

"Foamcement" lightweight concrete is to have a density of 600kg/m<sup>3</sup> for the top 50mm and 400kg/m<sup>3</sup> for the remaining thickness. The minimum thickness at outlets, channels, etc. shall be 50mm.

"Celbeton" lightweight concrete

"Celbeton" lightweight concrete is to have a density of 1000kg/m<sup>3</sup> for the top 20mm and 480kg/m<sup>3</sup> for the remaining thickness. The minimum thickness at outlets, channels, etc. shall be 30mm.

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Formwork

Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use.

The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself.

Formwork to soffits of solid slabs, etc. shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described.

Formwork to sides of bases, pile caps, ground beams, etc. will only be measured where it is prescribed by the Engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"

Formwork to sides of walls, etc. shall be deemed to be for a total height of not exceeding 3,5m high above bearing level, unless otherwise described.

**REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES**

25MPa/19mm concrete

1	Strip Footings	m3	7	
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**TEST BLOCKS**

2	Making and testing 150 x 150 x 150mm concrete strength test cube, label and send to an approved laboratory for testing, pay all charges and submit report to the Regional Representative (only tests with results conforming to required strengths will be paid for)	No	2	
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**CONCRETE, FORMWORK & REINFORCEMENT  
ASEDA CONSULTING ENGINEERS**



**REINFORCING**

High tensile steel reinforcement to structural concrete work

3	12mm Diameter bars	t	1.00
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CONCRETE, FORMWORK & REINFORCEMENT

**ASEDA CONSULTING ENGINEERS**

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	<b>Carried to Collection</b>			
	<p>Section No. 2 Bill No. 5 MASONRY <b>ASEDA CONSULTING ENGINEERS</b></p>		R	

	<u>Face bricks</u>			
	Bricks shall be ordered timeously to obtain uniformity in size and colour			
	<u>Pointing</u>			
	Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc			
	<u>Prices</u>			
	Prices for brickwork shall include for cutting , fitting and building around structural steel members			
	<u>Samples</u>			
	Samples of all masonry building units, except those for walls described as "load bearing", shall consist of a minimum of 6 units. Samples of building units to be used in walls described as "load bearing" shall consist of 30 units from every 30 000 units delivered to site			
	<b><u>BRICKWORK</u></b>			
	<b><u>FOUNDATIONS</u></b>			
	<b><u>Brickwork of NFX bricks in Class II mortar</u></b>			
1	230mm Brick walls	m2	18	
	<b><u>BRICKWORK SUNDRIES</u></b>			
	<b><u>Brickwork reinforcement</u></b>			
2	Brick reinforcement 150mm wide built in horizontally	m	206	
	<b><u>PAVING (Provisional)</u></b>			
	<b><u>60mm thick interlocking paving bricks on min. 50mm thick sand blinding.</u></b>			
3	Re-lay existing paving blocks in herringbone bond	m2	120	
4	Paving in herringbone bond to aprons	m2	151	
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	<b>ASEDA CONSULTING ENGINEERS</b>			

**PROPOSED REFURBISHMENTS AT MTHATHA GARDEN COURT  
ECDC CLUSTER I**

Section No. 2

Bill No. 5

MASONRY

**COLLECTION**

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Section No. 2

Bill No. 5

MASONRY

**ASEDA CONSULTING ENGINEERS**

R

Item No		Quantity	Rate	Amount
	<p><b><u>SECTION 2</u></b></p> <p><b><u>BILL NO. 6</u></b></p> <p><b><u>WATERPROOFING</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371"</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>General</u></p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Representative/Agent</p> <p>Unless otherwise described the Preambles and Supplementary Preambles and descriptions of items in the following sections and bills are to apply equally to this section</p> <p><u>Waterproofing</u></p> <p>Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets, etc. with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs</p> <p><b><u>WATERPROOFING TO ROOFS, BASEMENTS ETC</u></b></p>			
	<b>Carried to Collection</b>		R	
	<p>Section No. 2 Bill No. 6 WATERPROOFING <b>ASEDA CONSULTING ENGINEERS</b></p>			

1	<p><u>One layer Derbigum SP4 waterproofing membrane, with 75mm side laps and 100mm end laps, sealed to primed surface to falls and crossfalls by 'torchfusion' finished with two coats Roofcote bituminous aluminum paint. Waterproofing to be installed by an Approved Derbigum Contractor under a ten year guarantee.</u></p> <p>On flat roofs</p>	m2	434	
<b>Carried to Collection</b>				R

Section No. 2  
 Bill No. 6  
**WATERPROOFING**  
**ASEDA CONSULTING ENGINEERS**

Section No. 2

Bill No. 6

WATERPROOFING

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Section No. 2

Bill No. 6

WATERPROOFING

**ASEDA CONSULTING ENGINEERS**

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Item No		Quantity	Rate	Amount
	<b><u>SECTION 2</u></b>			
	<b><u>BILL NO. 7</u></b>			
	<b><u>ROOF COVERINGS, ETC</u></b>			
	<b><u>PREAMBLES</u></b>			
	For preambles refer to "General Specification of Labour and Material and Methods to be used PW371"			
	<b><u>PROFILED METAL SHEETING AND ACCESSORIES</u></b>			
	<b><u>0,6mm "IBR" Z275 spelter galvanised troughed sheet steel with "globalcoat" finish on one side in single lengths fixed to and including timber purlins and accessories</u></b>			
1	Roof covering with pitch not exceeding 25 degrees	m2	190	
	<b><u>ROOF INSULATION</u></b>			
	<u>Isoboard Roof insulation</u>			
2	Roof insulation to be Isoboard® or similar and approved high density 32-36kg/m³ rigid extruded polystyrene 100% closed cell insulation boards 30mm thick x 600mm wide with brown paper and polyethylene laminate slip sheet factory applied to upper surface, with tongue & groove joints fixed concurrent with roof covering over steel purlins at maximum 1800mm centres with 5mm gap between boards butt-joined over purlins.	m2	190	
	<b>Carried Forward to Summary of Section No. 2</b>			R
	Section No. 2 Bill No. 7 ROOF-COVERINGS <b>ASEDA CONSULTING ENGINEERS</b>			

Item No	Quantity	Rate	Amount
<p><b><u>SECTION 2</u></b></p> <p><b><u>BILL NO. 8</u></b></p> <p><b><u>CARPENTRY AND JOINERY</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371"</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>General</u></p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Representative/Agent</p> <p>Unless otherwise described the Preambles and Supplementary Preambles and descriptions of items in the following sections and bills are to apply equally to this section</p> <p><u>Particle board</u></p> <p>Particle board shall comply with the following specifications:a) SABS 1300 Particle board: exterior and flooring typeb) SABS 1301 Particle board: interior type</p> <p><u>Joinery</u></p> <p>Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc</p> <p>Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes</p>			
<b>Carried to Collection</b>			
<p>Section No. 2 Bill No. 8 CARPENTRY &amp; JOINERY <b>ASEDA CONSULTING ENGINEERS</b></p>		R	

Decorative laminate finish

Laminate finish shall be glued under pressure. Edge strips shall be butt jointed at junctions with adjacent similar finish

Descriptions

The term "planted on" shall mean the nailing of one timber member to another. The term "screwed on" shall mean the countersunk screwing of one timber member to another. The term "screwed on and pelleted" shall mean the screwing of one timber member to another with the heads of screws sunk and pelleted. The term "plugged" shall mean the countersunk screwing of a timber member to and including plastic plugs in brickwork or concrete. The term "plugged and pelleted" shall mean the screwing of a timber member to and including plastic plugs in brickwork or concrete with heads of screws sunk and pelleted. The term "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete

Descriptions of floors, ceilings, joinery, etc. shall be deemed to include for all square cutting.

Descriptions of items given in linear metre shall be deemed to include for mitres, stopped ends, fitted intersections, etc.

Descriptions of rounded angles, rebates, grooves, chamfers, moulded edges, etc. shall be deemed to include for angles, ends, etc.

**EAVES, VERGES, ETC**

**"Everite FC77" pressed fibre-cement**

1	Fascias and barge boards including galvanised steel H-profile jointing strips	m	190	
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**DOORS**

**Carried to Collection**

R

Section No. 2  
Bill No. 8  
CARPENTRY & JOINERY  
**ASEDA CONSULTING ENGINEERS**

**Semi-solid flush doors with sapele veneer on both sides hung to steel frames**

2 44mm thick semi solid hardwood Door 800 x 2100mm high with 3.2mm tempered hardboard facings with meranti glazing beads and hardwood lipped on all edges

No

3

**Carried to Collection**

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CARPENTRY & JOINERY  
**ASEDA CONSULTING ENGINEERS**

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CARPENTRY & JOINERY

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CARPENTRY & JOINERY

**ASEDA CONSULTING ENGINEERS**

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Item No		Quantity	Rate	Amount
	<p><b><u>SECTION 2</u></b></p> <p><b><u>BILL NO. 9</u></b></p> <p><b><u>IRONMONGERY</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371"</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>General</u></p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Representative/Agent</p> <p>Unless otherwise described the Preambles and Supplementary Preambles and descriptions of items in the following sections and bills are to apply equally to this section</p> <p><u>Finishes to ironmongery</u></p> <p>Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered CH Chromium plated SC Satin chromium plated SE Silver enamelled GE Grey enamelled AS Anodised silver AB Anodised bronze AG Anodised gold ABL Anodised black PB Polished brass PL Polished and lacquered PT Epoxy coated SD Sanded</p> <p><b><u>HINGES, BOLTS, ETC</u></b></p> <p><u>"Dorma" or similar and approved</u></p>			
1	DFB-SC-180/150 150mm Satin chrome flush bolt with heel	Pairs	3	
	<b>Carried to Collection</b>			R
	<p>Section No. 2 Bill No. 9 IRONMONGERY <b>ASEDA CONSULTING ENGINEERS</b></p>			

