



CALL FOR BIDS

BID NO: ECDC **ECDC/INFRA/11/032023**

BID SUBJECT: **BULK PHASED MAINTENANCE AND REPAIRS – MTHATHA CLUSTER H2 – UNITRA COURT**

Consisting Of:

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

BIDDER NAME:

CSD No.:.....

CRS No.:

CLOSING DATE:	17 April 2023
CLOSING TIME:	12h00

Head office: EAST LONDON T: (+27) 043 704 5600 • PORT ELIZABETH T: (+27) 041 373 8260 • QUEENSTOWN T: (+27) 045 838 1910
 MTHATHA T: (+27) 047 501 2200 • Satellite offices: KING WILLIAM'S TOWN T: (+27) 043 604 8800 • MOUNT AYLIFF T: (+27) 039 254 0584
 T: (+27) 047 401 2700 • ALIWAL NORTH T: (+27) 051 633 3007

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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

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 3 GB or Higher for the Bulk Phased Maintenance and Repairs to Mthatha Cluster H2 – Erf 546 Umtata, Unitra Court, No.31 Cumberland Street, Mthatha Central in Eastern Cape.

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



Unitra Court - GPS co-ordinates of the site are Latitude S 31° 58764" E and Longitude 28° 78034"S

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 3 GB 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 .

5. Queries on Bid Document

Queries relating to the issue of these documents may be addressed to Ms Z. Madzidzela,
E- Mail at tenders@ecdc.co.za and cc zmadzidzela@ecdc.co.za

6. Estimated Timeline

Activity	Date	Time
1. Placing of Advert	Daily Dispatch, Treasury, Load on ECDC Website for 30 Days after Advert	N/A
2. Compulsory Briefing Meeting	A compulsory briefing meeting to be held at ECDC Regional Office, 7 Sisson Street, Forth Gale, Mthatha on the 24 March 2023 starting at 11h00.	
3. Last day of questions	7 days before closing date	16H00
4. Final date of submission of bids	17 April 2023	12h00
5. Bid Validity	120 days	

6.1. Briefing Session and Site Location

A compulsory briefing meeting to be held at ECDC Regional Office, 7 Sisson Street, Fort Gale, Mthatha on the **24 March 2023 starting at 11h00.**

Part 2 of the Briefing will be visiting the following site Unitra Court, No.31 Cumberland Street in Mthatha Central.

For any enquiries relating to this Bid please email the procurement department at tenders@ecdc.co.za, attention Z Madzizela.

Communication with the Bidders and any clarity on Queries Bid will be posted on the website at 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.

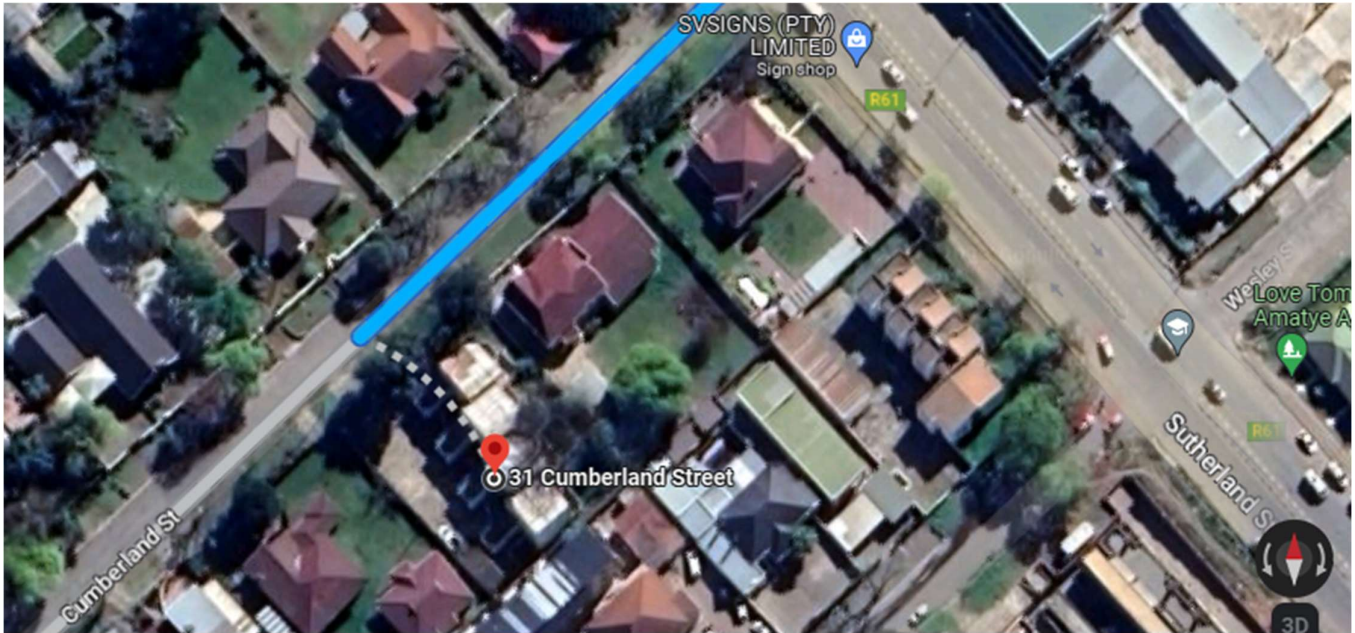
Bidders must visit the site to ensure that their proper assessment of the site is done and that the Bill of Quantities is Priced Correctly.

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

UNITRA COURT: Latitude - 31.587764"S
Longitude - 28°78034"E



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 8th of August 2019 (See 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 Eastern Cape Development Cooperation (ECDC)
A.1.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data</p> <p>Part T2 : Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Performance Bond C1.4 - Adjudicator's contract</p> <p>Part C2: Pricing data C2.1 - Pricing instructions C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work C3 - Scope of work</p> <p>Part C4: Site information C4 - Site information</p>

A.1.4	<p>During Tender stage all communication shall be through the Procurement Department for attention:</p> <p>Name: Ms. Z. Madzidzela, Address: ECDC Head Office at ECDC House Ocean Terrace Park Moore Street Quigney, East London</p> <p>Tel: 043 704 5600 E-mail: tenders@ecdc.co.za cc zmadzidzela@ecdc.co.za</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>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the GB (General Building) 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. 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.
A.2.1	<p>Not Applicable for this Bid</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"> 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 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:**
A.2.2	<p>Not Applicable for this Bid</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>Paragraph Below is Not Applicable. Bidder to refer to Tender Notice</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>Not Applicable for this Bid</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>Not Applicable for this Bid</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>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.</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 completed in permanent ink.</p> <p>No alterations of the Bid Document will be allowed.</p> <p>No correction fluid will be allowed. Corrections should be initialled.</p>

