



REQUEST FOR BID

**UKZN: RFB UKZN 02/18: GREYS HOSPITAL
REFURBISHMENT OF GREYS HOSPITAL STUDENT DOCTORS
AND NURSES ACCOMODATION
LOCATED AT THE GREYS HOSPITAL (PIETERMARITZBURG),
OFF CAMPUS**

INVITATION DATE : 02nd FEBRUARY 2018
BRIEFING SESSION DATE : 05TH FEBRUARY 2018
BRIEFING SESSION VENUE : On Site, Greys Hospital Doctors Quarters
TENDER CLOSING DATE & TIME : 09th FEBRUARY 2018 @ 12h00
TENDER OPENING DATE & TIME : 09th FEBRUARY 2018 @ 12h15
TENDER VALIDITY : 120 Working days

TENDERER'S NAME : _____

MAILING ADDRESS : _____

TELEPHONE NUMBER : _____

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid.

AUTHORISED SIGNATURE

PRINT NAME

Sealed documents marked "REQUEST FOR BID RFB UKZN 02/18 FOR THE "REFURBISHMENT OF GREYS HOSPITAL STUDENT DOCTORS AND NURSES ACCOMODATION LOCATED AT THE GREYS HOSPITAL, PIETERMARITZBURG OFF CAMPUS" must be dropped off in the tender box situated in UKZN Westville Campus: Procurement Office, L block building, Level 08, before stipulated time.

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1 SUMMARY FOR TENDER OPENING PURPOSES

[To facilitate the reading out of tender parameters at the opening of tenders, the Tenderer shall complete this form and submit it with his/her tender. This form does not replace the Form of Offer, C1.1, which must be completed]

Name of tenderer submitting the tender: _____

Tender amount (as stated in the Form of Offer, including VAT):

R_____

Time for Completion offered, (Contract Period in months):

_____ Months

(Tendered alternative contract period to that stated in the Contract Data Section inclusive of public holidays, builders breaks, etc.)

Details of contact person:

Name (Print): _____

Telephone No: _____

CIDB CRS No: _____

Cell Phone: _____

E-mail Address: _____

Is Form of Offer signed by Tenderer and Witnesses? _____ (Yes/No)

SIGNATURE: _____

(Person authorised to sign the tender)

Note: In the event of conflict between the data provided in this summary and that given in the Form of Offer, C1.1, the latter shall prevail

PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

RFQ TITLE: REFURBISHMENT OF GREYS HOSPITAL STUDENTS DOCTORS AND NURSES ACCOMODATION, LOCATED AT THE GREYS HOSPITAL, PIETERMARITZBURG

The University of KwaZulu-Natal (the Employer) invites Tenderers to tender for:

REFURBISHMENT OF GREYS HOSPITAL STUDENTS DOCTORS AND NURSES ACCOMODATION, LOCATED AT THE GREYS HOSPITAL, PIETERMARITZBURG

Queries relating to the issue of these documents shall be addressed to the Employer's Agent(s):

UKZN Representative/s to whom Procurement Enquiries must be addressed	Name: Noxolo Mbhele Address: University of KwaZulu-Natal , Corporate Financial Services, Westville Campus, University Road, Chiltern Hills, Westville, 3629 Email address: mbhelen3@ukzn.ac.za (All enquires must be in writing.)
UKZN Representative to whom Technical Enquires must be addressed to	Name: Ms. Lindokuhle Mzolo Address: University of KwaZulu-Natal, M.W Makgoba Admin Building, 1st Floor Telephone Number 031 260 7212 Email address: mzolol@ukzn.ac.za (All enquires must be in writing.)

There will be a **compulsory clarification meeting** with representative(s) of the Employer:

Place: Greys Hospital Doctors Quarters, @Pietermaritzburg (On site)
Date: 05th February 2018
Time: 10h00 am

Only companies in possession of the bid document will be entitled to attend the briefing session.

Tender Offers shall be delivered to:

Place: 08th Floor, L-Block, UKZN Westville Campus, University Road
Date: 09th February 2018
Time: 12h00

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

F.2.1	<p>The Employer will only contract with those Tenderers who satisfy the following criteria:</p> <ol style="list-style-type: none"> 1. Tax Clearance Certificate Requirements <p>It is a condition of the bid that the taxes of the successful Tenderer must be in order.</p> <ol style="list-style-type: none"> a. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid.
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T1.2 TENDER DATA & EVALUATION CRITERIA (CONTINUED)

CLAUSE NUMBER	TENDER DATA & EVALUATION CRITERIA (CONTINUED)
	F.2.1 Eligibility (Continued)
F.2.1	<ol style="list-style-type: none"> b. Bidders who are not in possession of an Original Valid Tax Clearance Certificate are required to complete the Letter of Authorisation Form on T2.4, Page 22 of the bid document, granting UKZN authority to verify/validate the Tenderers Tax Compliance Status from SARS. The Tenderer is also required to attach a copy of the Tenderers Tax Clearance Status printed from the online portal. Upon evaluation of the bid, should the Tenderers Tax Clearance Status printed from the online portal, not be in order, this will lead to the invalidation of the bid. 2. The Tenderer or any of its directors/shareholders should not be listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; 3. The Tenderer has not: <ol style="list-style-type: none"> i) abused the Employer’s Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; 4. The Tenderer has completed and signed the Declaration of Interest and there are no conflicts of interest which may impact on the Tenderer’s ability to perform the contract in the best interests of the Employer or potentially compromise the tender process. 5. The Tenderer has completed and signed the Declaration of Independent Tender Determination and has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. 6. Submission of the Certificate of Attendance at the Compulsory Briefing Session. 7. CIDB Certificate confirming Grading of 5GB and above 8. The Tenderer has fully complied with this request for BID and furnished all of the information and documents required listed in the tender returnable schedule.

	F.2.6 Acknowledge Addenda
F.2.6	Tenderers are to acknowledge receipt of any addenda in the method stated on the addenda.

T1.2 TENDER DATA & EVALUATION CRITERIA (CONTINUED)

CLAUSE NUMBER	TENDER DATA & EVALUATION CRITERIA (CONTINUED)						
	F.2.7 Clarification Meeting						
F.2.7	There shall be a compulsory clarification meeting. The details for which are stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity and ensure that the form T2.6 is signed at the clarification meeting. No certificates of attendance will be signed after the tender briefing meeting.						
	F.2.11 Alterations to Documents						
F.2.11	Tenderers shall not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer.						
	F.2.12 Alternative Tender Offers						
F.2.12	No alternative tender offers shall be considered.						
	F.2.13 Submitting a Tender Offer						
	COMMON LAW OR BY-LAW REQUIREMENTS No liability for not specifically mentioning any normal contractual, Common Law or by-law requirements will be accepted by the Employer. The Tenderer warrants that it has familiarised itself with all the applicable law and will comply therewith for the purposes of the tender and any agreement which may result therefrom.						
F.2.13.5	The Employer's details and address for delivery of tender offers are stated in T1.1 Tender Notice and Invitation to Tender .						
F.2.13.6	A two-envelope system is not applicable						
F.2.13.7	<p>Identification details The identification details which must be stated in the tender offer outer package are:</p> <table border="1" style="width: 100%;"> <tr> <td>TENDER NUMBER: UKZN RFB 02/18</td> </tr> <tr> <td>RFB UKZN 02/18 : REFURBISHMENT OF GREYS HOSPITAL STUDENT DOCTORS AND NURSES LOCATED AT THE GREYS HOSPITAL, PIETERMARITZBURG</td> </tr> <tr> <td>CLOSING DATE: 09th February 2018</td> </tr> <tr> <td>CLOSING TIME: 12H00 Noon</td> </tr> <tr> <td>TENDERER'S NAME:</td> </tr> <tr> <td>TENDERER'S ADDRESS:</td> </tr> </table>	TENDER NUMBER: UKZN RFB 02/18	RFB UKZN 02/18 : REFURBISHMENT OF GREYS HOSPITAL STUDENT DOCTORS AND NURSES LOCATED AT THE GREYS HOSPITAL, PIETERMARITZBURG	CLOSING DATE: 09 th February 2018	CLOSING TIME: 12H00 Noon	TENDERER'S NAME:	TENDERER'S ADDRESS:
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TENDERER'S ADDRESS:							

T1.2 TENDER DATA & EVALUATION CRITERIA (CONTINUED)

CLAUSE NUMBER	TENDER DATA & EVALUATION CRITERIA (CONTINUED)
	F.2.13 Submitting a Tender Offer (Continued)
F2.13.9	<p>Facsimile, Emailed or Postal Tenders will not be considered. The Employer will not be liable for any costs incurred in the preparation of the tender.</p> <p>When a Tenderer has been advised by telegram or letter of acceptance of his tender, the office of the SA Post Office Limited shall be regarded as the agent of the Tenderer and delivery of such notice of acceptance to the office of the SA Post Office Limited, shall be considered as delivery to the Tenderer.</p> <p>Where a tender has been informed per facsimile message of the acceptance of his tender, the acknowledgment of receipt transmitted by his facsimile machine shall be regarded as proof of delivery to the Tenderer.</p>
	F.2.15 Closing Time
F.2.15	The closing time for submission of tender offers is as stated in T1.1 Tender Notice and Invitation to Tender .
	F.2.16 Tender Offer Validity
F.2.16.1	The tender offer validity period is 120 working days from the closing date.
	F.2.23 Certificates
F.2.23	<p>The Tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> 1) An original of a valid Tax Clearance Certificate issued by the South African Revenue Services. <p>Bidders who are not in possession of an Original Valid Tax Clearance Certificate are required to complete the Letter of Authorisation Form on T2.4, Page 22 of the bid document, granting UKZN authority to verify/validate the Tenderers Tax Compliance Status from SARS. The Tenderer is also required to attach a copy of the Tenderers Tax Clearance Status printed from the online portal.</p> <p>Upon evaluation of the bid, should the Tenderers Tax Clearance Status printed from the online portal, not be in order, this will lead to the invalidation of the bid.</p> <ol style="list-style-type: none"> 2) CIDB Grading Certificate 3) VAT Registration Certificate 4) Company Registration Certificate 5) B-BBEE Status Level Certificate or sufficient evidence to confirm status as a qualifying EME 6) Proof of good standing in terms of the COID Act – T2.11 7) Registration Certificate for Unemployment Insurance Fund and current proof of compliance
	F.3.4 Opening of Tender Submissions
F.3.4	Tenders shall be opened immediately after the closing time for tenders as stipulated in T1.1 Tender Notice and Invitation to Tender. The venue of the Tender opening shall be at the 08 th Floor, L-Block Westville Campus, University Road, Durban.