**LOCKS**

"Dorma" or similar and approved

2	Stainless steel lock	No	3
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**PULL HANDLES**

"Dorma" or similar and approved

3	Stainless steel lock	No	3
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**Carried to Collection**

R

Section No. 2  
 Bill No. 9  
 IRONMONGERY  
**ASEDA CONSULTING ENGINEERS**

**PROPOSED REFURBISHMENTS AT MTHATHA GARDEN COURT  
ECDC CLUSTER I**

Section No. 2

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IRONMONGERY

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Section No. 2

Bill No. 9

IRONMONGERY

**ASEDA CONSULTING ENGINEERS**

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Item No		Quantity	Rate	Amount
	<b><u>SECTION 2</u></b>			
	<b><u>BILL NO. 10</u></b>			
	<b><u>PLASTERING</u></b>			
	<b><u>PREAMBLES</u></b>			
	For preambles refer to "General Specification of Labour and Material and Methods to be used PW371"			
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>			
	<u>General</u>			
	Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Representative/Agent			
	Unless otherwise described the Preambles and Supplementary Preambles and descriptions of items in the following sections and bills are to apply equally to this section			
	<b><u>EXTERNAL PLASTER</u></b>			
	<b><u>Cement plaster on brickwork</u></b>			
1	On walls	m2	20	
2	On walls in narrow widths	m2	8	
	<b><u>INTERNAL PLASTER</u></b>			
	<b><u>Cement plaster on brickwork</u></b>			
3	On walls	m2	378	
	<b>Carried Forward to Summary of Section No. 2</b>			
	Section No. 2 Bill No. 10 PLASTERING <b>ASEDA CONSULTING ENGINEERS</b>			R

Item No		Quantity	Rate	Amount
	<p><b><u>BILL NO. 12</u></b></p> <p><b><u>PLUMBING AND DRAINAGE</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371"</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>General</u></p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Representative/Agent</p> <p>Unless otherwise described the Preambles and Supplementary Preambles and descriptions of items in the following sections and bills are to apply equally to this section</p> <p><u>Concrete pipes</u></p> <p>Pipes shall be jointed with ogee joints with rubber collars or socket and spigot joints with rubber rings</p> <p><u>uPVC pipes and fittings</u></p> <p>Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings Soil, waste and vent pipes and fittings shall be solvent weld jointed</p> <p><u>uPVC pressure pipes and fittings</u></p> <p>Pipes for water supply shall be of the class stated Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings Pipes of 50mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints</p>			
	<b>Carried to Collection</b>			
	<p>Section No. 2 Bill No. 11 PLUMBING AND DRAINAGE <b>ASEDA CONSULTING ENGINEERS</b></p>		R	

Fixing of pipes

Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls, etc., casting in, building in or suspending not exceeding 1m below suspension level.

Reducing fittings

Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the Contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained

Wire gratings

Descriptions of gutter outlets, etc. shall be deemed to include wire balloon gratings.

Copper pipes

Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground

Exposed concrete surfaces

Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gully tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster

**Carried to Collection**

Section No. 2  
Bill No. 11  
PLUMBING AND DRAINAGE  
**ASEDA CONSULTING ENGINEERS**

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Excavations

No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling "Soft rock" and "hard rock" shall be as defined in "Earthworks"

Laying, backfilling, bedding, etc of pipes

Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions

Where no manufacturers' instructions exist, pipes shall be laid in accordance with Clauses 5.1 and 5.2 of each of the following:

SABS 1200 L : Medium-pressure pipelines

LD : Sewers

LE : Stormwater drainage

Pipe trenches, etc. shall be backfilled in accordance with Clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB : Earthworks (Pipe trenches).

Pipes shall be bedded in accordance with Clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200 LB : Bedding (Pipes).

Unless otherwise described bedding of rigid pipes shall be Class B bedding.

Flush pans

Flush pans shall have straight or side outlets and "P" or "S" traps as necessary

Stainless steel basins, sinks, wash troughs, urinals, etc

Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable

Waste unions

Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings

**Carried to Collection**

Section No. 2

Bill No. 11

PLUMBING AND DRAINAGE

**ASEDA CONSULTING ENGINEERS**

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"Densyl" petrolatum anti-corrosion tape as manufactured by Denso SA (Pty) Ltd.

Pipes to be taped shall be coated with the appropriate primer and the tape shall be applied with minimum 15mm lap per spiral unless otherwise described. Couplings and fittings to pipes shall be taped in strict accordance with the manufacturer's instructions including all mastic, tape, "Layflat" sheeting, securing of same, etc.

Prices for wrapping of pipes shall include for all work as described to couplings in the length.

**RAINWATER DISPOSAL**

**"Watertite" seamless aluminium coated internally and externally with ColourTech G4 in colour Marble White including cut and mitre angles covered with a mitre strip externally, stop ends crimped and all sealed internally with Dow Corning 813 silicone sealer**

1	150 x 100 x 0.6mm Thick eaves gutters	m	383
2	Extra over eaves gutter for stopped end	No	16
3	Extra over eaves gutter for outlet for 100 x 75 x 0.6mm thick pipe	No	16
4	75mm Diameter rainwater pipes	m	128
5	Extra over rainwater pipe for bend	No	16

**Stormwater Management**

6	Allow a PC amount of R45,000.00 for adjusting levels in the parking area and cleaning out catchpits for stormwater management		Item
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HDPE Class 12

7	110mm Pipes laid in and including trenches not exceeding 1m deep	m	85
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**Carried to Collection**

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Section No. 2  
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PLUMBING AND DRAINAGE  
**ASEDA CONSULTING ENGINEERS**

**PROPOSED REFURBISHMENTS AT MTHATHA GARDEN COURT  
ECDC CLUSTER I**

	<b><u>Gratings, covers, etc</u></b>			
8	Full-bore cast iron grating and frame	No	6	
	<b><u>Catchpits</u></b>			
9	Allow a PC amount of R5,895.00 for the construction of a catchpit complete, as per engineer's drawings	No	1	
	<b><u>Sundries</u></b>			
10	Testing waste pipe system		Item	
<b>Carried to Collection</b>				R
Section No. 2 Bill No. 11 PLUMBING AND DRAINAGE <b>ASEDA CONSULTING ENGINEERS</b>				

Section No. 2

Bill No. 11

PLUMBING AND DRAINAGE

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Bill No. 11

PLUMBING AND DRAINAGE

**ASEDA CONSULTING ENGINEERS**

Item No		Quantity	Rate	Amount
	<p><b><u>SECTION 2</u></b></p> <p><b><u>BILL NO. 11</u></b></p> <p><b><u>PAINTING</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>For preambles refer to "General Specification of Labour and Material and Methods to be used PW371"</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>General</u></p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Representative/Agent</p> <p><b><u>PREPARATORY WORK TO EXISTING WORK</u></b></p> <p><b><u>Previously painted plastered surfaces</u></b></p> <p>Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth</p> <p><b><u>Previously painted metal surfaces</u></b></p> <p>Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal</p> <p><b><u>Previously painted wood surfaces</u></b></p> <p>Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth</p>			
	<b>Carried to Collection</b>		R	
	<p>Section No. 2 Bill No. 12 PAINTWORK <b>ASEDA CONSULTING ENGINEERS</b></p>			



**PAINTWORK ETC TO PREVIOUSLY PAINTED WORK**

**ON FLOATED PLASTER**

Prepare, one coat plaster primer, one coat universal undercoat, and two coats acrylic PVA

1	On internal walls	m2	378	
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Prepare, one coat plaster primer, one coat universal undercoat, and two coats acrylic PVA

2	On external walls	m2	23	
---	-------------------	----	----	--

3	On ceilings	m2	56	
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**ON METAL**

**Spot priming defects in pre primed surfaces with zinc chromate primer and applying one undercoat and two coat high gloss enamel paint on steel**

4	On door frames	m2	7	
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**PAINTWORK, ETC. TO NEW WORK**

**ON WOOD**

Prepare and apply two coats Ebony stain and two coats "Woodoc 30" or similar and approved clear varnish

5	On doors	m2	9	
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**Carried to Collection**

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Section No. 2  
Bill No. 12  
PAINTWORK  
**ASEDA CONSULTING ENGINEERS**

**PROPOSED REFURBISHMENTS AT MTHATHA GARDEN COURT  
ECDC CLUSTER I**

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Bill No. 12

PAINTWORK

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Bill No. 12

PAINTWORK

**ASEDA CONSULTING ENGINEERS**

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Item No	Quantity	Rate	Amount
<p><b><u>SECTION 2</u></b></p> <p><b><u>BILL NO. 12</u></b></p> <p><b><u>PROVISIONAL SUMS</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>For preambles see "Model Preambles for Trades"</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>General</u></p> <p>All prime cost amounts and provisional sums are net and include for delivery to site of all articles concerned</p> <p>Sub contractors will be treated as domestic sub contractors for the purpose of this contract. They shall be selected sub contractors and the main contractor will be afforded the opportunity to reject such sub contractors prior to appointment provided reasonable justification is given</p> <p><u>Cash discount</u></p> <p>No cash discount. All provisional sums are "NET"</p> <p><u>Fuel, power and water for commissioning plant</u></p> <p>The cost of water, power and fuel for the commissioning of plant shall be borne by the Selected or Nominated Sub-contractor appointed for the relevant selected or nominated sub-contract works in terms of the conditions under which they have/are contracted for the specialist work involved</p> <p><u>Profit</u></p> <p>Where stated, the contractor may allow for profit if required</p>			
<b>Carried to Collection</b>			R
<p>Section No. 2 Bill No. 13 PROVISIONAL SUMS <b>ASEDA CONSULTING ENGINEERS</b></p>			

General attendance upon selected sub-contractors

The item "Attendance" which follows each provisional sum for selected sub-contractors work, shall be deemed to cover all the contractor's costs incurred in providing free of charge to the selected sub-contractors, the following:

1. The services as in clause B7 of the Preliminaries
2. Making good in all trades and cleaning down and removal of rubbish on completion

Contingency sums

Work for which contingency sums are allowed will be measured and valued in accordance with clause A18 of the Conditions of Contract (NPW1) and deducted in whole or in part if not required

Preliminaries

The contractor is referred to the Preliminaries for further amplification of "Prime Cost Amounts and Provisional Amounts"

**Selected and nominated sub-contracts**

These scheduled allowances are for work to be executed under separate selected and/or nominated sub-contracts by firms of Specialists to be nominated by the Employer

All provisional sums cover the supply and installation of material, equipment, plant, etc., including the commissioning thereof, where applicable