A.2.13.5 A.2.15.1	<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) Location of tender box:</p> <p>Bid Reference Number: ECDC/INFRA/11/032023</p> <p>Project Name: BULK PHASED MAINTENANCE AND REPAIRS OF MTHATHA CLUSTER H2 PROJECT – UNITRA COURT</p> <p>Delivered at Physical Address: ECDC Head Office at ECDC House, Ocean Terrace Park, Moore Street, Quigney, East London,</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>It is the Bidders responsibility to ensure that all the documents are received on time.</p> <p>The bid box is open on weekdays between 08h00 and 16h30</p>
A.2.13.6 A.3.5	<p>Not Applicable for this Bid</p> <p>A two-envelope procedure is required.</p>
A.2.13.9	<p>Telephonic, email, telegraphic, telex, email, or facsimile tender offers will not be accepted.</p>
A.2.15	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p>
A.2.16	<p>The tender offer validity period is 120 days.</p>
A.2.18	<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>Tenders to submit the associated names being part of the returnable documents failure to submit</p>
A.2.19	<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>
A.2.20	<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>
A.2.22	<p>Not Applicable for this Bid</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>1) Tax Compliance 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, 7 working days 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>Opening of the Bids</p> <p>There will be NO PUBLIC OPENING 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>Not Applicable for this Bid</p> <p>The procedure for the evaluation of responsive tenders is Method 1</p>						
<p>A.3.11.3 Evaluation Criteria</p> <p>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.</p> <p>The procedure for evaluation of tenders is as follows:</p> <table border="1" data-bbox="152 1312 1352 1705"> <tr> <td data-bbox="152 1312 461 1438">Mandatory Tender Returnables</td> <td data-bbox="461 1312 1352 1438">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.</td> </tr> <tr> <td data-bbox="152 1438 461 1591">Stage 1</td> <td data-bbox="461 1438 1352 1591">Functionality: Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of 60% for functionality (services) in order to be evaluated for stage 2 (Preferential procurement points).</td> </tr> <tr> <td data-bbox="152 1591 461 1705">Stage 2</td> <td data-bbox="461 1591 1352 1705">Preferential Procurement points: Price: Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20.</td> </tr> </table>		Mandatory Tender Returnables	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.	Stage 1	Functionality: Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of 60% for functionality (services) in order to be evaluated for stage 2 (Preferential procurement points).	Stage 2	Preferential Procurement points: Price: Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20.
Mandatory Tender Returnables	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.						
Stage 1	Functionality: Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of 60% for functionality (services) in order to be evaluated for stage 2 (Preferential procurement points).						
Stage 2	Preferential Procurement points: Price: Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20.						

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 in	30
Experience and Qualifications of the Key Personnel	30
Submission of proposed methodology and construction program	10
Locality	10
Maximum possible score for functionality (M_s)	80

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 **60%**

A.3.13 Tender offers will only be accepted if:

- a) the tenderer is Tax Compliant
 - ✓ tenderers must ensure compliance with their tax obligations.
 - ✓ in Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status.
 - ✓ the tenderer 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
- b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- c) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- d) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect.
- e) the tenderer is able, in the opinion of the employer, to perform the contract free of conflicts.
- 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.
- 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.
- h) the tenderer has the legal capacity to enter into the contract;
- 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;
- j) the tenderer complies with the legal requirements, if any, stated in the tender data; and

A.3.17	The number of paper copies of the signed contract to be provided by the employer is one (1).
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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 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:

Mandatory Tender Returnables	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.
Stage 1	Functionality: Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of 60% for functionality (services) in order to be evaluated for stage 2 (Preferential procurement points).
Stage 2	Preferential Procurement points: Price: 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. Bidders must be registered on the National Treasury Central Supplier Database (CSD). The following information will be verified on the National Treasury Central Supplier Database:</p> <ul style="list-style-type: none"> • 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, 7 working days will be granted for remedy, failing which the bidder will be disqualified. • ID Number, • Government Employee • Tender Defaulting and Restriction Status. Should the Tender be a restricted supplier or a defaulting supplier they will be disqualified <p><u>Onus on the Service Provider</u> 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. It is the responsibility of the Service Provider to ensure that the correct CSD Number is provided. 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><u>Directors in the Service of State</u> Where a person within the Bidding Entity is an Employee of the State, Bidder should</p> <ol style="list-style-type: none"> 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") 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 <p>ECDC reserves the right to verify such information from their AO/AA</p>	<p>Yes</p>	<p>Yes</p>

	<p><u>JV's and Consortium</u> Where the Bidder is a JV/Consortium, each firm must be registered on the CSD.</p>		
2.	<p>Tax Compliance Requirements:</p> <ul style="list-style-type: none"> Bidders must ensure compliance with their tax obligations. 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 must submit a separate proof of Tax Compliance Status Certificate/SARS Pin Number/CSD Number. 	No	Yes
3.	<p>CIDB Requirements:</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 Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a GB (General Building) class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; the lead partner has a contractor grading designation in the GB (General Building) 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. 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. <p>ECDC will verify whether the Bidders have an active and valid CIDB registration as required above</p>	Yes (Evaluation Stage)	Yes 3 GB or higher
4.	<p>Annexure C – Supplier Information (Completed and Signed by the Delegated Authority) Attach Delegation of Authority</p>	Yes	Yes
5.	<p>Annexure L.– C.1.1 Form of Offer and Acceptance Offer; (Completed and Signed by the Delegated Authority) Attach Delegation of Authority</p>	Yes	Yes

6.	Annexure E - (SBD 4): Bidders disclosure ; (Completed and Signed by the Delegated Authority) Attach Delegation of Authority	Yes	Yes
7.	Annexure H: Compulsory Declaration (Completed and Signed by the Delegated Authority) Attach Delegation of Authority	Yes	Yes
8.	Annexure I: Preference Point Claim in terms of the Preferential Procurement Regulations 2017	No	Yes
9	<p>Declaration with regards to Company /Firm Location</p> <p>Attach 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.</p> <p>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.</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>Failure to submit the declaration and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</p>	No	No
10	<p>Annexure I – (SBD 6.1.): Preferential Points Claim (Signed and Completed).</p> <p>CSD report will be used to confirm other specific goals listed in Table 1 of the SBD 6.1 document.</p> <p>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.</p>		

11	<p>Duly signed Letter of Authority MUST be submitted authorising the individual to sign on behalf of the bidder if:</p> <p>a) If there are more than one Owner/ Director / Shareholder / Member / Trustee etc. OR</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>Note: 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
12.	Priced Bills of Quantities completed in ink.	Yes	Yes
The following will be applicable to Joint Ventures/Consortium			
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

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 120 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 on flats with tenants.
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 Z. Madzidzela

tenders@ecdc.co.za or zmadzidzela@ecdc.co.za

1.2. STAGE 1 - FUNCTIONALITY

Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of **60%** for functionality (services) in order to be evaluated for stage 2 (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

EXPERIENCE (Read with Schedule T.2.2.2(a) requirements)	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 or less than 5 reference letters	20
3 or less than 4 reference letters	15
2 or less than 3 reference letters	10
Less than 2 reference letters	0
<u>Document to be submitted for points allocation</u>	
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 and/or completion certificates of completed general building works (Read with Schedule T.2.2.2(a) requirements)	
Reference letter/ Completion Certificate should indicate the following.	
<ul style="list-style-type: none"> • Signature of the client • Client’s Letter head or Client Stamp • Company name, contact person, contact details (telephone number and email address) • Value of the project • Works carried out • Works have been completed on time /within the stipulated contract period • Good or better quality of workmanship • Assessment of the quality of work performed • Reference letters must not be older than 10 years 	
EXPERTISE (CV’s of other Key Personnel to be included in Returnables)	
Construction Manager	
10 years or more experience on general building contracts	15
5 years but less than 10 years’ experience on general building contracts	10
3 years but less than 5 years on general building contracts	5
Less than 3 years’ experience on general building contracts	0
Construction Supervisor	

10 years or more experience on general building projects	10
5 years but less than 10 years' experience on general building projects	5
3 years but less than 5 years on general building projects	3
Less than 3 years' experience on general building projects	0
Health and Safety Officer	5
10 years or more experience as a Health and Safety Rep in construction	3
5 years but less than 10 years' experience as a Health and Safety Rep in construction	2
3 years but less than 5 years as a Health and Safety Rep in construction	0
Less than 3 years' experience as a Health and Safety Rep in construction	0
METHODOLOGY & CONSTRUCTION PROGRAM	
Submission of both methodology and construction program	10
Note: (to get points here, bidder must submit both required documents)	
COMPANY LOCATION	
Locality of the bidder's main office/branch to the project location - The physical address of the office /office branch of the Bidder (Contractor)	
in King Sabata Dalindyebo Local Municipality (KSD) OR Tambo District Municipality	10
within Eastern Cape not in Buffalo City Municipality = 5 points	5
Outside Eastern Cape = 0 Points	0
This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, Bank Statement, submitted by the bidder.	
TOTAL MAXIMUM ACHIEVEABLE POINTS	80
MINIMUM POINTS REQUIRED	48

- a) Only bids that have achieved the minimum qualifying score for functionality will be evaluated further in terms of preferential procurement points (stage 2).
- 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.

