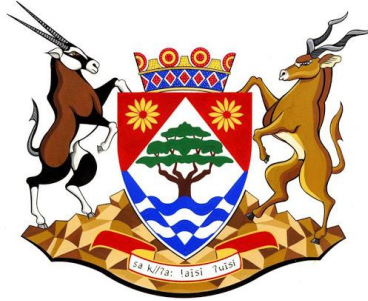


Tender Info

Tender month	MARCH 2021
Tender date:	10/03/2021
Tender Number	NC/21/2020
Title of Tender	APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION OF 93 BNG HOUSES AND VIP TOILETS IN LETLHAKAJANENG VILLAGE, JOE MOROLONG LOCAL MUNICIPALITY
Description	APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION OF 93 BNG HOUSES AND VIP TOILETS IN LETLHAKAJANENG VILLAGE, JOE MOROLONG LOCAL MUNICIPALITY
Employer	DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE NORTHERN CAPE (COGHSTA)
Employer	COGHSTA
Employer email	bslenkoe@ncpg.gov.za
Postal Address	PRIVATE BAG X5005
Town/City	KIMBERLEY
Code	8300
Physical Address1	Larry Moleko Louw Building
Physical Address2	9 CECIL SUSSMAN ROAD
Physical Address4	8301
Employer's Agent: Name	MR S. LITHAKONG
Company	LYMA CONSULTING ENGINEERS
Postal Address	SHOP 12, ROYALYARD PARK
Town/City	KIMBERLEY, 8300
Physical 1	1-9 JACOBUS SMITH AVENUE
Physical 2	KIMBERLEY 8300
Tel:	(053) 831 3330
Fax:	(053) 831 1931
E-mail:	lithakongs@lyma.co.za
Advert Date	WEDNESDAY, 10 TH MARCH 2021
Briefing Date	A compulsory virtual briefing session will be held on MONDAY, 15 MARCH 2021 at 10h00 at : https://teams.microsoft.com/l/meetup-join/19%3a66c7a9bb43f548d6b77d5116272d46a1%40thread.tacv2/1614933015522?context=%7b%22Tid%22%3a%2288c19a74-3c3b-445a-87e0-94c155bc09cf%22%2c%22Oid%22%3a%222a1606a0-2c6d-4970-8e96-be03a4541607%22%7d
Tender Documents available	www.coghsta.ncpg.gov.za
Closure Date	WEDNESDAY, 30 MARCH 2021
Closure Time	11H00
Tender Box Location	COGHSTA HEAD OFFICE, LARRY MOLEKO LOUW BUILDING, 9 CECIL SUSSMAN ROAD, KIMBERLEY, 8301.
General Enquiries Contact	Tebogo Monoametsi of CoGHSTA, Tel: (053) 807-9713, e-mail: TMonoametsi@ncpg.gov.za
Technical Enquiries Contact	SAM DIOKPALA of CoGHSTA, Tel: (053) 830-9400, e-mail: SDIOKPALA@NCPG.GOV.ZA
Procurement Policy	Preferential Procurement Regulations, 2017 (Government Gazette No. 10684)
Functionality	A functionality criterion will be applied at evaluation. Bidders must achieve a minimum score of 70 points to move to the financial bid evaluation.
PPPFA	The bid will be evaluated on the 80:20 preference point system for all the bids that meet the minimum functionality score.



CONTRACT No.: NC/21/2020

**THE CONSTRUCTION OF 93 BNG HOUSES AND VIP TOILETS
IN LETLHAKAJANENG VILLAGE, JOE MOROLONG LOCAL
MUNICIPALITY**

VOLUME 1: CONTRACT DOCUMENT

TENDER SUBMITTED BY:

Name of Company

.....

Address

.....

Telephone Number

.....

Tender Amount (Including VAT)

.....

CIDB Registration

.....

Employer:



Department of Co-operative Governance,
Human Settlements and Traditional Affairs
Private Bage X5005
Kimberley
8300

Tel: +27 53 830 9426
Fax: +27 53 830 8016

Contact Person: Mr. B.S. Lenkoe

Consulting Engineer:



LYMA Consulting Engineers
Shop 12, Royalyard Park
1-9 Jacobus Smith Avenue
Roylglen
KIMBERLEY, 8300

Tel: 053 831 3330
Fax: 053 831 1931

Contact Person: Mr. S. Lithakong

CLOSING DATE: ** (30 March 2021 @ 11h00) ******



VOLUME 1: CONTRACT DOCUMENT

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SECTION T1.2	TENDER DATA	Pink
SECTION T1.3	STANDARD CONDITIONS OF TENDER	Pink
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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



DESCRIPTION		COLOUR
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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS
AND

TRADITIONAL AFFAIRS OF THE NORTHERN CAPE

TENDER NO. NC/21/2020

THE CONSTRUCTION OF 93 BNG HOUSES AND VIPS IN LETLHAKAJANENG
VILLAGE, JOE

MOROLONG LOCAL MUNICIPALITY

CLOSING DATE: FRIDAY, TUESDAY, 30 March 2021 CLOSING TIME: 11H00

NAME OF TENDERER*
CONTACT PERSON*
ADDRESS*
TEL NO*
FAX NO*
E-MAIL ADDRESS*
CIDB GRADING*
CIDB REGISTRATION NO*
NHBRC REGISTRATION NO*
DETAILS OF A COMPETENT PERSON
B-BBEE LEVEL*
TENDER AMOUNT, EXCL. VAT*
TENDER PERIOD* weeks

(*TOBE COMPLETED BY TENDERER)

The Tender Documents (which include the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the Tenderer, the Tender No. and title and the closing date indicated on the envelope. The sealed envelope must be handed in at the Tender Box at the CoGHSTA KIMBERLEY Offices. Tenders will be opened directly after closng. Due to a two-stage evaluation process tender prices will NOT be read out.

THE TENDER

PART T1 : TENDERING PROCEDURES

PART T2 : RETURNABLE DOCUMENTS

NORTHERN CAPE PROVINCIAL GOVERNMENT

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE
TENDER NO. NC/21/2020**

**THE CONSTRUCTION OF 93 BNG HOUSES AND VIPS IN LETLHAKAJANENG
VILLAGE, JOE
MOROLONG LOCAL MUNICIPALITY**

PART T1:TENDERING PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE

TENDER NO. NC/21/2020

THE CONSTRUCTION OF 93 BNG HOUSES AND VIPS IN LETLHAKAJANENG VILLAGE, JOE
MOROLONG LOCAL MUNICIPALITY

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENT AND TRADITIONAL
AFFAIRS NORTHERN CAPE INVITES TENDERERS FOR THE CONSTRUCTION OF 93 BNG
HOUSES AND VIPS IN LETLHAKAJANENG VILLAGE, JOE MOROLONG LOCAL
MUNICIPALITY.

- T1.1.1 Tenderers should have a CIDB Contractor grading designation of **6GB; 4CE / 5GBPE; 4CE** or higher as stated in the tender data.
- T1.1.2 Tenderers must be registered with the appropriate CIDB **6GB; 4CE / 5GBPE; 4CE** or higher class of construction works and must be registered with NHBRC .
- T1.1.5 **Tender Documents**
- The physical address for collection of tender documents is:
 - The Department of COGHSTA, Kimberley, 8300.
 - Documents may be collected between 09h00 and 12h00.
 - Queries relating to the issues of these documents may be addressed to:

Consultant – Lyma Consulting Engineers

Tel No. (053) 831 3330, Fax No. 053 831 1931,

The Departement of COGHSTA
Mr. T.K Monoametsi
Tel No. (053) 807 9713
- T1.1.8 Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.
- T1.1.10 Only NHBRC and CSD registered tenderers with a CIDB grading of 6GB / 5GBPE or HIGHER are eligible to submit tenders.

THE CONSTRUCTION OF 93 BNG HOUSES AND VIPS IN LETLHAKAJANENG VILLAGE, JOE MOROLONG LOCAL MUNICIPALITY

- T1.1.11 **A COMPULSORY VIRTUAL briefing session** will be held on **MONDAY, 15 March 2021 at 10H00**. Tenderers are requested to meet at the COMMUNITY HALL, LETLHAKAJANENG VILLAGE.
- T1.1.12 Tender documents will be available after the compulsory site inspections, held in LETLHAKAJANENG VILLAGE, on the same day.
- T1.1.13 The tender requires tenderers to submit a proposal for THE CONSTRUCTION OF 93 BNG HOUSES AND VIPS IN LETLHAKAJANENG VILLAGE, JOE MOROLONG LOCAL MUNICIPALITY.
- T1.1.15 General enquiries relating to this tender should be addressed to Mr Tebogo Monoametsi of CoGHSTA, Tel: (053) 807-9713, e-mail: TMonoametsi@ncpg.gov.za and technical enquiries to Mr Sekhoane Lithakong of LYMA, Tel: (053) 833-3330, e-mail: lithakongs@lyma.co.za
- T1.1.16 Please note:
- Preference will be given to construction companies who are owned by Women. Youth & Persons with Disabilities
 - Functionality and 80/20 principle evaluation criteria will apply. Based on functionality the tenderer should score 70 or more on the following table

Functionality	Criteria	Weight
1	Experience of Tenderer	30%
2	NHBRC Registered Engineer	10%
3	Project Staff Experience	40%
4	Plant and Equipment	10%
5	Woman and Youth Owned	5%
6	Locality	5%
Total		100%

- Documents to be submitted with the tender document: An original valid Tax Clearance Certificate or certified copy inclusive of verification PIN, NHBRC certificate, Copy of CSD Registration summary report. B-BBEE Status Level Certificates or certified copies thereof. Exempted Micro Enterprises must in terms of B-BBEE Act, submit a certificate issued by an Accounting Officer as contemplated in the Close Corporation Act or Verification Agency accredited by SANAS or Registered Auditor.
- Audited financial statements for the last three years also to be submitted with the tender document.
- The requirements of the Preferential Procurement Regulations. 2017 (Government Gazette No. 10684) shall also apply, together with all other requirements as set out in the Tender Data.
- Failure to comply with above requirements will result in automatic disqualification of the bidder.
- CoGHSTA reserves the right to withdraw any invitation to tender and/or re-advertise or to reject any tender or to accept a part of it. CoGHSTA does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.
- Tenders will be opened directly after closing. Due to a two-stage evaluation process tender prices will NOT be read out

T1.2 STANDARD CONDITIONS OF TENDER

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement.

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	Wording
---------------	---------

F.1	GENERAL
-----	----------------

F.1.1	Actions
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The Employer and each Tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2	Tender documents
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The documents issued by the Employer for the purpose of a tender offer are listed in the Tender Data.

F.1.3	Interpretation
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F.1.3.1	The Tender Data and additional requirements contained in the Tender Schedules, that are included in the returnable documents, are deemed to be part of these Conditions of Tender.
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F.1.3.2	These Conditions of Tender, the Tender Data and Tender Schedules, which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.
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F.1.3.3	For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:
---------	--

a)	comparative offer means the Tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
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b)	corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process; and
----	---

c)	fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels
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F.1.4	Communication and Employer's Agent
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Each communication between the Employer and a Tenderer shall be to or from the Employer's Agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the Employer's Agent are stated in the Tender Data.

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

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

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

F.2 TENDERER'S OBLIGATIONS

F.2.1 Eligibility

Submit a tender offer only if the Tenderer complies with the criteria stated in the Tender Data and the Tenderer, or any of his principals, is not under any restriction to do business with Employer.

F.2.2 Cost of tendering

Accept that 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 satisfy requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Site visit and clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) may not be for the full cover required in terms of the Conditions of Contract identified in the Contract Data. The Tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

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

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

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the Conditions of Contract identified in the Contract Data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Tender Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the Tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes.

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

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the Scope of Work, unless stated otherwise in the Tender Data.

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

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

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the Tender Data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for Tenderers proposing to contract as joint ventures shall state who of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.

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

F.2.13.6 Where a two-envelope system is required in terms of the Tender Data, place and seal the returnable documents listed in the Tender Data in an envelope marked "Financial Proposal" and place the remaining returnable documents in an envelope marked "Technical Proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.

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

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

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

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

F.2.15 Closing date and time

F.2.15.1 Ensure that the Employer receives the tender offer at the address specified in the Tender Data not later than the closing date and time stated in the Tender Data. Proof of posting shall not be accepted as proof of delivery. The Employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender Data.

F.2.15.2 Accept that, if the Employer extends the closing date stated in the Tender Data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

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

F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Tender Data for an agreed additional period.

F.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 total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the Tenderer shall be binding upon the Tenderer.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the tender offer, the Tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.

F.3.2 Issue addenda

If necessary, issue addenda that may amend or amplify the tender documents to each Tenderer during the period from the date of the Tender Notice until seven days before the tender closing date stated in the Tender Data. If, as a result a Tenderer applies for an extension to the closing date stated in the Tender Data, the Employer may grant such extension and, will then notify it to all Tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the opening 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, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

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

F.3.5 Two-envelope system

F.3.5.1 Where stated in the Tender Data that a two-envelope system is to be followed, open only the Technical Proposal of valid 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.

F.3.5.2 Evaluate the quality of the Technical Proposals offered by Tenderers, then advise Tenderers, who remain in contention for the award of the contract, of the time and place when the Financial Proposals will be opened. Open only the Financial Proposals of Tenderers, who score in the quality evaluation above the minimum number of points for quality stated in the Tender Data, and announce the score obtained for the Technical Proposals and the total price and any preferences claimed. Return unopened Financial Proposals to Tenderers whose Technical Proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) 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.

F.3.8.3 Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

- b) If a Bill of Quantities (or Schedule of Quantities or Schedule of Rates) applies 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.
- c) 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 will be corrected.
- d) **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 a Bill of Quantities applies) to achieve the tendered total of the prices.**

F.3.9.2 Consider the rejection of a tender offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1: Financial offer	<ol style="list-style-type: none"> 1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked Tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	<ol style="list-style-type: none"> 1) Score tender evaluation points for financial offer. 2) Confirm that Tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	<ol style="list-style-type: none"> 1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Method 4: Financial offer, quality and preferences	<ol style="list-style-type: none"> 1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data. 2) Score tender evaluation points for financial offer. 3) Confirm that Tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
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Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Scoring financial offers

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

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

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P

where:

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Tender Data and calculate total score for quality.

F.3.12 Insurance provided by the Employer

If requested by the proposed successful Tenderer, submit for the Tenderer's information the policies and / or certificates of insurance which the Conditions of Contract identified in the Contract Data, require the Employer to provide.

F.3.13 Acceptance of tender offer

- F.3.13.1 Accept tender offer only if the Tenderer satisfies the legal requirements stated in the Tender Data.
- F.3.13.2 Notify the successful Tenderer of the Employer's acceptance of his tender offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Tender Data, or agreed additional period. Providing the Form of Offer and Acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Tenderer as described in the Form of Offer and Acceptance.

F.3.14 Notice to unsuccessful Tenderers

After the successful Tenderer has acknowledged the Employer's notice of acceptance, notify other Tenderers that their tender offers have not been accepted.

F.3.15 Prepare contract documents

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,
- c) other revisions agreed between the Employer and the successful Tenderer, and
- d) the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Tenderer for acceptance as soon as possible after the date of the Employer's signing of the Form of Offer and Acceptance (including the Schedule of Deviations, if any). Only those documents that the conditions of tender require the Tenderer to submit, after acceptance by the Employer, shall be included.

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contract

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.

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T1.3 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the Construction Industry Development Board's Board Notice 136 of 2015 (contained in Government Gazette No. 38960 of 10 July 2015), bound into section T1.3.

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

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

Clause	Addition or Variation to Standard Conditions of Tender
1.1	The Employer is COGHSTA.
1.2	<p>The tender documents issued by the employer comprise two volumes. Each volume consists of the following:</p> <p>VOLUME 1: TENDER DOCUMENT</p> <p>PORTION 1: TENDER</p> <p>Part T1 Tendering procedures</p> <p>Section T1.1 Tender notice and invitation to tender</p> <p>Section T1.2 Tender data</p> <p>Section T1.3 Standard Conditions of Tender</p> <p>Part T2 Returnable documents</p> <p>Section T2.1 List of returnable documents</p> <p>Section T2.2 Returnable Schedules</p> <p>PORTION 2: CONTRACT</p> <p>Part C1 Agreements and contract data</p> <p>Section C1.1 Forms of offer and acceptance</p> <p>Section C1.2 Contract Data</p> <p>Section C1.3 Form of Guarantee</p> <p>Section C1.4 Occupational Health and Safety Agreement</p> <p>Section C1.5 Contract of Temporary Employment as Community Liaison Officer</p>

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Clause	Addition or Variation to Standard Conditions of Tender
	<div>Part C2 Pricing Data</div> <div>Section C2.1 Pricing Instructions</div> <div>Section C2.2 Bill of Quantities</div> <div>Section C2.3 Banking Details</div> <div>Part C3 Scope of work</div> <div>Section C3.1 Description of the Works</div> <div>Section C3.2 Engineering</div> <div>Section C3.3 Procurement</div> <div>Part C3.4 Construction</div> <div>Part C4 Site Information</div> <div>Part C5 Checklist</div> <div>VOLUME 2: BOOK OF DRAWINGS (Separate Document)</div>
1.3.2	The Standard Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall also form part of the Contract arising from the invitation to tender.
1.3.4	<p>Interpretation</p> <p>Add the following new clause</p> <p>1.3.4 The Tender documents have been drafted in English. The contract arising from the invitation of tender shall be interpreted and construed in English</p>
1.4	<p>The Employer's agents are</p> <p>LYMA CONSULTING ENGINEERS Office 12 Royalyard Park 1-9 Jacobus Smith Avenue Kimberley, 8301 Tel: 053 831 3330 Fax: 053 831 1931 e-mail: lithakongs@lyma.co.za</p>

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Clause	Addition or Variation to Standard Conditions of Tender
2.1	<p>Eligibility</p> <p>Add the following:</p> <p>Only those tenderers who satisfy the following eligibility criteria are eligible to have their tender evaluated:</p> <ul style="list-style-type: none"> a) Contractors who are registered with the Construction Industry Development Board (CIDB) 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, 2004 for a CE class of construction work. b) Joint ventures provided that: <ul style="list-style-type: none"> i) Every member of the joint venture is registered with the CIDB; ii) The lead partner has a contractor grading designation in the GB class of construction work; and iii) The combined contractor grading designation calculated in accordance with CIDB 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 2004. c) Only Tenderers who meet the minimum functionality criteria (see 3.11.4 of Tender data) d) Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.
2.5	<p>The documents: “<i>South African Bureau of Standards: Standardized Specifications for Civil Engineering Construction</i>” (SANS 1200), “<i>South African Institution for Civil Engineering: General Conditions of Contract third edition 2015</i>” (GCC2015).</p>
2.7	<p>A compulsory site visit and clarification meeting will be held as follows:</p> <p>Refer to tender notice and invitation to tender in Part T1.1</p> <p>Confirmation of attendance will be recorded, on site, in the Site Inspection Certificate included in Section T2.2 of the Document.</p> <p>Tender documents will not be made available at the site visit or clarification meeting. Detail relating to the collection of tender documents is indicated in the Tender Notice and Invitation to Tender (Section T1.1 of the document).</p>