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**PROVISIONAL SUMS FOR MAIN CONTRACT WORKS**

**OHS Requirements**

- |   |  |
|---|--|
| 1 | Provide an amount of R293,050.00 (Two Hundred and Ninety Three Thousand and Fifty Rands) for the provision of OHS requirements, complete |
|---|--|

Item

293,050.00

**Carried to Collection**

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Section No. 2  
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PROVISIONAL SUMS  
**ASEDA CONSULTING ENGINEERS**

2	Profit	Item	
3	Attendance	Item	
<b><u>PROVISIONAL SUMS FOR SELECTED SUB-CONTRACT WORKS</u></b>			
<b><u>Project Steering Committee</u></b>			
4	Provide an amount of R5,000.00 (Five Thousand Rands) for the project steering committee at a rate of R300 per person per seating	Item	5,000.00
5	Profit	Item	
6	Attendance	Item	
<b><u>Community Liaison Officer</u></b>			
7	Provide an amount of R39,000 (Thirty Nine Thousand Rands) for the community liaison officer at a rate of R6,500 per month	Item	39,000.00
8	Profit	Item	
9	Attendance	Item	
<b>Carried to Collection</b>			R
Section No. 2 Bill No. 13 PROVISIONAL SUMS <b>ASEDA CONSULTING ENGINEERS</b>			

**PROPOSED REFURBISHMENTS AT MTHATHA GARDEN COURT  
ECDC CLUSTER I**

Section No. 2

Bill No. 13

PROVISIONAL SUMS

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Bill No. 13

PROVISIONAL SUMS

**ASEDA CONSULTING ENGINEERS**

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<b>Bill No</b>	<b><u>SECTION SUMMARY - BUILDING WORK</u></b>	<b>Page No</b>	<b>Amount</b>
1	ALTERATIONS	134	
2	EARTHWORKS	140	
3	PRECAST CONCRETE	141	
4	CONCRETE, FORMWORK & REINFORCEMENT	146	
5	MASONRY	149	
6	WATERPROOFING	152	
7	ROOF-COVERINGS	153	
8	CARPENTRY & JOINERY	157	
9	IRONMONGERY	160	
10	PLASTERING	161	
11	PLUMBING AND DRAINAGE	167	
12	PAINTWORK	170	
13	PROVISIONAL SUMS	174	
	<b>Carried to Final Summary</b>		R
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**PROPOSED REFURBISHMENTS AT MTHATHA GARDEN COURT  
ECDC CLUSTER I**

Section No	<u>FINAL SUMMARY</u>	Page No		Amount
1	PRELIMINARIES	128		
2	BUILDING WORK	175		
	SUB-TOTAL		R	
	Allow an amount R350,000.00 (Three Hundred and Fifty Thousand Rands ) for Contingencies to be used at the sole discretion of the client and the principal agent	Item		350,000.00
	SUB-TOTAL		R	
	Add VAT @ 15%		R	
	SUB-TOTAL		R	
	<b>Carried to Form of Tender</b>		R	
	<b>ASEDA CONSULTING ENGINEERS</b>			



**Part C3: Scope of work**  
C3 - Scope of work

## C3.1 – Scope of Works

### 1 Background To ECDC

#### Vision

To be an innovative leader in promoting sustainable economic growth and development of the Eastern Cape.

#### Mission

**To promote sustainable economic development in the Eastern Cape through focused:**

- a) Provision of innovative development finance
- b) Leveraging of resources, strategic alliances, investment and partnerships.

#### Legislative Mandate

ECDC draws its mandate directly from the Eastern Cape Development Corporation Act (Act 2 of 1997) and is led by the economic development priorities of the provincial government, as detailed in the Provincial Growth and Development Plan (PGDP), Eastern Cape Provincial Industrial Development Strategy (PIDS), the policy statement and budget speech of the Member of the Executive Council (MEC) of Economic Development, Environment Affairs and Tourism (DEDEAT)

Section 3 of the ECDC Act states that the Corporation shall “plan, finance, co-ordinate, market, promote and implement development of the Province and its people in the field of industry, commerce, agriculture, transport and finance”.

### 2 Scope of Works

#### 2.1 General description of the works

The description and scope of works, as described hereunder are a general guide only and may be subject to change. No liability or claim will be accepted should this information provided change or be regarded as misleading.

**The work comprises the following sections:**

#### 2.1 Alterations and Refurbishment

These existing building requires the following work:

- Adjustment of earthworks levels for stormwater management
- Refurbishments of internal finishes
- Repairs on damaged plastered walls internal
- General repairs or replacement to internal doors, door frames and ironmongery
- General alteration works
- Repairs to existing roof coverings
- Waterproofing of existing roof coverings
- Refurbishment of concrete roof waterproofing

- Stormwater management in parking area

## **2.2 Variation in the Scope of Work**

The Client retains the right to omit specific sections of the work prior to signing the contract and in the event that such omissions are incorporated in the contract it is hereby agreed that no claim for loss of profit will be entertained. In addition, tenderers are required to price all work in a “stand-alone fashion” so that profit/mark-up etc are such that omission of any of the tendered works will NOT render the remaining contract work visible.

## **2.4 Temporary works, etc.**

Tenderers are advised that, in view of the nature and extent of the works temporary works are an essential part of the works. Tenderers must therefore fully examine and understand the nature and extent of the proposed works and must allow in their pricing for all access, structures, hoardings and other temporary works. Refer also to Clause 4.2: Enclosure of the Works in the Preliminaries Section of this document.

## **3. General**

### **3.1 Damage to other services**

The Contractor shall assume full responsibility in the event where he or any person in his service is directly or indirectly responsible for any damages caused to other services already installed (water, sewerage, storm water, roads, surveyors' pegs, etc.) Any such damage shall immediately be reported to the Principal Agent.

The Contractor shall be held fully responsible for the repair of such damage to the satisfaction of the Principal Agent.

The costs for the repair of such damage shall be borne by the Contractor. Claims by the Contractor in this connection will not be considered. Should any portion of the works in terms of this Contract, for which the Contractor is responsible, be damaged by other Contractors, the Contractor shall repair such damage at the tendered rate and shall submit full details of such damage to the Principal Agent so that he can recover such costs from the responsible party.

This repair work may only be done on the written instruction from the Principal Agent. The contractor shall make provision for a full scan of the area to determine the position of services in the area.

### **3.2 Local labour and local authorities**

Local Labour:

It is intended that the project must make maximum possible use of local labour which is presently unemployed in the area of which the project is performed.

All unskilled labour shall be from the Local Municipal Supply area.

Engagement of local labour shall be controlled in a formal manner through the client's labour liaison body. It is furthermore expected that the labour liaison body will assist in the monitoring of labour goals.

### **3.3 Liaison with Local Authorities**

The contractor will have to liaise with local authorities regarding the following matters:

- 3.3.1 Locating of existing underground services.
- 3.3.2 Protection of existing services during construction.

It is the contractor's onus to immediately contact all these authorities and to accommodate their involvement in his programme of work.

The contractor should also warn the authorities at least 48 hours before the actual work commence.

Compensation for delays, losses or accidents will not be considered should the contractor at any time have failed to keep the local authorities informed.

The Principal Agent or employer must immediately be notified, should the contractor experience any problem regarding work, which involves a local authority.

### **3.4 Community Liaison and Community Relations**

In all dealings with the community and workers employed from within the community, the Contractor shall take due cognisance of the character, culture and circumstances of the community involved and shall at all times use his best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the project.

The Contractor shall at all times, keep the Principal Agent fully informed on all matters affecting the contractor and the community, and shall attend all community meetings relating to the project as may be reasonably required by the Principal Agent.

All matters concerning the community shall be discussed and where possible, resolved at such meetings. Where any resolution of a community meeting shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect thereto without a prior written instruction from the Principal Agent.

Where the Contractor is of the opinion that any instruction of the Principal Agent issued in terms of this clause will result in the incurring of additional costs which were not provided for in his tendered rates and/or that a delay in the progress of the works will result, he shall be entitled to submit a claim in terms of the conditions of contract .

### **3.5 OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993)**

Contractors shall meet the health and safety requirements as stipulated in health and safety plan.

#### **3.5.1 Safety Precautions**

Notwithstanding the fact that the Contractor is solely responsible for the actions of his staff and any duly appointed sub-contractors, the Principal Agent reserves the right for himself, or his nominated representative, to inspect and monitor working methods and materials handling to ensure that safe working practices are being adhered to at all times.

#### **3.5.2 Health and Safety Specifications**

Please refer to Annexure A in Part C.4 for the Health and Safety Specification.

## 4. CONDITIONS SPECIFIC TO THIS BID

### 4.1 Responsibilities and duties

Notwithstanding the fact that a description of the services has been provided above, ECDC shall be entitled to request additional services related to deliverables required to ensure the successful completion of the services set out above on such further terms and conditions as may be agreed between the parties in writing.

The service provider shall at all times faithfully and timeously carry out and perform the Services and shall use its best endeavours to properly conduct, improve, extend and develop the business of ECDC in the provisioning of the services.

The Services Provider shall as part of his duties, attend such meetings as may be required by ECDC from time to time and submit weekly or monthly progress reports on the services as may be required and requested by ECDC.

### 4.2 Obligation to perform and sub-contracting

The bidder shall notify ECDC in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the bidder from any liability or obligation under the contract.

The bidder shall not assign, in whole or in part, its obligations to perform under the contract, except with ECDC's prior written consent.

### 4.3 Performance guarantee

Within fourteen (14) days of receipt of the notification of contract award, the successful bidder shall furnish to ECDC the performance security of the amount specified above.

The proceeds of the performance security shall be payable to ECDC as compensation for any loss resulting from the bidder's failure to complete his obligations under the contract.

The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to ECDC and shall be in one of the following forms:

A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in South Africa, acceptable to ECDC, in the form provided in the bid documents or another form acceptable to ECDC; or

A cashier's or certified cheque

The performance security will be discharged by ECDC and returned to the bidder not later than thirty (30) days following the date of completion of the bidder's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

Notwithstanding the provisions above, the bidder shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

#### **4.4 Anti-dumping and countervailing duties and rights**

When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, ECDC is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to ECDC or ECDC may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

#### **4.5 ECDC facilities**

Unless otherwise agreed in writing by ECDC, the Service Provider will work from its own office and provide its own facilities, such as transport, telephone, cell phone, fax and computer facilities to perform the services.