1.3. Stage 2 – 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
TOTAL POINTS	100

- 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"> • Equal and above R30 000 to R50 million, inclusive of all applicable taxes. Below R30 000 if and when considered to be appropriate
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 8th of August 2019 (See 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 BBBEE 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.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
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, **5 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

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.

2.

As a guideline regarding the content of the service level agreement, the bidder is referred to the JBCC Series 2000 Principal Building Agreement Edition 6.2 prepared by the Joint Building Contracts Committee, May 2018

3.

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.

4.

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.

5.

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 Z. Madzidzela
Telephone number	043 704 5600
E-mail address	tenders@ecdc.co.za or zamdzidzela@ecdc.co.za

ETHICS & FRAUD HOTLINE REPORTING CHANNELS



HOTLINE DETAILS Ethics & Fraud Hotline

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

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.

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

Central Supplier Database Number	MAAA		
CIDB Registration Number			
B-BBEE STATUS VERIFICATION			
Very Important: (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)			
Are the Accredited Representative in South Africa for the Goods/Services/Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes enclose Proof)	Are you a foreign based supplier for the Goods/Services/Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, answer the questionnaire Below)
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
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	
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			
<u>VERY IMPORTANT</u>			
Where a person within the Bidding Entity is an Employee of the State, Bidder should			
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")			
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			
ECDC reserves the right to verify such information from their AO/AA			

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:
.....
.....

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

2.3.1 If so, furnish particulars:
.....
.....

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

3 DECLARATION

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

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

SIGNATURE OF BIDDER OF DELEGATED AUTHORITY		DATE	
---------------------------------------------------	--	-------------	--

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

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.

SIGNATURE of the DELEGATED AUTHORITY		DATE	
---------------------------------------------	--	-------------	--

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:

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

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

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

2. DEFINITIONS

“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

2.3. 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:

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

Where

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

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

2.4.1. POINTS AWARDED FOR PRICE

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

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

Where

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

3. POINTS AWARDED FOR SPECIFIC GOALS

- 3.1. 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:
- 3.2. 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)
SPECIFIC GOALS				
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

3.3. Name of company/firm.....

3.4. Company registration number:

3.5. 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]

3.6. 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
 - (f)

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

SURNAME AND NAME:

DATE:

ADDRESS:

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

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.

Project title:	BULK PHASED MAINTENANCE AND REPAIRS OF ECDC PROPERTIES, MTHATHA CLUSTER H2 – UNITRA COURT
Bid No:	ECDC/INFRA/11/032023

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 Letter not to be older than 10 years



Project title:	BULK PHASED MAINTENANCE AND REPAIRS OF ECDC PROPERTIES, MTHATHA CLUSTER H2 – UNITRA COURT
Bid No:	ECDC/INFRA/11/032023

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



Project title:	BULK PHASED MAINTENANCE AND REPAIRS OF ECDC PROPERTIES, MTHATHA CLUSTER H2 – UNITRA COURT
Bid No:	ECDCINFRA/11/032023

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

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 3



Project title:	BULK PHASED MAINTENANCE AND REPAIRS OF ECDC PROPERTIES, MTHATHA CLUSTER H2 – UNITRA COURT
Bid No:	ECDC/INFRA/11/032023

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

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 here:**

Tel: _____

E-mail Address: _____

Signature: _____ Date: _____

Reference No 4



Project title:	BULK PHASED MAINTENANCE AND REPAIRS OF ECDC PROPERTIES, MTHATHA CLUSTER H2 – UNITRA COURT
Bid No:	ECDC/INFRA/11/032023

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

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 here:**

Tel: _____

E-mail Address: _____

Signature: _____ Date: _____



Project title:	BULK PHASED MAINTENANCE AND REPAIRS OF ECDC PROPERTIES, MTHATHA CLUSTER H2 – UNITRA COURT
Bid No:	ECDC/INFRA/11/032023

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

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

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

l) TIME PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

m) FINANCIAL PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

n) COMMENTS:

Project Manager/Principal Agent: _____ **Place company stamp here:**

Tel: _____

E-mail Address: _____

Signature: _____ Date: _____

T2.2.2 b – Construction Method Statement

Project title:	BULK PHASED MAINTENANCE AND REPAIRS OF ECDC PROPERTIES, MTHATHA CLUSTER H2 – UNITRA COURT
Bid No:	ECDC/INFRA/11/032023

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)**

Project title:	BULK PHASED MAINTENANCE AND REPAIRS OF ECDC PROPERTIES, MTHATHA CLUSTER H2 – UNITRA COURT
Bid No:	ECDC/INFRA/11/032023

Attach document here

T2.2.2 d – Key Personnel Qualifications

(Construction Supervisor / Site Agent)

Project title:	BULK PHASED MAINTENANCE AND REPAIRS OF ECDC PROPERTIES, MTHATHA CLUSTER H2 – UNITRA COURT
Bid No:	ECDC/INFRA/11/032023

Attach document here

T2.2.2 e – Key Personnel Qualifications

(OHS Safety Officer)

Project title:	BULK PHASED MAINTENANCE AND REPAIRS OF ECDC PROPERTIES, MTHATHA CLUSTER H2 – UNITRA COURT
Bid No:	ECDC/INFRA/11/032023

Very Important Note:

It is a requirement of this Bid that the OHS Safety Officer has at least a minimum of 3 years of experience being a Health and Safety Rep in Construction Work.

Failure to submit a CV of a OHS Safety Officer with the required experience, the Bidder will be disqualified

Attach document here

T2.2.2 f – Key Personnel Qualifications

(Skilled Staff)

Project title:	BULK PHASED MAINTENANCE AND REPAIRS OF ECDC PROPERTIES, MTHATHA CLUSTER H2 – UNITRA COURT
Bid No:	ECDC/INFRA/11/032023

Attach document here

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

Project title:	BULK PHASED MAINTENANCE AND REPAIRS OF ECDC PROPERTIES, MTHATHA CLUSTER H2 – UNITRA COURT
Bid No:	ECDC/INFRA/11/032023

Attach document here

T2.2.2 h – Company Experience

(1) Practical Completion Certificate (completed projects)

Project title:	BULK PHASED MAINTENANCE AND REPAIRS OF ECDC PROPERTIES, MTHATHA CLUSTER H2 – UNITRA COURT
Bid No:	ECDC/INFRA/11/032023

Supply and Installation of related projects with similar scope of works and complexity will be considered for evaluation purposes.

Projects with no-related scope of works will be disqualified.

Attach document here

T2.2.2 i – Contactable References

Project title:	BULK PHASED MAINTENANCE AND REPAIRS OF ECDC PROPERTIES, MTHATHA CLUSTER H2 – UNITRA COURT
Bid No:	ECDC/INFRA/11/032023

Provide a schedule of contactable references

Attach document here

T2.2.2 j – Scope of Works and Detailed Specifications

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

Project title:	BULK PHASED MAINTENANCE AND REPAIRS OF ECDC PROPERTIES, MTHATHA CLUSTER H2 – UNITRA COURT
Bid No:	ECDC/INFRA/11/032023

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: BULK PHASED MAINTENANCE AND REPAIRS OF ECDC PROPERTIES, MTHATHA CLUSTER H2 – UNITRA COURT

Bid No: ECDC/INFRA/11/032023

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>AND WHO IS:</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>Note:</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:

Name of Representative	Signature	Date

SIGNED BY WITNESS:

Name of Representative	Signature	Date

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:

Name of representative	Capacity	Date
.....		
.....		
.....		
.....		
Address	Signature	

Witnessed by:

Name of witness	Signature	Date

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

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The **JBCC Series 2000 Principal Building Agreement Edition 6.2 prepared by the Joint Building Contracts Committee, May 2018** is applicable to this Contract and is incorporated herein by reference a copy of these.

Copies of these Conditions of Contract may be obtained from the offices of ECDC, Ocean Terrace, Quigney, East London Tel. No. +27 43 704 5600

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

The Contract Data and JBCC Principal Agreement Edition 4.1 Code 2101, March 2005 shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency.