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Clause	Addition or Variation to Standard Conditions of Tender
2.10.5	<p>Add the following new clause:</p> <p>An electronic copy of the Bill of Quantities is available on request from the Client's Representative for the sole use of the Tenderer, and will not form part of Tenderers offer.</p>
2.11	<p>Add the following to the clause:</p> <p>To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.</p> <p>Corrections in terms of price may not be made by means of a correction fluid such as Tipp-Ex or a similar product.</p> <p>If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid may be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the tender as a whole will not be considered.</p> <p>The Municipality will reject the bid if corrections are not made in accordance with the above.</p>
2.12.1	<p>Add the following to the clause:</p> <p>All alternative tender offers shall be referred to in Section T2.2.1 – Alterations to Tender.</p>
2.12.2	<p>Should the Tenderer wish to offer alternative designs and/or construction materials, he shall include with this Tender full details thereof, including a complete bill of quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works. Refer also to Clause 4.2 of the Contract Data in this regard.</p> <p>Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.</p> <p>No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.</p>
2.13.2	<p>Replace the contents of the clause with the following:</p> <p>Return all volumes of the tender document (including book of drawings) to the Employer after completion of the relevant sections of each volume in their entirety, electronically (if they were issued in electronic format) and by writing in black ink.</p> <p>All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.</p>

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Clause	Addition or Variation to Standard Conditions of Tender
2.13.3	No copies of the tender offer are required.
2.13.4	<p>Add the following to the clause:</p> <p>Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.</p> <p>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</p> <p>In case of a COMPANY submitting a tender, include a certified copy of the Certificate of Incorporation of such company shall, together with a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a CLOSED CORPORATION submitting a tender, include a certified copy of the Founding Statement of such corporation, together with a <u>resolution by its members</u> authorising a member or other official of the corporation to sign the documents on each member's behalf.</p> <p>In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such authorisation</u> shall be included in the Tender.</p> <p>In the case of a JOINT VENTURE submitting a tender, include <u>a resolution</u> of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture." <u>Accept that failure to submit proof of authorisation to sign the tender, shall result in a Tender Offer being regarded as non-responsive.</u></p>
2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Tender box location : COGHSTA HEAD OFFICE: Physical address : LARRY MOLEKO LOUW BUILDING 9 CECIL SUSSMAN ROAD KIMBERLEY 8301</p> <p>Identification details Contract No.: NC/21/2020: CONSTRUCTION OF 93 BNG HOUSES AND VIPS IN LETLHAKAJANENG, JOE MOROLONG LOCAL MUNICIPALITY</p> <p>The name and address of the tenderer shall be placed on the back of the envelope.</p>
2.13.6	A two-envelope procedure will not be followed.

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Clause	Addition or Variation to Standard Conditions of Tender																		
2.13.9	<p>Add the following new clause:</p> <p>Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</p>																		
2.14	<p>Add the following to the clause:</p> <p>The Tenderer is required to enter information in the following sections of the document:</p> <table><tr><td>Section T2.2</td><td>:</td><td>Returnable Schedules</td></tr><tr><td>Section C1.1</td><td>:</td><td>Form of Offer</td></tr><tr><td>Section C1.2</td><td>:</td><td>Contract Data (Part 2)</td></tr><tr><td>Section C2.2</td><td>:</td><td>Bill of Quantities</td></tr><tr><td>Section C2.3</td><td>:</td><td>Summary of Schedules</td></tr><tr><td>Section C2.4</td><td>:</td><td>Banking Details</td></tr></table> <p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause 2.23 shall result in a tender offer being regarded as non-responsive.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar Works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the PSP as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past.</p> <p>Accept that the Employer is restricted in accordance with clause 5(1)(h) of the Construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely.</p>	Section T2.2	:	Returnable Schedules	Section C1.1	:	Form of Offer	Section C1.2	:	Contract Data (Part 2)	Section C2.2	:	Bill of Quantities	Section C2.3	:	Summary of Schedules	Section C2.4	:	Banking Details
Section T2.2	:	Returnable Schedules																	
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Section C2.2	:	Bill of Quantities																	
Section C2.3	:	Summary of Schedules																	
Section C2.4	:	Banking Details																	
2.15.1	<p>The closing time and location for the submission of tender offers are:</p> <table><tr><td>Time :</td><td>As per Tender Notice</td></tr><tr><td>Location :</td><td>As per Tender Notice</td></tr></table>	Time :	As per Tender Notice	Location :	As per Tender Notice														
Time :	As per Tender Notice																		
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Clause	Addition or Variation to Standard Conditions of Tender
2.16.1	The tender offer validity period is 90 days.
2.16.1	<p>Add the following to the clause:</p> <p>If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.</p>
2.16.3	<p>Add the following new clause:</p> <p>Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.</p>
2.18.1	<p>Add the following to the clause:</p> <p>Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.</p> <p>Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.</p> <p>The tenderer shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour intensive portion of the works together with evidence that such staff members satisfy the eligibility requirements.</p>
2.23	<p>The following certificates / information are to be provided with the tender offer:</p> <ul style="list-style-type: none"> a) A valid tax clearance certificate in terms of the Preferential Procurement Regulations, 2001 published in Government Gazette No 22549 dated 10 August 2001, b) Certified copy of VAT Registration Certificate, c) Certified copy of Certificate of Incorporation (if tenderer is a Company), d) Certified copy of Founding Statement (if tenderer is a Closed Corporation),

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Clause	Addition or Variation to Standard Conditions of Tender															
	<p>e) Certified copy of Partnership Agreement (if tenderer is a Partnership),</p> <p>f) Certified copy of Identity Document (if tenderer is a Sole Proprietor),</p> <p>g) Copy of Deed of Trust (if a Trust is involved),</p> <p>h) Joint venture agreement (if the tenderer is a joint venture).</p> <p>i) Proof of CIDB Registration. A contractor may not undertake, carry out or complete any construction works or portion thereof for public sector contracts, awarded in terms of competitive tender or quotation, unless he or she is registered with the CIDB and holds a valid registration certificate issued by the Board not less than 25 calendar days before advertisement date of the tender, proof of application of registration in the correct class and grade must be supplied.</p> <p>j) Valid Municipal Rates & Taxes Certificate, Valid Lease Agreement (If renting)</p> <p>k) Site Agent's CV</p> <p>l) A copy of the curriculum vitae of the person who prepares the Contractors Health and Safety Plan, and</p> <p>m) A copy of the curriculum vitae of the Health and Safety Officer the successful tenderer intends appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993).</p> <p>n) Certified copy of Workmen's Compensation Certificate in terms of Act 4 of 2002;</p> <p>o) Certified copy of Unemployment Insurance Certificate in terms of Act 4 of 2002;</p> <p>p) Shareholding certificates to confirm HDI ownership if preference points are claimed;</p> <p>q) Certified copies of identity documents for persons for which preference points are claimed;</p>															
3.4	<p>The time and location for opening of the tender offers are:</p> <p>Time : As per tender advertisement</p> <p>Location : COGHSTA HEAD OFFICE LARRY MOLEKO LOUW BUILDING 9 CECIL SUSSMAN ROAD KIMBERLEY 8301</p>															
3.5	A two-envelope procedure will Not be followed.															
3.11.1	Only tenders that pass the stated eligibility criteria shall be evaluated. Evaluation shall be done in terms of Method 2 (Financial Offer and Preferences)															
3.11.4	<p>a) The eligibility criteria are as follows:</p> <p>A minimum of 70 points is required for the tenderer to be eligible for evaluation under this criteria meeting the minimum requirements for the following components.</p> <table><tr><td>1</td><td>Experience of Tenderer</td><td>30%</td></tr><tr><td>2</td><td>NHBRC Registered Engineer</td><td>10%</td></tr><tr><td>3</td><td>Project Staff Experience</td><td>40%</td></tr><tr><td>4</td><td>Plant and Equipment</td><td>10%</td></tr><tr><td>5</td><td>Woman and Youth Owned</td><td>5%</td></tr></table>	1	Experience of Tenderer	30%	2	NHBRC Registered Engineer	10%	3	Project Staff Experience	40%	4	Plant and Equipment	10%	5	Woman and Youth Owned	5%
1	Experience of Tenderer	30%														
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Clause	Addition or Variation to Standard Conditions of Tender			
	6	Locality	5%	
	Refer to tables overleaf			
	Functionality	Criteria	Weight	
	1	Experience of Tenderer	30%	
	2	NHBRC Registered Engineer	10%	
	3	Project Staff Experience	40%	
	4	Plant and Equipment	10%	
	5	Woman and Youth Owned	5%	
	6	Locality	5%	
	Total		100%	
	Criteria	Description	Minimum Requirement	Points
	Similar Projects Completed	Experience in similar type and size of projects	At least a house building project with minimum project value of R3Million	Completed: 1 project – 10 Points 2 projects – 20 points 3+ projects – 30 points
	Resources: Personnel	Minimum qualifications required for this project	NHBRC Registered Engineer	Experience 0 to 5 years – 5 Points Over 5 years- 10 Points
			Site Agent must have minimum NQF Level 6	National Diploma in Civil Engineering + 2 years' experience 20 Points
			Supervisors: At least an accredited Bricklaying, Plumbing and Electrician National Certificate level 3 with CETA and a minimum of 2 years of experience. OR A Bricklaying, Plumbing and Electrician who has completed a labour plumbing or Bricklaying trade test with the Department of Labour.	National Certificate with min. 2 years working exp.– Bricklaying 10 Points Plumbing 5 Points Electricity 5 Points OR Passed the Department of Labour trade test Bricklaying 10 Points Plumbing 5 Points Electricity 5 Points
SHE representative			NQF level 2 with 2 years experience 5 Points	
Resources: Plant& Equipment	Minimum plant and equipment required for this project:	1. Owns all plant and equipment	10 pts	
		2. Lease guaranteed plant and equipment.	5 pts	

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Clause	Addition or Variation to Standard Conditions of Tender
	All proof to points claimed to the above, must be included in the returnable schedules.
3.11.6	The financial offer will be scored in terms of formula 1 option 1 of the Standard Conditions of Tender (Section T1.3 of the document).
3.16.2	<p>Replace the contents of the clause with the following:</p> <p>Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Engineer.</p>
3.17	The successful tenderer shall receive one copy of the signed contract.

NORTHERN CAPE PROVINCIAL GOVERNMENT

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS
AND TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

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PART T2 : RETURNABLE DOCUMENTS

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T2.1 LIST OF RETURNABLE DOCUMENTS

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

All the certificates and forms to be provided with the tender are listed in the Tender Data under F2.23: Certificates, and under the returnable schedules and forms in T2.2 hereafter.

The list of returnable documents comprises the following:

1. All the certificates listed in the Tender Data under F2.23: Certificates;
2. All the returnable schedules and forms listed in T2.2.1: Returnable Schedules Required for Tender Evaluation Purposes;
3. All the returnable documents listed in T2.2.2: Preferential Procurement Schedules and Affidavits that will be incorporated into the Contract;
4. All the agreements and forms listed in T2.2.3: Forms to be completed by Successful Tenderer;
5. All the forms and agreements in the Contract Data in C1.2, where some of the forms (agreements) need to be completed only by successful Tenderer;
6. Pricing Data in C2.2: Bill of Quantities.

T2.2 RETURNABLE SCHEDULES

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NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability, as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive.

2. Returnable Schedules that will be incorporated into the Contract:

SCHEDULE 1: Record of Addenda to Tender Documents

SCHEDULE 2: NCP Schedules as required by COGHSTA NCP 1; NCP 2; NCP4; NCP6.1; NCP 7.1; NCP8; NCP9.

SCHEDULE A: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

ADD. No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		

SIGNATURE:

SCHEDULE B: CERTIFICATE OF AUTHORITY

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

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

(i) CERTIFICATE FOR COMPANY

I,, Managing Director of the Board of Directors of, hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Ms, acting in the capacity of, was authorized to sign all documents in connection with this tender and any contract resulting from it, on behalf of the company.

Managing Director :

(ii) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as

.....
hereby authorise Mr/Ms, acting in the capacity of, to sign all documents in connection with this tender and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(iii) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,

.....

hereby authorize Mr/Ms acting in the capacity of
....., to sign all documents in connection with this
tender and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(iv) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms
....., authorized signatory of the company,
....., acting in the capacity of lead partner, to sign
all documents in connection with this tender offer and any contract resulting from it, on our behalf. This
authorization is evidenced by the attached power of attorney signed by legally authorized signatories
of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORIZING SIGNATURE, NAME AND CAPACITY
Lead partner		

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

(v) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner:

REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

Important note to Tenderer:

Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be attached here.

SCHEDULE C: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number:

Section 3: CIDB registration number:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

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

Insert separate page if necessary

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

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

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |

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

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

Insert separate page if necessary

THE CONSTRUCTION OF 93 BNG HOUSES AND VIPS IN LETLHAKAJANENG VILLAGE, JOE MOROLONG LOCAL MUNICIPALITY

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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise
Name _____

SCHEDULE D: PLANT AND EQUIPMENT

The following are a list of major items of relevant equipment that I / we presently own and will have available for this contract if my / our tender is accepted.

- (a) Details of major equipment that is owned by me / us and immediately available for this contract (Tenderer to provide proof of ownership of plant. Failure to do so will render the tender non-responsive and will be rejected).

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

Attach additional pages if more space is required

- (b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted (Tenderer to provide proof of such arrangement. Failure to provide proof will render the tender non-responsive and will be rejected)

DESCRIPTION (type, size, capacity etc)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

SIGNATURE:

ATTACH THE PLANT AND EQUIPMENT LISTS HERE.

SCHEDULE E: EXPERIENCE OF TENDERER

The following is a statement of work of similar nature recently successfully executed by myself / ourselves:

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED
EMPLOYER	CONSULTANT			
CONTACT	CONTACT			
TEL	TEL			
CELL	CELL			
FAX	FAX			
EMPLOYER	CONSULTANT			
CONTACT	CONTACT			
TEL	TEL			
CELL	CELL			
FAX	FAX			
EMPLOYER	CONSULTANT			
CONTACT	CONTACT			
TEL	TEL			
CELL	CELL			
FAX	FAX			
EMPLOYER	CONSULTANT			
CONTACT	CONTACT			
TEL	TEL			
CELL	CELL			
FAX	FAX			
EMPLOYER	CONSULTANT			
CONTACT	CONTACT			
TEL	TEL			
CELL	CELL			
FAX	FAX			

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

ATTACH THE LIST HERE IF SEPARATE LIST IS PROVIDED

(Ensure all telephone and fax numbers are included as in previous list)

SCHEDULE F: PROPOSED SUBCONTRACTORS

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work in this contract.

If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with requirements of the contract for such appointments.

a) Subcontractors : CIDB grading 1CE to 4CE and unregistered ABE's if available

NAMES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	CIDB GRADING	AMOUNT

SIGNATURE:

ATTACH PRE-TENDER AGREEMENTS HERE.

SCHEDULE G: TENDERERS' KEY PERSONNEL

NAME	POSITION	NQF QUALIFICATION	EXPERIENCE IN YEARS

SIGNATURE:

SCHEDULE H: PRELIMINARY PROGRAMME

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

PROGRAMME

ACTIVITY	MONTHS													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form I hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

SIGNATURE:

ATTACH PRELIMINARY PROGRAM HERE

SCHEDULE I: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

The Tenderer should record any amendments and alternatives he may wish to make to the tender documents in this schedule. Alternatively a Tenderer may state such amendments and alternatives in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F3.3 if the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

These amendments and qualifications, if accepted by the Employer, will be incorporated in the Form of Offer and Acceptance, Schedule of Deviations.

(a) AMENDMENTS AND QUALIFICATIONS

PAGE	CLAUSE OR ITEM NO	PROPOSED AMENDMENT AND QUALIFICATIONS

- [Notes:**
- (1) Amendments to the General and Special Conditions of Contract are not acceptable;**
 - (2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.**

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

- [Notes:**
- (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.**
 - (2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.**
 - (3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]**

SIGNATURE:

ATTACH ALTERNATIVES HERE

SCHEDULE J: CONTRACTOR'S HEALTH AND SAFETY PLAN AND DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2003.

To that effect a person duly authorized by the Tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, including the cost for specific items that may be scheduled in the Bill of Quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 3 of the OHSA 1993 Construction Regulations 2003 before I will be allowed to proceed with any work under the contract.

SIGNATURE:

CONTRACTOR'S SAFETY PLAN

The Tenderer shall attach to this page (or submit it separately) the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003, and referred to in Form K.

The Contractor's Health and Safety Plan shall cover at least the following aspects as applicable:

1. Safety of subcontractors (Refer Construction Regulations 2003 Clause 5: Principal Contractors and Contractors)
 - Methods to ensure the approval, implementation and maintenance of all health and safety aspects regarding his subcontractors.
2. Monitoring the health and safety on the construction site on a regular basis (Refer Clause 6: Supervision of Construction Work)
 - Details of the Construction Supervisor and his appointed assistants (if any);
 - Details of the Construction Safety Officer, full-time or part-time;
 - Details of the suitability and competency of the Construction Supervisor and Construction Safety Officer regarding health and safety aspects of the construction works.
3. Assessment of risks on the construction site (Refer Clause 7: Risk Assessment)
 - Details of a proper risk assessment on which his health and safety plan is based;
 - Ways in which all construction employees are informed, instructed and trained regarding the work procedures and the related hazards.
4. Risk items (Refer Clauses 8 to 28: Risk items to be addressed)
 - Details of the design, management, responsibilities, worker training, work methods, procedures, maintenance and any other requirements necessary for him and his subcontractor, if applicable, to work safely and in a healthy environment as stipulated in these clauses.

Contractor's OHS Management System checklist

1. OHS Policy and Management

		Yes	No
1.1	Is there a written company health and safety policy?		
1.2	Does the company have an OHS Management System?		
1.3	Is there a company OHS Management Manual or Plan?		
1.4	Are health and safety responsibilities clearly identified for all levels of staff?		

2. Safe Work Practices and Procedures

		Yes	No
2.1	Has the company prepared safe operating procedures or specific safety instructions relevant to its operations?		
2.2	Does the company have any permit to work systems?		
2.3	Is there a documented incident investigation procedure?		
2.4	Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/owned by the company?		
2.5	Are there procedures for storing and handling hazardous substances?		
2.6	Are there procedures for identifying, assessing and controlling risks associated with manual handling?		

3. OHS Training

		Yes	No
3.1	Is health and safety training conducted in the company?		
3.2	Is a record maintained of all training and induction programs undertaken for employees in the company?		