The service provider may use certain facilities made available by ECDC to assist in performing the services, including but not limited to computer facilities, telephone and fax facilities and stationery. In this regard the service provider agrees to:

Abide by the health, safety and security measures as prescribed by ECDC from time to time;

To use such accommodation and facilities entirely at his own risk and ECDC shall not be liable for any loss or damage whatsoever and howsoever caused arising out of or in connection with the use of these items, other than loss or damage caused as a result of ECDC's own wilful misconduct.

#### **4.6 Force majeure**

If a force majeure situation arises, the bidder shall promptly notify ECDC in writing of such condition and the case thereof. Unless otherwise directed by ECDC in writing, the bidder shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

#### **4.7 Insurance**

The contractor shall affect and maintain all required and/or necessary insurances in accordance with Clause 10 of the JBCC Contract Edition 6.2, as applicable.

#### **4.8 Responsibility to perform**

Delivery of the goods and performance of services shall be made by the bidder in accordance with the time schedule prescribed by ECDC in the contract.

If at any time during performance of the contract, the bidder or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services,

the bidder shall promptly notify ECDC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, ECDC shall evaluate the situation and may at his discretion extend the bidder's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

ECDC reserves the right to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the bidder's point of supply is not situated at or near the place where the supplies are required, or the bidder's services are not readily available.

A delay by the bidder in the performance of its delivery obligations may render the bidder liable to the imposition of penalties, unless an extension of time is agreed upon without the application of penalties.

ECDC shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

ECDC may also consider termination of the contract.

#### **4.9 Duration of the contract**

The construction project duration is **4 Months** from date of appointment.

The successful Bidder shall be required to complete and submit the signed and duly completed **client recommended Services Level Agreement**.

Upon any delay beyond the delivery period in the case of a supplies contract, ECDC shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the bidder's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the bidder. (N/A)

#### **4.10 Payments and tax**

Payments shall only be made in accordance with the fees as quoted in this documentation. Prices charged by the bidder for goods delivered and services performed under the contract shall not vary from the prices quoted by the bidder in this bid, with the exception of any price adjustments authorized at ECDC's request for bid validity extension, as the case may be.

ECDC will reimburse the service provider for expenses and disbursements incurred subject to the submission of satisfactory proof that such expenses and disbursements have been incurred and subject to it being within the budget as indicated in this documentation.

The service provider shall from time to time during this contract duration furnish ECDC with a VAT compliant tax invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

Each invoice must be accompanied by a detailed timesheet and expense claim forms substantiating the amount claimed.

Payments shall be made promptly by ECDC in Rand, but in no case later than thirty (30)

days after submission of a VAT compliant tax invoice and supporting documentation by the service provider if the services have been properly executed as agreed.

The service provider shall retain all proof of expenditure and maintain such accounts and records as are reasonably necessary, claimed above, should ECDC require an audit to substantiate that expenditure and allows ECDC's own personnel or an independent auditor access to those records.

Should the above audit reveal that ECDC has been overcharged, the Service Provider will re-imburse the ECDC the amount overcharged within 30 days inclusive of interest calculated at prime plus 2% per annum.

A foreign bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Republic of South Africa.

A local bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to ECDC.

#### **4.11 Subcontracting**

The successful Contractor will subcontract and employ workers from the local communities in close proximity to the project, to execute labour related activities.



## **C3.2 – Health & Safety Specifications**

### C3.2 – Health & Safety Specifications

## Occupational health and safety specification for construction works contracts

### Contents

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## 1 Scope

This health and safety specification in respect of an engineering and construction works contract:

- a) provides the overarching framework within which the contractor is required to demonstrate compliance with certain requirements for occupation health and safety established by the Occupational Health and Safety Act of 1993 during construction;
- b) establishes the manner in which the contractor is to manage the risk of health and safety incidents in during the construction; and
- c) establishes the manner in which the employer's health and safety agent will interact with the contractor.

Note 1 This specification establishes general requirements to enable the employer and the contractor to satisfy aspects of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014. The contractor is required to develop, implement and maintain package specific health and safety plans. The employer is required to provide certain package specific information to the contractor or a health and safety specification for the works to enable such plans to be formulated. Accordingly, this generic specification on its own cannot ensure compliance with the requirements of the aforementioned Act (See Annexure A).

Note 2 The Construction Regulations, 2014, require an employer to stop any contractor from executing construction work which is not in accordance with the contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons.

Note 3 This specification establishes generic health and safety requirements. Site specific requirements for health and safety are stated in the scope of work associated with a contract (see Annexure A).

Note 4 The South African Council for the Project and Construction Management Professions has established the following specified categories of registration in terms of the Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000):

- a) a Construction Health and Safety Agent who may be appointed by an employer to act as his agent in terms of the Occupational Health and Safety Act of 1993 and the Construction Regulations issued in terms of that Act;
- b) a Construction Health and Safety Manager who may be appointed by an employer to complement his professional team or by a contractor to manage company or project health and safety performance and compliance in accordance with the Occupational Health and Safety Act and Regulations; and
- c) a Construction Health and Safety Officers who may be appointed by an employer to mitigate the risk on a project or by a contractor to monitor and assist on-site health and safety performance and compliance in accordance with the Occupational Health and Safety Act and Regulations and services.

## 2 Definitions

**Act:** The Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

**contractor:** person or organization that contracts to provide the works covered by the **contract**

**manager:** person appointed by the employer to administer the contract on his behalf **competent**

**person:** any person who:

- a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications specific to that work or task; and
- b) is familiar with the Act and applicable regulations made in terms of the Act **danger:** anything which may cause injury or damage to persons or property

**employer:** person or organisation that enters into a contract with the contractor for the provision of the works covered by the contract

**employer's health and safety agent:** the person appointed as agent by the employer in terms of Regulation 4(5) of the Construction regulations and named in the contract data as the being the employer's agent responsible for health and safety matters

**ergonomics:** the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and overall system performance

**hazard:** a source of or exposure to danger

**hazard identification:** the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed

**health and safety plan:** a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified

**health and safety specification:** a site, activity or project specific document pertaining to all health and safety requirements related to construction works which is included in the contractor's contract with the employer or an order issued in terms of framework agreement **healthy:** free from illness or injury attributable to occupational causes

**incident:** an event or occurrence occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery, in which, or in consequence of which:

- a) any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or to continue with the activity for which he was employed or is usually employed;
- b) a major incident occurred; or
- c) the health or safety of any person was endangered and where:
  - i) a dangerous substance was spilled;
  - ii) the uncontrolled release of any substance under pressure took place; iii) machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects; or machinery ran out of control

**inspector:** a person designated as such under section 28 the Act

**major incident:** an occurrence of catastrophic proportions, resulting from the use of plant or machinery, or from activities at a workplace  
**reasonably practicable:** practicable having regard to:

- a) the severity and scope of the hazard or risk concerned;
- b) the state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk;
- c) the availability and suitability of means to remove or mitigate that hazard or risk; and
- d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving therefrom;

**risk:** the probability that injury or damage will occur  
**safe:** free from any hazard

**scaffold:** any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both  
**structure:**

- a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- b) any false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
- c) any fixed plant in respect of construction work which includes installation, commissioning, decommissioning or dismantling and where any construction work involves a risk of a person falling

**substance:** any solid, liquid, vapour, gas or aerosol, or combination thereof

**suitable:** capable of fulfilling or having fulfilled the intended function or fit for its intended purpose

**temporary works:** any falsework, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction

**workplace:** any premises or place where a person performs work in the course of his employment

### 3 Interpretation

**3.1** The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.

**3.2** Compliance with the requirements of this specification does not necessarily result in compliance with the provisions of the Act.

## **4 Requirements**

### **4.1 General requirement**

The contractor shall:

- a) create and maintain as reasonably practicable a safe and healthy work environment,
- b) execute the works in a manner that complies with all the requirements of the Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring;
- c) conspicuously display any site-specific number assigned to the construction site in terms of the Construction Regulations 2014 at the main entrance to the site; and
- d) respond to the notices issued by the employer's health and safety agent as follows:
  - 1) Improvement Notice: improve health and safety performance over time so that repeat notices are not issued;
  - 2) Contravention Notice: rectify contravention as soon as possible;
  - 3) Prohibition Notice: terminate affected activities with immediate effect and only recommence activities when it is safe to do so.

Note: Financial penalties can be applied should Contravention Notices be issued. This should be dealt with in the Contract Data.

### **4.2 Administration**

#### **4.2.1 Notification of intention to commence construction work**

**4.2.1.1** The contractor shall on sites where no construction work permit has been issued by the Provincial Director of the Department of Labour notify such director in writing using a form similar to that contained in Annexure 2 of the Construction Regulations issued in terms of the Act before construction work commences and retain proof of such notification in the health and safety file where the work includes:

- a) excavation work;
- b) working at height where there is a risk of falling;
- c) the demolition of a structure;
- d) the use of explosives; or
- e) a single storey dwelling for a client who is going to reside in such dwelling upon completion

**4.2.1.2** The contractor shall ensure that no work commences on an electrical installation which requires a new supply or an increase in electricity supply before the person who supplies or contracts or agrees to supply electricity to that electrical installation has been notified of such work.

**4.2.1.3** The contractor shall ensure that no asbestos work is carried out before the Provincial

Director of the Department of Labour has been notified in writing.

#### **4.2.2 Copy of the Act**

The contractor shall ensure that a copy of the Act and relevant regulations is available on site for inspection by any person engaged in any activity on the site.

#### **4.2.3 Good standing with the compensation fund or a licensed compensation insurer**

The contractor shall before commencing with any works on the site provide the employer's health and safety representative with proof of good standing with the compensation fund or with a licensed compensation insurer.

#### **4.2.4 Emergency procedures**

**4.2.4.1** The contractor shall submit for acceptance to the employer's health and safety agent an emergency procedure which include but are not limited to fire, spills, accidents to employees, exposure to hazardous substances, which:

- a) identifies the key personnel who are to be notified of any emergency;
- b) sets out details including contact particulars of available emergency services; and
- c) the actions or steps which are to be taken during an emergency.