The following contract specific data are applicable to this Contract:

CONTRACT SPECIFIC DATA			
Clause	Data		
27.1	The Latent Defects Liability Period is: Ten (10) years commencing at the start of the construction period and ending 10 years from the date of final completion.		
24.0	The time for achieving Practical Completion for this project is: five (5) calendar months from the Commencement Date. The construction period excludes the period that will be taken for acquiring the construction work Permit. (Contractor to communicate this with the Client)		
1.0	The name of the Employer is: Eastern Cape Development Corporation		
1.0	The name of the Employer's Agent is: ECDC		
1.0	The address of the Employer for receipt of communications is: <table><tr><td><u>Physical address:</u> Eastern Cape Development Corporation Ocean Terrace Park Moore Street Quigney, East London 5201 Tel : +27 43 704 5600</td><td><u>Postal address:</u> P.O Box 11197 Southernwood 5213</td></tr></table>	<u>Physical address:</u> Eastern Cape Development Corporation Ocean Terrace Park Moore Street Quigney, East London 5201 Tel : +27 43 704 5600	<u>Postal address:</u> P.O Box 11197 Southernwood 5213
<u>Physical address:</u> Eastern Cape Development Corporation Ocean Terrace Park Moore Street Quigney, East London 5201 Tel : +27 43 704 5600	<u>Postal address:</u> P.O Box 11197 Southernwood 5213		
CONTRACT SPECIFIC DATA: ADDITIONAL CLAUSES			
	The following additional clause applies:- In the event of any discrepancy or conflict between any parts of the Contract Documents, the		

	<p>order of preference shall be as follows:</p> <ol style="list-style-type: none"> 1. Project Specifications 2. Special Conditions of Contract 3. General Conditions of Contract 4. Conditions of Tender 5. Standardized/Particular Specifications 6. Contract Drawings (No drawings available) 7. Schedule of Quantities
	<p>The following additional clause applies:-</p> <p>The Employer may make direct payments to suppliers on behalf of the Contractor subject to the receipt of a specific request from the Contractor and subject to the following conditions:</p> <p>An original of the invoice together with a signed Cession Form is submitted together with a certificate approved by the Employer's Agent.</p> <p>The Contractor cedes, transfers and assigns all the rights, title and interest in and to the materials and goods to the total value of the invoice.</p> <p>The cession shall become effective as soon as payment is made by the Employer or on behalf of the Employer.</p> <p>The Contractor indemnifies the Employer against any loss or damage whatsoever to the said material and goods whilst they are in the Contractors possession and in transit to the site and until such time as they are safely and properly stored on the site, and the Contractor undertakes to effect adequate insurance against these risks. Such insurance shall be for the full value of the materials and goods and goods certified for payment and the insurance policy ceded in full to the Employer.</p>
	<p>The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the Contract:</p> <ul style="list-style-type: none"> • Nomination of Employer's Agent's Representative • Employer's Agent's authority to delegate • Non-working times • Suspension of the Works • Acceleration instead of extension of time
	<p>The following additional clause applies:-</p> <p>The onus rests with the Contractor to raise any item about which the Contractor may be uncertain, with the Employer's Agent's Representative. Any advice given to the Contractor by the Employer's Agent's Representative in response to matters so raised shall not be construed as instructions and shall be held to have been given without prejudice.</p>
	<p>The following additional clause applies:-</p> <p>The Employer or the Employer's Agent under delegated authority, reserves the right to obtain the services of consultants on any matter pertaining to this contract; the employment of such consultants forms no part of this contract; a consultant's advice and/or documentation is to be followed only if the Employer's Agent or the Employer's Agent's Representative so instructs.</p>

	<p>All references to “design” are deemed to be deleted and the Contractor shall bear no liability in respect of the Projects design, other than the temporary works and items clearly indicated to design on drawings.</p>
	<p>The following additional clause applies:-</p> <p>The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder.</p> <p>An agreement is included in the Contract Document (C1.1 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licenced Compensation Insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.</p>
	<p>The total value of work executed by subcontractors shall be agreed on by the Client and awarded Bidder upon acceptance of appointment.</p>
	<p>The documentation required before commencing with the Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan • Methodology on how to proceed with work while flats have tenants • Initial programme • Security • Insurance • Letter of Good Standing from the Compensation Commissioner (if not insured with a Licenced Compensation Insurer)
	<p>The time to submit the documentation required before commencement of the Works is:</p> <p>14 calendar days</p>
	<p>Access and possession of site shall not be exclusive to the Contractor but will be shared by the Employers management / maintenance and operational staff on site.</p>
	<p>The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.</p>
	<p>The non-working days are: Saturdays and Sundays. The special non-working days are:</p> <p>(1) All gazetted public holidays falling outside the year end break. (2) The year end break commencing on 15 December 2022 and ending on 14 January 2023 both days included.</p>
	<p>The following additional clause shall apply:</p> <p>Should the Employer’s Agent permit work outside of normal Employer working hours (viz Mondays to Fridays inclusive sunrise to sunset) and on Saturdays, Sundays or on any of the non-working days stated in the Appendix and if he deems the presence of the Employer’s Agent’s Representative or other duly authorised representative to be necessary, the Contractor will be liable for the cost of such supervision (calculated at a daily rate of 1/130 of the annual salary of such representative). Where the Employer’s Agent has ordered such work, the salary of the representative will be to the account of the</p>

	<p>Employer.</p> <p>A minimum of 24 hours notification of intent to work outside normal working hours shall be regarded as sufficient notice as set out above.</p>
	<p>The penalty for failing to complete the Works is: 2.75c / R100 of contract value (excl. VAT) per calendar day</p>
	<p>The security to be provided by the Contractor shall be performance guarantee and shall be one of the alternatives scheduled in Part 2: Data Provided by the Contractor. The performance guarantee shall contain the wording of the document included in PART 3 (Proforma Forms).</p>
	<p>The percentage allowances to cover overhead charges for day work are as follows:</p> <ul style="list-style-type: none"> • 15% of the gross remuneration of workmen and foremen actually engaged in the day work; • 15% on the net cost of materials actually used <p>No allowance will be made for work done, or for materials and equipment for which day work rates have been quoted at tender stage.</p>
	<p>The following additional clause shall apply: Should the necessity arise the Contractor will have to provide a Bank approved guarantee as a payment guarantee for the sum of materials off site, on proof of order of such materials</p>
	<p>The provisional sums stated in the Schedule of Quantities are net amounts covering the actual expenditure which the Employer may incur.</p>
	<p>The following additional clause shall apply: The Works are measured in accordance with the current Standard System of in Measuring Building Works South Africa, No claims arising from the method of measurement will be entertained.</p>
	<p>Contract Price Adjustment: N/A applicable</p> <p>The value of all certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The value of $x = 0.15$</p> <p>The value of coefficients are: $a = 0.30$</p> <p style="padding-left: 100px;">$b = 0.30$</p> <p style="padding-left: 100px;">$c = 0.35$</p> <p style="padding-left: 100px;">$d = 0.05$</p> <p>The province wherein the larger part of the Site is located is the Eastern Cape.</p> <p>The area for the Producer Price Index for fuel is Inland.</p> <p>The base month is the month prior to tender closing.</p>

The additional Conditions of Contract are:

	<p>Public Liability: R 10 million per incident.</p>
	<p>Add new sub clause</p> <p>Applicable labour laws</p> <p>The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63</p>

The additional Conditions of Contract are:

of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.

1 Introduction

1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

1.2 In this document –

- (a) “department” means any department of the State, implementing agent or contractor;
- (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
- (c) “worker” means any person working in an elementary occupation on a SPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

2 Terms of work

2.1 Workers on a Special Public Works Programme (SPWP) are employed on a temporary basis.

2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3 Normal hours of work

3.1 An employer may not set tasks or hours of work that require a worker to work–

- (a) more than forty hours in any week;
- (b) on more than five days in any week; and
- (c) For more than eight hours on any day.