T1.2 TENDER DATA & EVALUATION CRITERIA (CONTINUED)

CLAUSE NUMBER	TENDER DATA & EVALUATION CRITERIA (CONTINUED)
	F3.8 Test for Responsiveness
F.3.8	Submission all documents listed as compulsory in the Returnable Schedule, item T2.1
	F.3.11 Evaluation of Tender Offers
F.3.11.3 F.3.11.7	<p>UKZN applies the two stage process of evaluating tenders, namely functionality then Price/BBBEE component, using the preferential procurement mechanism of the 80/20 rule.</p> <p>FUNCTIONALITY</p> <ul style="list-style-type: none"> All tenders duly lodged as specified in this document will be examined to determine compliance with tender requirements and conditions. Bids with deviations from the requirements/conditions, will be eliminated from further consideration Firstly, the assessment of functionality will be done in terms of the evaluation criteria and minimum threshold. A tender will be disqualified if it fails to meet the minimum threshold for functionality. Thereafter, only the qualifying bids will be evaluated in terms of the 80/10 preference mechanism, where 80 points will be used for price and 10 points are allocable to Broad-Based Black Economic Empowerment, in line with the grading per the BBBEE Act in place at the time of the advertisement. <p>Elimination of Proposals on Grounds of Functionality</p> <p>Scoring Functionality threshold for this contract is 70%. Failure to meet this threshold will lead to disqualification of the Tenderer irrespective of the competitiveness of the fee proposal submitted for this bid.</p> <p>The following preference point system is applicable to this tender: The 80/20 system for requirements with a Rand value between R 30 000.00 and R 50 000 000.00 (all applicable taxes included);</p> <p>ADJUDICATION USING POINT SYSTEM</p> <p>The Tenderer obtaining the higher number of total points will be awarded the contract.</p> <ul style="list-style-type: none"> 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. Points scored must be rounded off to the nearest 2 decimals places. 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 BBBEE. However, the functionality is part of the evaluation process and in the event that two or more bids have scored equal points including preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

T1.2 TENDER DATA & EVALUATION CRITERIA (CONTINUED)

CLAUSE NUMBER	TENDER DATA & EVALUATION CRITERIA (CONTINUED)																				
	F.3.11 Evaluation of Tender Offers (Continued)																				
	<p>POINTS AWARDED FOR PRICE</p> <p>THE PREFERENCE POINT 80/20 SYSTEM FORMULA</p> <p>A maximum of 80 points is allocated for price on the following basis:</p> <p style="text-align: center;">80/20</p> $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where</p> <p>Ps = Points scored for comparative price of bid under consideration Pt = Comparative price of bid under consideration Pmin = Comparative price of lowest acceptable bid</p> <p>POINTS AWARDED FOR BBBEE STATUS LEVEL OF CONTRIBUTION</p> <ul style="list-style-type: none"> In terms with the Preferential Procurement Mechanism, preference points will be awarded to a Tenderer for attaining the B-BBEE status level of contribution in accordance with the table below: <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th> <th>Number of points (80/20 system)</th> </tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-compliant contributor</td><td>0</td></tr> </tbody> </table> <ul style="list-style-type: none"> Tenderers 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 the South African National Accreditation System (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. Tenderers 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. 	B-BBEE Status Level of Contributor	Number of points (80/20 system)	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant contributor	0
B-BBEE Status Level of Contributor	Number of points (80/20 system)																				
1	20																				
2	18																				
3	14																				
4	12																				
5	8																				
6	6																				
7	4																				
8	2																				
Non-compliant contributor	0																				
F.3.11.3 F.3.11.7																					

T1.2 TENDER DATA & EVALUATION CRITERIA (CONTINUED)

CLAUSE NUMBER	TENDER DATA & EVALUATION CRITERIA (CONTINUED)																
	F.3.11 Evaluation of Tender Offers (Continued)																
	<p>POINTS AWARDED FOR BBEE STATUS LEVEL OF CONTRIBUTION (CONTINUED)</p> <ul style="list-style-type: none"> 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. 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. A Tenderer will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a Tenderer 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 Tenderer qualifies for, unless the intended sub- contractor is an EME that has the capability and ability to execute the sub-contract. 																
F.3.11.9	<p>The minimum number of evaluation points for quality is 70. Tender offers that fail to score the minimum number of points for quality will be rejected as non-responsive.</p> <p>The evaluation criteria and maximum score in respect of each of the criteria are as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #00b050; color: white;">REFERENCE</th> <th style="background-color: #00b050; color: white;">PAGE</th> <th style="background-color: #00b050; color: white;">QUALITY CRITERIA</th> <th style="background-color: #00b050; color: white;">MAX. NUMBER OF POINTS</th> </tr> </thead> <tbody> <tr> <td>T2.16</td> <td>50 - 53</td> <td>Organogram and Experience of Key Staff</td> <td>50</td> </tr> <tr> <td>T2.17</td> <td>54</td> <td>Method Statement /Approach / Methodology</td> <td>50</td> </tr> <tr> <td colspan="3">TOTAL</td> <td>100</td> </tr> </tbody> </table> <p>Tenderers who do not submit the above schedules and the associated documents will be scored as 'no response'.</p>	REFERENCE	PAGE	QUALITY CRITERIA	MAX. NUMBER OF POINTS	T2.16	50 - 53	Organogram and Experience of Key Staff	50	T2.17	54	Method Statement /Approach / Methodology	50	TOTAL			100
REFERENCE	PAGE	QUALITY CRITERIA	MAX. NUMBER OF POINTS														
T2.16	50 - 53	Organogram and Experience of Key Staff	50														
T2.17	54	Method Statement /Approach / Methodology	50														
TOTAL			100														

T1.2 TENDER DATA & EVALUATION CRITERIA (CONTINUED)

CLAUSE NUMBER	TENDER DATA & EVALUATION CRITERIA (CONTINUED)
	F.3.13 Acceptance of Tender Offer
F.3.13	<p>Tenders will only be accepted if:</p> <p>a) The Tenderer submits an original Tax Clearance Certificate issued by SARS, valid at time of closing.</p> <p>Bidders who are not in possession of an Original Valid Tax Clearance Certificate are required to complete the Letter of Authorisation Form on T2.4, Page 22 of the bid document, granting UKZN authority to verify/validate the Tenderers Tax Compliance Status from SARS. The Tenderer is also required to attach a copy of the Tenderers Tax Clearance Status printed from the online portal.</p> <p>Upon evaluation of the bid, should the Tenderers Tax Clearance Status printed from the online portal, not be in order, this will lead to the invalidation of the bid.</p> <p>b) The Tenderer submits original or certified B-BBEE Certificate, valid at time of closing.</p> <p>c) The Tenderer complies with eligibility criteria as stated in F.2.1.</p> <p>d) The Tenderer has completed all sections of tender document.</p> <p>e) The tenderer submits a bank report with a minimum rating of "C" (Good for all normal business engagements).</p> <p>f) In instances where any mandatory submission, in a form of Status or Certificates, expires after tender closing or during the evaluation process such tenderer may be requested to submit valid documentation within twenty one (21) days from the date of request, failing which, the tenderer will be deemed to be non-responsive.</p> <p>Only Tenderers who submit the information contained in items [A – E] above, in the prescribed format will proceed to the next phase of evaluation.</p> <p>In addition to the items listed in F3.13, the Tenderer shall also, as per the tender conditions submit the following:</p> <ul style="list-style-type: none"> • Completion of the Declaration of Interest returnable (T2.2). • Confirmation that the Tenderer is not a defaulter or has abused any Supply Chain Management system (T2.3). • The completion of the Certificate of Independent Bid Determination (T2.5). • Submission of the Certificate of Attendance at the Compulsory Briefing Session (T2.6). • Proof of valid CIDB registration (T2.7)
	F.3.17 Provide Copies of the Contracts
F.3.17	The number of paper copies of the signed contract to be provided by the Employer is one .