**4.2.4.2** The contractor shall within 24 hours of an emergency taking place notify the employer's health and safety agent in writing of the emergency and briefly outline what happened and how it was dealt with.

#### **4.2.5 Health and safety file**

**4.2.5.1** The contractor shall establish and maintain on site a health and safety file which contains copies, as relevant of:

- a) the following documents which shall be placed in the file prior to commencing with physical construction activities
  - 1) copy of the construction work permit issued in terms of the Construction Regulations 2014;
  - 2) the contractor's health and safety policy, signed by the chief executive officer, which outlines the contractor's objectives and how they will be achieved and implemented by the contractor;
  - 3) copies of all risk assessments that were conducted
  - 4) the notification made to the Provincial Director of Labour, and if relevant, the notification of the person who supplies or contracts or agrees to supply electricity to that electrical installation;
  - 5) the letters of appointment, as relevant, together with a brief curriculum vitae (CV) of:
    - the construction manager and any assistant construction managers;

- the construction health and safety manager
  - the construction health and safety officer
  - the risk assessor who is tasked to perform the risk assessments; and
  - the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;
  - the authorised persons responsible for gas appliances, gas system gas reticulation system covered by the Pressure Equipment Regulations;
- 6) a copy of the certificate of registration of the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;
  - 7) the approval of the design of the part of an electrical installation which has a voltage in excess of 1 kV by a person deemed competent in terms of the Electrical Installations Regulations;
  - 8) proof of registration of the electrical contractor who undertakes the electrical installation in terms of the Electrical Installations Regulations;
  - 9) the preliminary hazard identification undertaken by a competent person;
  - 9) the organogram which outlines the roles of the construction supervisor's assistants and safety officers; and
  - 10) the contractor's health and safety plan;
  - 11) the emergency procedures;
  - 12) the procedure for the issuing and replacement of lost, stolen, worn or damaged personal protective clothing and equipment; and
  - 13) proof that the contractor and all the subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer relevant to the type of work performed;
- b) the following documents, as relevant, which shall be placed in the file after construction activities have commenced
- 1) the letters of appointments, if relevant, together with a brief curriculum vitae (CV) of:
    - persons who are required to assist the construction supervisor;
    - construction supervisor for the site in respect of construction works covered by the Construction Regulations;
    - competent persons;
    - assistants of construction supervisor; and
    - designers of temporary works;
  - 2) any revisions to the organogram which outlines the roles of the construction supervisor's assistants and safety officers;
  - 3) each and every subcontract agreement and each and every



subcontractor's approved health and safety plan;

- 4) proof that every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer relevant to the type of work performed;
- 5) proof of all subcontractor's induction training whenever it is conducted;
- 6) copies of the minutes of the contractor's subcontractor's health and safety meetings;
- 7) copies of each of the contractor's subcontractors' health and safety policy, signed by the chief executive officer, which outlines the contractor's objectives and how they will be achieved and implemented by the contractor;
- 8) the health and safety plans of all the contractor's subcontractors who are required to provide such plans;
- 9) copies of the fall protection plan and each revision thereof;
- 10) a comprehensive and updated list of all the subcontractors employed on site by the contractor, indicating the type of work being performed by such sub-contractors;
- 11) the outcomes of the monthly audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site;
- 12) any report made to an inspector by the health and safety committee;
- 13) the minutes of all health and safety meetings and any recommendations made to the contractor by the health and safety committee;
- 14) the findings of all audit reports made regarding the implementation of the contractor's or a subcontractor's health and safety plan;
- 15) the inputs of the safety officer, if any, into the health and safety plan;
- 16) details of induction training conducted whenever it is conducted including the list of attendees;
- 17) proof of the following where suspended platforms are used:
  - a certificate of system design issued by a professional engineer, professional certificated engineer or a professional engineering technologist;
  - proof of competency of erectors, operators and inspectors;
  - proof of compliance of operational design calculations with requirements of the system design certificate;
  - proof of performance test results;
  - sketches indicating the completed system with the operational loading capacity of the platform;
  - procedures for and records of inspections having been carried out;

- procedures for and records of maintenance work having been carried out;
  - proof that the prescribed documentation has been forwarded to the provincial director;
- 18) letters of appointments for competent persons to supervise the activities which law requires to be so supervised;
  - 19) a copy of risk assessments made by competent persons;
  - 20) records of the register of inspections made by a competent person immediately before and during the placement of concrete or any other load on formwork;
  - 21) the names of the first aiders on site and copies of the first aid certificates of competency;
  - 22) the names of the persons who are in possession of valid certificate of competency in first aid and copies of such certificates;
  - 23) medical certificates of fitness for the contractor's and subcontractors' employees specific to the construction work to be performed and issued by an occupational health and safety practitioner;
  - 24) details of all incidents together with the Contractor's investigative report on such incident;
  - 25) the record of inspections carried out by the designers of structures to ensure compliance with designs; and
  - 26) any other documentation required in terms of regulations issued in terms of the Act including a record of all drawings, designs, materials used and other similar information concerning the completed structure.

**4.2.5.2** The health and safety file shall be made available for inspection by any inspector, subcontractor, the contract manager, the employer's health and safety agent or employee of the contractor upon the request of such persons.

**4.2.5.3** The health and safety file shall be updated to ensure that its contents always reflect the latest available information.

**4.2.5.4** The contractor shall hand over a copy of the health and safety file to the employer's health and safety agent upon completion of the contract and if relevant, a certificate of compliance accompanied by a test report for the electrical installation in accordance with the provisions of the Electrical Installation Regulations.

#### **4.2.6 Health and safety committee**

**4.2.6.1** The contractor shall convene health and safety meetings whenever more than two health and safety representatives have been appointed for the site. These meetings shall be attended by all health and safety representatives and persons nominated by the contractor. Such meetings

shall be convened whenever necessary but at least once every month to:

- a) make recommendations to the contractor regarding any matter affecting the health or safety of persons on the site; and
- b) discuss any incident on the site in which or in consequence of which any person was injured, became ill or died.

**4.2.6.2** The contractor shall consult with the health and safety committee on the development, monitoring and review of the risk assessment.

**4.2.6.3** The contractor shall ensure that minutes of the health and safety committee meetings are kept. The employer's health and safety agent shall be invited to attend such meetings as an observer.

#### **4.2.7 Inspections, formal enquires and incidents**

**4.2.7.1** The contractor shall inform the relevant safety representative:

- a) beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and
- b) as soon as reasonably practicable of the occurrence of an incident on the site.

**4.2.7.2** The contractor shall record all incidents and notify the employer's health and safety agent of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred and report such incidence to an inspector of the department of labour and notify the Provincial Director of the Department of Labour of such incident within 7 days on the prescribed form

**4.2.7.3** The contractor shall investigate all incidents and issue the employer's health and safety agent with copies of such investigations.

**4.2.7.4** The contractor shall in the event of an incident in which a person dies, or is injured to such an extent that he is likely to die, or suffered the loss of a limb or part of a limb:

- a) notify the Provincial Director of the Department of Labour of such incident by telephone, facsimile or similar means of communication;
- b) ensure that no person disturbs the site at which the incident occurred or remove any article or substance involved in the incident therefrom, without the consent of an inspector, unless an action is necessary to prevent a further incident, to remove the injured or dead, or to rescue persons from danger; and.
- c) provide the provincial director of the department of labour with a report which includes the measures that the contractor or his subcontractor intend to implement to ensure a safe site as reasonably practicable.

**4.2.7.5** The contractor shall notify the Provincial Director of the Department of Labour of the death

of any person which results from injuries sustained in an incident.

#### **4.2.8 Personal protective equipment and clothing**

The contractor shall ensure that:

- a) all workers are issued with the necessary personal protective clothing;
- b) all workers are identifiable at all times by having the company for which they work for printed on the back or front of their overalls; and
- c) clear procedures are in place for the replacement of lost, stolen, worn or damaged personal protective clothing.

### **4.3 Appointments**

#### **4.3.1 Construction manager**

The contractor shall appoint in writing one full time competent person as the construction manager with the duty of managing all the construction on a single site including that of ensuring occupational health and safety compliance. Where appropriate, the contractor shall appoint in writing one or more assistant construction managers.

#### **4.3.2 Appointment of construction health and safety officers**

The contractor shall after consultation with the employer after considering the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, prior to commencing the work and if necessary, appoint a full-time or a part-time suitably qualified health and safety officer to assist in the control of all health and safety related aspects on the site.

#### **4.3.3 Construction supervisors**

**4.3.3.1** The construction manager shall in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

**4.3.3.2** A contractor shall after considering the size of the project and if considered necessary, appoint in writing one or more competent employees for different sections of the work to assist the construction supervisor.

#### **4.3.4 Competent persons**

**4.3.4.1** The contractor shall appoint in writing competent persons to supervise or inspect, as relevant, any of the following:

- a) formwork and support work operations;

- b) excavation work;
- c) demolition work;
- d) scaffolding work operations;
- e) suspended platform work operations;
- f) material hoists;
- f) bulk mixing plants;
- g) temporary electrical installations;
- h) the stacking and storage of articles on the site; and
- i) fire equipment.

**4.3.4.2** The contractor shall appoint in writing competent persons to:

- a) induct employees in health and safety; and
- b) prepare and update as necessary a fall protection plan and to provide the construction manager with a copy of the latest version of such plan.

#### **4.3.5 Health and safety representatives**

**4.3.5.1** The contractor shall appoint in writing one health and safety representative for every 50 employees working on the site, whenever there are more than 20 employees on the site, to: a) review the effectiveness of health and safety measures;

- b) identify potential hazards and potential major incidents;
- c) in collaboration with his employer, examine the causes of incidents;
- d) investigate complaints by any employee of the contractor relating to that employee's health or safety on the site;
- e) make representations to the contractor on matters arising from a), b), c) or d) or on general matters affecting the health or safety of the employees at the workplace;
- g) inspect the site with a view to, the health and safety of employees, at regular intervals;
- h) participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; and

- i) participate in any internal health or safety audit.