3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

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

4 Meal breaks

4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

4.2 An employer and worker may agree on longer meal breaks.

4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

The additional Conditions of Contract are:

4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5 Special conditions for security guards

5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6 Daily rest period

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

7 Weekly rest period

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

8 Work on Sundays and public holidays

8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

8.2 Work on Sundays is paid at the ordinary rate of pay.

8.3 A task-rated worker who works on a public holiday must be paid –

- (a) the worker's daily task rate, if the worker works for less than four hours;
- (b) Double the worker's daily task rate, if the worker works for more than four hours.

8.4 A time-rated worker who works on a public holiday must be paid –

- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- (b) Double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

9 Sick leave

9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

9.3 A worker may accumulate a maximum of twelve days sick leave in a year.

9.4 Accumulated sick leave may not be transferred from one contract to another contract.

9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

9.7 An employer must pay a worker sick pay on the worker's usual pay day.

9.8 Before paying sick pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

- (a) absent from work for more than two consecutive days; or
- (b) absent from work on more than two occasions in any eight-week period. **8**

9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

9.10 A worker is not entitled to be paid sick leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

The additional Conditions of Contract are:

10 Maternity leave

10.1 A worker may take up to four consecutive month's unpaid maternity leave.

10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

10.5 A worker may begin maternity leave –

(a) four weeks before the expected date of birth; or

(b) on an earlier date –

(i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or

(ii) if agreed to between employer and worker; or

(c) On a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

11 Family responsibility leave

11.1 Workers who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances:

(a) when the employee's child is born;

(b) when the employee's child is sick;

(c) in the event of a death of

(i) the employee's spouse or life partner;

(ii) The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

12 Statement of conditions

12.1 An employer must give a worker a statement containing the following details at the start of employment:

(a) the employer's name and address and the name of the SPWP;

(b) the tasks or job that the worker is to perform; and

(c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;

(d) the worker's rate of pay and how this is to be calculated;

(e) The training that the worker will receive during the SPWP.

12.2 An employer must supply each worker with a copy of these conditions of employment.

The additional Conditions of Contract are:

13 Keeping records

13.1 Every employer must keep a written record of at least the following:

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) Payments made to each worker.

13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

14 Payment

14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

14.2 A task-rated worker will only be paid for tasks that have been completed.

14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

14.4 A time-rated worker will be paid at the end of each month.

14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

14.6 Payment in cash or by cheque must take place –

- (a) at the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (c) In a sealed envelope which becomes the property of the worker.

14.7 An employer must give a worker the following information in writing:

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) The actual amount paid to the worker.

14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.

14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15 Deductions

15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

15.4 An employer may not require or allow a worker to –

- (a) repay any payment except an overpayment previously made by the employer by mistake;
- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
- (c) Pay the employer or any other person for having been employed.

The additional Conditions of Contract are:

16 Health and safety

16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

- (e) Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

16.2 A worker must –

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the SPWP;
- (d) use any personal protective equipment or clothing issued by the employer;

17 Compensation for injuries and diseases

17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

17.2 A worker must report any work-related injury or occupational disease to their employer or manager.

17.3 The employer must report the accident or disease to the Compensation Commissioner.

17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

18 Termination

18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

18.2 A worker will not receive severance pay on termination.

18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

19 Certificate of service

19.1 On termination of employment, a worker is entitled to a certificate stating –

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the SPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the SPWP;
- (f) the period for which the worker worked on the SPWP;

The additional Conditions of Contract are:

(g) Any other information agreed on by the employer and worker."

C1.3 – Form of Guarantee

Part C2: Pricing data

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 of-loading required for the delivery of the plant and equipment to the site, including in the case of of-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 of-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 of-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
(See Attached)



INTERNAL AND EXTERNAL REFURBISHMENT WORK AT UNITRA COURT

BID NO. ECDC/INFRA/11/032023

Bill No	FINAL SUMMARY	Page No	Amount
	SECTION 1		
1	PRELIMINARIES	8	
	SECTION 2- BUILDING WORKS		
2	ALTERATIONS (PROVISIONAL)	10	
3	CARPENTRY AND JOINERY	11	
4	TILING	12	
5	PLUMBING AND DRAINAGE (PROVISIONAL)	13	
6	PAINTWORK	14	
7	PROVISIONAL SUMS	15	
	SUB TOTAL		R
	CONTINGENCIES (10%)		R
	SUB TOTAL		R
	VALUE-ADDED TAX (15%)		R
	TOTAL CONSTRUCTION COST		R
	Carried to Form Of Tender form of Offer		R



INTERNAL AND EXTERNAL REFURBISHMENT WORK AT UNITRA COURT

BID NO. ECDC/INFRA/11/032023

Item No	Bill Description	Unit	Quantity	Rate	Amount
	<p>BILL NO. 1</p> <p><u>PRELIMINARIES</u></p> <p><u>BUILDING AGREEMENT AND PRELIMINARIES</u></p> <p>i) The agreement is to be the JBCC Series 2000 Principal Building Agreement Edition 6.2 prepared by the Joint Building Contracts Committee, May 2018</p> <p>ii) The Preambles shall comprise the Model Preambles for Trades 2008 edition recommended and published by the Association of South African Quantity Surveyors supplemented by the additional preambles contained herein.</p> <p>Any amendments and/or information is listed under the supplementary preambles at the start of each trade in the bills of quantities.</p> <p>The descriptions of all items throughout the bills of quantities must be read in conjunction with and in the context of the requirements and specifications given in the Model Preambles for Trades, Supplementary Preambles to the Model Preambles and the bill descriptions.</p> <p>No claims arising from brevity of descriptions of bill items fully described in the said Model Preambles for Trades and Supplementary Preambles will be granted.</p> <p>iii) Tenderers are referred to the above mentioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary</p> <p>iv) Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading</p> <p>v) Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable")</p> <p>vi) The Tenderer shall allow opposite each of the items whatever costs and charges he may consider necessary for the carrying out, complying with and due observance of the provisions, conditions and requirements set out therein.</p>				



INTERNAL AND EXTERNAL REFURBISHMENT WORK AT UNITRA COURT

BID NO. ECDC/INFRA/11/032023

Item No	Bill Description	Unit	Quantity	Rate	Amount
	<p>vii) If Option A as set out in clause 26 of the JBCC Contract Data is selected by the contractor for the adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories by the insertion of "F" , "V" or "T" as the case may be against the price in the "Rate" column immediately preceding the "Amount" column, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount variable in proportion to time.</p>				



INTERNAL AND EXTERNAL REFURBISHMENT WORK AT UNITRA COURT

BID NO. ECDC/INFRA/11/032023

Item No	Bill Description	Unit	Quantity	Rate	Amount
	SECTION A: PRINCIPAL BUILDING AGREEMENT				
	INTERPRETATION				
1/1	Definitions and Interpretation (clause 1)				
1/2	Law, regulations and notices (clause 2)				
1/3	Offer and acceptance (clause 3)				
1/4	Assignment and Cession (clause 4)				
1/5	Contract Documents (clause 5)				
1/6	Employer's Agents (clause 6)				
1/7	Design Responsibility (clause 7)				
	INSURANCE AND SECURITY				
1/8	Works Risk (clause 8)	Item			
1/9	Indemnities (clause 9)	Item			
1/10	Insurances (clause 10)	Item			
1/11	Security (clause 11)	Item			
	EXECUTION				
1/12	Duties of the parties (Clause 12)				
1/13	Setting out (Clause 13)				
1/14	Nominated Subcontractors (clause 14)				
1/15	Selected Subcontractors (clause 15)				
1/16	Direct Contractors (clause 16)				
1/17	Contract Instructions (clause 17)				
	COMPLETION				
1/18	Interim Completion (clause 18)				
1/19	Practical Completion (clause 19)				
1/20	Sectional Completion (clause 20)				
1/21	Defects Liability Period and Final Completion (clause 21)				
1/22	Latent Defects Liability Period (clause 22)				
1/23	Revision of Date for Practical Completion (clause 23)				
1/24	Penalty for Late or Non completion (clause 24)				