4. Health and Safety Workplace Inspection

		Yes	No
4.1	Are regular health and safety inspections at worksites undertaken?		
4.2	Are standard workplace inspection checklists used to conduct health and safety inspections?		
4.3	Is there a procedure by which employees can report hazards at workplaces?		

5. Health and Safety Consultation

		Yes	No
5.1	Is there a workplace health and safety committee?		
5.2	Are employees involved in decision making over OHS matters?		
5.3	Are there employee elected health and safety representatives?		

6. OHS Performance Monitoring

		Yes	No
6.1	Is there a system for recording and analyzing health and safety performance statistics?		
6.2	Are employees regularly provided with information on company health and safety performance?		
6.3	Has the company ever been convicted of an occupational health and safety offence?		

7. Does your company's health and safety plan contain the following elements?

		Yes	No
7.1	Description of the contract		
7.2	OHS Structure of work undertaken under this contract		
7.3	Induction and safety training		
7.4	Safe work practices and procedures for specific work undertaken		
7.5	Risk assessments for specific works undertaken		
7.6	Workplace inspection schedule for duration of contract		
7.7	OHS consultative processes to be followed		
7.8	Emergency procedure for this specific contract		
7.9	Incident recording and investigation on procedures		
7.10	Health and safety performance monitoring arrangements to be implemented during contract		

SCHEDULE K: CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB AND NHBRC

[The Tenderer shall attach hereto the Contractor's Certificate of Registration with CIDB AND NHBRC. Failure to submit the certificate with the tender document will lead to the conclusion that the Tenderer is not registered with the CIDB AND NHBRC and therefore not eligible to tender].

SCHEDULE L: TAX CLEARANCE CERTIFICATE / TAX PIN / C.S.D SUMMARY REPORT**IMPORTANT NOTES:**

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

"Tax clearance certificate
2. No contract may be awarded to a person/s who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangements have been made with SARS."
3. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be completed by the Tenderer in every detail and submitted to the Receiver of Revenue where the Tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the Tenderer with a Tax Clearance Certificate that will be valid for 6 months from date of issue, unless otherwise indicated on the certificate issued by SARS. This Tax Clearance Certificate must be submitted in the original with the tender.
4. Each party to a Consortium/Joint Venture/Sub-contractors must submit a separate Tax Clearance Certificate.

Failure to submit an original, valid Tax Clearance Certificate, Tax Pin, C.S.D Summary Report will invalidate the tender.

**TAX CLEARANCE CERTIFICATE/TAX PIN OBTAINED FROM SARS, C.S.D SUMMARY REPORT
TO BE ATTACHED HERE**

SCHEDULE M : DECLARATION OF INTEREST (SBD 4)

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative:
.....

2.2 Identity Number:
.....

2.3 Position occupied in the Company (director, trustee, shareholder²):
.....

2.4 Company Registration Number:
.....

2.5 Tax Reference Number:
.....

2.6 VAT Registration Number:
.....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"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.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed :

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members YES/NO
 of the company have any interest in any other related companies
 whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Reference Number	Tax Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
 PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS
 DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

**SCHEDULE N : PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2011 (SBD 6.1)**

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R30 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R30 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated not to exceed R30 000 000 (all applicable taxes included) and therefore the 80/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100
1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	
1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.	

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“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;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and 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 a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“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;
- 2.15 **“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;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“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; and
- 2.18 **“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.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points 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;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE**4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES/NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

.....

SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....

ADDRESS:

.....

.....

.....

SCHEDULE O : DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have -
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

ITEM	QUESTION	YES	NO
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of the restrictions by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database restrictions of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND
CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN
AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE P : CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

.....
(Bid Number and Description)

in response to the invitation for the bid made by:

.....
(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.

³ 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.

THE CONSTRUCTION OF 93 BNG HOUSES AND VIPS IN LETLHAKAJANENG VILLAGE, JOE MOROLONG LOCAL MUNICIPALITY

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

**SCHEDULE Q CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE
PROVIDER.**

- i. Bidders are to submit a copy of their latest Municipal Account or Lease Agreement where applicable.

SCHEDULE R BANK RATING FROM BANKER

Tenderers are to obtain a letter from their bankers indicating their rating. This rating will be used to evaluate the financial capability of the Contractor to undertake the Project.

SCHEDULE S : SITE INSPECTION CERTIFICATE

As required by Clause 3 of the General Conditions of Contract, I/We visited the site of the Works on the date certified below.

I/We further certify that I am/we are satisfied with the Description of the Works and the explanations given by the Engineer at the site inspection.

Signature of Tenderer: _____ **Date:** _____

SITE VISIT

This will certify that _____

representing _____

visited the site of the works for this Contract on _____ 20 _____

for **LYMA CONSULTING ENGINEERS** (signed)

**SCHEDULE T: DECLARATION IN TERMS OF THE PUBLIC FINANCE
 MANAGEMENT ACT**

SCHEDULE U: BARGANING COUNCIL CERTIFICATE AND DECLARATION IN RESPECT OF
MINIMUM WAGE.....

SCHEDULE V: COMPENSATION FOR OCCUPATIONAL INJURIES & DISEASES (COID)

SCHEDULE W: AUDITED FINANCIAL STATEMENTS FOR THE LAST 3 YEARS

**THE CONSTRUCTION OF 93 BNG HOUSES AND VIPS IN LETLHAKAJANENG VILLAGE, JOE
MOROLONG LOCAL MUNICIPALITY**

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL
AFFAIRS OF THE NORTHERN CAPE

TENDER NO. NC/21/2020

THE CONSTRUCTION OF 93 BNG HOUSES AND VIPS IN LETLHAKAJANENG VILLAGE, JOE
MOROLONG LOCAL MUNICIPALITY

NCP SCHEDULES AS REQUIRED BY COGHSTA

LIST OF NCP FORMS

- NCP 1
- NCP 2
- NCP 4
- NCP 6.1
- NCP 7.1
- NCP 8
- NCP 9

THE CONTRACT

NORTHERN CAPE PROVINCIAL GOVERNMENT

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN
SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE NORTHERN
CAPE**

TENDER NO. NC/21/2020

**THE CONSTRUCTION OF 93 BNG HOUSES AND VIPS IN
LETLHAKAJANENG VILLAGE, JOE MOROLONG LOCAL
MUNICIPALITY**

THE CONTRACT

PART C1 : AGREEMENTS AND CONTRACT DATA
PART C2 : PRICING DATA
PART C3 : SCOPE OF WORK
PART C4 : SITE INFORMATION

NORTHERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE NORTHERN CAPE

TENDER NO. NC/21/2020

**THE CONSTRUCTION OF 93 BNG HOUSES AND VIPS IN
LETLHAKAJANENG VILLAGE, JOE MOROLONG LOCAL
MUNICIPALITY**

PART C1 : AGREEMENTS AND CONTRACT DATA

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C1.1 FORM OF OFFER AND ACCEPTANCE

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL
AFFAIRS OF THE NORTHERN CAPE

TENDER NO. NC/21/2020

THE CONSTRUCTION OF 93 BNG HOUSES AND VIPS IN LETLHAKAJANENG VILLAGE, JOE
MOROLONG LOCAL MUNICIPALITY

FORM OF OFFER AND ACCEPTANCE

(AGREEMENT)

OFFER

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

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

By the representative of the Tenderer, deemed to be duly 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 exclusive of Value Added Tax is:

R
(In words)

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

Signature: (of person authorized to sign the tender):

Name: (of signatory in capitals):

Capacity: (of Signatory):

Name of Tenderer:
(organisation):

Address:
.....
.....
.....

Telephone number: Fax number:

Cellphone number:

Witness:

Signature:

Name: (in capitals):

Date:

ACCEPTANCE

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

The terms of the contract are contained in

Part 1 Agreement and Contract Data, (which includes this Agreement)

Part 2 Pricing Data, including the Bill of Quantities

Part 3 Scope of Work

Part 4 Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

The Tenderer shall deliver the Guarantee in terms of Clause 7 of the General Conditions of Contract 2004 within the period stated in the Contract Data, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives the fully completed original of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five week 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.

Signature:

Name:

Capacity:

For: DEPARTMENT OF COGHSTA

PRIVATE BAG X5005

KIMBERLEY, 8300

Witness:Name:

Date:

SCHEDULE OF DEVIATIONS

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

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

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

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

1. Subject:

Details:

2. Subject:

Details:

3. Subject:

Details:

4. Subject:

Details:

5. Subject:

Details:

6. Subject:

Details:

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

Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

FOR THE TENDERER:

Signature:

Name:

Capacity:

Witness :.

Name:

Date:

FOR THE EMPLOYER:

Signature:

Name:

Capacity:

Witness :.

Name:

Date:

CONTRACT DATA

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C1.2.1 GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, 3rd Edition (2015), published by the South African Institution of Civil Engineering, are applicable to this Contract.

The General Conditions of Contract are not bound into this document, but are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685.

CONTRACT DATA

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works, 3rd Edition (GCC2015), the following Contract Data apply to this Contract.

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

C1.2.2 CONTRACT DATA BY THE EMPLOYER

Clause	Contract Data
1.1.1.14	<p>Add the following to the end of this definition:</p> <p>This clause shall apply <i>mutatis mutandis</i> to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.</p>
1.1.1.15	<p>The Employer is COGHSTA, represented by the Municipal Manager or by duly authorised official.</p>
1.1.1.16	<p>The Professional Service Provider (PSP) means any Director, Associate or PSP appointed generally or specifically by the management of the firm LYMA Consulting Engineers to fulfil the functions of the PSP in terms of the Conditions of Contract.</p>
1.2	<p>Add the following to the clause:</p> <p>1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</p> <p>1.2.1.4 Posted to the Contractor's address, and delivered by the postal authorities.</p> <p>1.2.1.4 Delivered by a courier service, and signed for by the recipient or his representative.</p> <p>Also add to the end of the clause:</p> <p>All minutes of site meetings shall be considered as written notices.</p>
1.2.1.2	<p>The address of the Employer is:</p> <p>THE DEPARTMENT OF COGHSTA LARRY MOLEKO LOUW BUILDING 9 CECIL SUSSMAN ROAD KIMBERLEY 8301</p> <p>The address of the PSP is:</p> <p>LYMA CONSULTING ENGINEERS POSTNET SUITE 85, PRIVATE BAG X2, DIAMOND, KIMBERLY, 8305 TEL: 053 831 3330</p>

Clause	Contract Data
3.2.3	<p>The PSP is, in terms of his appointment by the Employer for the project management and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>3.2.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer or the effect of which is liable to give rise to a claim by the Contractor for an extension of time of these conditions.</p> <p>3.2.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding 20% of contract award, the valuation of all variation orders and the adjustment of the sum(s) tendered for General Items.</p> <p>3.1.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.</p>
3.3.6	<p>Add the following to clause 3.3.6:</p> <p>“the time limit for referring the matter to the PSP by the Contractor shall be seven (7) days after the decision in question has been given to the Contractor.</p>
4.1.2	<p>Add the following to the clause:</p> <p>The Contractor shall provide the following to the PSP for retention by the Employer or his assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.1 a Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 design calculations should the PSP request a copy thereof.</p> <p>4.1.2.4 engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the PSP to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 “As-Built” drawings in DXF electronic format after completion of the Works.</p>

Clause	Contract Data
	The Contractor shall be responsible for the design of the Temporary Works.
4.3.1	<p>Add to the following to the clause:</p> <p>All the provisions of the Ministerial Determination: Special Public Works Programmes published under Government Notice R63 in Government Gazette 23045 of 25 January 2002 will be superseded by the prevailing Ministerial Determination during construction.</p>
4.3.3	<p>Add the following to the clause:</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Contractor shall submit an approved Health and Safety Plan to the PSP within 14 days of the Commencement Date</p>
4.3.4	<p>Add the following new clause:</p> <p>Contractor's liability as mandatory</p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>
4.3.5	<p>Add the following new clause:</p> <p>Contractor to notify Employer</p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>

Clause	Contract Data
4.3.6	<p>Add the following new clause:</p> <p>Contractor's Designer</p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>
4.3.7	<p>Add the following new clause:</p> <p>The Contract shall be construed to be interpreted in English.</p>
4.10.3	<p>Add the following new clause:</p> <p>The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.</p>
5.8.1	<p>Add the following to the clause:</p> <p>Special non-working days shall be all South African statutory holidays and the official building holidays.</p>
5.9.8	<p>Add the following new clause:</p> <p>Only dimensions shown on Drawings may be used for construction purposes and no dimensions shall be scaled without the written consent of the Engineer.</p>
5.12.2.2	<p>Add the following new clause:</p> <p>Extension of time due to Abnormal Rainfall</p> <p>Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:</p>

	$V = (N_w - N_n) + (R_w - R_n)/20$ <p><i>Where:</i></p> <p>V = Extension of time in calendar days for the calendar month under consideration</p> <p>N_w = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded</p> <p>R_w = Actual total rainfall in mm recorded during the calendar month under consideration</p> <p>N_n = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter</p> <p>R_n = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter</p> <p>Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.</p> <p>Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The PSP or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the PSP's Representative. Access to the measuring gauge(s) shall at all times be under the PSP's control.</p> <p>Unless otherwise provided in the Site Information, the value of "n" shall be taken as equal to the tendered time for completion of the Works in months, rounded off to an integer.</p> <p>Extension of time during normal working days will be granted to the degree to which actual delays as determined in accordance with clause 5.12.2.2 hereof, exceed the number of "n" normal working days.</p>
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Clause	Contract Data
	<p>The value of “n” does not take into account further or concurrent delays which are caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with clause 5.12.2.2 hereof.</p>
5.13	<p>Delete the contents of the clause and insert the following:</p> <p>5.13.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion.</p> <p>The penalty for delay shall be: R2, 000.00 per incomplete house per calendar day.</p> <p>5.13.3 All penalties for which the Contractor becomes liable in terms this clause shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor.</p> <p>5.13.4 The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p> <p>5.13.5 If the Contractor shall, without the prior written permission of the PSP, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract:</p> <ul style="list-style-type: none"> • fail to execute such portions of the Works, or any parts thereof, utilising labour intensive construction methods strictly in accordance with the provisions of the Contract; or • utilise in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or • utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract;

Clause	Contract Data
	<p>then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.</p> <p>The penalty for non-compliance is: 15% of the value of Works specified.</p> <p>The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p>
5.14.1.1	<p>Add the following to the clause:</p> <p>The time for completion of the Works shall not exceed 24 months from the Commencement Date. The contractor is required to tender for the project duration.</p>
6.1	<p>Add the following to the clause:</p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p>
6.2.1	<p>Add the following:</p> <p>The Contractor shall deliver his security within 14 days of the Commencement Date.</p> <p>The amount of the security will be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The security shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Form of Guarantee (Deed of Suretyship) is appended to the Contract Data as Annexure A.</p> <p>The Security shall be returned to the Contractor within 14 days after the issue of the Certificates or Certificates of Completion in respect of the whole of the Permanent Works.</p>
6.7	<p>Add the following to the clause:</p> <p>Items which are designated as provisional in the schedule of quantities shall only be undertaken on the written instruction of the PSP.</p>
6.8.2	<p>The Contract Price Adjustment factor will NOT apply to this Contract.</p>

Clause	Contract Data
6.10.3	<p>Add the following to the clause:</p> <p>Retention money is 10% of value of scheduled work on each payment certificate and the limit of retention money is 5% of Net contract price.</p>
7.8	<p>Add the following to the clause:</p> <p>The “Defects Liability Period” is 3 months.</p>
8.6.1.3	<p>Add the following to this clause:</p> <p>The indemnity for liability insurance is equal to the contact value.</p>
8.6.1.5	<p>Add the following to this clause :</p> <p>In addition to the insurance required in terms of General Conditions of Contract, insurance cover against any damages or loss against production due to political unrest shall be maintained. The client shall not be held responsible for such damages or losses.</p>
8.6.6	<p>Add the following to the clause:</p> <p>Proof of insurance shall be submitted to the Employer prior to Commencement of the Works and copies of the policies and proof of due payment of all premiums shall be presented to the Employer within twenty eight (28) days of the Date of Commencement.</p>

CONTRACT PRICE ADJUSTMENT SCHEDULE

REFER TO AMENDED CLAUSE 13.8

1. The value of each monthly certificate shall be increased or decreased by the amount obtained by multiplying "Ac", defined in Sub-Clause 2 of this Schedule, by the Contract Price Adjustment Factor (CPAF), rounded off to the fourth decimal place, determined according to the formula:

$$CPAF = (1 - x) \left[\frac{aL_t}{L_0} + \frac{bP_t}{P_0} + \frac{cM_t}{M_0} + \frac{dF_t}{F_0} - 1 \right]$$

in which the symbols have the following meaning:

"x" is the proportion of "Ac" which is not subject to adjustment and the value of "x" shall be stated in the Appendix to Tender. Unless otherwise stated, "x" shall be 0,10.

"a", "b", "c" and "d" are the coefficients contained in the Appendix to Tender, which are deemed, irrespective of the actual constituents of the work, to represent the proportionate value of labour, contractors' equipment, material (other than "special materials" specified by the Contractor in the Appendix to Tender) and fuel respectively. The arithmetical sum of "a", "b", "c" and "d" shall be unity.

"L" is the "Labour Index" and shall be the "Consumer Price Index" for the national province wherein the larger part of the Site is located as stated in the Appendix to Tender and as published in the Statistical News Release, P0141, Table A of Statistics South Africa.

"P" is the "Plant Index" and shall be the "Civil Engineering Plant Index" as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.

"M" is the "Materials Index" and shall be the "Civil Engineering Materials Index" as published in the Statistical News Release P0142.1, Table 11 of Statistics South Africa.

"F" is the "Fuel Index" and shall be the "Diesel Index" as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.

The suffix "o" denotes the base indices applicable to the base month as stated in the Appendix to Tender. Unless otherwise stated, the base month shall be the month prior to the closing of tenders.

The suffix "t" denotes the current indices applicable to the month in which the last day of the period falls to which the relevant monthly statement relates.

2. For the purposes of calculating the adjustment to the value of the relevant monthly statement, the amount "Ac" shall be determined by the formula:

$$Ac = T-S-D-E-G-Ap$$

in which formula the symbols shall have the following meaning:

"T" is the summation of the total value of

- i. General Items;
- ii. work done; and the

- iii. materials on Site as certified in the monthly statement under consideration without any deduction whatsoever and before any adjustment made in terms of this Schedule.

“S” is the aggregate of (i), (ii), (iii) and (iv) referred to below and included in “T”.

- i. the amounts actually expended and substituted for any Prime Cost Sums;
- ii. the value of any work done by Selected Subcontractors;
- iii. the value of any work done against Provisional Sums;
- iv. the value of any extra or additional work;

where special arrangements for price adjustments in respect of those amounts were made and recorded at the time the work was ordered.