**4.3.5.2** The contractor shall provide the health and safety representatives with the necessary assistance, facilities and training to carry out the functions established in 4.3.1

#### **4.4 Employer's health and safety agent**

**4.4.1** The employer's health and safety agent shall:

- a) audit the contractor's compliance with the requirements of this specification prior to the commencement of any physical construction activities on the site;
- b) accept or reject the contractor's health and safety plans, giving reasons for rejecting such plans;
- c) monitor the effective implementation of all safety plans;
- d) conduct periodic and random audits on the health and safety file to establish compliance with the requirements of this specification;
- e) visit the site at regular intervals to conduct site inspections, and based upon such visits issue, wherever necessary, Improvement Notices, Contravention Notices and Prohibition Notices, to the contractor or any of the contractor's subcontractors with a copy to the contract manager and, where relevant, to the contractor.

**4.4.2** The contractor shall invite the employer's health and safety agent to audit compliance with the requirements of this specification before commencing with any physical construction activity on the site.

#### **4.5 Creating and maintaining a safe and healthy work environment**

##### **4.5.1 General**

**4.5.1.1** The contractor shall with respect to the site and the construction works that are contemplated:

- a) cause a preliminary hazard identification to be performed by a competent person before commencing any physical construction activity;
- b) evaluate the risks associated with the identified hazard to the health and safety of such employees and the steps that need to be taken to comply with the Act; and
- c) as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.

**4.5.1.2** The contractor shall ensure that:

- a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;

- b) no structure or part of a structure is loaded in a manner which would render it unsafe; and
- c) account of information, if any, provided by the designer of the structure is taken into account in the risk assessment;

Note: The information provided by the designer should outline known or anticipated dangers or hazards relating to the works and make available all information required for the safe execution of the work. It should provide as relevant, geotechnical information (or make reference to reports provided in the site information), the loading the structure is designed to withstand, the methods and sequence of construction.

**4.5.1.3** The contractor shall carry out regular inspections and audits to ensure that the works are being performed in accordance with the requirements of this specification.

#### **4.5.2 Risk assessment**

**4.5.2.1** The contractor shall before the commencement of any work on site and during construction work, cause a risk assessment to be performed by a competent person appointed in writing. Such an assessment shall as a minimum:

- a) identify hazards to which persons may be exposed to;
- b) analyse and evaluate the identified risks associated with the identified hazards;
- c) document a plan of safe work procedures, including the use of any personal protective equipment or clothing and the undertaking of periodic “toolbox talks” or inductions before undertaking hazardous work, to mitigate, reduce or control the risks and hazards that have been identified;
- d) provide a monitoring plan; and
- e) provide a review plan.

Note: A risk assessment is an important step in protecting workers as well as complying with the law. It helps to focus on the risks that really matter in a particular workplace – the ones with the potential to cause real harm. Workers and others have a right to be protected from harm caused by a failure to take reasonable control measures. The following four steps are suggested:

- 1) Identify the hazards by looking at what could reasonably be expected to cause harm, ask employees or their representatives what they think, obtain advice from trade associations or publications on health and safety, check manufacturer’s instructions or data sheets for chemicals and equipment as they can be very helpful in spelling out the hazards and putting them in their true perspective, review accident and ill-health records, think about long-term hazards to health (e.g. high levels of noise or exposure to harmful substances) as well as safety hazards etc.
- 2) Identify who may be harmed and how by identifying how individuals and groups of people might be harmed i.e. what type of injury or ill health might occur.
- 3) Evaluate the risks and decide on precautions by doing everything ‘reasonably practicable’ to protect people from harm i.e. by looking at how things are done, what controls are in place and how the work is organised and comparing this against good practice to see if

more can be done to bring practices up to standard. Consider if the hazard can be removed all together, and if not how can the risks be controlled so that harm is unlikely, e.g. try a less risky option (e.g. switch to using a less hazardous chemical); prevent access to the hazard (e.g. by guarding); organise work to reduce exposure to the hazard (e.g. put barriers between pedestrians and traffic); issue personal protective equipment (e.g. clothing, footwear, goggles etc); and provide welfare facilities (e.g. first aid and washing facilities for removal of contamination).

- 4) Record the findings by writing down the findings of the risk assessment.

**4.5.2.2** The contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.

**4.5.2.3** Notwithstanding the provisions of the fall protection plan, the contractor shall ensure that:

- a) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
- b) no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder;
- c) notices are conspicuously placed at all openings where the possibility exists that a person might fall through such openings;
- d) fall prevention and fall arrest equipment is:
  - suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear; and
  - securely attached to a structure or plant and the structure or plant and the means of attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall;
- e) fall arrest equipment is only used where it is not reasonably practicable to use fall prevention equipment; and
- f) suitable and sufficient steps are taken to ensure, as far as is reasonably practicable, that in the event of a fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.

**4.5.2.4** Where roof work is being performed on a construction site, the contractor shall ensure that it is indicated in the fall protection plan that: a) the roof work has been properly planned;

- b) the roof erectors are competent to carry out the work;
- c) no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;
- d) prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;



- e) the areas mentioned in paragraph (d) are to be suitably barricaded off to prevent persons from entering;
- f) suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and
- g) there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.

**4.5.3 Health and safety plans**

**4.5.3.1** The contractor shall prior to commencing the works to which this specification applies, submit to the employer’s health and safety agent for approval a suitable and sufficiently documented health and safety plan, based on this specification, the health and safety specification and the risk assessment that is conducted.

**4.5.3.2** The health and safety plan shall as a minimum provide:

- a) the information contained in Table 1 in respect of each of the hazards associated with work falling within the scope of the contract); and
- b) an outline of the manner in which the contractor intends complying with the requirements of this specification.

**Table 1: Example of the format of a health and safety plan**

<b>What are the hazards relating to work tasks?</b>	<b>Who might be harmed and how?</b>	<b>What are the safe work procedures for the site?</b>	<b>What further action is necessary (monitoring and review)?</b>	<b>Action by whom</b>	<b>Action by when</b>

**4.5.3.3** The contractor shall discuss the submitted health and safety plan with the employer’s health and safety agent, modify such plan in the light of the discussions and resubmit the modified plan for approval.

**4.5.3.4** The contractor shall apply the approved health and safety plan from the date of its commencement and for the duration of the works to which this specification applies.

**4.5.3.5** The contractor shall conduct periodic audits for compliance with the approved health and safety plan at intervals agreed upon with the employer’s health and safety agent, but at least once every month.

**4.5.3.6** The contractor shall review and update the health and safety plan whenever changes to the works are brought about or following the occurrence on an incident.

#### **4.5.4 Responsibilities towards employees and visitors**

**4.5.4.1** The contractor shall as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards or safe work procedures.

**4.5.4.2** The contractor shall ensure that all employees under his or her control and the employees of his subcontractors who are performing construction works are:

- a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
- b) issued with proof of health and safety induction training issued by a competent person and carry proof of such induction when working on site.

**4.5.4.3** The contractor shall cause a record of training to be kept which indicates the training dates, the names, identity numbers and job description of all those who attended such training and the name, identity number and competence of the person who provided the training.

**4.5.4.4** The contractor shall not allow or permit any employee to enter the site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

**4.5.4.5** The contractor shall ensure that each visitor to a construction site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:

- a) undergoes health and safety instruction pertaining to the hazards prevalent on the site; and
- b) is provided with the necessary personal protective equipment.

**4.5.4.6** The contractor shall provide suitable on-site signage to alert workers and visitors to health and safety requirements. Such signage shall include but not be limited to: a) unauthorized entrance prohibited;

- b) signage to indicate what personal protective equipment is to be worn; and
- c) activity related signs.

**4.5.4.7** The contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

#### **4.5.5 Subcontractors**

**4.5.5.1** The contractor may only subcontract work in terms of a written subcontract and shall only

appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to safely perform the work falling within the scope of the contract. Such a subcontract shall require that the subcontractor:

- a) co-operate with the contractor as far as is necessary to enable both the contractor and subcontractor to comply with the provisions of the Act; and
- b) as far as is reasonably practicable, promptly provide the contractor with any information which might affect the health and safety of any person at work carrying out work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.

**4.5.5.2** The contractor shall provide any sub-contractor who is submitting a tender or appointed to perform a sub-contract falling within the scope of the contract, with the relevant sections of this specification and the health and safety specification.

**4.5.5.3** The contractor shall discuss and negotiate with each subcontractor performing construction works the subcontractor's health and safety plan and approve that plan for implementation.

**4.5.5.4** The contractor shall take reasonable steps as are necessary to ensure that:

- a) potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
- b) each subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to their performance of work on site;
- c) all the subcontractor's employees have a valid medical certificate of fitness specific to the construction works which are to be performed which is issued by an occupational health and safety practitioner;
- d) all sub-contractors co-operate with each other to enable each of those sub-contractors to comply with the requirements of the Act and associated regulations;
- e) each subcontractor performing construction works has and maintains a health and safety file containing the relevant information described in 4.2.5; and
- f) each sub-contractor's health and safety plan is implemented and maintained.

**4.5.5.5** The contractor shall conduct periodic document verifications and audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site at intervals agreed upon with such subcontractors, but at least once per month.

**4.5.5.6** The contractor shall stop any subcontractor from executing construction work which is not in accordance with the contractor's or subcontractor's health and safety plan for the site or which poses a threat to the health and safety of persons.

**4.5.5.7** The contractor shall ensure that where changes to the works occur including design changes, sufficient health and safety information and appropriate resources are made available

to subcontractor to execute the work safely.

**4.5.5.8** The contractor shall ensure that:

- a) every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site;
- b) potential subcontractors submitting tenders have made provision for the cost of health and safety measures during the construction process; and
- c) every subcontractor has in place a documented health and safety plan prior to commencing any work on site which falls within the scope of the contract.

**4.5.5.9** The contractor shall receive, discuss and approve health and safety plans submitted by subcontractors.

**4.5.5.10** The contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.

**4.5.5.11** The contractor shall reasonably satisfy himself that all employees of subcontractors are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

**4.5.5.12** The contractor shall satisfy himself and ensure that all subcontractor employees deployed in the site are:

- a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
- b) issued with proof of health and safety induction training issued by a competent person and carry proof such induction when working on site.

**4.5.5.13** The contractor shall undertake a risk assessment together with subcontractors whenever subcontractors are working in close proximity to other subcontractors particularly activities involve excavations, the moving of earth, the movement of heavy machinery and working at heights.