T2.1 LIST OF ALL RETURNABLE & COMPULSORY DOCUMENTS

The Tenderer shall complete and submit the following returnable schedules and documents:

Returnable Schedules

Item	Description	Details	Compulsory (Yes / No) Non-Submission will render to Tenderer non-responsive	Compulsory (Yes / No) For Tender Evaluation Purposes	Tenderers Check	UKZN Check
Documents Required for Eligibility to proceed to next Phase of Evaluation						
T2.2	Declaration of Interest	Completion of attached forms	Yes			
T2.3	Declaration of Tenderer's Past Supply Chain Management Practices	Completion of attached forms	Yes			
T2.4	Tax Clearance Certificate Requirements	<p>Original current tax clearance certificate issued by the South Africa Revenue Service in respect of: Income Tax Skills Development Levy; Unemployment Insurance Fund; Value Added Tax and Pay as you earn</p> <p>Bidders who are not in possession of an Original Valid Tax Clearance Certificate are required to complete the Letter of Authorisation Form on T2.4, Page 22 of the bid document, granting UKZN authority to verify/validate the Tenderers Tax Compliance Status from SARS. The Tenderer is also required to attach a copy of the Tenderers Tax Clearance Status printed from the online portal.</p> <p>Upon evaluation of the bid, should the Tenderers Tax Clearance Status printed from the online portal, not be in order, this will lead to the invalidation of the bid.</p>	Yes			
T2.5	Certificate of Independent Bid Determination	Form duly completed and signed	Yes			
T2.6	Certificate of Attendance at Compulsory Clarification Meeting	Relevant annexure duly signed and dated by an authorised signatory	Yes			
T2.7	CIDB Grading	<p>The Tenderer shall have a CIDB Grading of 5GB or above The Tenderer shall provide a certificate valid at the time of closing and at the time of award.</p> <p>Upon evaluation of the bid, should the Tenderers CIDB Status printed from the online portal, not be in order, this will lead to the invalidation of the bid.</p>	Yes			
Documents Relating to the Tendering Entity						
T2.8	Authority for Signatory	Form duly completed and signed	Yes			

T2.1 LIST OF ALL RETURNABLE & COMPULSORY DOCUMENTS (CONTINUED)

Item	Description	Details	Compulsory (Yes / No) Non-Submission will render to Tenderer non-responsive	Compulsory (Yes / No) For Tender Evaluation Purposes	Tenderers Check	UKZN Check
Documents Relating to the Tendering Entity (Continued)						
T2.9	Mandatory Company Registration Certificates	Copies of CIPC Registration documents.	Yes			
T2.10	Vat Registration Certificate	Proof of registration for VAT with SARS	Yes			
T2.11	Letter of Good Standing in terms of COIDA Act*	Copy of a letter of Good Standing issued by the Department of Labour, in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA). -must be valid at the time of close of tender and a valid certificate must be produced at the time of award if the certificate expires between close of tender and award. Upon evaluation of the bid, should the Tenderers Letter of Good Standing Status printed from the online portal, not be in order, this will lead to the invalidation of the bid.	Yes			
T2.12	Company profile and capability statement	Company Profile indicating the companies' capabilities and management structure		No, for information purposes only		
T2.13	Shareholders / Member / Partner information	Agreement and ID Document of all Member / Shareholder / other as applicable*Sole proprietor to submit a license to trade from respective authorities.	Yes			
T2.14	Bank Report	Form duly completed and signed, Minimum code: C. Bidders are to submit full general bank report.	Yes			
Documents Required for Evaluation of Functionality (Threshold 70 Points)						
T2.15	Tenderer's Financial Standing	- Letters of Credit from Suppliers - Confirmation of Bridging Finance		No		
T2.16	Tenderer's Experience Schedule	-General Experience in Construction Projects scheduled in the format provided.		No		
T2.17	Organogram and Experience of Key Personnel (50 Points)	- Organogram Specific for this Tender - Schedule of Key Personnel and years' experience - Skills and Resources		Yes		
T2.18	Method Statement / Approach / Methodology (50 Points)	- Technical Methodology in terms of Sequencing - Key Components Relating to Time, Risk and Cost - Supervision and Quality Control Processes - Responsibility of Key Personnel - Site Documentation, Filing, Archiving and Communication Systems		Yes		

T2.19	Preliminary Programme (10 Points)	- Detailed Activities and Dependencies - Activity Durations Clearly indicated - Project Duration within the Stated Contract		Yes		
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T2.1 LIST OF ALL RETURNABLE & COMPULSORY DOCUMENTS (CONTINUED)

Item	Description	Details	Compulsory (Yes / No) Non-Submission will render to Tenderer non-responsive	Compulsory (Yes / No) For Tender Evaluation Purposes	Tenderers Check	UKZN Check
Documents Required for Evaluation of BBBEE						
T2.20	Preference Points claim form in terms of the UKZN Procurement Policy	Tenderers 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		Yes		
Documents Relating to the Tender Submission						
T2.21	Form of Offer and Acceptance	Completion and Signing of the Form of Offer and Acceptance.	Yes			
T2.22	Pricing Schedule	Completion of the Pricing Schedule and Summary Page.		Yes		
T2.23	Schedule of Proposed Sub-Contractors	Submission of a schedule of Sub-contractors intended to be used on the project		Yes		
T2.24	Record of Addenda to Tender Documents	Acknowledgement of receipt of addenda	Yes, if applicable			
T2.25	Declaration OF Correctness of Bid	Form duly completed and signed	Yes			
Front Cover	The UKZN cover sheet with details of authorised signatory	The form duly completed.	Yes			

T2.2 DECLARATION OF INTEREST

1.	If Tenderer is a Sole Proprietor: Are you (or your spouse, child or parent) currently employed by UKZN?	Yes	No
1.1	If yes, provide particulars:		
2.	If Tenderer is a Sole Proprietor: Have you (or your spouse, child or parent) been employed by UKZN in the past 12 months?	Yes	No
2.1	If yes, provide particulars:		
3.	If Tenderer is a Sole Proprietor: Do you (or your spouse, child or parent) have any relationship (family, friend or other) with any person who may be involved with the evaluation or adjudication of this Bid?	Yes	No
3.1	If yes, provide particulars:		
4	If Tenderer is a company, close corporation, partnership, trust or association: Are any of the Tenderer's employees, shareholders, directors, members, partners, beneficiaries or trustees (or any of their spouses, children or parents) currently employed by UKZN?	Yes	No
4.1	If yes, provide particulars:		
5.	If Tenderer is a company, close corporation, partnership, trust or association: Have any of the Tenderer's employees, shareholders, directors, members, partners, beneficiaries or trustees (or any of their spouses, children or parents) been employed by UKZN in the past 12 months?	Yes	No
5.1	If yes, provide particulars:		
6.	If Tenderer is a company, close corporation, partnership, trust or association: Do any of the Tenderer's employees, shareholders, directors, members, partners, beneficiaries or trustees (or any of their spouses, children or parents) have any relationship (family, friend or other) with any person who may be involved with the evaluation or adjudication of this Bid?	Yes	No
6.1	If yes, provide particulars:		

T2.2 DECLARATION OF INTEREST (CONTINUED)

I, _____ (full names), certify that the information furnished in this declaration of interest is true and correct.

SIGNED at _____ on this _____ day of _____ 20

Signed by or on behalf of **THE TENDERER**

If signed on behalf of the Tenderer, the signatory hereby warrants that (she/he) is duly authorised to sign this declaration on its behalf.

Signature: _____

Designation: _____

**T2.3 DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
 (TO BE COMPLETED BY TENDERER)**

1. This Section must form part of all Tenders invited.
2. It serves as a declaration to be used by UKZN 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 Tender of any Tenderer may be disregarded if that Tenderer, or any of its directors have:
 - a. Abused UKZN'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 Tender.**

Item	Question	Yes	No
4.1	Is the Tenderer or any of its directors listed on the National Treasury/UKZN's database as companies or persons prohibited from doing business with the public sector?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars		
4.2	Is the Tenderer 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)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars		
4.3	Was the Tenderer 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 Tenderer 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"/>
4.4.1	If so, furnish particulars		

**T2.3 DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
(TO BE COMPLETED BY TENDERER) (CONTINUED)**

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 Tenderer

T2.4 TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of a Tender that the taxes of the successful Tenderer **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the Tenderer's tax obligations.

1. An original valid Tax Clearance Certificate must be submitted together with the Tender. Failure to submit an original and valid Tax Clearance Certificate will result in the invalidation of the Tender.
2. Certified copies of the Tax Clearance Certificate will not be acceptable.
3. In the event that SARS is no longer issuing paper based Tax clearance certificates and for Bidders who are not in possession of an Original Valid Tax Clearance Certificate are required to complete the **Letter of Authorisation Form** on T2.4, Page 22 of the bid document, granting UKZN authority to verify/validate the Tenderers Tax Compliance Status from SARS. The Tenderer is also required to attach a copy of the Tenderers Tax Clearance Status printed from the online portal.
4. **UPON EVALUATION OF THE BID, SHOULD THE TENDERERS TAX CLEARANCE STATUS PRINTED FROM THE ONLINE PORTAL, NOT BE IN ORDER, THIS WILL LEAD TO THE INVALIDATION OF THE BID.**
5. In Tenders where Consortia/Joint Ventures/Sub-Service Providers are involved, each party must submit a separate valid Tax Clearance Certificate for their organization.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
7. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

T2.4 TAX CLEARANCE CERTIFICATE (CONTINUED)

LETTER OF AUTHORISATION

I, the undersigned

(Full name) _____

Hereby grant authorisation to the University of KwaZulu-Natal to validate my organisation/
Companies current tax status.

Tax Payers Tax No.: _____

Tax Payers Pin No. issued by SARS: _____

Signature of authorized representative/signatory Date

Position

Name of Tenderer

Tenderers are to insure that the information supplied in the above form is completed in whole and the that the information is true and correct, failing which, this will lead to the Employer not being able to validate the tenderers tax status online, which shall lead to the invalidation of the tenderers bid.



T2.4 TAX CLEARANCE CERTIFICATE (CONTINUED)

[Tax Clearance Certificate obtained from SARS to be inserted here]

12.5 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

1. This section must form part of all tenders¹ 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 tendering (or tender rigging).² Collusive tendering 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 tender of any tenderer if that Tenderer, 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 Service Provider of goods and services if the Service Provider committed any corrupt or fraudulent act during the tendering process or the execution of that contract.
4. This Standard Bidding Document SBD serves as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination (SBD 9) must be completed and submitted with the tender:
 - **Includes price quotations, advertised competitive tenders, limited tenders and proposals.**
 - **Tender rigging (or collusive tendering) 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 Employers who wish to acquire goods and / or services through a tendering process. Tender rigging is, therefore, an agreement between competitors not to compete against each other?**

T2.5 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (CONTINUED)

I, the undersigned, in submitting the accompanying tender:

(Tender Number and Description)

In response to the invitation for the tender 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 Tenderer)

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

T2.5 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (CONTINUED)

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 tender;
 - (e) The submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) Tendering with the intention not to win the tender.
 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 tender invitation relates.
 9. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender 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 tenders and contracts, tenders 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.
- **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.**

Signature

Date

Position

Name of Tenderer

T2.6 CERTIFICATE OF ATTENDANCE AT COMPULSORY CLARIFICATION MEETING

Compulsory Briefing Meeting / Site Inspection: Monday 5th February 2018 at the Greys Hospital, 201 Town bush Road in Pietermaritzburg at 10h00. Tenderers are to meet on site at Greys Hospital Student Doctors and Nurses Accommodation.