“D” is the value of work included in “T” and done at new fixed rate, where those rates were not based on labour, contractors’ equipment or materials costs in force at the time of tendering. Generally new rates may be based on current costs and de-escalated to the base month of the indices, in which case work done at these rates shall not be included in the value of “D”.

“E” is the amount included in “T” and paid for any dayworks as set out in the Dayworks schedule (refer to schedule of quantities).

“G” is the amount included in “T” for materials classified and dealt with as “special materials”.

“Ap” is the summation of all “Ac” amounts determined in terms of Clause 2 of this Schedule for all monthly statements preceding in time the monthly statement under consideration.

3. Save only for additional work or variations ordered to be carried out after the time for completion, the increase or decrease applied to monthly statement in terms of this Clause relating to work done or materials supplied after the time for completion shall be half the factor calculated by inserting the formula referred to in Clause 1 hereof the indices Lt, Pt, Mt and Ft applicable at the Due Completion Date.
- 4(i) The price of each “special material” specified in the Appendix to Tender (section C1.2.4) shall be increased or decreased by the net amount of any variation incurred after the date of tender on the basis set out in the Appendix to Tender, provided that any claim for adjustment in terms hereof shall be substantiated by the submission of acceptable invoices and any other supporting documents that the Engineer considers necessary for the purpose, and provided also that no further adjustment be permitted to the price of any “special material” after the time for completion unless such material forms part of any additional work or variation ordered to be carried out after that date.
- (ii) For the purposes of Sub-clause 4(i) hereof, “the net amount of any variations” in respect of a particular “special material” shall be calculated by multiplying the difference between the rate or price entered in the Appendix to Tender by the Contractor for that material and the equivalent rate or price actually paid by the Contractor for the material by the quantity of the material in question.
5. If more than one month intervenes between the month applicable to any monthly statement and the month applicable to the immediately succeeding monthly statement, then the indices “Lt”, “Pt”, “Mt” and “Ft” applicable to such succeeding monthly statement shall each be the arithmetic mean, rounded off to the second decimal place, of the relevant indices applicable to the month of measurement and to such intervening months.

PART 2: DATA PROVIDED BY THE TENDERER

C1.2.3 DATA PROVIDED BY THE TENDERER

Clause 6.8.3 of the GCC 2015:

Special materials	Unit on which variation will be determined *	Rate or price for the base Month (Excl. VAT) **

Notes :

* Indicate whether the material will be delivered in bulk or in containers.

** The price for special materials is only the price for the material and does not include the cost of transport, labour or any other costs. When called upon to do so, the Tenderer shall substantiate the above prices with acceptable documentary evidence.

.....
SIGNATURE

C1.3 FORM OF GUARANTEE

CONTRACT NO NC/21/2020

WHEREAS **Department of Human Settlement** (hereinafter referred to as the Employer") entered into, a Contract with:

.....
(hereinafter called "the Contactor") on the day of 20..... ,
for **THE CONSTRUCTION OF 93 BNG HOUSES AND VIPS IN LETLHAKAJANENG VILLAGE, JOE
MOROLONG LOCAL MUNICIPALITY**

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS has / have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of
..... Rand (in words); R
..... (in figures)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising here from as

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

IN WITNESS WHEREOF this guarantee has been executed by us at
on this day of 20

Signature

Duly authorized to sign on behalf of

Address
.....
.....

As witnesses:

1

2

C1.4 ADJUDICATOR'S AGREEMENT **(Pro Forma only)**

To be entered into when required

This agreement is made on the day of between:

..... (name of company / organisation)

of

..... (address) and

..... (name of company / organization)

of

..... (address)

(the Parties) and

..... (name)

of

..... (address)

(the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated and known as and these disputes or differences shall be/have been* referred to adjudication in accordance with GCC 2015, , and the Adjudicator may be / has been* requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

1. The adjudication shall be conducted in accordance with the rights and obligations of the Adjudicator and the Parties as set out in the Procedure as of the GCC 15.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.
6. The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
7. The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to:

**THE CONSTRUCTION OF 93 BNG HOUSES AND VIPS IN LETLHAKAJANENG VILLAGE, JOE
MOROLONG LOCAL MUNICIPALITY**

- (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs.
 - (b) Telegrams, telex, faxes, and telephone calls.
 - (c) Postage and similar delivery charges.
 - (d) Travelling, hotel expenses and other similar disbursements.
 - (e) Room charges.
 - (f) Charges for legal or technical advice obtained in accordance with the Procedure.
8. The Adjudicator shall be paid an appointment fee of R This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 6 and/or item 7. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
9. The Adjudicator is/is not* currently registered for VAT.
10. Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
11. All payments, other than the appointment fee (item 8) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

SIGNED

by: _____

Name: _____

who warrants that he / she is
duly authorized to sign for and
on behalf of the first Party in the
presence of

Witness _____

Name: _____

Address: _____

Date: _____

SIGNED

by: _____

Name: _____

who warrants that he / she is
duly authorized to sign for and
on behalf of the second Party in
the presence of

Witness: _____

Name _____

Address: _____

Date: _____

SIGNED

by: _____

Name: _____

the Adjudicator in the presence
of

Witness: _____

Name: _____

Address: _____

Date: _____

* Delete as necessary

C1.4

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL
AFFAIRS OF THE NORTHERN CAPE

TENDER NO. NC/21/2020

THE CONSTRUCTION OF 93 BNG HOUSES AND VIPS IN LETLHAKAJANENG VILLAGE, JOE
MOROLONG LOCAL MUNICIPALITY

C 1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED IHO BETWEEN CoGHSTA (HEREINAFTER CALLED THE
"EMPLOYER") AND

(Contractor I Mandatary I Company I CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT NO. 85 OF
1993 AS AMENDED

I,, representing

....., as an employer

in its own right. do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated there under.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/we are insured with an approved licensed Compensation Insurer.

COID Act Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any Sub-Contractors employed by me will enter into an occupational health and safety agreement separately, and that such Sub-Contractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specifications and Plan.

Signed aton the day of2021.

WITNESS:

MANDATARY:

Signed at..... on the day of..... 2021.

WITNESS: .

For and on behalf of COGHSTA:

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the Construction Supervisor who understands the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees. and any Sub-Contractors. comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment / machinery / articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.

10 The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and /or his employees and/or his Sub-Contractors.

11. No use shall be made of any of the Employer's machinery / plant/ equipment /substance/ personal protective equipment or any other article without prior arrangement and written approval.

12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.

13. Prior to commencement of any work. verified copies of all documents mentioned in the agreement, must be presented to the Employer.

C 1.5:
CONTRACT OF
TEMPORARY EMPLOYMENT
AS COMMUNITY LIAISON
OFFICER

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE

TENDER NO. NC/21/2020
THE CONSTRUCTION OF 93 BNG HOUSES AND VIPS IN LETLHAKAJANENG VILLAGE, JOE
MOROLONG LOCAL MUNICIPALITY
C 1.5: CONTRACT OF TEMPORARY EMPLOYMENT AS
COMMUNITY LIAISON OFFICER

Construction Contract No.: .

PROJECT: .

AGREEMENT made between the CONTRACTOR .

and the Community Liaison Officerhereafter
referred to as the CLO, for the appointment and employment of a CLO for the duration of the work in
respect of the above named construction contract.

1. THE PARTIES HAVE AGREED THAT

The CLO will be employed by the CONTRACTOR on a temporary basis for the duration of the
contract to the date of practical completion as defined in the Contract, subject to all the conditions
set out below.

2. THE DUTIES OF THE CLO SHALL BE:

- a) to keep the community informed on the progress of the project;
- b) to keep the Contractor informed on relevant Community affairs and possible grievances;
- c) to manage the recruitment of workers from the Sub-Council Job-Seekers Database;
- d) to assist the Contractor's supervisory staff in the management of the workers.

3. THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited
from the Community shall apply equally to the CLO, except that the rate of remuneration shall be a
not less than R150.00 per working day or as stated in the Bill of Quantities. All costs pertaining to the
CLO must be included in the tendered rates for contractual requirements in Preliminary & General in
the Bill of Quantities. These conditions that apply are listed below as they appear in the Contract of
Temporary Employment:

3.1 If required to work on a statutory public holiday or Sunday the payment will be double the

amount stated in the previous paragraph.

3.2 Maximum hours of work:

- a) 9X hours per day
- b) 45 hours per week;
- c) 5 days per week;
- d) 5 hours without an interval, whereupon there shall be an interval of at least minutes;
- e) A spread-over period of 12 hours.

3.3 The CLO shall be entitled to payment where the CLO is prevented from working by reasons which are within the control of the Contractor.

3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will be no pay. If the Contractor closes the site between 9 a.m. and 1 p.m., the CLO will be paid half the daily wage. If the site works later than 1 p.m., the CLO will be paid the full daily wage.

3.5 Workers and the CLO will not be permitted to work under conditions of:

- a) abuse of intoxicating substances;
- b) criminal actions by the employee;
- c) strike action or political stayaways.

3.6 Workers, including the CLO, may be dismissed after 2 official written warnings for the following behavior:

- a) undisciplined or unruly behavior;
- b) insubordination to Team Leader, Supervisors or Management;
- c) abuse of intoxicating substances;
- d) willful or negligent damage to or loss of machines or equipment.

The Contractor shall ensure that he has statements from at least 2 witnesses' concerning any of the above situations.

The Contractor shall inform the CLO within 24 hours of any warning issued to workers employed from the Job-Seekers Database.

3. 7 The CLO will be paid on a Friday afternoon every 2 weeks, 1 week in arrears.

3.8 The CLO shall be given a statement with each payment on which is recorded:

- i. the name of the Contractor;
- ii. the CLO's name;
- iii. the number of days worked by the CLO;
- iv. the rate per day;
- v. the details of any deductions made;
- vi. the actual amount paid to the CLO.

3.9 No deduction shall be made from the remuneration except where the CLO consents in writing or unless the Contractor is permitted or required to do so by law or the order of any competent court.

3.10 The CLO shall be supplied free of charge with all health and safety equipment required by the Occupation Health and Safety Act. The equipment shall remain the property of the Contractor.

3.11 The Contractor must give the CLO at least 1 weeks' notice of the termination of the Contract of Temporary Employment. If this is not done, the CLO must be paid earnings for 5 days. This condition does not apply ifre CLO is dismissed.

3.12 At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service recording the Contractor's name, the CLO's name and address, the period of service, the type of work on which the CLO was engaged and the rate of remuneration on termination.

4. TERMINATION OF AGREEMENT

4.1 f the CLO can no longer perform and execute his/her duties as detailed in this agreement, this agreement will be terminated without prejudice to any rights under this agreement.

5. THE CONDITIONS OF THIS AGREEMENT

5.1 The parties expressly declare that this agreement contains all the conditions negotiated between them, and no condition or stipulation not contained herein shall be binding upon the parties.

6 . THUS AGREED AND SIGNED BY THE PARTIES:

CONTRACTOR:

COMMUNITY LIAISON OFFICER:

DATE:

NORTHERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE NORTHERN CAPE

TENDER NO. NC/21/2020

**THE CONSTRUCTION OF 93 BNG HOUSES AND VIPS IN
LETLHAKAJANENG VILLAGE, JOE MOROLONG LOCAL MUNICIPALITY**

PART C2: PRICING DATA

CONTENTS

SECTION	DESCRIPTION	PAGE
C2.1	PRICING INSTRUCTIONS : CIVIL AND STRUCTURAL	C2-2
C2.2	BILL OF QUANTITIES :	C2-6



C2.1 PRICING INSTRUCTIONS

1. Pricing Instructions means the criteria as set out below, read together with all parts of this contract document, which will be assumed in the contract that the Tenderer has taken into account when developing his prices.
2. The prices and rates in the Bill of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the Works described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
3. The work scheduled below is described in more detail in the specifications and drawings. Where certain items are referred to the General Conditions of Contract or Specification or a certain drawing number for more intonation, the Tenderer is referred to the complete General Conditions of Contract, Specification and Drawings and it must not be presumed that the references are complete
4. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kiloliter
km	=	kilometer
km-pass	=	kilometer-pass
kPa	=	kilopascal
kW	=	kilowatt
ℓ	=	liter
m	=	meter
mm	=	millimeter
m ²	=	square meter
m ² -pass	=	square meter-pass
m ³	=	cubic meter
m ³ .km	=	cubic meter-kilometer
MN	=	meganewton
MN.m	=	meganewton-meter
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional Sum
PC sum	=	Prime Cost Sum
R/only	=	rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	work day

4. For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the contract. “
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Lump sum:	An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.



5. Arithmetical errors will be corrected by assuming the amount per Item as correct.
6. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
7. The prices as tendered in the Calculation of Tender Sum (Fixed Price) shall be taken as being valid for the full duration of the Tender, unless otherwise stated in C 1.2: Contract Data: Part 1: Clause 6.8.2 of this Tender Document.
8. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amounts tendered under such items.
9. No deviation that may be requested by the Tenderer from the above, or from the General Conditions of Contract, Specification, Calculation of Tender Sum (Fixed Price), Tender form and Conditions, shall be considered, unless clearly indicated in Part 2: Returnable Documents: Schedule I of this Tender Document when the Tender Document is submitted
10. The Calculation of Tender Sum (Fixed Price) must be completed in BLACK INK and must not be removed from the bound set of documents. Only the Calculation of Tender Sum (Fixed Price) as bound into this document may be used. Nothing else will be accepted. Deviation from this will render the Tender as invalid.
9. No correction fluid may be used.
10. The price quoted in the Calculation of Tender Sum (Fixed Price) shall be in Rand and whole cents. Fractions of a cent shall be discarded.
11. In this document SABS will mean SANS and vice versa.
12. Measurements for Certificates of Payment will be in accordance with completion of the following milestones as detailed on the Bill of Quantities:
 - A. Foundation excavation
 - B. Surface Bed
 - C. Strip of raft foundation concrete
 - D. Superstructure
 - E. Roofing
 - F. Plumbing
 - G. Electrical
 - H. VIP Toilet Structure



C2.2

CALCULATION OF TENDER SUM (FIXED PRICE)



COGHSTA

LETLHAKAJANENG VILLAGE – CONSTRUCTION OF 93 BNG HOUSES IN LETLHAKAJANENG VILLAGE IN THE JOE MOROLONG LOCAL MUNICIPALITY

SECTION A: NEW

ITEM NO	PAYMENT CLAUSE	DISCRIPTION	UNIT	QTY	RATE	AMOUNT
Supply, delivery and installation of all materials and tools to construct complete standard 40m ² BNG houses inclusive of ancillary works and the construction of Double VIP Toilets, (Constructed as per Amalooloo drawings) as per breakdown for the minimum specifications C.3.1.10						
1		Site Establishment	Sum	1		
2		Site clearance and access	Sum	1		
3		Engineering Design, of foundation and Inspection and Engineering Certification	No	93		
4		Excavations of Foundations	No	93		
5		Strip Foundation, Fill, Build up and Surface bed	No	93		
6		Fill and Raft Foundation	No	93		Rate only
7		Building of Brickwork (Superstructure)	No	93		
8		Plaster and Paint of Internal Walls	No	93		
9		Sealant on External Walls	No	93		
10		Windows and Doors	No	93		
11		Roof, Ceiling, and Insulation	No	93		
12		All plumbing	No	93		
13		Wastewater soakaway outlet system	Pro Sum	93		
14		Aprons all round	No	93		
15		Electrical Installation	No	93		
16		Electrical Connection Application with the Local Municipality / Eskom on behalf of beneficiary	No	93		
17		Excavations • Water connection trenches (future connection: from house to 1m away from apron edge	No	93		
18		Excavation of VIP Toilets Pit, supply, delivery and Construction of Double Pit VIP Toilets	No	93		
19		OHS Regulation	Sum	1		
20		CLO Appointment	Sum	1		
SECTION A TOTAL CARRIED FORWARD TO SUMMARY						



**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
 TRADITIONAL AFFAIRS OF THE NORTHERN CAPE
 TENDER NO. NC/21/2020**

**THE CONSTRUCTION OF 93 BNG HOUSES AND VIPS IN LETLHAKAJANENG
 VILLAGE, JOE MOROLONG LOCAL MUNICIPALITY**

C 2.2 CALCULATION OF TENDER SUM (FIXED PRICE)

DISCRIPTION	AMOUNT
SECTION A:	
Fixed price per 40m2 BNG Houses:	
Type A house, inclusive of connection to electrical network and Double pit VIP toilet	
SUBTOTAL	
PLUS: 10% CONTINGENCIES (calculated on SUB TOTAL 1)	
SUBTOTAL2	
PLUS VAT	
TOTAL (CARRIED OVER TO FORM OF OFFER & FRONT PAGE)	

CONTRACT PERIOD:WEEKS

DECLARATION IN RESPECT OF COMPLETENESS OF TENDER:

I/We, the undersigned, do hereby declare that these are the properly priced Calculation of Tender Sum (Fixed Price) forming Part 2.2 of this Contract Document upon which my/our tender for the TENDER NO. NC/1412019: CONSTRUCTION OF 93 BNG HOUSES AND VIPS IN LETLHAKAJANENG VILLAGE, JOE MOROLONG LOCAL MUNICIPALITY has been based.

NAME OF FIRM:

SIGNATURE OF TENDERER/S:

DATE:



C 3.5

ANNEXCURES

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**



TENDER NO. NC/21/2020
THE CONSTRUCTION OF 93 BNG HOUSES AND VIPS IN LETLHAKAJANENG
VILLAGE, JOE MOROLONG LOCAL MUNICIPALITY

C 3.5 ANNEXURES

- **ANNEXURE A - MONTHLY FORMS TO BE COMPLETED**
- ANNEXURE B - OCCUPATIONAL HEALTH AND SAFETY
- ANNEXURE C - PHASE 1 GEOTECHNICAL REPORT
- ANNEXURE D - COUNCIL FOR GEOSCIENCE - DOLOMITIC STATUS

PORTION 2: CONTRACT

PART C3: SCOPE OF WORK

SCOPE OF WORK

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C3.1 DESCRIPTION OF THE WORKS

PROJECT SPECIFICATIONS

PART C3 SCOPE OF WORKS

SECTION 3.1 DESCRIPTION OF THE WORKS

SECTION 3.1.1 EMPLOYER'S OBJECTIVES

The Employers' objective is to provide decent houses to curb lack of housing in Letlhakajaneng.

SECTION 3.1.2 OVERVIEW OF THE WORKS

Details of the Contract

The Contract entails construction of 93 BNG houses and VIP toilets.