#### **4.5.6 First aid, emergency equipment and procedures**

**4.5.6.1** The contractor shall where more than five employees are employed at a workplace, provide a first aid box or boxes at or near the workplace which shall be available and accessible for the treatment of injured persons at that workplace. Such first aid boxes shall contain suitable first aid equipment which includes the items listed in the General Safety Regulations issued in terms of the Act.

**4.5.6.2** The contractor shall ensure that where there are more than 10 employees employed on the site that for every group of up to 50 employees at that workplace, at least one person is readily available during normal working hours, who is in possession of a valid certificate of

competency in first aid.

#### **4.5.7 Facilities for workers**

**4.5.7.1** The contractor shall provide and keep clean and fit for use at or within reasonable access of the site:

- a) at least one shower facility for every 15 workers;
- b) at least one sanitary facility for every 30 workers;
- c) changing facilities for each gender; and
- d) sheltered eating areas.

**4.5.7.2** A contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

#### **4.6 Design of temporary work**

The contractor shall:

- a) provide the health and safety agent with the names and contract particulars of the designers involved in the design of temporary works;
- b) issue the designers with a copy of the health and safety specification as well as any pertinent information contained in the contract; and
- c) provide the health and safety agent with certificates issued by the designer of the temporary works that such works are fit for purpose before such works are used in support construction activities.

#### **Annexure A: Incorporating this specification in procurement documents**

**A1** The Occupational Health and Safety Act of 1993 (Act No. 181 of 1993) requires amongst other things that every employer provide and maintain, as far as is reasonably practicable, a working environment that is safe and without risk to the health of his employees (see section 8). The Act holds the employer liable for acts of omission of employees or mandataries (i.e. agents, contractors, or a subcontractor) unless it is proved that permission was not given to the employee or mandatory to act or fail to act in a manner which has obviously resulted in the flouting of the law, the employee or mandatory was acting outside the scope of his or her authority and that the questionable conduct of the employee or mandatory was not a condition laid down by the employer and the employer took reasonable steps to prevent the questionable / unlawful conduct of the employee or mandatory (see Section 37 of the Act). The employer can be relieved of this liability if the mandatory enters in writing into an agreement with the employer which sets out the

arrangements and procedures to ensure compliance by the mandatary with the provisions of the Act.

**A2** The Construction Regulations 2014 require employers (clients) to enter into written agreements with contractors (principle contractors). These Regulations are specifically designed to force inter- action between the various role players in construction work. The employer is required to, amongst other things:

- a) provide the contractor with a documented health and safety specification for the construction work;
- b) provide the contractor with information which can affect the health and safety of anyone carrying out the construction works;
- c) take reasonable steps including periodic audits to ensure that the contractor implements and maintains his or her health and safety plan;
- d) stop where necessary any work which is not in accordance with the health and safety plan;
- e) ensure that tenderers have made provision for health and safety measures in the construction process; and
- f) discuss, negotiate and approve health and safety plans produced by the contractor.

The employer may, however, appoint an agent to act as his or her representative and where such an appointment is made, the responsibilities as are imposed by the regulations upon an employer, as far as reasonably practicable, are imposed upon the agent.

**A3** The designer of a structure is required to provide the employer with all relevant information about the structure which can affect the pricing of the structure, inform the contractor in writing of any known or anticipated dangers or hazards relating to the construction work and make available to the contractor all relevant information required for the safe execution of the work, geotechnical information, structural design loads and methods and sequence of construction.

**A4** The CIDB Standard for Uniformity in Construction Procurement requires that procurement documents comprise a number of component documents including the:

a) scope of work i.e. the document that specifies and describes the goods, services, or engineering and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed

b) site information i.e. the document that describes the site as at the time of tender, to enable the tenderer to price his tender and to decide upon his method of working and programming

**A5** Occupational health and safety is a constraint relating to the manner in which the contract work is to be performed. The scope of work needs to identify the high-level package specific hazards identified by the employer and communicate to the contractor any information which can affect the health and safety of anyone carrying out the construction works and can influence the pricing of the contract. It should also contain information provided by the designer of structures relating to any known or anticipated dangers or hazards relating to the construction work and all relevant information required for the safe execution of the work, geotechnical information, structural design loads and methods and sequence of construction if not shown on the construction drawings. It also needs to incorporate by reference this specification.

**A6** Package specific information such as geotechnical information and existing buildings containing asbestos products should be included in the s

## **C4 – SITE INFORMATION / DRAWINGS**

C4 – Site Information / Drawings







## Annexure M – Tender Data

**The Joint Building Contracts Committee® - NPC**  
**CONTRACT DATA**  
*For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES*  
**Principal Building Agreement**  
**Edition 6.2 - May 2018**

## **JBCC®**

The Joint Building Contracts Committee® NPC (JBCC®) is representative of building owners and developers, professional consultants and general and specialist contractors who contribute their knowledge and experience to the compilation of the JBCC® documents. The JBCC® documents portray the consensus view of the constituent members and are published in the interests of standardisation and good practice with an equitable distribution of contractual risk

## **Application of JBCC® agreements**

The definitions contained in the JBCC® Principal Building Agreement apply to this document. A word or phrase in bold type in the text has the same meaning assigned to it in the definitions of such agreement. Where a word or phrase is not in bold type it has the meaning consistent with the context of its use

This contract data contains changes made to the JBCC® Principal Building Agreement to suit Organs of State and other Public Sector Bodies' requirements, as well as unique requirements applicable to the project and variables referred to in the JBCC® Principal Building Agreement and the JBCC® General Preliminaries. The information provided in this document is complete and accurate at the time of calling for tenders. Where additional information becomes available, all tenderers will be informed in writing. Reference to clause numbers in the JBCC® Principal Building Agreement are shown in [square brackets] in this contract data eg [3.2.1]. Spaces requiring information must be filled in, or marked as 'not applicable' but not left blank

Where the contractor is appointed, the contract documents comprise the completed and signed Form of Offer and Acceptance, the signed JBCC® Principal Building Agreement, this completed contract data, the priced document, drawings and other listed documents

## **Endorsement of JBCC® agreements**

The JBCC® Edition 6.2 agreements have been endorsed by Construction Industry Development Board (CIDB) for use by Organs of State and other Public Sector Bodies

## **Warning!**

The JBCC® Principal Building Agreement Edition 6.2 has been coordinated with the JBCC® Nominated/Selected Subcontract Agreement Edition 6.2, the JBCC® General Preliminaries and the JBCC® certificate forms and support documents. Forms from previous editions are not compatible with the JBCC® Principal Building Agreement Edition 6.2

Persons entering into or preparing contracts using the JBCC® suite of contract agreements and support documents are warned of the dangers inherent in modifying any part of it

Experience has shown that changes drafted by others, including members of the building professions, often have unintended results that may be prejudicial to either, or both, parties

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## A PROJECT INFORMATION

### A 1.0 Works [1.1]

Project name	Refurbishment of Mthatha Garden Court
Reference number	ECDE/INFRA/25/122023
<b>Works</b> description	Refurbishment of the existing hotel

### A 2.0 Site [1.1]

<b>Erf / stand number</b>	
Township / Suburb	Mthatha
<b>Site</b> address	Nelson Mandela Drive
Local authority	KSD Local Municipality

### A 3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	Eastern Cape Development Corporation		
Business registration number	-		
VAT/GST number	-		
Country	South Africa		
Employer's representative: Name	Mr. M Njozela		
E-mail	mnjozela@ecdc.co.za	Telephone number	043 704 5600
Mobile number	-		
Postal address	ECDC House, Ocean Terrace Park, Moore Street Quigney		
	East London	Postal code	5600
Physical address	As above		
		Postal code	

### A 4.0 Principal agent [1.1]

Name	ASEDA CONSULTING ENGINEERS		
Legal entity of above	ASEDA Consulting Engineers	Contact person	Chris Geldenhuis
Practice number		Telephone number	011 312 4070
		Mobile number	
Country	South Africa	E-mail	chris@aseda.co.za
Postal address	7 Pine Park Road, East London		
		Postal code	5247
Physical address	As above		
		Postal code	

<b>A 5.0 Agent</b> [1.1; 6.2]	Discipline	Architect
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Name	ASEDA Consulting Engineers		
Legal entity of above	ASEDA Consulting Engineers	Contact person	James Wafula
Practice number		Telephone number	043 726 2360
		Mobile number	-
Country	South Africa	E-mail	james@nebulararchitects.co.za
Postal address	7 Pine Park Road, East London		
		Postal code	5247
Physical address	As above		
		Postal code	

<b>A 6.0 Agent</b> [1.1; 6.2]	Discipline	Quantity Surveyor
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Name	ASEDA Consulting Engineers		
Legal entity of above	ASEDA Consulting Engineers	Contact person	Babalwa Mgoduka
Practice number		Telephone number	043 726 2360
		Mobile number	-
Country	South Africa	E-mail	babalwa@bmgcostconsultants.co.za
Postal address	7 Pine Park Road, East London		
		Postal code	5247
Physical address	As above		
		Postal code	

<b>A 7.0 Agent</b> [1.1; 6.2]	Discipline	Civil Engineers
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Name	ASEDA Consulting Engineers		
Legal entity of above	ASEDA Consulting Engineers	Contact person	Zeck Machingauta
Practice number		Telephone number	043 726 2360
		Mobile number	
Country	South Africa	E-mail	zmachingauta@gmail.com
Postal address	7 Pine Park Road, East London		
		Postal code	5247
Physical address	As above		
		Postal code	

<b>A 8.0 Agent</b> [1.1; 6.2]	Discipline	N/A
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

**A 9.0 Agent** [1.1; 6.2]

Discipline	N/A
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

**A 10.0 Agent** [1.1; 6.2]

Discipline	N.A
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

**A 11.0 Agent** [1.1; 6.2]

Discipline	N/A
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

**A 12.0 Agent** [1.1; 6.2]

Discipline	N/A
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

## B CONTRACT INFORMATION

### B 1.0 Definitions [1.1]

<b>Bills of quantities:</b> System/Method of measurement	Standard system of measuring builders work
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### B 2.0 Law, regulations and notices [2.0]