This is to certify that the following person attended the compulsory briefing meeting held on:

NAME	
COMPANY	
UKZN REPRESENTATIVE (FULL NAME AND SURNAME)	
UKZN REPRESENTATIVE SIGNATURE CONFIRMING SITE BRIEFING ATTENDANCE	

NOTE: It is the tenderer's responsibility to ensure that this form is signed by the UKZN representative at the compulsory meeting.

T2.7 CIDB GRADING CERTIFICATE

[CIDB Grading certificate from the Construction Industry Development Board to be inserted here]

NOTE: UPON EVALUATION OF THE BID, SHOULD THE TENDERERS CIDB STATUS PRINTED FROM THE ONLINE PORTAL, NOT BE IN ORDER, THIS WILL LEAD TO THE INVALIDATION OF THE BID.

T2.8 AUTHORITY FOR SIGNATORY

Fill in the relevant portion applicable to the type of organization

A. COMPANIES

If a Tenderer is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this Tender to do so, as well as to sign any contract resulting from this Tender and any other documents and correspondence in connection with this Tender and/or contract on behalf of the company must be submitted with this Tender, that is before the closing time and date of the Tender

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on _____
..... 20_____

Mr/Mrs _____ (whose signature appears below) has been duly authorized to sign all documents in connection with this Tender on behalf of

(Name of Company) _____

IN HIS/HER CAPACITY AS: _____

SIGNED ON BEHALF OF COMPANY: _____
(PRINT NAME)

SIGNATURE OF SIGNATORY: _____ **DATE:** _____

WITNESSES: _____

T2.8 AUTHORITY FOR SIGNATORY (CONTINUED)

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned _____

Hereby confirm that I am the sole owner of the business trading as

SIGNATURE **DATE**

T2.8 AUTHORITY FOR SIGNATORY (CONTINUED)

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of Partner	Residential Address	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

We, the partners in the business trading as _____

Hereby authorize _____
 to sign this Tender as well as any contract resulting from the Tender and any other documents
 and correspondence in connection with this Tender and /or contract on behalf of

_____	_____	_____
Signature	Signature	Signature

_____	_____	_____
Date	Date	Date

T2.8 AUTHORITY FOR SIGNATORY (CONTINUED)

D. CLOSE CORPORATION

In the case of a close corporation submitting a Tender, a certified copy of the Founding Statement of such corporation shall be included with the Tender, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on _____ 20_____

at _____

Mr/Ms _____, whose signature appears below, has been authorized to sign all documents in connection with this Tender on behalf of (Name of Close Corporation)

SIGNED ON BEHALF OF CLOSE CORPORATION:

(PRINT NAME) _____

IN HIS/HER CAPACITY AS _____ DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES: 1. _____

2. _____

T2.8 AUTHORITY FOR SIGNATORY (CONTINUED)

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the Tender, together with the resolution by its members authoring a member or other official of the co-operative to sign the Tender documents on their behalf.

By resolution of members at a meeting on _____ 20_____

at _____

Mr/Ms _____, whose signature appears below, has been authorized to sign all documents in connection with this Tender on behalf of (Name of Co-Operative)

SIGNATURE OF AUTHORIZED REPRESENTATIVE/SIGNATORY:

(PRINT NAME) _____

IN HIS/HER CAPACITY AS _____

DATE: _____

SIGNED ON BEHALF OF CO-OPERATIVE: _____

NAME IN BLOCK LETTERS: _____

WITNESSES: 1. _____

2. _____

T2.8 AUTHORITY FOR SIGNATORY (CONTINUED)

F. JOINT VENTURES

If a Tenderer is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the joint venture must be submitted with this tender, before the closing time and date of the tender.

Authority to sign on behalf of the Joint Venture:

By resolution/agreement passed/reached by the joint venture partners on _____
20____

Mr/Mrs _____, Mr/Mrs _____

Mr/Mrs _____ and Mr/Mrs _____

(Whose signatures appear below) have been duly authorised to sign all documents in connection with this tender on behalf of:

(Name of Joint Venture) _____

In his/her capacity as: _____

Signed on behalf of (COMPANY NAME): _____
(PRINT NAME)

Signature _____ Date: _____

In his/her capacity as: _____

Signed on behalf of (COMPANY NAME): _____
(PRINT NAME)

Signature _____ Date: _____

In his/her capacity as: _____

Signed on behalf of (COMPANY NAME): _____
(PRINT NAME)

Signature _____ Date: _____

In his/her capacity as: _____

Signed on behalf of (COMPANY NAME): _____
(PRINT NAME)

Signature _____ Date: _____

T2.8 AUTHORITY FOR SIGNATORY (CONTINUED)

G. CONSORTIUM

If a Tenderer is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the consortium must be submitted with this tender, before the closing time and date of the tender.

Authority to sign on behalf of the consortium:

By resolution/agreement passed/reached by the consortium partners on _____
20_____

Mr/Mrs _____,

(Whose signature appear below) have been duly authorised to sign all documents in connection with this tender on behalf of:

(Name of Consortium) _____

In his/her capacity as: _____

Signature _____ Date: _____

T2.9 MANDATORY COMPANY REGISTRATION CERTIFICATES

Important note to Tenderer: The relevant supporting documents to the organization tendering i.e. Registration Certificates for Sole Proprietors, Companies, Close Corporations, Joint Ventures, Consortiums and Partnerships, all as referred to in the foregoing forms in T2.8, must be inserted here.

[CIPC Registration documents to be inserted here]

T2.10 VAT REGISTRATION CERTIFICATE

[VAT Registration Certificate obtained from SARS to be inserted here]

**T2.11 LETTER OF GOOD STANDING IN TERMS OF COID ACT.
(COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT)**

[Letters of good standing to be inserted here]

NOTE: UPON EVALUATION OF THE BID, SHOULD THE TENDERERS LETTER OF GOOD STANDING STATUS PRINTED FROM THE ONLINE PORTAL, NOT BE IN ORDER, THIS WILL LEAD TO THE INVALIDATION OF THE BID.

T2.12 COMPANY PROFILE AND CAPABILITY STATEMENT

Important note to Tenderer: The relevant supporting documents to the organization tendering i.e. Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures and Consortiums, ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.8, must be inserted here.

T2.13 SHAREHOLDER / MEMBER / PARTNER INFORMATION

[Agreement and ID Documents of all Member /Shareholder / other as applicable to be inserted here]

T2.14 BANK REPORT (CONTINUED)

Satisfactory account conducted in our books Unsatisfactory account conducted in our books

No dishonours are recorded

Dishonours on record. Date of the last dishonour

IF SELECTED, INSERT DATE

Considered good for normal business engagements

PROJECT NUMBER	RFB UKZN 02/18
PROJECT DURATION:	2 Calendar Weeks
TENDER AMOUNT :	
TENDER AMOUNT IN WORDS	
BANK RATING: [A, B OR C]	

Other Comments ► _____

 SIGNED BY MANAGER OR AUTHORISED PERSON OF BANK CONCERNED [ORIGINAL SIGNATURE]

BANK STAMP

T2.15 TENDERER'S FINANCIAL STANDING

THE TENDERS FINACIAL STANDDING SHALL BE ASSESSED ON THEIR/OR

- Letters of credit from key suppliers
- Bridging Finance/Working Capital Confirmation

A. LETTERS OF CREDIT FROM KEY SUPPLIERS

The Tenderer shall supply **maximum of 4 letters of credit** from key suppliers (Plant and Material) for a **minimum value of R 20 000-00**.

The letters of credit must contain the following information:

- The payment period
- Status of the Tenderers accounts with the supplier
- The letter is to be dated within the last 12 months

SHOULD THE LETTERS OF CREDIT SUBMITTED BY THE TENDERER NOT CONTAIN THE ABOVE INFORMATION, THIS WILL RENDER THE LETTER OF CREDIT NON RESPONSIVE.

Schedule of Key Suppliers

NO.	NAME OF SUPPLIER	ITEM SUPPLIED	CREDIT REFERENCE INCLUDED (YES / NO)
1			
2			
3			
4			

T2.15 TENDERER'S FINANCIAL STANDING (CONTINUED)

B. BRIDGING FINANCE / WORKING CAPITAL CONFIRMATION

The request for this bridging finance confirmation is to provide assurance to the Client that the successful tenderer has adequate financial resources available to cover the interim cost for the execution of the project and construction thereof. Tenderers are to have bridging finance equivalent to a value of 20% of the contract sum and this needs to be verified by the provision of current bank statements or a letter of confirmation from a registered financial institution, which is not older than 30 days from date of tender closing.

BRIDGING FINANCE / WORKING CAPITAL EVALUATION CRITERIA	
DESCRIPTION	YES/NO
Confirmation of bridging finances from a registered financial institution or a bank statement with available funds for a minimum value of 20% of the contract sum.	

OR

A bank statement with available funds for a minimum value of 20% of the contract sum, inclusive of VAT.	
---	--

T2.16 ORGANOGRAM AND EXPERIENCE OF KEY PERSONNEL (50 Points)

The experience of assigned staff member/s in relation to the scope of work will be evaluated from the following points of view:

- 1) Submission of an Organogram indicating the following levels of resources as a minimum: Contracts Manager/ Site Agent, Quantity Surveyor, Foreman 1, Health & Safety Officer, Health & Safety Representative and Artisan 1& 2. The years of Experience in the Position Indicated in the Organogram
- 2) Copy of the relevant qualification is to be submitted, failing which, Zero points will be awarded for qualifications.
- 3) The skills and experience of the assigned staff are of similar nature in the operational area which the staff has been resourced.
- 4) Failure to submit CV's or incomplete CV's of the personnel listed in the scoring below will be scored zero.