INTERNAL AND EXTERNAL REFURBISHMENT WORK AT UNITRA COURT

BID NO. ECDC/INFRA/11/032023

Item No	Bill Description	Unit	Quantity	Rate	Amount
<u>PAYMENT</u>					
1/25	Payment (clause 25)				
1/26	Adjustment of the Contract Value and Final Account (clause 26)				
1/27	Recovery of Expense and Loss (clause 27)				



INTERNAL AND EXTERNAL REFURBISHMENT WORK AT UNITRA COURT

BID NO. ECDC/INFRA/11/032023

Item No	Bill Description	Unit	Quantity	Rate	Amount
	<p><u>SUSPENSION AND TERMINATION</u></p> <p>1/28 Suspension by the Contractor (clause 28)</p> <p>1/29 Termination (clause 29)</p> <p><u>DISPUTE RESOLUTION</u></p> <p>1/30 Dispute Resolution (clause 30)</p> <p><u>CONTRACT AGREEMENT</u></p> <p><u>SCHEDULE OF CONTRACT DATA</u></p> <p>Information necessary for elections and completion of those clauses contained in the Contract Data schedule which are necessary for tender purposes is included in the Data Schedule included in the tender document.</p> <p><u>SECTION B: PRELIMINARIES</u></p> <p><u>DEFINITIONS AND INTERPRETATION (B1)</u></p> <p>1/31 Definitions and interpretation (B1.1 - B1.4.6)</p> <p><u>DOCUMENTS (B2)</u></p> <p>1/32 Checking of documents (B2.1)</p> <p>1/33 Provisional bills of quantities (B2.2)</p> <p>1/34 Availability of construction documentation (B2.3)</p> <p>1/35 Interests of agents (B2.4)</p> <p>1/36 Priced documents (B2.5)</p> <p>1/37 Tender submission (B2.6)</p> <p><u>THE SITE (B3)</u></p> <p>1/38 Defined works area (B3.1)</p> <p>1/39 Geotechnical investigation (B3.2)</p> <p>1/40 Inspection of the site (B3.3)</p> <p>1/41 Existing premises occupied (B3.4)</p> <p>1/42 Previous work - dimensional accuracy (B3.5)</p> <p>1/43 Previous work - defects (B3.6)</p> <p>1/44 Services - known (B3.7)</p> <p>1/45 Services - unknown (B3.8)</p>				



INTERNAL AND EXTERNAL REFURBISHMENT WORK AT UNITRA COURT

BID NO. ECDC/INFRA/11/032023

Item No	Bill Description	Unit	Quantity	Rate	Amount
1/46	Protection of trees etc (B3.9)				
1/47	Articles of value (B3.10)				
1/48	Inspection of adjoining properties etc (B3.11)				

**INTERNAL AND EXTERNAL REFURBISHMENT WORK AT UNITRA COURT****BID NO. ECDC/INFRA/11/032023**

Item No	Bill Description	Unit	Quantity	Rate	Amount
	MANAGEMENT OF CONTRACT (B4)				
1/49	Management of the works (B4.1)	Months	5		
1/50	Programming for the works (B4.2)	Months	5		
1/51	Progress meetings (B4.3)	Months	5		
1/52	Technical meetings (B4.4)	Months	5		
	SAMPLES AND SHOP DRAWINGS (B5)				
1/53	Samples of materials (B5.1)	Item			
1/54	Workmanship samples (B5.2)	Item			
1/55	Shop drawings (B5.3)	Item			
1/56	Compliance with manufacturers' instructions (B5.4)	Item			
	TEMPORARY WORKS AND PLANT (B6)				
1/57	Deposits and fees (B6.1)	Item			
1/58	Enclosure of the works (B6.2)	Months	5		
1/59	Advertising (B6.3)	Item			
1/60	Plant, equipment, sheds and offices (B6.4)	Months	5		
1/61	Main notice board (B6.5)	Item			
1/62	Subcontractors notice board (B6.6)	Item			
	TEMPORARY SERVICES (B7)				
1/63	Location (B7.1)	Item			
1/64	Water (B7.2)	Months	5		
1/65	Electricity (B7.3)	Months	5		
1/66	Telecommunication equipment (B7.4)	Months	5		
1/67	Ablution facilities (B7.5)	Months	5		
	PRIME COST AMOUNTS (B8)				
1/68	Responsibility for prime cost amounts (B8.1)	Item			
	ATTENDANCE ON N/S SUBCONTRACTORS (B9)				
1/69	General attendance (B9.1)	Item			



INTERNAL AND EXTERNAL REFURBISHMENT WORK AT UNITRA COURT

BID NO. ECDC/INFRA/11/032023

Item No	Bill Description	Unit	Quantity	Rate	Amount
1/70	Special attendance (B9.2) Clause 9.2 shall be amended by the addition of the following: "The Contractor shall permit reasonable usage by subcontractors of hoisting and crane facilities whilst they remain on site and not being used by the contractor. In the event that the hoisting facility is either not available for use or has insufficient capacity to hoist the subcontractors' plant or materials, the subcontractor will make his own arrangements for such hoisting at the sub-contractor's cost"	Item			
1/71	Commissioning - Fuel, water and power (B9.3)	Item			

**INTERNAL AND EXTERNAL REFURBISHMENT WORK AT UNITRA COURT****BID NO. ECDC/INFRA/11/032023**

Item No	Bill Description	Unit	Quantity	Rate	Amount
	FINANCIAL ASPECTS (B10)				
1/72	Statutory taxes, duties and levies (B10.1)	Item			
1/73	Payment of preliminaries (B10.2)	Item			
1/74	Adjustment of preliminaries (B10.3)	Item			
1/75	Payment certificate cash flow (B10.4)	Item			
1/76	Contractor information supply (B10.5)	Item			
	GENERAL (B11)				
1/77	Protection of works (B11.1) Specific enclosure of the works has been measured in Bill No 2 - Demolitions and Alterations	Item			
1/78	Protection/isolation of existing/sectionally occupied works (B11.2)	Item			
1/79	Site security (B11.3)	Months	5		
1/80	Notice before covering work (B11.4)	Item			
1/81	Disturbance (B11.5)	Item			
1/82	Environmental disturbance (B11.6)	Item			
1/83	Works cleaning and clearing (B11.7)	Item			
1/84	Vermin (B11.8)	Item			
1/85	Overhand work (B11.9)	Item			
1/86	Instruction manuals and guarantees (B11.10)	Item			
1/87	As built information (B11.11)	Item			
1/88	Tenant Installations (B11.12)	Item			

**INTERNAL AND EXTERNAL REFURBISHMENT WORK AT UNITRA COURT****BID NO. ECDC/INFRA/11/032023**

Item No	Bill Description	Unit	Quantity	Rate	Amount
	SECTION C: SPECIFIC PRELIMINARIES				
	THE SITE				
1/89	UNAUTHORISED PERSONS ON SITE The contractor shall at all times strictly exclude all unauthorized persons from the works. The contractor is to ensure than all his workforce including all sub-contractors are clearly identifiable and wear identification tags at all times during construction No workmen or labourers are to be allowed under any circumstances to sleep or deposit any kit on the premises. Furthermore the contractor shall take all measures necessary to ensure that no workmen are allowed onto the site at any time after works completion without the specific permission of the principal agent.	Item			
1/90	OVERTIME Should overtime be required to be worked for any reason whatsoever the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorised in writing prior to the execution thereof that costs for such overtime are to be borne by the employer.				
1/91	SITE RECORDS The contractor shall maintain on site a book in which records of the work done, site visitors, rainfall, maximum and minimum temperatures, delays, particulars of the work force and major plant and equipment are recorded on a daily basis, and counter signed by the principal agent or his representative. A copy of this information is to be made available to the principal agent at each progress meeting.				
1/92	LABOUR RECORD At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day.				
1/93	PLANT RECORD At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.				
1/94	FUNDING OF THE CONTRACT				