SECTION 3.1.3 EXTENT OF THE WORKS

This Works comprises of:

1. Appointment of NHBRC accredited Structural Design Engineer
2. Engineering Design of Foundation
3. Verification of Geotechnical Report for NHBRC Project and Home enrolment
4. NHBRC Enrolment (Enrolment paid by COGHSTA)
5. Municipal Approval of Building plans (per stand)
6. Site clearance and access
7. Construction of 93 BNG houses and ancillary works:
 - Engineering design, of foundation; Inspection and Engineering Certification
 - NHBRC Enrolment
 - Disconnect electrical connection from informal structure. (when applicable)
 - Temporary relocation and connection of electrical connection, inclusive of stand pole, to new location of informal structure. (moved by owner) (when applicable)
 - G5 fill and completion (Approximately 17m³ per stand) Compacted to 93% MOD AASHTO.
 - Excavations (Foundations and VIP pits)
 - Casting of Strip Foundation, Fill, Build up and Surface bed / Fill and Raft Foundation
 - Building of Brickwork (Superstructure)
 - Plaster and Paint of internal walls
 - Brick sealant to external walls
 - Windows and Doors
 - Roof and Ceiling
 - All Plumbing
 - Excavation of water connection trenches (for future water connections)
 - Aprons all round
 - Electrical Installation
 - Construction of VIP's for 93 stands
 - Relocate and connect electrical connection, inclusive of stand pole, to newly built BNG house. (when applicable)

SECTION 3.1.4 LOCATION OF THE WORKS

The works are Letlhakajaneng Village in the Joe Morolong Local Municipality area.

SECTION 3.1.5 NATURE OF GROUND AND SUBSOIL CONDITIONS

The formation of the area is characterised by the Kalahari sand underlain by calcrete at varying degrees of depth. Refer to Geo-Technical report in Annexure C.

END OF SECTION

C3.2 DESIGN

C3.2 DESIGN

C3.2.1 DESIGN

The designs are to be done according to the BNG guidelines published by the Department of Human Settlement, National Building Regulations and “*The Neighbourhood Planning and Design Guide*” published by the Council for Scientific and Industrial Research (CSIR). NHBRC Home building manual also form part of the project specification.

C3.2.2 CONSTRUCTION PERIOD

The contract is scheduled run over a maximum of **12 months**.

C3.2.4 DRAWINGS

A list of drawings is included in VOLUME 2 of this Tender (Separate document).

Building plans for the BNG house as well as VIP toilet must be submitted to Joe Morolong Local Municipality for approval within 14 days from the date of contract award.

C3.3 PROCUREMENT

C3.3 PROCUREMENT

C3.3.1 GENERAL CLAUSES AND REQUIREMENTS

C3.3.1.1 Bids received shall be evaluated in terms of the tender evaluation criteria described in the Tender Data, taking cognisance of the Employer's preferential procurement requirements as provided.

C3.3.1.2 Notwithstanding other requirements of the Contract, it should be noted that prior consent of the is required before subcontracting the works, which consent shall not be unreasonably withheld.

C3.3.1.3 Any consent granted in terms of C3.3.1.2 or appointment of the sub-contractor in terms of C3.3.1.2 shall not imply a contract between the Employer and the sub-contractor, or a responsibility or liability on the part of the Employer to the sub-contractor and shall not imply a contract between the contractor and the sub-contractor, or a responsibility or liability on the part of the contractor to the sub-contractor and shall not relieve the contractor from any liability under the contract and he (the contractor) shall be liable for the acts, defaults and neglects of any sub-contractor, his agents or employees as fully as if they were the acts, defaults or neglects of the contractor, his agents or employees.

C3.3.1.4 Before the PSP, in terms of Clause 6.10 [*Issue of Interim Payment Certificates*] of the General Conditions of Contract, issues any certificate that includes any payment in respect of work done or goods supplied by any sub-contractor in terms and Clauses 4.4 [*Sub-contractor*] and [*Nominated Sub-contractor*] of the General Conditions of Contract, he shall be entitled to call upon the contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub- contractor have been made or discharged by the contractor, in default of which, unless the contractor

- (a) Informs the PSP in writing that he has reasonable cause for withholding or refusing such payment, and
- (b) Submits to the PSP reasonable proof that he has so informed such sub-contractor in writing,

the Employer shall be entitled to pay directly such sub-contractor (nominated or otherwise) on the contractors certificate all payments (less retention moneys) the PSP has failed to make to such sub- contractor and to deduct, by way of settlement, the amount so paid by the Employer from any moneys owing to or that may become owing to the contractor.

Provided always that where the PSP has certified and the Employer has paid directly as aforesaid, the PSP shall, in issuing any further certificate in favour of the contractor, deduct from the amount thereof the amount paid direct as aforesaid, but shall not withhold or delay the issue of the certificate when due to be issued in terms of the Contract.

C3.4 CONSTRUCTION

C3.4.1 GENERAL CLAUSES AND REQUIREMENTS

This section of the Contract documents should be read together with all other sections and Standardized and Particular Specifications included in the Contract documents or Standardized Specifications mentioned in the Contract documents, but separately available. The documents should be read and interpreted jointly in order to determine the full requirements of the Contract.

C3.4.1.1 Information Required at Tender Stage

It is a specific requirement of the tender that full information of all the equipment offered must be supplied at the time of tendering in order for the PSP to evaluate the Tenderer's submission. In this regard, the Tenderer shall complete all technical schedules issued as part of the tender document under section T2.

C3.4.1.2 Drawings

Only figured dimensions on the Drawings may be used in the interpretation thereof, and the Drawings shall not be scaled unless the contractor is so instructed by the PSP in writing. The PSP will upon written request provide any dimensions that may have been omitted from the Drawings.

Only A1 and A3 size construction drawings issued by and bearing the signature of the relevant professional shall be used for construction purposes.

All information in the possession of the contractor that is required by the PSP's Representative to complete the As-Built drawings and to prepare a completion report for the Employer, must be submitted to the PSP's Representative before a Completion Certificate will be issued for the Works.

C3.4.1.3 Operation and Maintenance Manuals

No operation and maintenance manuals will be required for this contract.

C3.4.1.4 Site facilities available

C3.4.1.4.1 Location of site camp and depot

The works will be carried out in Letlhakajaneng Village therefore the contractor will have to situate their storage and site offices at a place suitable for the efficient operation and execution of the project.

C3.4.1.4.2 Access to Site

The site may be accessed via the N14 National Road north east of Kuruman, as shown on the locality map.

C3.4.1.4.3 Power supply

The contractor shall make provisions for his own power source in order to do whatever works that may require power as instructed by the client.

C3.4.1.4.4 Sanitation

The contractor shall provide the necessary ablution facilities for his camp/depot. Pit latrines shall not be allowed for the duration of the project.

C3.4.1.5 Existing Services and Structures

The position and details of all existing services and structures shall be determined on site by the contractor or as-built drawings shall be obtained from the Municipality.

Any/all services and structures damaged during the construction period due to construction activities shall be repaired by the contractor as soon as practically possible at the contractor's expense. In emergency situations, the Employer or its mandated agent may undertake critical repairs at the cost of the contractor should this be deemed necessary. These damages will also include the cost of water lost during these activities.

It must be highlighted that some of construction activities will be undertaken on existing pipework and therefore adequate care should be exercised not to damage other services.

In the event that the contractor deems it necessary to make alterations to the existing services or structures, such alteration shall be approved by the PSP prior to execution.

C3.4.1.6 Blasting activities

Blasting activities will be subject to PSP's approval. PSPs' approval will be subject to satisfactory prior assessment of neighbouring houses for existing defects. Once construction has been completed another assessment shall be undertaken to establish any damages caused by the blasting activity.

C3.4.1.7 Fire-risk

The contractor shall be responsible to safeguard the plant and areas adjacent to the contractor's camp against fire caused in any way by the construction activities on Site. The contractor shall be responsible for any damage or loss suffered in this regard.

C3.4.1.8 Potential Material Sources and Dump Sites

All naturally-occurring excess material produced during construction activities and all building rubble and concrete debris shall be spoiled at the nearest landfill facility.

The PSP has not designated any material source or disposal site for the purpose of the Contract. The contractor shall be responsible for all investigations and negotiations in respect of imported naturally occurring and/or modified materials required for the construction of the Works. In addition, the contractor shall bear all responsibility for investigations and negotiations associated with the disposal of surplus materials off the Site, either obtained from the demolition of any existing structure, or surplus or rejected for incorporation into the Permanent Works. The contractor shall investigate, negotiate and obtain the approval of all applicable authorities and land owners in this regard and he shall report to the PSP in respect thereof before the applicable construction works may commence on Site.

C3.4.1.9 Conditions of employment

In accordance with the Conditions of Contract the contractor shall be responsible to engage all staff and labour, local (including CLO's) or otherwise, collectively the contractor's Personnel, and for their payment, housing, feeding and transport. A contract of employment or subcontract shall be signed between the contractor and each of his employees or sub-contractor's as the case may be. Likewise contracts of employment must be entered into between each such sub- contractor and each of the specific sub-contractor's employees. Although the contractor shall adhere to the minimum wage rates agreed with the Employer he/she is at liberty to negotiate additional incentive payments based on performance.

Contracts of employment or sub-contracts should adhere to Section 56(1) of the Basic Conditions of Employment Act (Act 75 of 1997), the prevailing (latest) ministerial determination: Special Public Works Programmes Government gazette 25th January 2002.

C3.4.1.10 Training

Where insufficient skills are available within targeted areas and groupings *via* the local content forum and associated labour desk(s) established by the contractor, or from local sub-contractors, the contractor shall train local labour in specific trades or other skills for direct employment on the Works or as local sub-contractors. Such training shall be carried out either by external training experts, or in-house by the contractor utilising the services of approved skilled key-personnel or artisans in his employ. All training provided shall be consistent with standards approved at industry level, certified by accredited training organisations and bodies.

C3.4.1.11 Quality Control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and the Drawings rests with the contractor, and the contractor shall, at his own expense institute a quality assurance system and provide experienced contractors, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the quality of the Works at all stages of the Contract. The cost of the contractor's supervision and process control, including all testing carried out by the contractor, will be deemed to be included in the rates tendered.

Within two weeks after the Commencement Date, the contractor shall submit a comprehensive proposal for a quality assurance plan to the PSP for consideration. The PSP will then issue his requirements for quality control which will be based on the contractor's proposals, provided these are adequate.

C3.4.1.12 Survey control and setting out

The Contractor is obliged to create his own bench marks for survey should he deem the ones provided are insufficient for control and setting out.

C3.4.1.13 Contractor's Representative and superintendence

The contractor shall submit to the Employer and PSP within 14 days of the Commencement Date a list of addresses and telephone numbers of his Representative and key personnel who

may be contacted both during and outside normal working hours in connection with the Works.

C3.4.1.14 Site meetings

The PSP will conduct site meetings, prepare and circulate minutes, as determined by him in consultation with the Employer. The contractor shall attend these meetings and shall ensure that when necessary, all required sub- contractors are represented. The contractor shall submit monthly progress reports as required by the Conditions of Contract.

C3.4.1.16 Payment

Monthly Progress Payment Certificates shall be submitted to the PSP's Representative on Site not later than the 18th of each month (or on the last working day prior to this date) in order to allow for checking and reconciliation of all quantities, rates, extensions and additions in the certificate. Each progress payment certificate shall include work executed before the submission of the certificate. The PSP's Representative shall have a period of five (5) calendar days to review the draft certificate in collaboration with the contractor.

Upon agreement by the PSP's Representative by not later than the 25th of each month, the certificate shall be submitted by the contractor in a neat typed form in accordance with the prescribed format to the PSP by not later than the 28th of each month (or on the first working day thereafter). The PSP shall within 14 days after receiving the statement with the supporting documents issue the employer with an interim payment certificate.

Where dayworks have been instructed by the PSP, the contractor shall submit the returns to the PSP for signature and approval within twenty-four (24) hours of the end of the working day on which the work was executed.

The tax invoice submitted with the certificate shall be dated the 1st of the month following the period certified. All costs for the preparation and submission of progress certificates shall be borne by the contractor.

C3.4.1.17 Security of the Site

The attention of the contractor is drawn to the necessity of securing his Site, in particular his construction camp and depot. The contractor shall allow at all times for the necessary security and watching to prevent theft or damage to Materials, Plant and contractor's Equipment, and to ensure the safety of both the PSP's Personnel and the Employer's Personnel.

It is in the interest of the contractor to establish and maintain healthy community liaison and employment structures throughout the duration of the Contract as healthy structures will serve to elicit the support of affected communities in detecting and prosecuting criminal activity.

END OF SECTION

C3.4.2 STANDARD SPECIFICATIONS

The applicable "Standard Specifications" shall be the document "Standardized Specifications for Civil Engineering Construction, Series 1200-1986", issued by the South African Bureau of Standards.

Tenderers, contractor s and Sub-contractor s shall obtain their own copies of this document for tendering purposes and for use for the duration of the Contract from the SANS and shall bear all expenses in this regard.

SANS 1200 A	:	General
SANS 1200 C	:	Site Clearance
SANS 1200 D	:	Earthworks
SANS 1200 DB	:	Earthworks (Pipe trenches)
SANS 1200 GA	:	Concrete (Small works)
SANS 1200 L	:	Medium Pressure Pipes
SANS 1200 LB	:	Bedding (Pipes)
SANS 1200 LF	:	Erf Connections (Water)

Note 1: The Standard Specifications are not bound into the tender and contract documents, but are available at the contractor's / tenderer's expense, from the South Africa Bureau of Standards in Pretoria, Private Bag X191, PRETORIA, 0001

Note 2: Each of the Standard Specifications contains an appendix, which in turn lists further specifications which are not bound into the tender and contract documents.

Note 3: Both the Standard Specifications, as well as those specifications that are listed in the appendix to the Standard Specifications, shall apply to the Contract to the same extent as if each of these specifications had been bound into the tender / contract documents.

END OF SECTION

C3.4.3 VARIATIONS AND ADDITIONS TO THE STANDARD AND PARTICULAR SPECIFICATIONS

The Standardized Specifications do not cover all the different types of work included in the Contract. The general requirements for portions of the Works not covered by the Standard Specifications are described in the Particular Specifications under section C3.4.4.

The Clauses under section C3.4.3 (referred to as Project Specifications) are numbered "PS" and refers to the clauses in the Standard or Particular Specifications. New clauses not covered by clauses in the Standard or Particular Specifications, if included here, are also designated "PS" followed by a number.

The various documents listed under sections C3.4.2, C3.4.3 and C3.4.4 shall be treated as mutually explanatory. However, should any requirement of section C3.4.3 conflict with any requirement of the Standard Specification or with any requirement of the Particular Specifications, then the requirement of section C3.4.3 shall prevail.

PSA GENERAL

PSA 2 INTERPRETATIONS

PSA 2.8 Items in Schedule of Quantities

PSA 2.8.1 Principle

In the fourth line after the word "Specification" add or in the measurement and payment clause of the standard or particular specification or section or project specification.

PSA 2.8.2 Preliminary and General Section

Add the following to A 2.8.2:

Should the sum of Section A: Preliminary and General exceeds 15% of the tender sum (excluding Additional Sums, Prime Cost Items, Additional Survey, Training Courses and VAT), the Tenderer shall state his reasons in writing for tendering in this manner. See also PSA 8.2.1

PSA 3 MATERIALS

PSA 3.1 Quality

Substitute clause 3.1 with the following:

Materials which are required to comply with the requirements of a standard specification shall either bear the official mark of the appropriate standard (SANS or equivalent) or the contractor shall furnish the PSP with certificates showing that the materials do so comply. The mark on a pipe must be visible from above after the pipe is laid.

Samples on which laboratory testing is required, shall be delivered free of charge to an approved laboratory. The contractor is responsible for the cost of all testing to ascertain that the materials do comply with the specified minimum requirements of the relative materials and no additional payment will be made for such testing.

The contractor shall inform the PSP of any control testing to be done at least 48 hours before such tests are required and must allow in his program for the time necessary for the tests and the processing of the results thereof. The PSPs approval of the manufacturers published instructions is required before the relevant work is carried out.

PSA 4 PLANT

PSA 4.2 Contractor's Offices, Stores and Services

Add the following to clause 4.2:

Storage of Materials

Rubber articles, including pipe insertion or joint rings, shall be stored in a suitable shed and kept away from sunlight, oil or grease. Living accommodation shall not be used for the storage of materials.

Large items not normally stored in a building shall be neatly stacked or laid out on suitable cleaned areas at the Site. Grass or vegetation shall not be allowed to grow long in the storage areas and the material shall be kept free of dust and mud, and be protected from stormwater. Pipes shall be handled and stacked in accordance with the manufacturers

recommendations, special care being taken to avoid stacking to excessive heights and placing over hard objects. uPVC pipes shall be protected from direct sunlight by suitable covers.

Every precaution shall be taken to keep cement dry and prevent access of moisture to it from the time it leaves the place of manufacture until it is required for use on the Site. Any bags of cement, which show any degree of hydration and setting, shall be removed from the Site of the Works and replaced at the contractor's own expense.

PSA 5 CONSTRUCTION

PSA 5.1 Survey

PSA 5.1.1 Setting Out of the Works

Substitute the first sentence in clause 5.1.1 with the following:

Setting out of the works shall be done from survey pegs and from benchmarks as indicated on the drawings. The contractor shall, within two (2) weeks after the site has been handed over to him, ascertain the correctness of all pegs and benchmarks. Any discrepancy shall immediately be reported in writing to the PSP. Any costs or subsequent costs arising from discrepancies, which had not been reported to the PSP within the aforementioned period, shall be the sole responsibility of the contractor.

PSA 5.2 Watching, Barricading, Lighting and Traffic Crossings

Add the following to clause 5.2:

The contractor shall employ competent watchmen to guard the works both day and night. From the time work on any portion of the Works commences, until the Completion of the Works and the issue of the Certificate of Completion of the Works, the contractor shall be responsible for protecting the property of the

Employer and all persons having business on the Site from anything dangerous or likely to cause damage or injury. The contractor shall take all practical precautions to avoid nuisance or inconvenience to the owners or occupiers of properties near to the Site and to the public generally whilst carrying out the Works and shall at all times keep the Site clean and in safe and satisfactory condition. Dust control shall be exercised by frequently and whenever required spraying cleared surfaces and bypasses with water.

The crossing of any tarred roads to connect to the water and sewer mains must be done in half widths, or as required by the PSP.

PSA 5.4 Protection of Overhead and Underground Services

Add the following to A 5.4:

The contractor shall as soon as possible after handing over of the Site, commence with the detection of existing services and in the vicinity of the planned new service routes and mains connection points continue with it without interruption. This must be completed before commencing with excavations for any pipe trenches.

Existing services shall be exposed with the co-operation of the relevant authority, and be carefully excavated by hand. If the information regarding any existing service as given on the drawings is either missing, incomplete or erroneous, the contractor shall, as soon as the service has been located, submit details of the exact location, depth and type of service in writing to the PSP.

Various services are known to exist within the area covered by the Works. Their approximate positions are shown on the drawings but, although they are based on the best information available, their accuracy cannot be guaranteed.