CVs of the construction team of **not more than 2 pages each** should be attached to this schedule: (define which CV's are required)

Each CV should be structured under the following headings:

PERSONAL PARTICULARS	NAME OF CURRENT EMPLOYER AND POSITION IN ENTERPRISE	YEARS OF EXPERIENCE IN THE CURRENT POSITION	SKILLS AND KNOWLEDGE OF THAT HAS A BEARING ON THE SCOPE OF WORK	EXPERIENCE HISTORY (DESCRIPTION AND VALUE OF THE PROJECTS)	REFERENCES
----------------------	---	---	---	--	------------

The scoring will be as follows:

ITEM	POSITION	CERTIFICATES		RELEVANT EXPERIENCE		MAX POINTS (50)
		TYPE	POINTS	YEARS	POINTS	
1	Contracts Manager / Site Agent	Relevant NQF 6 / or Equivalent	4	5 Years or more 2 – 5 Years Less than 2 Years	10 7 4	10
2	Trade Tested Artisans Carpenter/Plumber/Electrician	Relevant NQF 5 / or Equivalent	4	5 Years or more 3 – 5 Years Less than 2 Years	10 7 4	10
3	Senior Foreman	Relevant NQF 5 / or Equivalent	4	5 Years or more 4 – 5 Years Less than 2 Years	10 7 4	10
4	Trade Tested Artisans Carpenter/Plumber/Electrician	Relevant NQF 5 / or Equivalent	4	5 Years or more 5 – 5 Years Less than 2 Years	10 7 4	10
5	Health & Safety Officer	Relevant NQF 5 / or Equivalent	4	5 Years or more 6 – 5 Years Less than 2 Years	10 7 4	10

T2.16 ORGANOGRAM AND EXPERIENCE OF KEY PERSONNEL (CONTINUED) (50 Points)

Curriculum Vitae Template of Key Personnel

DESIGNATION.....							
Name:		Date of birth:					
Profession:		Nationality:					
Formal Qualifications:							
	Qualification	From: Name of Institutions	Year Obtained				
1							
2							
3							
4							
5							
Professional Registrations/ Designation:							
	Professional Registrations/ Designation	Professional Body/Council	Registration Number				
1							
2							
3							
4							
5							
Name of Employer (firm):		Full Time:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Yes</td> <td style="width: 20px;"></td> <td style="text-align: center;">No</td> <td style="width: 20px;"></td> </tr> </table>	Yes		No	
Yes		No					
Current Position:		Years with Firm:					
Employment Record:							

T2.16 ORGANOGRAM AND EXPERIENCE OF KEY PERSONNEL (CONTINUED) (50 Points)

Along with the Submission of the Organogram Specific to this Tender, Tenderers are required to submit the Key Personnel Schedule as indicated below.

KEY PERSONNEL	NAME	AGE	YEARS OF EXPERIENCE	PERIOD WITH COMPANY	HIGHEST VALUE CONTRACT HANDLED
Contracts Manager / Site Agent					
Fulltime - Senior Foreman					
Trade Tested Artisans Carpenter/Plumber/Electrician					
Fulltime Health & Safety Officer					
Trade Tested Artisans Carpenter/Plumber/Electrician					

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

NAME : _____
 (Block Capitals)

SIGNATURE : _____ DATE: _____
 (Of person authorised to sign on behalf of the Tenderer)

The Tenderer shall complete the following table to be submitted with the Tender

T2.17 METHOD STATEMENT / APPROACH / METHODOLOGY (50 points)

The Tenderer is **discouraged** from producing a **generic method statement**. The Method Statement must be concise and clearly demonstrate how this project will be implemented

The Method Statement shall clearly describe the sequencing of the construction activities.

The Tenderer is to describe in detail the responsibilities key personnel in relation to the construction activities. The Method Statement must also demonstrate what communication and documentation systems are put in place to ensure that the team will be operating at its optimum.

The Method Statement must clearly demonstrate how key components relating to time, risks and cost will be addressed and managed during all stages of the project life cycle.

The Method Statement shall also include the Tenderers quality control plan relevant to the activities described in the method statement.

METHOD STATEMENT	PROPOSAL IS SPECIFIC AND TAILORED TO SUIT TO OBJECTIVE	PROPOSAL ADEQUATELY DEAL WITH THE OBJECTIVES	PROPOSAL DOES NOT ADEQUATELY DEAL WITH THE OBJECTIVES AND OR TOO GENERIC	MAXIMUM POINTS (MAX SCORE 50)
The method statement demonstrates a clear technical methodology in terms of sequencing to meet the project deliverables.	10	7	0	10
The key components relating to time, risks and cost management have been clearly addressed.	10	7	0	10
Supervision and Quality Control Processes with regards to planning and control have been clearly addressed.	10	7	0	10
The Responsibilities of the Key Personnel has also been described.	10	7	0	10
Site Documentation, filing, archiving and communication systems are fully described.	10	7	0	10

T2.18 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011, SUBSTANTIATED BY B-BBEE VERIFICATION CERTIFICATE

1. BID DECLARATION

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

2. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED

B-BBEE Status Level of Contribution: _____ = _____ (maximum of 10 or 20 points) must be in accordance with the table reflected in F3.11 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).

3. DECLARATION WITH REGARD TO COMPANY/FIRM

3.1 Name of company/firm _____

3.2 VAT registration number _____

3.3 Company registration number _____

3.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium One person business/sole propriety
 Close corporation Company (Pty) Limited

[TICK APPLICABLE BOX]

3.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

3.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

- Manufacturer Supplier Professional service provider
 Other service providers, e.g. transporter, etc. Please state below:

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

T2.18 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011, SUBSTANTIATED BY B-BBEE VERIFICATION CERTIFICATE (CONTINUED)

3. DECLARATION WITH REGARD TO COMPANY/FIRM (CONTINUED)

3.8 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; and
- (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 –
 - (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 Tenderer 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 / tertiary institution for a period not exceeding 10 years, after the Audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution

WITNESSES:

1. _____

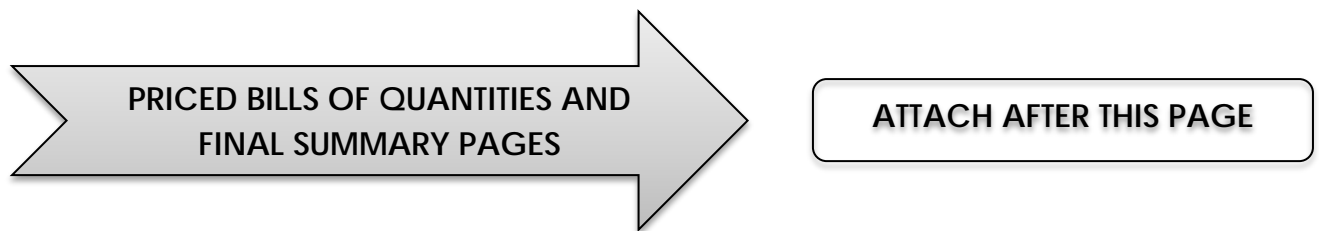
2. _____

SIGNATURE(S) OF TENDERER

DATE: _____

T2.19 FORM OF OFFER AND ACCEPTANCE

[THE OFFER AND ACCEPTANCE FORM (PART C, C1.1 FORM OF OFFER AND ACCEPTANCE) MUST BE INSERTED HERE]



T2.20 PRICING SCHEDULE

REFER TO PART C, PART C2.2 (BILLS OF QUANTITIES)

T2.21 SCHEDULE OF PROPOSED SUB-CONTRACTORS

Tenderers are requested to provide a schedule of proposed key sub-contractors intended to be used on the project.

The schedule should be structured under the following headings:

SUB-CONTRACTOR	TRADE	YEAR ESTABLISHED	CIDB GRADING	REFERENCES

T2.22 RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications amending the Tender documents that I / we received from UKZN or its representative before the closing date for submission of Tenders have been taken into account in this Tender.

A signed copy of each addendum shall be inserted after this page.

ADDENDUM NO.	DATE	TITLE OR DETAILS

 Signature
 (of person authorized to sign on behalf of the Tenderer)

 Date

T2.23 DECLARATION OF CORRECTNESS OF BID

I, _____ (Full Name) the Authorised Signatory of

_____ (Tenderer) hereby declare that the information furnished in

the tender is entirely true and correct; and the tender is submitted on condition that the

Tenderer; its facilities, etc., shall at any stage be subject to inspection.

SIGNATURE: _____

DATE: _____

(of person authorised to sign on behalf of the Tenderer)

THE CONTRACT

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

UKZN RFB 02/18: REFURBISHMENT OF GREYS HOSPITAL STUDENTS DOCTORS AND NURSES ACCOMODATION, PIETERMARITZBURG

The Tenderer, identified in the Offer signature block, 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 Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(In words) _____

(In..... figures)
R _____

The Tenderer confirms that he has read the Contract referred to in C1.2 Contract Data.

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(s) _____

Name(s) _____

Capacity _____

For the Tenderer:

(Insert name and address of organization)

Name & Signature of Witness _____

Date _____

C1.1 FORM OF OFFER AND ACCEPTANCE (CONTINUED)

B: ACCEPTANCE

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

The terms of the contract are contained in:

- C.1 Agreement, and Contract Data, (which include this Agreement)
- C.2 Pricing Data, including the Bill of Quantities
- C.3 Scope of Work
- C.4 Site Information

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

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

The Tenderer shall within two weeks 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. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature: *(of person authorized to sign the acceptance)*

Name: *(of signatory in capitals)* _____

Capacity: *(of Signatory)* _____

Name of Employer: *(organization)*

Address: _____

Telephone number: _____ **Fax number:** _____

AS WITNESS

Signature: _____ **Name:** *(in capitals)* _____

Date: _____

C1.1 FORM OF OFFER AND ACCEPTANCE (CONTINUED)

C: SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by UKZN 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 become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matters 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: Subcontracting

Details: The Contractor shall not sub-contract more than 25% of the Contract Price to another enterprise that does not have equal or higher (better) B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

2. Subject: _____

Details: _____

3. Subject: _____

Details: _____

4. Subject: _____

Details: _____

5. Subject: _____

Details: _____

6. Subject: _____

Details: _____

7. Subject: _____

Details: _____

By the duly authorized representatives signing this Schedule of Deviations, UKZN 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 UKZN this process of offer and acceptance.