INTERNAL AND EXTERNAL REFURBISHMENT WORK AT UNITRA COURT

BID NO. ECDC/INFRA/11/032023

Item No	Bill Description	Unit	Quantity	Rate	Amount
1/95	<p>The contractor shall not be entitled to any claim for any expense or loss should the value of quantities of work be reduced or totally abandoned for whatever reason.</p> <p>FINANCIAL ASPECTS</p> <p>COSTS OF CLAIMS</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>				



INTERNAL AND EXTERNAL REFURBISHMENT WORK AT UNITRA COURT

BID NO. ECDC/INFRA/11/032023

Item No	Bill Description	Unit	Quantity	Rate	Amount
1/96	<p>GENERAL</p> <p>SAMPLES OF MATERIALS AND WORKMANSHIP</p> <p>The contractor shall provide all necessary samples of the following materials and workmanship as required by the Principal Agent including but not limited to: Paint colours Floor finishes</p>				
1/97	<p>MODE OF PROCEDURE</p> <p>Notwithstanding anything to the contrary contained herein the principal agent at all times reserves the right to direct the order in which the various parts of the Contract are to be executed. The Contractor shall give priority to any individual section or portion of the works that, in the opinion of the principal agent, requires to be expedited.</p> <p>Should it appear, in the principal agent's opinion, that work in any area is not being executed in accordance with the requirements of the programme, the contractor shall provide additional manpower and resources and shall work additional overtime and do everything else required to bring the work back to programme to the satisfaction of the principal agent.</p>				



INTERNAL AND EXTERNAL REFURBISHMENT WORK AT UNITRA COURT

BID NO. ECDC/INFRA/11/032023

Item No	Bill Description	Unit	Quantity	Rate	Amount
1/98	<p>GUARANTEES AND MAINTENANCE</p> <p>INSTRUCTIONS/MANUALS</p> <p>The contractor shall obtain and hand over to the principal agent on practical completion all relevant operating and maintenance instruction manuals, data or instructions required by the principal agent or provided by manufacturers, suppliers or sub-contractors. Practical completion will not be achieved if such documentation is not handed over.</p> <p>The contractor shall ensure that all warranties and guarantees received are fully ceded to the employer on final completion, failing which the release of the retention will be withheld until this is satisfactorily completed.</p> <p>SERVICES</p>				
1/99	<p>WATER AND ELECTRICITY</p> <p>The employer shall provide water and electricity for the works and the contractor shall connect into this supply at designated points as advised</p> <p>OCCUPATIONAL HEALTH AND SAFETY ACT</p> <p>The contractor shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).</p> <p>It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document</p> <p>The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.</p> <p>Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p>	Months	5		



INTERNAL AND EXTERNAL REFURBISHMENT WORK AT UNITRA COURT

BID NO. ECDC/INFRA/11/032023

Item No	Bill Description	Unit	Quantity	Rate	Amount
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INTERNAL AND EXTERNAL REFURBISHMENT WORK AT UNITRA COURT

BID NO. ECDC/INFRA/11/032023

Item No	Bill Description	Unit	Quantity	Rate	Amount
	<p><u>BILL NO. 2</u></p> <p><u>ALTERATIONS (PROVISIONAL)</u></p> <p><u>The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition)</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Site inspection</p> <p>The Tenderer is advised to visit the site, inspect the existing premises and acquaint himself thoroughly with the nature of the work specified.</p> <p>Sizes and dimensions</p> <p>All sizes and dimensions stated herein are approximate and deemed only sufficient to identify the item of work concerned.</p> <p>No allowance for overbreak has been made to any of the adjoining structures, walls, finishes, etc., where removals or pockets occur (the nett opening size, etc., has been made good in later items of this bill where such making good has not been included with the item) and the Contractor must allow in his prices for making good any overbreak that may occur.</p> <p>Materials</p> <p>Old materials from alterations, except where described to be re-used or handed over, become the property of the contractor.</p> <p>Old materials from the alterations, except where described to be re-used or handed over, as well as all rubbish, etc., must be regularly carted from the site and not be allowed to accumulate on or around the site.</p> <p>None of the old materials are to be used for new work except where specifically described as being set aside for re-use.</p> <p>General</p> <p>All new finishes are measured in the relevant trades for new work.</p> <p>Allow for watering the works sufficiently to prevent nuisance from dust.</p> <p>All alteration works described hereunder shall imply the use of an approved screed or plaster repairing compound and preparing existing surfaces to receive new.</p>				



INTERNAL AND EXTERNAL REFURBISHMENT WORK AT UNITRA COURT

BID NO. ECDC/INFRA/11/032023

Item No	Bill Description	Unit	Quantity	Rate	Amount
	<p>Provide all necessary additional barricades, screens, overhead protections, etc., required to ensure the safety of persons, property, etc., and remove at completion.</p> <p>All alteration work is within an existing facility. The contractor shall take utmost care to minimise damage to existing completed works in the vicinity of the alteration works.</p> <p>Trade Names</p> <p>Reference to any particular trademark, product name, patent, origin or type is purely to establish an acceptable standard. Products or articles of an equivalent standard may be substituted.</p> <p>REMOVAL OF EXISTING WORKS</p> <p>Take down and removing UPVC gutters and downpipes and make good remaining surfaces and finishes:</p> <p>1 Marly uPVC gutters fixed to fibre cement fascia m 51</p> <p>2 uPVC down pipes with shoes and brackets m 41</p> <p>Taking off and removing skirtings:</p> <p>3 Timber skirtings from brickwork m 320</p> <p>Taking up and removal of vinyl floor coverings, carpeting, etc.</p> <p>4 Carpet tile floor covering including preparing screed for new carpet, vinyl sheeting or tile etc (new floor finish elsewhere) m2 310</p> <p>5 Vinyl tile floor covering including preparing screed for new carpet, vinyl sheeting or tile etc (new floor finish elsewhere) m2 68</p> <p>MAKING GOOD OF FINISHES, ETC.</p> <p>Making good 200 x 200mm white glazed ceramic tiles:</p> <p>6 On walls in patches m2 65</p>				
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INTERNAL AND EXTERNAL REFURBISHMENT WORK AT UNITRA COURT

BID NO. ECDC/INFRA/11/032023

Item No	Bill Description	Unit	Quantity	Rate	Amount
	<p>BILL NO. 3</p> <p>CARPENTRY AND JOINERY</p> <p>All work is measured in accordance with the Standard System of Measuring Building Work (Sixth Edition)</p> <p>For Preambles refer to "MODEL PREAMBLES FOR TRADES 2008", published by the Association of South African Quantity Surveyors. These are deemed to be included in these Bills of Quantities and tenderers are to ensure that they are in possession thereof.</p> <p>SUPPLEMENTARY PREAMBLES.</p> <p>Joinery</p> <p>Description of frames shall be deemed to include frames, transomes, mullions, rails, etc</p> <p>Fixing</p> <p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete</p> <p>Sealants, etc</p> <p>Tenders should include silicone sealant between skirting and finished surfaces of walls and floors in their price for skirtings</p> <p>SKIRTINGS</p> <p>Wrought softwood:</p>				
1	19 x 70mm High skirting, plugged	m	320		
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INTERNAL AND EXTERNAL REFURBISHMENT WORK AT UNITRA COURT

BID NO. ECDC/INFRA/11/032023

Item No	Bill Description	Unit	Quantity	Rate	Amount
	<p>BILL NO.4</p> <p>TILING</p> <p>All work is measured in accordance with the Standard System of Measuring Building Work (Sixth Edition)</p> <p>For Preambles refer to "MODEL PREAMBLES FOR TRADES 2008", published by the Association of South African Quantity Surveyors. These are deemed to be included in these Bills of Quantities and tenderers are to ensure that they are in possession thereof.</p> <p>SUPPLEMENTARY PREAMBLES</p> <p>Descriptions Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding</p> <p>FLOOR TILING</p> <p>300 x 300 x 6mm Porcelain tiles (Allow the PC Sum of R300.00/m2 for supply and delivery) fixed with an approved adhesive on cement screed (screed preparation elsewhere measured) and jointed and pointed with tinted tile grout:</p>				
1	On floors and landings	m2	600		
2	On narrow widths	m2	40		
3	Skirting 100mm high	m	36		
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INTERNAL AND EXTERNAL REFURBISHMENT WORK AT UNITRA COURT