The contractor shall at all times accept that all underground or overhead cables are live and that neither the Employer nor the owner of the service shall be held liable for injury or death of any person due to live power cables exposed under the Contract.

Before the commencement of any excavation the contractor shall confirm the name and telephone number of the relevant officials directly concerned with the known or suspected services, shall acquaint himself with the position of the control points of the services and shall have readily available the equipment necessary to shut-off and isolate any such service. The contractor shall liaise with the relevant authorities or controlling bodies for the necessary temporary closure of any services during construction.

The contractor shall not commence work in any area until proper arrangements have been made for supervision of the work by the relevant authority.

Exposed existing services shall be barricaded and protected by temporary covering it up again or as may be required by the relevant authority.

Joe Morolong Local Municipality regulations in respect of electrical services shall be applied. In addition to the requirements regarding dealing with existing services which are set out elsewhere in the Specifications, the contractor shall adhere to the regulation of the Local Municipality in respect of existing electrical services.

C3.4.4 PARTICULAR SPECIFICATIONS FOR THE WORKS

The following Particular Specifications for works will be applicable to this Contract:

PAA Dayworks

PD Building Work

PAA DAYWORKS

PAA-1 GENERAL

In cases where the PSP orders any variation in the form, quality or quantity of the work or any extra work to such an extent that the tendered rates for specific items are no longer applicable, or where a combination of tendered rates cannot be applied to compensate for such work, the PSP may, in terms of the General Conditions of Contract, order that the amended or extra work be carried out as daywork at the cost of labour, plant and materials. For that purpose, provision is made for the contractor to tender his rates for labour and plant in the Daywork Schedule which forms part of this contract.

No work will be measured as daywork unless:

- (a) the PSP agrees that the varied work is not in accordance with the specification or scope of a measured item in the contract.
- (b) the PSP has issued an order in writing for the execution of such varied work; and
- (c) statements of plant and labour are submitted daily to the PSP for his consideration and approval.

All work valued at the tendered rates in the Daywork Schedule will be subject to contract price adjustment as applicable to the Contract.

PAA-2 SALARIES AND WAGES OF WORKMEN

The amount to be paid for labour will be based on the rates tendered in the Daywork Schedule for the workers executing the work. The tendered rates shall be all-inclusive and shall be held to cover all charges for the contractor's profits, timekeeping, clerical work, insurance, establishment, superintendence, the use of hand tools, etc, and no additional surcharge over and above the tendered rates will be applicable.

PAA-3 CONSTRUCTION PLANT

The rates for construction plant as tendered in the Daywork Schedule shall cover all costs, overheads and profit for the contractor and no further surcharge will be payable on the tendered rates. The cost of operators shall be included in the tendered rates except where otherwise specified.

Where plant or equipment for which no rates exist in the Daywork schedule are employed, the cost thereof shall be determined as agreed with the PSP in terms of the General Conditions of Contract. In such case contract price adjustment will only be applicable if the agreed cost is based on rental rates at the time of the base month before closing of tenders, or if the ruling rates current at the time of the execution of the work are de-escalated to the base month.

The contractor will be paid for the transport to and from the site of constructional plant not on site and specially ordered by the PSP to be brought on site. No payment will be made for transport of equipment listed in the contractor's Schedule of Constructional Plant in the tender document, or for equipment which has been removed from the site on request of the PSP, or for equipment already on site, regardless of whether it appears on the Schedule of Constructional plant or not

PAA-4 MATERIALS

Materials required for daywork items which cannot be compensated under existing rates and have to be purchased, will be paid for at cost, excluding VAT, plus a surcharge of 15%. The cost of materials provided for daywork at current rates at the time when the work is executed, will not be subject to contract price adjustment unless the prices of the materials are de-escalated to the base month for escalation.

PAA-5 MEASUREMENT AND PAYMENT

<u>Item</u>	<u>Unit</u>
-------------	-------------

PAA-5.1 Labour

- | | |
|---|----------|
| (a) Unskilled workers | hour (h) |
| (b) Skilled workers (Artisans) | hour (h) |
| (c) Operators and drivers (where measured separately) | hour (h) |
| (d) Foremen | hour (h) |
| (e) Others (specify) | hour (h) |

The unit of measurement is the hour or part thereof during which workers were engaged in daywork.

The tendered rate shall include full compensation for all salaries, wages, bonuses, pension, insurance, medical aid and other benefits as well as overheads arising from administrative personnel, site agents, supervisors, tools and profit. No surcharge will be paid on the tendered rates

The cost of operators included in the rates for constructional plant, will not be measured again under Labour.

PAA-5.2 CONSTRUCTION PLANT

The unit of measurement for plant items is the hour or part thereof during which the item of plant had been in active use for the daywork operation, including stopping time of less than five minutes.

The unit of measurement for a LDV is the kilometre travelled to collect or transport small quantities of materials. Kilometres travelled in light delivery vehicles by supervisors in the execution of normal supervision duties, shall not be measured for payment.

The tendered rates shall include full compensation for the supply, maintenance, service, repairs, depreciation as well as fuel, lubricants, licensing, insurance, overheads and profit. It shall also include the cost of drivers and operators except in the case of tools where the operators of these tools are paid for under labour.

END OF SECTION

PD BUILDING WORK

CONTENTS

PD 01	SCOPE
PD 02	BRICKWORK, PLASTER WORK AND FLOOR SCREEDS
PD 03	DOORS AND WINDOWS
PD 04	GLAZING
PD 05	CARPENTRY AND JOINERY
PD 06	ROOF SHEETING AND ACCESSORIES
PD 07	ELECTRICAL WORK
PD 08	PLUMBING
PD 09	PAINTING
PD 10	MEASUREMENT AND PAYMENT

PD 01 SCOPE

This is a Particular Specification and covers the various construction activities associated with the erection of buildings which form part of this Contract.

Building work shall be carried out in accordance with the National Building Regulations, SABS 0400, the applicable clauses of the SABS Standardised Specifications and the information contained in this Specification.

Work appurtenant to the erection of buildings such as earthworks, concrete work, structural steelwork, etc, shall be carried out as specified in the appropriate Standardised Specifications and will be measured and paid for under those Specifications.

PD 02 BRICKWORK, PLASTER WORK AND FLOOR SCREEDS

PD 02.1 MATERIALS

(a) Bricks

Bricks shall comply with SABS 227 and shall be of the class scheduled or shown on the Drawings.

Satisfactory proof of the load-bearing capacity of the bricks offered shall be submitted before deliveries are made to the Site.

Air bricks shall be well-burnt terracotta and shall be free from cracks and blemishes and lined with copper mosquito gauze.

Three samples of each type of brick shall be submitted to the PSP for approval. All subsequent deliveries shall be of a standard equal to or better than that of the approved samples.

(b) Cement

Cement shall comply with the requirements of SABS 471 and shall be stored under cover. The use of Portland Blast-furnace Cement (PBFC) which complies with the requirements of SABS 626 will only be allowed if approved by the PSP.

(c) Aggregate

Fine aggregate shall be naturally occurring sand or shall consist of crushed rock or gravel, and shall be hard, clean and free from adherent coatings or other deleterious matter. Sand for plaster and mortar shall comply with the requirements of SABS 1090, whereas the aggregates for normal and granolithic floor screeds shall comply with the requirements of BS 1199 and BS 1201 respectively.

(d) Water

Water shall be clean and free from clay, silt, oil, acid, alkali, organic or other matter which would impair the required strength and durability of the mortar, plaster or floor screed.

(e) Wall ties

Wall ties shall be of the galvanised, crimped, single-wire type with a 3,5 mm diameter, and shall comply with the requirements of SABS 28.

(f) Damp-proof sheeting

Damp-proof sheeting shall comply with SABS 248, type FV for fibre felt, or SABS 952, type B for embossed polyethylene sheeting.

PD 02.2

CONSTRUCTION OF BRICKWORK

(a) Cement mortar

Cement mortar shall, unless otherwise specified, consist of 1 part of Portland cement to 4 parts of sand by volume for normal brickwork and 1 part of Portland cement to 3 parts of sand by volume for reinforced brickwork. The ingredients for cement mortar shall be measured in proper gauge boxes on a boarded platform and thoroughly mixed. Alternatively, mixing may be by means of an approved mechanical batch mixer. Only when the dry ingredients have been thoroughly mixed and a mixture of uniform colour has been obtained may the water be added in sufficient quantity to obtain mortar with the required consistency.

Cement mortar shall be used within two hours of adding water to the mix and shall not be used after two hours or if it has begun to set. Mortar shall be turned over frequently until it is used to prevent it from setting.

(b) Brickwork

Dimensions of all the brickwork shall be set out and built as shown on the Drawings. Bricks shall be kept wet before laying and the top of brickwork shall be wetted before any further bricks are laid. Bricks shall be well buttered with mortar before being laid and all joints shall be thoroughly flushed up as the work proceeds. All joints to face brickwork shall be neatly made and key drawn with a 6 mm key.

Brickwork shall be carried up in a uniform manner with no portion being raised more than 1 m above an adjacent portion. All perpend, quoins, etc, shall be kept strictly true and square and the whole properly bonded together.

Brickwork shall be built in stretcher bond or english bond as shown on the Drawings, and bats shall not be used except where required for the bond. All joints shall be 10 mm wide and four courses shall measure 340 mm.

Brickwork for cavity walls and solid walls built in stretcher bond shall be tied with wall ties placed not more than one metre apart in every third course, and shall be staggered vertically. At openings, the ties shall be positioned not more than 300 mm apart along the periphery of the opening and 150 mm from the opening.

Face brickwork shall be kept perfectly clean and rubbing down of the brickwork shall not be allowed. Scaffold boards shall be turned back during heavy rain to avoid splashing. Soiled brickwork shall be cleaned at the contractor's expense, and the cleaning method shall be approved by the PSP.

(c) Reinforced brickwork

Brickwork over door and window openings shall be reinforced with steel rods, welded or expanded mesh, etc. Reinforcement shall be placed in each course of brickwork for a minimum of 4 courses or as shown on the Drawings. Reinforced brickwork shall continue at least 300 mm on each side of the openings.

Brick lintels shall be built upon rigid temporary supports left in position for not less than 7 days after bricklaying. Prestressed concrete lintels may be used where approved by the PSP.

(d) Key for plaster

Joints of all brickwork receiving plaster shall be raked out, or the brick surfaces shall otherwise be prepared with an acrylic slurry or any other approved bonding agent.

(e) Damp-proofing

A damp-proof course shall be laid over the full width of all the walls at a minimum height of 150 mm above the final ground level or wherever else it may be required, and it shall be lapped for at least 150 mm at angles and joints. A damp-proof course shall also be laid and stepped up under all external sills.

(f) General

Rough and fair cutting shall be performed as required, and the brickwork shall be fitted around any steel work. Face brickwork shall be carefully cut and fitted to suit fittings.

Chases shall be left or formed for edges of concrete floors, staircases, etc. Chases shall also be provided wherever they may be required for pipes, conduits, switch boxes, distribution boards, and the like. Joints shall be raked out for flashings.

PD 02.3

PLASTER WORK

(a) Plaster coats

A plastered finish shall consist of a single coat, comprising one application of a 1:6 cement: sand mixture with a wood or steel-float finish.

(b) Thickness

The total thickness of the plaster finish shall be 13 mm minimum and 20 mm maximum.

(c) Workmanship

All plaster work shall be finished smooth and ready to receive paint. Plaster shall be flush with the faces of all switch and plug boxes, the interiors of which shall be kept free from plaster. Plastered surfaces shall be plumb, and jambs and reveals shall be formed

square.

The plasterer shall cut out and make good all cracks, blisters and other defects and leave the plaster work, on completion, in a state which is acceptable to the PSP.

PD 02.4 FLOOR SCREEDS

Floor screeds shall have a mix proportion by mass consisting of 1 part of Portland cement and 3 parts of fine aggregate. A minimum amount of water is to be used, but it shall be sufficient to allow adequate compaction.

Screeds shall be laid on clean hardened bases in panels not exceeding 14 m² and shall be steel trowelled to a true and smooth finish. In monolithic construction the panels shall not exceed 30 m². Joints in screeds shall coincide as nearly as possible with joints in the bases. The thickness of screeds shall be as shown on the drawings or as directed by the relevant professional.

The entire screed surface shall be free from loose or raised particles of aggregate, trowel marks or from any irregularities, humps or depressions exceeding 5 mm when measured from a 3 m long straight-edge.

Screeds shall be cured for 3 to 7 days as may be directed by the relevant professional, and shall be protected from damage.

No moisture-sensitive floor finish shall be laid on screeds unless a reliable moisture test shows that the screed is sufficiently dry to receive the covering.

PD 03 DOORS AND WINDOWS

PD 03.1 MATERIALS

(a) General

All steel and iron work shall be delivered clean and free from rust, pitting or other defects. Shop priming shall be applied before delivery and shall consist of a coat of red oxide paint, or any other approved anti-rust paint on all surfaces.

Unless otherwise specified, all materials shall conform at least to the appropriate SABS or BS standards where such standards apply to ironmongery, steel, cast iron or any other related materials.

(b) Pressed steel door frames

Pressed steel door frames shall comply with SABS 1129 and shall be manufactured from 1,6 mm thick mild-steel sheeting, pressed to the required shapes, properly mitred, welded and reinforced, with all welding neatly cleaned off.

Frames shall be of the widths required to suit the thickness of the walls into which they are built and shall be fitted with suitable tie bars and braces at the bottom. Three lugs to be built into the brickwork shall be provided on each jamb.

Rebates in frames and transoms for doors shall be of the widths required to suit the thicknesses of the doors and shall be fitted with a pair of approved steel butt hinges set flush into recesses in the frames. 4,5 mm thick reinforcing plates shall be welded to the backs of the frames at hinge positions.

Heads of frames over double doors shall be drilled where required to form keeps for

bolts and shall be fitted with one rubber buffer for each leaf of the door.

Frames for single doors shall be fitted with approved chromium striking plates and an adjustable striking-plate keeper boxed in at the back of the frame by a welded-on sheet-metal box. The frames shall be fitted with a minimum of two rubber buffers.

Frames shall be protected against twisting and damage during transit and erection.

(c) Pressed-steel doors

Pressed-steel doors shall be manufactured from 1,6 mm thick steel plate. The doors shall be of standard design, pressed to shape with 40 mm reveals all round. The doors shall be strengthened with full-length vertical V-shaped or other approved sectional strengthening ribs projecting to the outer face. Two horizontal stiffening rails shall also be welded to the inner face of the doors.

A door shall be hung on a pair of 100 mm long steel butt hinges with loose pins. The leaves of the hinges shall be welded to both the door and the door frame, and a 1,6 mm thick steel plate shall be welded to the inner face of the door to protect the lock.

One leaf of double doors shall be fitted at the top and bottom with approved 150 mm cast brass barrel bolts in an approved manner and the other leaf shall be fitted with a lock, the striking plate of which shall be fixed to the first leaf.

Where indicated on the drawings, doors shall be fitted with louvred ventilation grills of approved design, backed with insect and vermin-proof gauze screening.

(d) Steel window frames

All steel window frames shall comply with SABS 727 and shall be of the types and sizes shown on the Drawings.

Standard industrial types of steel window frames shall be constructed from rolled mild-steel industrial sections, 35 mm wide by 3 mm thick, with opening sections constructed from standard residential sections, 25 mm wide by 3 mm thick, welded at angles and properly jointed at intersections.

Window frames shall be formed perfectly flat, truly square and properly jointed at all angles, and the opening portion shall fit properly on all faces and shall open and close freely.

Glazing bars shall be continuous with jointed intersections, the ends being neatly tenoned into the frame and securely welded in position.

Frames shall be fitted with standard fixing lugs.

Opening sections shall open as indicated on the drawings, and shall be fitted with steel hinges with brass pins. Pivots shall be fitted with bronze ring centres.

Side hung or top hung opening sections shall be fitted with brass handles and friction stays. Bottom hung sections shall be fitted with friction pivots and spring catches.

Weather bar drips shall be attached to the fixed frames for the complete width of the window at the head of outward opening sections.

Composite windows shall preferably be delivered to the Site fully assembled, complete with mullions and transoms.

(e) Door locks and handles

All door locks shall comply with the requirements of SABS 4 and shall be of approved manufacture and pattern. All locks shall be supplied with two keys. Keys shall be distinctly numbered with consecutive numbers and each key shall be stamped with the same number as that of the lock which it controls. No two locks in anyone building may have the same key.

External doors shall be fitted with four-lever heavy-duty mortice locks, which shall be master-keyed.

All locks shall be properly installed and after completion, striker plates shall be adjusted and the locks serviced.

Door handles shall be of cast zinc of approved manufacture and pattern.

(f) Miscellaneous fittings

All retaining devices for doors and windows as well as fittings such as coat hooks, retaining hooks, etc, shall be of solid brass. All fittings shall be secured by screws or set screws of the same material and finish as the fitting.

Fittings to be fixed to plastered walls, masonry or floors shall be fixed direct by means of patent plastic or fibre plugs fitted into drilled holes.

Doorstops shall be provided at every door and shall be 40 mm diameter rubber stops.

PD 03.2 INSTALLATION OF DOORS AND WINDOWS

All built-in door and window frames shall be set straight, plumb and level, and shall operate to the satisfaction of the PSP after fixing has been completed.

Fittings shall be either removed, or wrapped and protected from damage, until all rough trades have been completed.

PD 04 GLAZING

PD 04.1 MATERIALS

(a) Glass

Glass shall comply with the requirements of CKS 55. The quality of all window glass shall be such that surface deterioration will not develop after glazing.

All glass shall be free from bubbles, waviness, scratches, stains or other imperfections.

Unless otherwise specified, sheet glass for glazing shall be flat-drawn clear glass of ordinary glazing quality and of the thicknesses indicated below:

For panes not exceeding 0,75 m² in area..... 3 mm

For panes exceeding 0,75 m² but not exceeding 1,5 m² in area..... 4 mm

(b) Putty

All putty shall comply with the requirements of SABS 680.

Putty shall not be too hard or soft or caked when used, and shall dry evenly without crazing or cracking.

Defective putty shall be cut out and replaced by the contractor at his own expense, and any broken glass shall also be so replaced and putty so repainted.

PD 04.2 GLAZING

Glass shall be cut in panes to suit all glazed openings with sufficient clearance all round to prevent cracking by expansion, contraction or vibration.

In all cases the glass shall be well bedded and back-puttied and installed as specified in SABS Code of Practice 0137.

All putty shall be carefully trimmed, cleaned off and neatly finished off straight with smooth surfaces and sharp mitres. A paint primer shall be applied as soon as the putty has dried out sufficiently to prevent shrinkage cracks from forming.

The entire glazing operation shall be cleaned before the premises are handed over for occupation.