C1.1 FORM OF OFFER AND ACCEPTANCE (CONTINUED)

C: SCHEDULE OF DEVIATIONS

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

FOR THE TENDERER:

Signature: _____

Name: _____

Capacity: _____

Tenderer: *(Name and address of organization)* _____

Witness:

Signature: _____

Name: _____

Date: _____

FOR UKZN

Signature: _____

Name: _____

Capacity: _____

Witness:

Signature: _____

Name: _____

Date: _____

C.1.2 CONTRACT DATA (INCLUDING SPECIAL CONDITIONS OF CONTRACT)

PART 1: C.1.2.1 GENERAL CONDITIONS OF CONTRACT

1. FORM OF CONTRACT

The "JBCC (JOINT BUILDING CONTRACTS COMMITTEE) SERIES 2000 PRINCIPAL BUILDING AGREEMENT, CE and EC – EDITION 5.0, CODE 2101 – JULY 2007," as amended in the SPECIAL CONDITIONS OF CONTRACT, shall be applicable to this contract.

2. PRELIMINARIES

The "ASAQS (ASSOCIATION OF SOUTH AFRICAN QUANTITY SURVEYORS) PRELIMINARIES, NOVEMBER 2007," as amended in the SPECIAL CONDITIONS OF CONTRACT, shall be applicable to this contract.

3. TRADE PREAMBLES

The "Model Preambles for Trades – 2008", as recommended by The Association of South African Quantity Surveyors shall apply to this contract and is obtainable from The Association of South African Quantity Surveyors or Building Industries Federation South Africa (BIFSA).

4. CONTRACT DATA IN RESPECT OF THE PRINCIPAL BUILDING AGREEMENT

The details of the Contract Data are stated in the CONTRACT DATA - EMPLOYER.

5. SCHEDULE OF VARIABLES IN RESPECT OF PRELIMINARIES

The details are stated in the SCHEDULE OF VARIABLES.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

These special Conditions of Contract generally contain clauses that are either deemed to be additions, elaborations or variations to the General Conditions of Contract. Accordingly, these Special Conditions of Contract must be read in conjunction with the General Conditions of Contract and it shall be deemed that the amended meanings and intentions of the clauses shall apply, if applicable. In addition, it shall be deemed that any reference to Contractor shall mean Principal Building Contractor, as defined in the JBCC Principal Building Agreement.

2. SCOPE OF THE CONTRACT

The scope of the contract for each Tender option/s, if applicable, is described in the Specifications, Drawings, Bills of Quantities, Contract Conditions and the Contract Variables, as applicable.

3. CONFIDENTIALITY OF CONTRACT DOCUMENTS

It shall be deemed that the details of the documents shall be treated as private and confidential and their general content shall not be disclosed or discussed with third parties without the prior approval of the Principal Agent in writing.

4. PROGRAMME

The Contractual Commencement and Completion dates and any other relevant dates for this contract is stated in CONTRACT VARIABLES: THE SCHEDULE.

Time, cost and quality are to be considered the essence of this Contract. Accordingly, it shall be deemed that the contract programme prepared and issued in "*Primavera*", *MS Project* or *similar approved programming software*, detailing each activity and duration is submitted by THE CONTRACTOR, IN ACCORDANCE WITH THE TENDER REQUIREMENTS PRIOR TO THE AWARD OF THE TENDER, and as amended in conjunction with the Principal Agent and/or other Agents, shall be the basis of monitoring progress on the project. The programme is to include construction activities, long lead procurement schedules, information required schedules, tenant information schedules and sub-contractor appointment schedules.

The Process to be adopted in finalizing the program shall be as follows:

- The Construction Project Manager and / or Principal Agent shall evaluate the programme to ensure the completeness of the work programmed, accuracy of the durations, relevance and completeness of the logic, dates on which information are requested, times allowed for long lead items and subcontractor appointment dates.
- Any shortcomings and/or further requirements shall be clearly indicated in a programme assessment report and issued to the contractor for correction and additions.
- The contractor shall affect amendments to the program based on above and the final contract programme shall be signed-off by the Project Team and shall be deemed to be the baseline / target contract programme. This programme, and the progress therein, (and relevant authorised revisions), will form the basis of adjudication of all clauses relating to time as specified in the contract document. The submission of the programme and the dates therein shall not excuse or relieve the principal contractor or its parties from completing the project within the timeframe specified in the contract documents.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

4. PROGRAMME (CONTINUED)

- The contractor shall update the contract/project programme at any time when the works been developed do not, or may not correspond to that originally programmed, or as formally instructed by the Project Manager and /or Principal Agent. It shall be deemed that the principal contractor has, when updating or developing the programme, consulted with the relevant project team members as well as the relevant nominated and selected sub-contractors regarding procurement period, specifications and sequencing required.

The process to be adopted for **PROGRESS REVIEW** shall be as follows:

- The Project Manager and/or Principal Agent, and the Contractor shall conduct a progress review on a pre-determined weekly interval. The progress for each activity of the works shall be evaluated, agreed upon and recorded in a report.
- The progress review shall incorporate procurement of long lead items, information release, fit - out information and sub-contractor appointments.
- The following information shall be recorded for each activity:
 - Actual start dates of the planned activities (if started),
 - Actual finish dates of the planned activity (if completed),
 - Estimated remaining durations of the planned activities that are still in progress,
 - Suspend and resume dates if a planned activity is suspended, and
 - Log text of delays incurred to planned activities.
- The result after the progress update must be closely evaluated and the relevance and accuracy of the results must be checked.

NOTE:

- The Contractor is not permitted to make any changes to the Contract Programme without agreement by the Project Manager and/or Principal Agent.
- Extension of time claims due to inclement weather, late information, or any other reason shall far as practical, be evaluated the moment it is submitted and the effect on the contractual end date determined.
- A decision shall as far as practical be made immediately on the number of days to be granted to the contractor, if any.
- Claims that have no effect on the critical path shall be so recorded.
- A summary of the extension of time claims submitted, for both inclement weather and contractual claims must be included in the joint progress report.

5. DAMAGE TO THE WORK

Care shall be taken not to cause any damage to any part of the existing or new work or any adjoining property. The contractor will be held responsible for damage caused to the works by his negligence and shall be liable for all costs incurred in making good any such damage to the satisfaction of the Principal Agent.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

6. COMMUNICATION, MEDIA RELEASES, ETC.

The contractor shall not in any way communicate with the press, or any representative of the written or electronic media, on a question affecting this contract unless prior approval in writing is received from the Employer and/or the Principal Agent.

All rights of publication of articles in the media, together with any advertising relating to, or in any way concerned with this project shall vest in the Employer.

The contractor shall not, without the written consent of the Principal Agent, because any statement or advertisement to be printed, screened or aired by the media.

7. COPYRIGHT

No part of this document and any document forming part of the contract documents may be copied, photographed or repeated in any manner or by any process without the written consent of the **author**. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in documents pertaining to this contract. The person, firm, body, supplier, contractor, sub-contractor and any other contracting party is to be responsible jointly and severally, in their personal and corporate capacities for any contravention of this requirement.

8. ESCALATION

This contract shall either **be subjected or not subjected to any form of Contract Price Adjustment Formulae such as the Haylett Formulae or similar**, which shall be dependent on the tender offer accepted. In this regard, it is deemed that for the fixed price option, the contract amount includes for any potential increases (except any variation in the rate of value added tax) in the cost of labour, materials, transport, etc.

The option applicable to this contract is as indicated below:

Option 1 – Subject To Escalation Price Contract

X

Option 2 – Fixed Price Contract

✓

KEY: ✓ - Tender Option Applicable
X - Not Required For This Tender

9. WORKMANSHIP AND QUALITY CONTROL

The onus to produce work that conforms in quality and accuracy of detail, to the requirements of the specifications, rests with the contractor, and the contractor shall, at his own expense, institute a quality control system and provide other technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

The cost of supervision and process control, including testing carried out by the contractor shall be deemed to be included in the amount quoted for the works.

The contractor's attention is drawn to the normal standards regarding the minimum frequency of testing required for materials. The contractor shall, at his own discretion increase this frequency where necessary to ensure adequate control.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

9. WORKMANSHIP AND QUALITY CONTROL (CONTINUED)

On completion and submission of every part of the work to the **PRINCIPAL AGENT** for examination, the contractor shall furnish the **PRINCIPAL AGENT** with the results of the relevant tests, measurements and levels to indicate compliance with the specifications.

Notwithstanding the approval of these above-mentioned tests by the **PRINCIPAL AGENT**, the contractor shall remain solely responsible for the work as defined in this contract document, up to the end of the defects liability period.

10. REPORTING OF ACCIDENTS/INCIDENTS

In addition, to any statutory obligations the contractor shall, as soon as practicable, report to the Principal Agent every occurrence on the works or the site causing damage to the property or injury or death to any individuals.

If requested, the contractor shall submit a report in writing to the Principal Agent within 12 hours of such request, setting out the full details of the occurrence.

The Principal Agent shall have the right to make any enquiries either on the site or elsewhere as to the cause and results of any such occurrence and the contractor shall render all reasonable assistance and make available the necessary facilities, equipment, personnel, etc., for carrying out such enquiries.

11. CO-OPERATION OF CONTRACTOR FOR COST CONTROL

It is deemed that the contractor accepts the obligation of assisting the Professional Consultants in implementing proper cost control in ensuring that the final building cost does not exceed the budget.