BID NO. ECDC/INFRA/11/032023

Item No	Bill Description	Unit	Quantity	Rate	Amount
	<p>BILL NO. 5</p> <p>PLUMBING AND DRAINAGE (PROVISIONAL)</p> <p>All work is measured in accordance with the Standard System of Measuring Building Work (Sixth Edition)</p> <p>For Preambles refer to "MODEL PREAMBLES FOR TRADES 2008", published by the Association of South African Quantity Surveyors. These are deemed to be included in these Bills of Quantities and tenderers are to ensure that they are in possession thereof.</p> <p>RAINWATER DISPOSAL</p> <p>Rainwater Gutters and Downpipes:</p> <p>Marley Vynadeep' uPVC or equal approved:</p>				
1	150mm Eaves gutters	m	51		
2	100mm Diameter rainwater pipe fixed to wall with brackets, including sealing joints.	m	41		
3	Extra over eaves gutters for stopped ends.	No	16		
4	Extra over rainwater pipe for shoe.	No	8		
	<p>ELECTRIC WATER HEATERS</p> <p>Kwikot</p> <p>Provide the sum of Eight Thousand Five Hundred Rands (R8500.00) for the removal of existing and replacing with new 150L geyser including connecting and conducting the necessary testing.</p>				
3		Item	4		
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**INTERNAL AND EXTERNAL REFURBISHMENT WORK AT UNITRA COURT****BID NO. ECDC/INFRA/11/032023**

Item No	Bill Description	Unit	Quantity	Rate	Amount
	<p>BILL NO. 5 - PAINTWORK</p> <p>PAINTWORK</p> <p>All work is measured in accordance with the Standard System of Measuring Building Work (Sixth Edition)</p> <p>For Preambles refer to "MODEL PREAMBLES FOR TRADES 2008", published by the Association of South African Quantity Surveyors. These are deemed to be included in these Bills of Quantities and tenderers are to ensure that they are in possession thereof.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>DESCRIPTIONS</u></p> <p>Descriptions of paintwork shall be deemed to include for all cutting in</p> <p>PAINTWORK, ETC ON EXISTING WORK</p> <p>SABS Approved paint applied in accordance with manufacturer's instructions:</p> <p>ON FLOATED PLASTER</p> <p>Prepare surfaces and remove all loose material, apply two coats acrylic emulsion paint:</p>				
1	On interior walls	m2	1083		
2	On ceilings and cornices	m2	204		
	<p>Prepare surfaces and remove all loose material, apply two coats acrylic PVA paint:</p>				
3	On external walls	m2	1138		
	<p>ON METAL</p> <p>Prepare surfaces and remove all loose material, apply two coats acrylic PVA paint:</p>				
4	On windows	m2	121		
	<p>ON WOOD</p> <p>Clean, fill holes, sand down and prepare wood surfaces and apply two coats polyurethane varnish with light sanding between coats:</p>				
5	On interior and exterior doors	m2	27		



INTERNAL AND EXTERNAL REFURBISHMENT WORK AT UNITRA COURT

BID NO. ECDC/INFRA/11/032023

Item No	Bill Description	Unit	Quantity	Rate	Amount
6	<p>Clean, fill holes, sand down and prepare wood surfaces and apply three coats polyurethane varnish with light sanding between coats:</p> <p>On skirtings, rail, etc not exceeding 300mm girth</p>	m	320		
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INTERNAL AND EXTERNAL REFURBISHMENT WORK AT UNITRA COURT

BID NO. ECDC/INFRA/11/032023

Item No	Bill Description	Unit	Quantity	Rate	Amount
	<p>BILL NO. 6</p> <p>BUDGETARY ALLOWANCES</p> <p><u>General</u></p> <p>Work for which budgetary allowances are provided will be measured and valued in accordance with the type of contract to be used during the execution of the works and deducted in whole or in part if not required without any compensation for loss or profit on the said allowances.</p> <p>BUDGETARY ALLOWANCES</p> <p><u>General</u></p> <p>Work for which budgetary allowances are provided will be measured and valued in accordance with the type of contract to be used during the execution of the works and deducted in whole or in part if not required without any compensation for loss or profit on the said allowances.</p> <p>BUDGETARY ALLOWANCES</p> <p><u>Services</u></p> <p>Provide the sum of Fifteen Thousand Rands (R15,000,00) for the cleaning and providing of services to items such as existing windows including re-aligning, installing missing parts, fixing broken glass panes and applying putty wherever necessary.</p>				
1		Item	1	15 000,00	15 000,00
	Attendance	%			
	Profit	%			
	<p><u>Carpentry & Joinery</u></p> <p>Provide the sum of Thirty Five Thousand Rands (R35 000,00) for attending to capentry and joinery items such as kitchen built in cupboards and bedroom built in wardrobes for fixing of doors, ironmongery, shelves, missing parts etc.</p>				
2		Item	1	35 000,00	35 000,00
	Attendance	%			
	Profit	%			
	<p><u>Plumbing Services</u></p> <p>Provide the sum of Forty Five Thousand Five Hundred Rands (R45 000,00) for the inspection of all plumbing and drainage connections and fixing of all the leaks and installation of broken and missing parts including the provision of issuing certificate of complience</p>				
3		Item	1	45 000,00	45 000,00



INTERNAL AND EXTERNAL REFURBISHMENT WORK AT UNITRA COURT

BID NO. ECDC/INFRA/11/032023

Item No	Bill Description	Unit	Quantity	Rate	Amount
	Attendance	%			
	Profit	%			
	<u>Electrical Inspections</u>				
4	Provide the sum of Fifty Five Thousand Rands (R55 00,00) for the inspection of all electrical connections including missing/repositioning of wiring and installation of missing fitting and including the provision of issuing the certificate of compliance	Item	1	55 000,00	55 000,00
	Attendance	%			
	Profit	%			
	<u>Community Liason Officer (CLO)</u>				
5	Provide the sum of Twenty Seven Thousand and Five Hundred Rands (R27,500.00) for provision of community liaison officer to be employed by contractor	Item	1	27 500,00	27 500,00
	Attendance	%			
	Profit	%			
	<u>Project Steering Committee (PSC)</u>				
6	Provide the sum of Thirty Thousand Rands (R30,000.00) for provision of reimbursing of Project Steering Committee members to be employed by Social Facilitator	Item	1	30 000,00	30 000,00
	Attendance	%			
	Profit	%			
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Part C3: Scope of work
C3 - Scope of work

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

This existing large single storey storage facility requires the following work:

- Site clearance and cutting off grass and trees
- Removal and replace all gutters and rainwater pipes
- Repairs and waterproofing of damage flashings
- Removal of existing timber skirting and replace with new
- Removal of existing floor finishes and replace with new
- Repairs on damaged plastered walls internal and external
- Replace damaged ceiling to toilets areas
- Repainting of internal areas including ceilings
- Repainting of external plastered walls
- General repairs to internal doors and ironmongery
- General repairs to existing joinery work including aligning of doors and replacing missing parts
- New floor finishes (Tiles)
- Repairs to existing electrical works and including issuing of compliance certificates
- Repairs to existing plumbing items including replacement of geysers
- Etc (As contained in the attached BOQ)

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, to be prepared by the Employer's Agent and issued to the contractor.

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 Series 2000 Principal Building Agreement Edition 6.2 prepared by the Joint Building Contracts Committee, May 2018 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 **5 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 shall ensure that preference is given to local subcontractors and employ workers from the local communities in close proximity to the project, to execute labour related activities.