PD 05 CARPENTRY AND JOINERY

PD 05.1 GENERAL

(a) Materials

All timber used for structural purposes shall be of merchantable grade and shall comply with the requirements of SABS 563 and SABS 1245. Structural timber shall be carefully selected and of the best quality, free from large or dead knots, shakes, waney edges or other defects. Purlins and bracing shall comply with the requirements of SABS 653. Finger-jointed structural timber shall comply with the requirements of SABS 096 and laminated timber with the requirements of SABS 1089.

Hardwoods and softwoods for joinery shall comply with SABS 1099 and SABS 1359 respectively and suitable species shall be used for the various purposes.

Unless otherwise specified, all materials shall conform to the appropriate SABS or BS Specification where such standards exist for nails, screws, bolts, adhesives, etc.

(b) Preservative treatment

All structural timber shall be given a preservative treatment suitable for the duty for which the timber is intended in accordance with SABS 05, and no untreated timber shall be used. The preservative treatment shall not impair the final finish. The timber shall be impregnated throughout. When surface coating is specified, the compounds applied on the surfaces of the timber shall form an unbroken film.

(c) Priming

The jointing surfaces of all joints exposed to the weather and built-in portions of frames shall be thickly primed except where adhesives are specified.

Carpentry and joinery items which are prepared for painting by the manufacturer, shall be knotted and primed before being dispatched to the Site.

Primed surfaces shall be touched up where necessary during the progress of the work

or where site adjustments have been made.

PD 05.2 **CARPENTRY WORK**

(a) Scope of work

Carpentry work shall be carried out in a manner consistent with good workmanship and in compliance with the Drawings.

The carpenter shall perform all cutting away and making good in attendance upon all other trades and he shall provide and maintain temporary coverings required for the protection of any finished work that might be damaged if left unprotected during the progress of the work.

(b) Dimensions

Unwrought timber shall be as sawn and shall be to the dimensions and within the tolerances specified in the relevant SABS Standard Specifications mentioned in Subclause PD 05.1(a).

(c) Jointing

Unless otherwise specified, all joints shall be secured by means of a suitable type and a sufficient number of approved connectors. All joints shall be carefully made in such a way that they will not impair the strength and stiffness of the beams or members.

(d) Timber roof construction

The plates, joists, rafters, purlins, bracing and other pieces used for the construction of the roof and trusses shall be of the dimensions, spacing and construction, as shown on the Drawings.

All the joints in the framework shall be of the most appropriate type, accurately formed and adequately secured with fasteners as specified.

PD 05.3 JOINERY WORK

(a) Scope of work

Joinery work shall consist of the manufacture, delivery to the Site, and fixing in the buildings, of all joinery shown on the Drawings.

Except where a special finish is specified, the contractor shall have all stairs, landings, doors, shelves and other joinery work cleaned and scrubbed down and shall leave all his work in a good order to the satisfaction of the PSP.

(b) Dimensions

All wrought timber shall be sawn, planed, drilled or otherwise machined or worked to the correct sizes and shapes shown on the Drawings.

Reasonable tolerance shall be provided at all connections between joinery works and the building structure to compensate adequately for any irregularities, settlements, or any other movements.

(c) Fabrication

The joiner shall perform all the necessary mortising, tenoning, grooving, matching, tonguing, housing, rebating and all the other works necessary for correct jointing. He shall also provide all metal plates, screws, nails and other fixings that may be necessary for doing the specified joinery work properly.

(d) Joints

Where joints are not specifically indicated, they shall be the recognised forms of joints for each position. The joints shall be so made as to comply with part 2 of BS 1186.

(e) Doors and frames

Door frames, linings, panel doors, framed, ledged and braced doors, flush doors, sliding doors, etc, shall be supplied or made by the joiner and shall be installed, fitted or hung as detailed on the Drawings.

All timber shall be wrought and prepared for oiling, staining, varnishing or painting.

(f) Skirtings, cornices, etc

Skirtings, cornices, etc shall not be installed until after the wall coverings have been applied, the flooring laid and ceilings installed, unless otherwise specified.

(g) In situ joinery

In situ joinery work shall not be executed until after all floor, wall and ceiling surfaces have been formed or constructed, unless otherwise instructed.

(h) Ceilings

Ceilings shall consist of plaster board or fibre-cement panels as shown on the Drawings and shall be nailed to the bracker or suspended from the roof structure. The panels shall be separated by exposed tees and insulated with a 50 mm thick fibreglass wool blanket where shown on the Drawings.

PD 06 ROOF SHEETING AND ACCESSORIES

Roof sheeting and accessories shall comply with and will be measured and paid for under SABS 1200 HC.

PD 07 ELECTRICAL WORK

The electrical wiring of buildings shall be carried out by registered and licensed electricians in accordance with the requirements of SABS 0142 and the regulations of the Employer.

The electrician shall work in close co-operation with the contractor to ensure that all conduits, switchboards, plug boxes and switch boxes are installed in their correct position.

The work shall be carried out in accordance with the Drawings and to the satisfaction of the PSP and the local authority.

PD 08 PLUMBING

PD 08.1 MATERIALS

(a) General

All materials shall be of the best quality and shall be approved by the PSP before installation. Cracked, chipped, dented or faulty items or materials shall be replaced at the contractor's expense. Glazed ceramic sanitary ware shall comply with the requirements of SABS 497 and all other materials shall comply with the standards as specified, scheduled or shown on the Drawings.

(b) Water closet (WC) suites

WC suites shall consist of a white glazed vitreous china closet with an S or P trap and seat lugs, a 14 litre low-level matching flat-bottomed flushing cistern placed and fixed on the closet, or a suspended enamelled cast-iron cistern with the flush pipe connected to the flushing rim of the closet with rubber cone joints, and a solid heavy-duty plastic seat with cover, hinges and buffers.

(c) Urinals

Urinals shall be of the type detailed or scheduled, of white glazed vitreous china, wall mounted, with an automatic or a manual flushing system, and chromium-plated fittings.

(d) Wash hand basins

Wash hand basins shall be of white glazed vitreous china or enamelled cast iron, wall mounted on a pair of cast-iron brackets, and fitted with chromium-plated fittings consisting of two taps, outlet and chain, and supplied with a plug and an anti-siphon trap.

(e) Sinks

Sinks shall comply with the requirements of SABS 242 and shall be complete with cabinet, chromium-plated outlet, anti-siphon trap, plug, chain and two bib taps or one mixer tap, all as detailed or as scheduled.

(f) Pipes and tubing

Cast-iron and steel pipes used in plumbing work shall comply with the requirements of SABS 746 and SABS 62 respectively. Copper tubing shall comply with the requirements of SABS 460, and malleable cast-iron fittings with the requirements of SABS 509.

PD 08.2 CONSTRUCTION

Plumbing shall be carried out strictly in accordance with the Drawings and with the National Building Regulations, with specific reference to Government Notice R1875 dated 31 August 1979.

Steel pipes and their malleable cast-iron fittings shall be joined with red lead and hemp, lead pipes shall have wiped soldered joints, and cast-iron pipes shall be joined by caulking with hemp and metallic lead.

Soil pipes from WCs shall have an internal diameter of at least 100 mm and shall be fitted

with a pan connector and an access bend (or an access junction where a vent pipe is used), and carried through walls and into the ground for connection to the sewer. Vent pipes shall be fitted with approved balloon gratings.

Waste pipes from basins and sinks shall have an internal diameter of at least 32 mm and shall discharge into gulleys. Bends for waste pipes shall incorporate cleaning eyes.

Cisterns, basins and sinks shall be connected to the pipe system with 12 mm diameter copper service pipes, and chromium-plated stop-cocks shall be installed for isolation and maintenance purposes.

PD 09 PAINTING

PD 09.1 GENERAL

No paint shall be applied to any surface containing traces of dust, grit, grease, oil, loose rust, millscale or corrosion products of any kind or to any surface that is not free from moisture. Where necessary, surfaces shall be thoroughly washed to remove all traces of soluble salts and/or corrosive air-borne contaminants prior to painting, and the surfaces shall be dried and painted immediately thereafter.

Welding shall be completed in so far as it is possible before painting commences, but in cases where welding can be done only at a later stage, no paint shall be applied to within 75 mm of the proposed weld position unless otherwise specified. Welds and adjacent parent metal shall be abrasive blasted and/or ground and all contaminants such as flux shall be removed prior to painting.

Surfaces of members which are to rest on concrete or other floors or which will be otherwise inaccessible after erection shall receive the full paint system prior to erection.

Damaged paint areas on metal surfaces shall be cleaned, rust spots removed where applicable and the surrounding paint which is still intact shall be feathered for a distance of 20 mm beyond the damaged area. Spot priming and repair shall consist of all the coats previously applied and shall overlap the damaged area.

Damaged galvanised areas shall be cleaned and any rust spots and any flakes of the coating surrounding the damaged area removed. The coating shall then be restored by zinc spraying or soldering, or painting with a zinc-rich paint, as may be approved by the PSP.

Where the shop coat is allowed to age for a few months before the final painting is done, light sanding or rubbing with steel wool or scrubbing with clean water using a bristle brush shall be carried out.

Steel to be embedded in concrete shall not be painted below 50 mm from the final level of the concrete.

Each priming coat and each undercoat of paint shall be inspected and approved by the PSP before any subsequent undercoat or finishing coat is applied.

All finishing colours shall be as shown on the drawings, or as directed by the PSP.

PD 09.2 MATERIALS

Paints shall comply with the requirements of the appropriate Specifications below:

(a) Primers

SABS 312 :	Red-lead based for structural steel
SABS 678 :	For wood

SABS 679 :	Zinc chromate for steel
SABS 723 :	Etch-wash primer for metals
SABS 912 :	Calcium plumbate for galvanised iron
SABS 926 :	Zinc-rich epoxy for steel

(b) Undercoats

SABS 681 :	For all undercoats
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(c) Finishing coats

SABS 515 :	For interior use, flat and egg-shell finish
SABS 630 :	For interior and exterior use, high-gloss enamel
SABS 631 :	For interior and exterior use, oil gloss paint
SABS 633 :	For interior use, emulsion paint
SABS 634 :	For exterior use, emulsion paint
SABS 684 :	For exterior use on structural steel
SABS 801 :	For interior and exterior use, epoxy-tar paint
SABS 802 :	For interior and exterior use, bituminous aluminium paint
SABS 887 :	For interior use, glossy and egg-shell varnish.

The contractor shall furnish the PSP with the following information and details regarding the paints and decorative materials for the painting system he proposes to use, for written approval:

- (i) The name of the manufacturer and trade name.
- (ii) The brand, type or grade of paint and the appropriate SABS Specification.
- (iii) Manufacturer's data sheets, colour references, instructions for use, including surface preparation, sealers, primers, undercoats, finishing coats, coat thicknesses and curing periods, which shall all be considered as being part of these Specifications if approved by the PSP.
- (iv) Safeguards to protect the applied paint from damage until the work is accepted by the PSP.
- (v) The shelf or pot life of materials, if applicable.
- (vi) An undertaking that the proposed paint system is suitable for its intended use and that the various coats of paint are compatible with one another.

Where proprietary brands are used, the manufacturer's priming and all subsequent coats of paint suitable for that particular brand shall be employed in accordance with the manufacturer's instructions.

No other materials of a similar nature and quality or from another manufacturer may be used instead of those approved unless permission to do so has been obtained from the PSP, in writing.

All materials shall be brought onto the Site in containers sealed by the manufacturer. Paints shall not be mixed with another paint of a different quality, type, brand or colour, or thinned or adulterated in any way, but shall be used as supplied by the manufacturer. Any mixing or tinting required shall be carried out by the manufacturer.

Tinting of paint on the Site by the contractor will only be allowed with the written permission of the manufacturer and the PSP.

PD 09.3 INSPECTION AND PRELIMINARY WORK

Before commencing paintwork, the contractor shall carefully inspect the surfaces to be painted to satisfy himself that the surfaces are in a satisfactory or acceptable condition to receive the paint system specified.

All metal fittings and fastenings shall be removed where applicable before the preparatory processes are commenced. On completion, the metal fittings and fastenings shall be cleaned and refitted in position.

PD 09.4 WORKMANSHIP AND FINISHES

Paint may be applied by spray, brush or roller depending on the materials used, the surface to be painted, and the manufacturer's instructions.

Every coat of paint, irrespective of the method of application, shall be adequately and permanently keyed or bonded to the base material or previously applied coat, and shall be evenly distributed, continuous, free from sags, runs, brush marks, pin holes or other imperfections, and shall dry to a smooth finish.

An approved water trap and air-regulating valve shall be furnished and installed on all equipment used in spray painting.

Before painting the interiors of buildings they shall be cleaned and the floors shall be washed and kept free from dust during the progress of the interior work.

The contractor shall protect all nearby surfaces against disfigurement by spatters, splashes and smirches of paint or paint materials. The contractor shall be responsible for any damage by paint or dirt caused by his operations to vehicles or property or injury to persons and he will be required to provide protective measures to prevent any such damage or injury and make good, where required, at his own expense.

If passing traffic creates dust which may harm or spoil the appearance of external painted surfaces, the contractor shall sprinkle the adjacent areas with water, at his own cost, for a sufficient distance on each side of the location where painting is being done.

Undercoats shall be tinted by the manufacturer to distinguish between successive coats.

The final coats or finishing coats of paint shall be applied after all the other work in the vicinity has been completed.

The painter shall keep some of the final paint in reserve in the event of his having to make good any patching which may be required as a result of damage or unforeseen circumstances.

Upon completion, the contractor shall, in the case of buildings, clean all glass, remove all paint spots from walls, floors and fittings, and leave the premises clean and fit for occupation.

All inflammable materials, comprising solvents, thinners, wiping cloths, etc, shall be placed in tightly closed containers and properly disposed of.

PD 09.5 PAINTING OF PLASTER, CONCRETE OR BRICK SURFACES

(a) Surface preparation

Surfaces for painting shall be prepared by sandpapering, scraping or wire-brushing to remove loose material, dust, laitance, scum or other deleterious materials or high spots. Defective areas shall be cut out where necessary and made good with an approved non-shrink filler. Cracks shall be cut out, suitably keyed, and given a coat of an approved bonding agent before the filler is applied. All patches shall be rubbed down to an even surface. Surfaces shall be washed and allowed to dry.

Surfaces shall be treated with neutralising liquid for walls, and if the surface is coarse or textured, either one full coat of pigmented wall sealer or one full filler coat shall be applied in addition to the neutralising liquid.

(b) Paint application

Prior to the emulsion paint being applied, the surface shall be sealed with an approved clear sealer and primed with an undercoat diluted to 50%. Emulsion paint (PVA or acrylic) shall then be applied in two finishing coats.

Egg-shell finish (alkyd oil based), oil gloss paint or enamel gloss paint shall be applied as follows: one coat of universal undercoat shall be applied and it shall be followed by one coat of a mixture comprising 50% of the undercoat and 50% of the paint to be used for the finishing coat. A finishing coat of semi-gloss egg-shell, or oil gloss paint or enamel gloss paint shall then be applied.

PD 09.6 PAINTING OF WOODWORK

(a) Surface preparation

The surfaces shall be cleaned, sandpapered, and rubbed down to a smooth, even face before painting. The moisture content of the timber shall not be more than 20% at the time when the first coat is applied. All cracks shakes or scars shall be filled flush with a filler approved by the PSP before painting. The surface shall then be washed with cleaner and allowed to dry.

(b) Primer application

One coat of an approved wood primer shall be applied.

After open-grained timber has been prepared and primed, the grain shall be stopped and filled with synthetic filler and rubbed down with water paper.

All new woodwork shall be properly primed on all surfaces and edges before being fixed in position. All woodwork not previously painted shall be given a prime coat, well brushed in.

(c) Paint application

One coat of universal undercoat shall be applied followed by one coat of mixture comprising 50% of the undercoat and 50% of the paint to be used for the finishing coat. A finishing coat of oil gloss paint or enamel gloss paint or semi-gloss egg-shell (alkyd oil based) paint shall then be applied.

(d) Varnish finish

Prepare, stop and apply two coats of gloss varnish or egg-shell varnish.

PD 09.7 PAINTING OF METAL SURFACES

(a) General

Wherever possible, all painting shall be done at the fabricator's works, but where this is not feasible, the PSP may permit the application of the undercoat and finishing coats to be carried out on the Site, in which case a prime coat shall be applied at the fabricator's works prior to the members being despatched to the Works.

(b) Surface preparation

The preparation of metal surfaces shall comply with SABS Code of Practice 064 and shall receive the greatest care to ensure rust-free conditions prior to the paint system being applied.

All surfaces shall be prepared by loose paint, rust, plaster, scale, dust, dirt, grease, etc, being removed and by the defective paint surfaces being repaired or patched before painting or repainting. Damaged shop-primed surfaces shall be thoroughly cleaned of rust and patched with a prime coat.

(c) Paint application

(i) Iron and steel work

All iron and steel work shall be properly primed with a red-lead-based primer where steel work is likely to be exposed to the elements for longer than 30 days. Zinc-chromate primer may be used where overpainting will be completed within 30 days of priming. Metal-etch wash primers may be used under dry conditions where overpainting will be completed within 24 hours of priming. The dry-film thickness of the prime coat shall not be less than 0,300 mm.

After priming, one coat of universal undercoat shall be applied. If necessary, the undercoat shall be tinted to a shade just lighter than the desired finish with approved liquid stainers. The dry-film thickness shall not be less than 0,250 mm.

The two finishing coats shall either be of alkyd resin-based synthetic enamel, gloss or matt oil paint, or as specified elsewhere. The dry-film thickness shall not be less than 0,250 mm per coat.

When mating surfaces are brought together, both surfaces shall have been given the full treatment specified, but where this cannot be done, each surface shall be given a copious coating of primer and the surfaces drawn together while the paint is still wet.

The portion of structural steel members to be buried in soil, and all bases to a height of 500 mm shall be given two coats of an epoxy-tar primer instead of the zinc-chromate primer specified for other surfaces.

The surfaces of steel and cast-iron articles, such as floor gratings, grids and manhole covers, shall, after a thorough brushing to remove loose rust, be painted with two coats of epoxy-tar paint, each at least 0,230 mm thick.

(ii) Galvanised iron and steel

All traces of protective coating shall be removed with galvanised iron cleaner, and two coats of calcium plumbate primer shall be applied. One coat of tinted universal undercoat and two finishing coats of alkyd resin-based synthetic enamel gloss paint shall be applied.

(iii) Non-ferrous metals

Surfaces of aluminium, copper, etc, shall be prepared and cleaned, and one coat of self-etch zinc-chromate wash primer shall be applied. One coat of universal tinted undercoat and two finishing coats of enamel gloss paint shall then be applied. Where non-ferrous metals are not to be painted, the surfaces shall be cleaned, polished and two coats of lacquer applied.