The cost control procedures are detailed on the Declaration for Cost Control and forms part of the Contract.

12. APPLICATION FOR PAYMENT

The Contractor shall submit the following information on a monthly basis to the Principal Agent and Quantity Surveyor in order to assist with the processing of the payment certificate and the preparation of the empowerment report:

- A detailed breakdown of the work done. (The work breakdown must be referenced strictly in accordance with the Tender Document or the detailed Priced Bills of Quantities, as applicable.)
- A detailed breakdown of all variation order costs claimed (With specific reference to work done by the Principal Building Contractor) in the certificate concerned, together with copies of the relevant contract instructions.
- A detailed breakdown of the work done by each sub-contractor. (The work breakdown must be referenced strictly in accordance with the Tender Document or the detailed Priced Bills of Quantities, as applicable.)
- A detailed breakdown of all variation order costs claimed in the certificate concerned for sub-contract work, together with copies of the relevant contract instructions.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

12. APPLICATION FOR PAYMENT (CONTINUED)

- An written declaration authenticated by the Contracts Manager confirming, that the payment claims for work done by sub-contractors has been audited and amended by the Contractor's Quantity Surveyor, prior to it being forwarded to the Principal Agent and Quantity Surveyor for evaluation.
- If applicable, a combined empowerment report which shall include reports on contractor and sub-contractor compliance, in accordance with the format required by the empowerment manager. In this regard, the combined, contractor and sub-contractor empowerment report must contain an affidavit certifying that all information contained the report as being true and correct and must be authenticated by the contractor and a commissioner of oaths. The combined reports must also state that the contractor has checked and verified that all information submitted by sub-contractors is true and correct.
- Tax invoice: the contractor shall attach a tax invoice as prescribed in the Value Added Tax Legislation to each payment certificate when presenting the certificate to the employer for payment. Such tax invoices shall correctly reflect the prescribed information and the amounts shall match precisely the amounts included in the payment certificate. Should the contractor fail to comply with these requirements, the date of presentation of the certificate shall be deemed to be delayed at the contractor's default until such time as the requirements are met.

Should anyone or any combination of the above requirements not be complied with, the Principal Agent reserves the right to exclude any amounts that may have been due for certification from the Payment Certificate concerned and/or delay the issue of payment certificates and/or, revise the contractual payment date, as applicable, until such time compliance is achieved.

13. IDENTIFICATION OF PERSONNEL

All personnel that are utilized on the project by the contractor and its sub-contractors, are at all times whilst on site, be clothed with clothing that clearly identifies each staff member together with an identification document which includes, but not limited to the following:

- A photograph of the personnel concerned;
- The identification numbers of the personnel concerned; and,
- The name of company concerned

In addition, to that stated above, the contractor shall adhere to the premises security rules and regulations.

No personnel will be permitted to work on the project until this condition is adhered to.

14. INTERVENTION AT MANUFACTURE AND/OR SUPPLIER AND/OR SUB-CONTRACT LEVEL

The employer and its agents reserve the right to discuss and liaise on any issue pertaining to this contract with the contractor's service providers i.e. Manufacturers and/or suppliers and/or sub-contractors concerned (Nominated and Selected and Domestic). This right shall not create privity of the contract between the employer and/or its agents and the said manufacturer and/or supplier and/or sub-contractors, (Nominated and Selected and Domestic).

15. CESSION OF MATERIALS SUPPLIED TO THE SITE

It shall be deemed that the contractor and its service providers on delivery of each batch of materials to site, has ceded the said materials to the employer.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

16. ALTERATIONS IN THE QUANTITY AND VALUE OF WORK

The employer and/or its Agents shall be permitted to either increase or decrease the quantity and value of work contracted for. In this regard, the contractor including its service providers shall not be entitled to claim for any additional expense incurred, or for any change in the rates for work done and/or any materials and services supplied. It shall be deemed that all costs associated with this item is included in the Contract Sum.

17. CHANGES IN THE SCOPE OF WORK

The contractor acknowledges that whilst drawings have been prepared for this project, the scope of work and value of the contract may be substantially altered and that no claims for loss and expense shall be due by the employer for implementing any changes that may become necessary. It shall be deemed that the contract amount includes for all costs that may arise due to compliance with this clause.

18. MARKET RELATED WAGE RATES

The wage rates payable for labour in any category is deemed to be not less than the lessee of:

- Statutory wage rates in any labour category in the project locality; and
- The SAFCEC recommended minimum rates applicable at any time during the duration of the contract.

The Contractor shall demonstrate compliance with this requirement on a monthly basis.

19. TREASURES, RELICS, ETC.

Any relics, treasure, articles of value or of potential historical or archaeological interest found on the site must be brought to the attention of the **PRINCIPAL AGENT**. All work at the specific area of the discovery shall stop for a reasonable time period until such time that the **PRINCIPAL AGENT** instructs the contractor to continue with the work.

Any relics, treasure, articles of value or of potential historical or archaeological interest found on the site shall remain the property of the Employer and shall be handed over to the **PRINCIPAL AGENT** who shall be the sole arbitrator of what is an article of value.

20. PRICED BILLS OF QUANTITIES

The Contractor shall submit the Priced Bills of Quantities at the date of the tender closing.

21. LUMP SUM PRICE BREAKDOWN

Where items in the Tender document are measured as lump sums, the contractor's detailed Priced Bills of Quantities for each lump sum item, submitted **WITHIN TEN (10) DAYS OF NOTICE OF AWARD OF CONTRACT**, and prepared in accordance with the latest edition of the standard system of Measuring Building Work including any subsequent amendments thereto), shall form part of the contract and shall be used for the purposes of preparing valuation certificates, determining the value of variation orders, preparation of final account, etc.

22. PRICES AND NET MEASUREMENTS

Prices throughout these bills of quantities shall be deemed to include for all obligations arising out of the contract and unless otherwise specified, be held to include for making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works and return of packings.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

22. PRICES AND NET MEASUREMENTS (CONTINUED)

Prices for all items contained in these bills of quantities and any additional authorised variations, shall be deemed to exclude all amounts due in terms of the Value Added Taxation Legislation. A provision for the addition of VAT shall be made on the summary page of the contract document and final statement of accounts, as applicable.

23. AMENDMENTS TO SCOPE OF WORK PRIOR TO TENDER AWARD

The Contractor is advised that certain portions of the scope of work may be adjusted/omitted subject to the Client's approval of the adjustments/omissions and can only be affected prior to the issuance of the Letter of Intent to Award. Any cost associated with the imminent scope change must be included in the overall price, as claims for additional costs/loss and expense will not be entertained.

24. SPECIFIC VARIATIONS AND/OR AMENDMENTS AND/OR ADDITIONS TO THE JBCC SERIES 2000 PRINCIPAL BUILDING AGREEMENT EDITION 5.0 CODE 2101 JULY 2007

24.1 DESIGN RESPONSIBILITY

Clause 4.0 refers:

Where the contract work includes a design element, the contractor will be required to complete a 'form of indemnity for design work'.

24.2 EMPLOYER'S AGENT

Clause 5.0 refers:

Notwithstanding that certain agents may not be directly appointed by the employer, such agents shall still be deemed as employer's agents.

24.3 COMPLIANCE WITH CONSTRUCTION REGULATIONS

New sub-clause 7.2 is to be added:

Without limiting the generality of the provisions of clause 7.0 of the **agreement**, the **contractor's** attention is drawn to the provisions of the Construction Regulations, 2003 issued in terms of the Occupational Health and Safety Act, 1993 in which it is specifically stated that the **employer** shall prepare a documented health and safety specification for the works and that the **employer** shall ensure that the **contractor** has made provision for the cost of health and safety measures during the execution of the works. In this regard, in the event that an occupational health and safety specification is not included as part of the contract documents, it shall be deemed that the **contractor** shall comply with the specification requirements as set out in the Occupational Health & Safety Manual For Construction as prepared by BIFSA and that all cost related to compliance with such specifications is included in the contract amount of the project.

24.4 EFFECTING INSURANCES

New sub-clause 12.7 is to be added:

It shall be deemed as acceptance by the Contractor that it (the contractor) is satisfied with the scope of the insurances effected by the Employer, and is supplemented by additional insurances considered necessary by itself (the contractor). In addition, the Contractor shall be responsible for excess amounts payable. Any clarification of the scope of cover provided by the policies arranged by the Employer should be obtained from the Employer's insurance brokers.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

24.5 CONTRACT INSTRUCTIONS

New sub-clause 17.6 is to be added:

Should special circumstances warrant that the employer is required to take special measures to assist in the operations of the employer's business, during the construction phase, the employer shall have the right to instruct the principal agent to take special measures to accommodate these special circumstances. In such instance, the principal agent shall advise the contractor of these special measures at the time of issuing contract instructions to do work in this regard. Should the contractor fail to execute the contract instruction/s with due skill and diligence within (five) 5 days of having been issued with such instruction/s, the employer may employ others to give effect to such contract instruction/s all in accordance with clause 17.4.

24.6 SETTING OUT OF THE WORKS

New sub-clause 18.5 is to be added:

The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. Exist in order that the necessary arrangements may be made for the rectification of any such encroachments.

24.7 TEMPORARY WORKS AND PLANT

Sub-clause 19.2 refers – the following is deemed to be added after the words “notice boards”

Site notice boards, sub-contract notice boards, etc., as per the Standards Institute of Architects (1 No. each).

New sub-clause 19.4 is to be added:

It shall be deemed that all cost associated with the provision of, including erection, dismantling, etc., of special scaffolding required for the proper execution of the work is included in the contract amount. It shall also be deemed that all cost associated with the provision of, including erection and dismantling, etc. Of all scaffolding and hoisting equipment, machinery, etc. For Nominated, Selected and Domestic sub-contract work, required for the execution of the works, is included as part of the contract amount.