<b>Law</b> applicable to the <b>works</b> , state country [2.1]	South Africa
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### B 3.0 Offer and acceptance [3.0]

Currency applicable to this <b>agreement</b> [3.2]	South African Rands
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### B 4.0 Documents [5.0]

The original signed <b>agreement</b> is to be held by the <b>principal agent</b> [5.2], if not, indicate by whom	<b>Employer</b>
Number of copies of <b>construction information</b> issued to the <b>contractor</b> at no cost [5.6]	1

Documents comprising the <b>agreement</b>	Page numbers
The <b>JBCC</b> ® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The <b>JBCC</b> ® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 14
The <b>JBCC</b> ® General Preliminaries for use with the <b>JBCC</b> ® Principal Building Agreement, Edition 6.2 May 2018	1 to 7

Contract drawings – description	Number	Revision	Date
FLOOR & ROOF PLANS	GCH-100	A	13/09/2023





**and/or**

Insurances by <b>contractor</b>			Amount including <b>tax</b>	Deductible amount including <b>tax</b>
Yes/no?	Yes			
		New <b>works</b> [10.1.1] ( <b>contract sum</b> or amount)	N/A	
or		<b>Works</b> with <b>practical completion</b> in <b>sections</b> [10.2] ( <b>contract sum</b> or amount)	N/A	
or		<b>Works</b> with alterations and additions [10.3] (reinstatement value of existing structures with or including new <b>works</b> )	N/A	
		<b>Direct contractors</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
		<b>Free issue</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
		Escalation, professional fees and reinstatement costs if not included above	Included	
Total of the above contract works insurance amount			TBC	
Supplementary insurance [10.1.2]			N/A	
Public liability insurance [10.1.3]			R10mil	
Removal of lateral support insurance [10.1.4]			N/A	
Other insurances [10.1.5]: Refer B17.0				
Yes/no?	No	If yes, description 1	TBC	
Hi Risk Insurance [10.1.5.1]				
Yes/no?	No	If yes, description 2	N/A	

**B 7.0 Obligations of the employer [12.1]**

Existing premises will be in use and occupied [12.1.2]		Yes/no?	Yes
If yes, description	The premises are an existing hotel that will be fully functional during the Works		
Restriction of working hours [12.1.2]		Yes/no?	Yes
If yes, description	The hotel management will advise		
Natural features and known services to be preserved by the <b>contractor</b> [12.1.3]		Yes/no?	No
If yes, description			
Restrictions to the <b>site</b> or areas that the <b>contractor</b> may not occupy [12.1.4]		Yes/no?	Yes
If yes, description	The hotel management will advise		
Supply of <b>free issue</b> [12.1.10]		Yes/no?	No
If yes, description			

**B 8.0 Nominated subcontractors [14.0]**

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

**B 9.0 Selected subcontractors [15.0]**

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

**B 10.0 Direct contractors [16.0]**

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

**B 11.0 Description of sections [20.1]**

<b>Section 1</b>	N/A
<b>Section 2</b>	N/A
<b>Section 3</b>	N/A
<b>Section 4</b>	N/A
<b>Section 5</b>	N/A
<b>Section 6</b>	N/A
<b>Section</b>	Remainder of the <b>works</b>

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

Practical completion for the works as a whole  TBA	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]  TBA
	<del> </del>	<del> </del>	<del> </del>	<del> </del>
		<b>working days</b>	Period in months	Penalty amount per calendar day (excl. tax)
			4 Months	8.50cents/R100 of contract value

or where sections are applicable

Practical completion of a section of the works	Intended date of possession of a section Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		<b>working days</b>	Period in months	Penalty amount per calendar day (excl. tax)
Section 1	<del> </del>	N/A	N/A	N/A
Section 2	<del> </del>	N/A	N/A	N/A
Section 3	<del> </del>	N/A	N/A	N/A
Section 4	<del> </del>	N/A	N/A	N/A
Section 5	<del> </del>	N/A	N/A	N/A
Section 6	<del> </del>	N/A	N/A	N/A
Section 7	<del> </del>	N/A	N/A	N/A
Section 8	<del> </del>	N/A	N/A	N/A
Remainder of the works	<del> </del>	N/A	N/A	N/A

Criteria to achieve practical completion not covered in the definition of practical completion
-

**B 13.0 Defects liability period [21.0]**

Extended defects liability period: Refer B17.0 [21.13]	Yes/no?	NO
If yes, description of applicable elements	eg: Electrical reticulation / Air conditioning system / Landscaping 13.1 Waterproof (5year) 13.2 13.3 13.4 13.5 13.6	

**B 14.0 Payment [25.0]**

Date of month for issue of regular <b>payment certificates</b> [25.2]	25th		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes/no?	NO	
If yes, method to calculate			
<b>Employer</b> shall pay the <b>contractor</b> within: [25.10]	Twenty-one (21) <b>calendar days</b>		

**B 15.0 Dispute resolution [30.0]**

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

**B 16.0 JBCC® General Preliminaries - selections**

Provisional bills of quantities [P2.2]	Yes/no?	NO	
Availability of construction information [P2.3]	Yes/no?	No	
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]	N/A		
Previous work - <b>defects</b> - details of previous contract(s) [P3.2]	N/A		
Inspection of adjoining properties - details [P3.3]	N/A		
Handover of <b>site</b> in stages - specific requirements [P4.1]	N/A		
Enclosure of the <b>works</b> - specific requirements [P4.2]	TBA		
Geotechnical and other investigations - specific requirements [P4.3]	N/A		
Existing premises occupied - details [P4.5]	YES		
Services - known - specific requirements [P4.6]	N/A		
Water [P8.1]	By <b>contractor</b>	Yes/no?	YES
	By <b>employer</b>	Yes/no?	NO
	By <b>employer</b> – metered	Yes/no?	NO
Electricity [P8.2]	By <b>contractor</b>	Yes/no?	YES
	By <b>employer</b>	Yes/no?	NO
	By <b>employer</b> – metered	Yes/no?	NO
Ablution and welfare facilities [P8.3]	By <b>contractor</b>	Yes/no?	YES
	By <b>employer</b>	Yes/no?	NO

Communication facilities - specific requirements [P8.4]	TBA
Protection of the <b>works</b> - specific requirements [P11.1]	The Contractor shall take due care in protecting the existing Five Star hotel and not disrupt the hotel's operations. The will be held responsible for any damages caused by them to the existing facility
Protection / isolation of existing <b>works</b> and <b>works</b> occupied in <b>sections</b> - specific requirements [P11.2]	Hotel management to advise
Disturbance - specific requirements [P11.5]	As per BOQ preliminaries
Environmental disturbance - specific requirements [P11.6]	As per BOQ preliminaries

## B 17.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this <b>agreement</b>
<p><b>1.1 Definitions</b></p> <p><b>AGREEMENT:</b> The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and JBCC® <b>contract data for organs of state and other public sector bodies</b>, the <b>contract drawings</b>, the <b>priced document</b> and any other documents reduced to writing and signed by the authorised representatives of the <b>parties</b></p> <p><b>CONSTRUCTION PERIOD:</b> The period commencing on the date of possession of the <b>site</b> by the <b>contractor</b> and ending on the date of <b>practical completion</b></p> <p><b>CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES:</b> The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information</p> <p><b>INTEREST:</b> The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975), calculated as simple interest, in respect of debts owing by the State</p> <p><b>PRINCIPAL AGENT:</b> The person or entity appointed by the <b>employer</b> and named in the <b>contract data for organs of state and other public sector bodies</b>. In the event of a <b>principal agent</b> not being appointed, then all the duties and obligations of a <b>principal agent</b> as detailed in the <b>agreement</b> shall be fulfilled by the employer's representative as named in the <b>contract data for organs of state and other public sector bodies</b></p>

### 3.0 Offer and Acceptance

Amend 3.3 to read as follows:

This **agreement** shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

### 6.0 Employer's Agents

Add the following as 6.7:

In terms of the clauses listed hereunder, the **employer** has retained its authority and has not given a mandate to the **principal agent**. The **employer** shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

### 9.0 Indemnities

9.2.7: Add the following to the end of the first sentence: "... due to no fault of the **contractor**"

### 10.0 Insurances

Add the following as 10.1.5.1:

#### Hi Risk Insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

#### 10.1.5.1.1 Damage to the works

The contractor shall, from the date of possession of the **site** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

#### 10.1.5.1.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

#### 10.1.5.1.3

It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the date of possession of the site, but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

#### 10.1.5.1.4

The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

### 11.0 Securities

Amend 11.10 to read as follows:

There shall be no lien or right of retention held by any **contractor** in respect of the **works** executed on **site**

### 12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

Give possession of the **site** to the **contractor** within ten (10) **working days** of the **contractor** complying with the terms of 12.2.22

12.2.2: Not applicable

Add the following as 12.2.22:

Within fifteen (15) **working days** of the date of the **agreement** submit to the **principal agent** an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

### 19.0 Practical Completion

19.5: Delete the words "subject to the **contractor**'s lien or right of continuing possession of the **works** where this has not been waived"

### 21.0 Defects Liability Period and Final Completion

Add the following as 21.13:

The ninety (90) **calendar days** defects liability period for the **works** [21.1] is replaced with a period of three hundred and sixty-five (365) **calendar days** in respect of the listed applicable elements

### 25.0 Payment

25.7.5: Not applicable

25.10: Delete the words "and/or **compensatory interest**"

25.14.2: Not applicable

### 27.0 Recovery of Expense and/or Loss

27.1.5: Not applicable

### 29.0 Termination

Add the following after 29.1.3:

or where ...

29.1.4: The **contractor**'s estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

29.1.5: The **contractor** has engaged in corrupt or fraudulent practices in competing for or in executing the contract

## C TENDERER'S SELECTIONS

### C 1.0 Securities [11.0]

Guarantee for construction: Select Option A or B

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

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

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

### C 3.0 Payment of preliminaries [25.0]

#### Contractor's selection

Select Option A or B

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

#### Payment methods

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

#### Lump sum contract

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

### C 4.0 Adjustment of preliminaries [26.9.4]

#### Contractor's selection

Select Option A or B

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

#### Provision of particulars

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



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

### Adjustment methods

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

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

### Failure to provide particulars within the period stated

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

### Lump sum contract

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