PD 09.8 PAINTING OF FLOOR SCREEDS

Where chemicals could cause damage to floors, such floors shall be painted with an approved epoxy paint. The type of paint to be used will be shown on the Drawings and will depend on the types of chemicals that are used.

The preparation of such floor screeds for painting and the subsequent application of paints shall be carried out strictly in accordance with the manufacturer's instructions.

PD 09.9 PAINT THICKNESS

Unless otherwise specified, all coats of paint, whether prime coat, undercoat or finishing coat, shall have a dry-film thickness of not less than 0,200 mm, irrespective of the method of application.

PD 09.10 INSPECTION

The contractor shall provide the necessary equipment to establish whether the primers, undercoats and finishing coats have been applied to the correct thickness and at the correct applications. The PSP may take samples of the paints during painting operations for testing and quality control.

PD 10 MEASUREMENT AND PAYMENT

PD.01 BRICKWORK:

(a) (Thickness, type and class indicated).....Unit : m²

(b) Etc for other thicknesses, types and classes

The unit of measurement shall be the square metre of each type of brickwork built, calculated from the leading dimensions of the brickwork. Areas of pipes, etc, built into brickwork shall not be included in the areas measured. At corners and intersections common to more than one brick wall, the areas shall be measured only once.

The tendered rates shall include full compensation for the construction of the brickwork complete as specified, including pointing, the building-in of conduits, beams, lintels, pipe sleeves, doors, windows, the raking-out of joints, damp-proof course, brickwork reinforced as specified, etc.

PD.02 PLASTER WORK:

(a) (Thickness of plaster and finish indicated)Unit : m²

(b) Etc for other thicknesses and finishes

The unit of measurement shall be the square metre of each type of coat completed as specified.

The tendered rates shall include full compensation for the construction of the plaster work, including the supply of all materials, mixing, applying, finishing, forming reveals, joints, narrow widths, rounded angles, v-joints, etc, complete as specified.

PD.03 FLOOR SCREEDS:

(a) (Thickness indicated)Unit : m²

(b) Etc for other thicknesses

The unit of measurement shall be the square metre of floor screed laid, as specified, on floors, steps or areas shown on the Drawings or as designated by the relevant professional.

The tendered rates shall include full compensation for the construction of the floor screeds, including the supply of all materials, mixing, laying, finishing, the forming of nosings, reedings, skirtings, etc.

PD.04 DOORS AND WINDOWS:

(a) (Type and size indicated)Unit : number

(b) Etc for other types and sizes

The unit of measurement shall be the number of doors and windows installed complete as specified.

The tendered rates shall include full compensation for the manufacturing and installation of the steel doors, windows, and frames complete with hinges, handles, locks, barrel bolts, retaining devices, door stops, stays and any other work necessary to complete the work as specified or as shown on the Drawings. The tendered rate for windows shall also include full compensation for glazing, window sills as specified, and damp-proof sheeting.

PD.05 STRUCTURAL TIMBER:

(a) Plates (sizes indicated)Unit : m

(b) Beams (sizes indicated)Unit : m

(c) Joists (sizes indicated)Unit : m

(d) Rafters (sizes indicated)Unit : m

(e) Purlins (sizes indicated)Unit : m

(f) Roof trusses complete (drawing No indicated)Unit : number

The unit of measurement shall be the metre of individual types of timber elements or number of complete trusses installed.

The tendered rates shall include full compensation for the supply of all materials, manufacture, cutting, waste, jointing and installation of the timber as shown on the Drawings.

PD.06

CEILINGS:

(a) Plaster-board ceiling (type and thickness indicated):

(i) Fixed ceilingUnit : m²

(ii) Suspended ceilingUnit : m²

(b) Fibre-cement ceiling (thickness indicated):

(i) Fixed ceilingUnit : m²

(ii) Suspended ceilingUnit : m²

The unit of measurement shall be the square metre of fixed or suspended ceiling installed complete as scheduled.

The tendered rates shall also include full compensation for the construction of the ceilings, including the exposed tees, insulation blanket and bandering as specified, as well as the suspension system where applicable.

PD.07

JOINERY:

(a) Items measured by number:

(i) Doors (type and size indicated).....Unit : number

(ii) Etc for other items measured by number

(b) Items measured by length:

(i) Skirtings (size indicated).....Unit : m

(ii) Etc for other items measured by length

The units of measurement shall be the metre of each type and/or size of joinery item specified.

The tendered rates shall include full compensation for the supply of all materials, manufacture, cutting, waste, fixing and installation of the joinery items.

PD.08

MISCELLANEOUS WORK:

(a) Paintwork Unit : sum

(b) Plumbing Unit : sum

(c) Electrical work Unit : sum

The tendered sums shall include full compensation for supply all materials, for transport, for storage, for all equipment and labour, for all temporary work and safety precautions, for replacing defective work, for protecting completed work and for cleaning up after completion.

PE. MINIMUM SPECIFICATION FOR THE HOUSES:

PE. 01 INTRODUCTION

Tenderers must determine their independent tendered fixed rate per house but the pricing Structure of the houses must be in line with the National human Settlements guidelines.

House type and/or sizes as listed below per area:

Letlhakajaneng Village standard 40m² houses type B = 93 units

PE. 02 DESIGN

Foundation, superstructure and roof structures design and certified by a professional Engineer, accredited at the NHBRC, is the responsibility of the Tendered. The design must be submitted to the Engineer (Employer's Agent) for approval before **any** construction commences.

PE. 03 MINIMUM SPECIFICATIONS

PE. 03.1 Listed below are some abstracts from the SANS 10400 and also the specification from National Housing Code, the specifications and code will be judged as the minimum requirements of these houses.

PE. 03.1.1 The minimum standard is 40m²house, consisting of a lounge/kitchen, 2 bedrooms and a bathroom.

PE. 03.1.2 The installation of a ceiling with the prescribed air gap for the entire dwelling.

PE. 03.1.3 The installation of above ceiling insulation comprising a 130mm mineral fibreglass blanket for the entire house.

PE. 03.1.4 Internal walls to be plastered and painted.

PE. 03.1.5 A standard basic electric installation comprising a pre-paid meter-ready board with a recessed distribution board with lid and lights and double plugs to all living areas in the house, water-tight outside lights above the front and back doors, and point in the kitchen area.

The electrical installation must be done by a person registered as an electrical contractor in terms of the occupational health and safety act of 1993 – "Electrical installation regulations", as well as be registered with the local council/authorities.

PE. 03.1.6 Must comply with the latest NHBRC specifications, SANS 10400 and SANS 1200.

PE. 03.1.7 Special low E clear and opaque safety glass of all windows.

PE. 03.2 Construction Specifications

PE.03.2.1 Foundations:

- (i) Foundations to be built as per Engineer's design
- (ii) **Raft foundations on Tender drawings for illustration purpose only.**

PE.03.2.2 Walls:

- (iii) "Brickforce" of internal walls to fully overlap that of the external walls. Masonry walls to have suitable "Brickforce" every third course and in every course above window height and in foundation walls.
- (iv) Internal walls: plastered and painted.
- (v) External walls: semi-face bricks. (NHBR approved) To be sealed with approved face brick sealant.

PE.03.2.3 Doors:

- (i) 2.0mm Steel cottage section windows and 1.2 mm thick steel doorframes with fixed lugs neatly built into brickwork. Windows to have standard fittings.
- (ii) Install precast lintels over all windows and door openings.
- (iii) Exterior 2032 x 813 x 44 mm FL&B door completed with 70 mm weather board and 3-lever lock set. Internal 2032x813x44 mm hollow core doors (commercial vaneer) to be fitted with 2-lever lock set. Doors to have standard fittings.

PE.03.2.4 Windows

- (i) Kitchen Windows: C2 with 4 mm glass(no.=1)
- (ii) Bedroom Windows: D2 with 4 mm glass (no.=2)
- (iii) Lounge Window: D4 with 4 mm glass (no.1)
- (iv) Bathroom Window: E1 with 4mm obscure glass (no.1)
- (v) All glazing to comply with SABS 0137

PE.03.2.5 Plumbing

- (i) All plumbing to be carried out by a plumber registered with the local council/authorities.
- (ii) Build-in 1700mm bath (with handles), side wall and sand bed complete with 15 mm chromium plated hot and cold taps, 40 mm bath outlet and removable fibre cement inspection panel. Neatly silicone along wall surfaces.
- (iii) Fit one basin complete with 2 x chromium plated taps, plug with chain chromed outlet and PVC trap. Neatly silicone along wall surfaces.
- (iv) Provide and fit a 1200 x 535 mm single bowl sink unit with one chromium plated bib tap, 38 mm waste outlet and 40 mm PVC trap, on one pair of brackets. Neatly silicone along wall surfaces.
- (v) Hot and cold water polycop line to be neatly chased into walls to all sanitary fittings. Hot water to be blanked off in roof for future geyser.
- (vi) Cold water to be connected to 16 mm HDPE water connection, blanked off with end cap 1m from apron edge, for future municipal connection.
- (vii) Install angle valves and a stop cocks where applicable.

PE.03.2.6 Drainage

- (i) Waste water pipe system to have 50 mm vent at highest point.
- (ii) All pipe connections on soil drain to have inspection eyes.

PE.03.2.7 Finishes

- (i) Floors to be power-floated to a smooth and level finish and kept damp for a period, as per Engineer's requirements, before any brickwork commences.
- (ii) Steel window- and door frames to have a 1 x coat red oxide factory coated primer, 1 x universal undercoat and 2 x finishing coats.
- (iii) External timber doors: well sanded and cleaned, apply 1 coat wood stain and 2 coats external polyurethane varnish.
- (iv) Internal doors: well sanded and cleaned, apply 1 x coat timber primer and 1 x universal undercoat and 2 coats finishing coats.

- (v) Window panes to be fitted with correctly prepared putty and only painted when surface is firm and dry - not to be left unpainted for too long, paint as per window frames.

PE.03.2.8 Roof

- (i) Lightweight steel roof trusses according to Trumod Roof Truss Design;
- (ii) Minimum roof slope of 15 degrees
- (iii) Roof covering to be 0.5mm IBR roof sheeting
- (iv) 30x1.2mm Galvanised hoop iron roof anchors at 1500mm centres on the eaves and on the centre wall including on each rafter to the gable walls. (or 4mm wire built into brickwork for a minimum of 600mm)
- (v) 220x12mm fibre cement tiles to truss end with 50x5mm counter sunk steel screw heads and apply paint as for exterior walls.
- (vi) All sprockets to be treated with carbolineum or similar approved product.
- (vii) UPVC gutter to be installed on both sides of roof as per manufacturer's specifications, inclusive of gutter outlets and end caps.
- (viii) 2 UPVC downpipes, inclusive of all pvc fittings connected to ends of each gutter as per manufacturer's specifications.

PE.03.2.9 Ceiling

- (i) Ceiling to be installed in accordance to SANS 10400 and include the regional approved isolation.

PE.03.2.10 Aprons (To be constructed as specified below and not as indicated on drawings)

- (i) Concrete strength of 20MPa
- (ii) Maximum slump of 75mm
- (iii) 85mm thick, 1000mm wide
- (iv) Maximum length of panels: 2500mm

PE.03.2.11 VIP toilet structures:

- (i) Supply, deliver and install 93 complete double pit VIP toilet structures, (To be constructed as indicated on drawings)

PE.03.3 CONSTRUCTION TIME:

- (i) A maximum of 8 weeks' construction period allowed per house
- (ii) Brickwork to commence within 2 weeks after casting of foundation.

PE.03.4 COMPLETION QUALITY PACK :

The contractor will be required to submit a completion Quality Pack for each stand number in the scope of works as part of completion of the project.

Each pack will consist of the following documentation:

- (i) Signed Happy Letter
- (ii) As-built drawings of house indicating orientation on stand and services connections.
- (iii) SANS 10400 – A: Form 4 (Structure) – Signed by the NHBC Registered Engineer.
- (iv) Test cube results
- (v) Roof Certificate
- (vi) COC- Electrical installation

Retention payments will be retained should the above documents not be submitted per stand.

PART C4 SITE INFORMATION

***DEPARTMENT OF COOPERATIVE GOVERNANCE, HUMAN
SETTLEMENTS AND TRADITIONAL AFFAIRS***

TENDER No.: NC/21/2020

**THE CONSTRUCTION OF 93 BNG HOUSES IN LOTLHAKAJANENG VILLAGE IN THE
JOE MOROLONG LOCAL MUNICIPALITY**

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C4 SITE INFORMATION

C4.1 NATURE OF SUBSOIL CONDITIONS ON SITE

Lethakajaneng Village is characterised by the uppermost lithological units of the Kalaharin Group comprising mainly of unconsolidated sand of the Gordonina Formation (Qg). The Gordonina Formation (informally known as the Kalahari Sand), consist of red aeolian sands covering most of the underlying Kalahari Group sediments and usually rests on the surface of Tertiary Calcrete Deposits (T-Qc).

C4.2 SITE FACILITIES AVAILABLE

C4.2.1 Power supply and other services

The Contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment will be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

C4.2.2 Contractor's camp site

The Contractor shall make his own arrangements for a suitable site for his camp and provide suitable facilities in his own offices for site meetings.

C4.2.3 Housing for Contractor's employees

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements for housing for his employees or transporting them to and from the site. The Contractor shall in all respects be responsible for the housing and transporting of his employees and for the arrangement thereof, and no extension of time due to any delays resulting from this will be granted, nor will any separate payment be made in this regard.

C4.3. COMMUNITY LIAISON AND COMMUNITY RELATIONS

The construction site is situated just outside of a residential area and the Contractor shall ensure the least possible disruption of the public and no damage to existing infrastructure during construction. The contractor shall ensure that traffic is accommodated and that the least amount of disruption is caused by this project and no more payment other than that which is provided in the bill shall be made by the municipality or its representative.

C4.4 **ABNORMAL RAINFALL**

The source for rainfall statistics shall be taken as shown in Table 2 of WB 42 of the Weather Bureau, Department of Environment Affairs, for the determination of Rn and Nn as specified in SCC 45(3).

The Contractor shall keep daily rainfall records and submit them to the Engineer at every site meeting. No additional payment shall be made for the supply and installation of the rain gauge or for the keeping of the rainfall records and all costs must be included in the appropriate items.

Average annual rainfall : 200 - 500mm during July to January

END OF SECTION

C5 CHECKLISTS

CHECKLIST

The following information **MUST** be completed in full and/or attached to the tender document:

DESCRIPTION	SECTION	PLEASE TICK :		OUTCOME IF NOT COMPLIED WITH
		COMPLETED/ ATTACHED	NOT COMPLETED/ ATTACHED	
Original Valid Tax Clearance Documentation	T2.1	<input type="checkbox"/>	<input type="checkbox"/>	No contract shall be awarded upon failure to submit an original Tax Clearance Certificate certifying that the taxes of that person to be in order or that suitable arrangements have been made with SARS
Please note that in the case of a JV, the tax clearance certificate must be in the name of the JV and not the individual entities.				
Certified copy of VAT registration Certificate (if VAT Registration number is not indicated on Tax Clearance Certificate)	T2.1	<input type="checkbox"/>	<input type="checkbox"/>	No contract shall be awarded upon failure to submit a VAT registration Number
Certified copy of Certificate of Incorporation (if tenderer is a Company)	T2.1	<input type="checkbox"/>	<input type="checkbox"/>	No contract shall be awarded upon failure to submit a copy of the Certificate of Incorporation
Certified copy of Founding Statement (if tenderer is a Closed Corporation)	T2.1	<input type="checkbox"/>	<input type="checkbox"/>	No contract shall be awarded upon failure to submit a copy of the Founding Statement
Certified copy of Partnership Agreement (if tenderer is a Partnership)	T2.1	<input type="checkbox"/>	<input type="checkbox"/>	No contract shall be awarded upon failure to submit a copy of the Partnership Agreement
Certified copy of Identity Document (if tenderer is a One-man concern)	T2.1	<input type="checkbox"/>	<input type="checkbox"/>	No contract shall be awarded upon failure to submit a copy of the Identity Document
Certified copy of Deed of Trust (if a Trust is involved)	T2.1	<input type="checkbox"/>	<input type="checkbox"/>	No contract shall be awarded upon failure to submit a copy of the Deed of Trust

Joint Venture Agreement (if the tenderer is a joint venture)	T2.1	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated
Proof of training on the EPWP programme	T2.1	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated
Proof of CIDB registration	T1.2	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated
Property Rates Clearance: Copy of latest Municipal account / lease agreement	T2.1	<input type="checkbox"/>	<input type="checkbox"/>	No contract shall be awarded upon failure to provide the required information.
Certified copy of latest audited financial statements	T1.2	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated
Sub-contractors & Emerging Sub-contractors	T2.2.1	<input type="checkbox"/>	<input type="checkbox"/>	All work to be carried out by main Contractor or joint entity
Plant and Equipment	T2.2.2	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as tenderer with limited experience and understanding of contract scope
Certificate of Tenderer's Site Visit	T2.2.4	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated
Works Previously Executed	T2.2.5	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated
Preferential Procurement (To be completed in full with points allocated where applicable)	T2.2.7	<input type="checkbox"/>	<input type="checkbox"/>	Tenderer not tendering for equity ownership points
Authority of Signatory & Certified Resolution	T2.2.8	<input type="checkbox"/>	<input type="checkbox"/>	Non responsive, tender eliminated
Labour Utilisation	T2.2.5	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as tenderer with limited experience and understanding of contract scope
Compliance with OHSA (Act 85 of 1993)	T2.2.14	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as a tenderer with limited ability and available resources to comply with the OHSA act

Affidavit	T2.2.14	<input type="checkbox"/>	<input type="checkbox"/>	Tenderer not tendering for equity ownership points
Supervisory Personnel	T2.2.12/ T2.1.1	<input type="checkbox"/>	<input type="checkbox"/>	No designated personnel, possible experience risk
Declaration of Interest	T2.2.13	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated
Present Commitments	T2.2.3	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as tender with no experience
Form of Offer	C1.1	<input type="checkbox"/>	<input type="checkbox"/>	Non responsive, tender eliminated
Schedule of Quantities (ALL items in black ink)	C2.2	<input type="checkbox"/>	<input type="checkbox"/>	Refer to pricing Instructions
Summary of Schedules	C2.3	<input type="checkbox"/>	<input type="checkbox"/>	Refer to pricing Instructions
Bank Details (completed in full)	C2.3	<input type="checkbox"/>	<input type="checkbox"/>	Information or bank history not available. (Evaluated as possible risk)

TENDER NO.: NC/21/2020
THE CONSTRUCTION OF 93 BNG HOUSES AND VIPS IN LETLHAKAJANENG VILLAGE, JOE
MOROLONG LOCAL MUNICIPALITY

Reasons for non compliance :

Contact Details

Office Phone No: _____
Office Fax No: _____
Cell phone: _____

Name in CAPITAL (BLOCK) LETTERS

Signature