New sub-clause 19.5 is to be added:

The contractor shall erect, maintain and remove at completion hoarding with gantries, fans, safety screens, barriers, access gates, covered gangways and the like as necessary for the enclosure of the works and elements thereof all for the protection of the public and others or to meet the specific hoarding requirements of the employer as detailed on the architects drawing, and office accommodation for meetings held on site which shall be kept clean and fit or use at all times

New sub-clause 24.1.4 is to be added:

The contractor is expected to bring his work to a level of sectional or Practical Completion without extensive snagging lists being prepared by the Principal Agent, Architect, Engineer or any other authorised employer's agent. In this regard the Principal Agent, Architect, Engineer and any other authorised employer's agent will require sample panels to be erected in order to establish the required standards and performance parameters against which the works quality will be measured.

The contractor is expected to snag and rectify his own work until it is ready for Practical / Sectional Completion Inspection.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

24.8 PRACTICAL COMPLETION

In the event that such inspection does not result in the work being accepted as Practically / Sectional complete then the costs of such inspection and subsequent inspections shall be for the account of the contractor, at a rate of Ten Thousand Rand (R10 000.00) per man hour or part thereof, calculated by multiplying the total of the number of employer's agents and employer's staff present at each abortive practical completion inspection meeting, i.e. Where practical

Completion is not achieved, by the time taken for such an inspection until practical completion is achieved. In this regard, the employer reserves the right to recover such costs in addition to any other remedies it may have in accordance with Clause 33.

24.9 WORKS COMPLETION

Sub-clause 25.1 refers – the following is deemed to be added after the words “works completion”:

In this regard, the contractor shall within five (5) calendar days of receipt of the works completion list, issue a program indicating the dates for completion for all items listed in the works completion list. Should the contractor fail to issue a program, it shall be deemed that all items included in the works completion list shall be completed within twenty (20) calendar days after the due date for submission of the program.

Sub-clause 25.2 refers:

Add the following words after the word “completed”:

“Within the agreed works completion list program referred to in the amended sub-clause 25.1.”

Sub-clause 25.2.2 refers: add the following words after the last sentence:

Should the contractor be required to repeat the procedure in terms of 25.2, the employer reserves the right to deduct penalties equivalent to the amount of Ten Thousand Rand (R10 000.00) per man hour or part thereof, calculated by multiplying the total of the number of employer's agents and employer's staff present at each abortive works completion inspection meeting, i.e. Where works completion is not achieved in terms of 25.2, by the time taken for such an inspection. In this regard, such penalties shall be recovered in accordance with Clause 33.

24.10 FINAL COMPLETION

New sub-clause 26.3.3 is to be added:

In the event that the certificate of Final Completion is not issued due to the contractor's work not being sufficiently complete then the costs of such inspection and subsequent inspections shall be for the account of the contractor, at a rate of Ten Thousand Rand (R10 000.00) per man hour or part thereof, calculated by multiplying the total of the number of employer's agents and employer's staff present at each abortive final completion inspection meeting, i.e. Where final completion is not achieved in terms of 26.2, by the time taken for such an inspection until final completion is achieved. In this regard, the employer reserves the right to recover such costs in accordance with Clause 33.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

24.11 REVISION OF DATE FOR PRACTICAL COMPLETION

Sub-clause 29.1.1 refers:

It shall be deemed that the contract programme includes an allowance of fifteen (15) working days for inclement and exceptionally inclement weather and an extension of time shall only be considered for inclement and exceptionally inclement weather beyond the fifteen (15) working day period. In this regard, the Employer reserves the right to recover such costs in accordance with Clause 33.

Sub-clause 29.1.2 refers:

Should any materials or items specified prove to be either unavailable, in poor supply or likely to cause delay to the contract Works, then this fact should be brought to the attention of the Principal Agent in sufficient time for suitable alternatives to be considered. Any claims for delays resulting from the contractor not conforming to the terms of this clause shall not be entertained nor allowed.

New sub-clause 29.1.7 is to be added:

Failure to give possession of the site to the contractor on the date stated on the schedule.

Sub-clause 29.2.1 refers:

This sub-clause is omitted.

New sub-clause 29.9 is to be added:

Notwithstanding, sub-clause(s) 29.1 to 29.8 a revision to the practical completion date will only be considered for work on the critical path of the contractual programme or the revised contractual programme, as applicable.

Any revised Programme, in order to be considered as a contractual programme, must be approved by the principal agent in writing, prior to it becoming effective.

New sub-clause 29.10 is to be added:

The removal and replacement of materials and/or workmanship which do not conform to specification or drawing shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value.

24.11 INTERIM PAYMENT

Sub-clause 31.1 refers:

Replace the word "shall" in the first line thereof with the word "may".

Sub-clause 31.6 refers:

The Contractor will be required to provide the Principal Agent with the necessary forms for cession of ownership for unfixed material.

Notwithstanding this or any other clause, materials and goods stored off-site shall not be included in any amount authorised for payment, unless otherwise agreed in writing.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

24.11 INTERIM PAYMENT (CONTINUED)

Sub-clause 31.9 refers:

Replace the words "seven (7) calendar days" with "thirty (30) calendar days".

Sub-clause 31.13.2 refers:

This sub-clause shall be deemed to be deleted.

Sub-clause 31.13.3 refers:

This sub-clause shall be deemed to be deleted.

New sub-clause 31.17 is to be added:

Materials and goods stored off site shall not be included in the amount authorised for payment.

24.12 ADJUSTMENT TO THE CONTRACT VALUE

Sub-clause 32.2 refers:

Instructions given by the Principal Agent and / or any other authorised employer's agent in relation to the contract works, shall, irrespective of the format or wording of such instructions, not indicate that the work involved represents an extra or variation and shall not be deemed to be acceptance of any prices or quotations contained in any correspondence.

It is recorded that only the Quantity Surveyor is empowered, to rule whether any instructions issued constitutes an extra or not and, to resolve cost aspects of any matter pertaining to this contract.

25. SPECIFIC VARIATIONS AND/OR AMENDMENTS AND/OR ADDITIONS TO THE ASAQS PRELIMINARIES NOVEMBER 2007

25.1 TEMPORARY WORKS AND PLANT.

It shall be deemed that all cost associated with the provision of, including erection, dismantling, etc., of special scaffolding required for the proper execution of the work is included in the contract amount. It shall also be deemed that all cost associated with the provision of, including erection and dismantling, etc. of all scaffolding and hoisting equipment, machinery, etc. for Nominated, Selected and Domestic sub-contract work, required for the execution of the works, is included as part of the contract amount.

26. SPECIFIC PRELIMINARIES

26.1 PROPRIETARY BRANDED PRODUCTS

All materials, fittings, finishes, etc. Specified hereinafter under a trade name, catalogue number or reference, must be exactly as described. The Principal Agent's approval in writing must be obtained for the use of any alternative to the specification before the submission of Tenders otherwise the specified materials, fittings, finishing's, etc. will be as assumed to have been allowed for in the tender.

The contractor shall take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instructions after consultation with the manufacturer's authorised representative.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

26.2 MODE OF PROCEDURE

The Contractor shall provide, at the first site meeting, a computer generated critical path programme for each section of the project. The programme shall be prepared in sufficient detail to enable the principal agent to assess the weekly progress of the works. The programme must clearly indicate the lead times for procurement and off-site manufacture where appropriate and key dates for information required and for the appointment of nominated and/or selected and/or domestic and/or direct sub-contractors. The programme and level of detail shall be to the entire satisfaction of the principal agent.

No change is to be made to the programme without the approval of the Principal Agent, who shall be entitled to instruct the contractor to update and modify the programme in accordance with site circumstances, if applicable.

The programme is to be subject to the approval of the Principal Agent but such approval shall in no way relieve the contractor of his sole responsibility for the proper programming and seeing to the progress of the works and the timeous completion thereof.

The programme is to be prominently displayed in the site office and copies of the programme and its supporting documentation together with all amended programmes shall be handed to the Principal Agent.

The Contractor will be required to maintain, in addition to the main programme referred to above, a comprehensive fortnightly bar-chart programme expanded to reflect anticipated daily activities for the ensuing fourteen (14) days.

26.3 LABOUR RECORD

At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day.

26.4 WARRANTIES

The Contractor undertakes to perform the work in accordance with the terms and the conditions of the contract, in a workmanlike manner, which shall include but not be limited to, complying with the manufacturers/suppliers' specifications, if applicable, in respect of goods, methods, or materials used in the performance of the work.

The Contractor further warrants that they shall use only new merchantable materials, fit for their intended purpose, as well as supervision, labour and equipment which are fit for the purpose for which they are intended.

26.5 EXISTING SERVICES

The Contractor shall consult the Principal Agent before disconnecting any services. The Contractor shall take special care not to damage any existing services that could have been foreseen or what have been shown to him by the Principal Agent or Employer's representative. Damage to this services shall be for the contractor's account.

26.6 PLANT RECORD

At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

26.7 MANUFACTURER'S RECOMMENDATIONS

All commodities are to be handled, stored, used, applied and/or fixed in strict accordance with the manufacturer's instructions and recommendations and after consultation with the manufacturer's authorised representative. Should these instructions and/or recommendations conflict with other specified requirements the Principal Agent must be notified timeously.

26.8 COMMODITIES TO BE NEW

All commodities, goods, articles or materials throughout the building are to be new except where re-use of existing is specified and are to be handled, stored, used, and/or fixed with care to ensure that they are in perfect condition when incorporated in the works and thereafter properly protected so as to ensure that they are likewise in perfect condition when handed over at completion of the works.

26.9 STANDARD OF WORKMANSHIP AND MATERIALS

In the absence of detailed specifications for any item or items, National Building Regulations, the latest applicable South African Bureau of Standard (SABS) specifications, or where such does not exist, then the latest applicable British Standard Specification (BS) shall apply.

26.10 OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor shall comply with the requirements as stated in the Occupational Health and Safety Manual for construction as prepared by BIFSA or the Occupational Health and Safety Specification, if included as part of the contract documents and for the duration of this contract be deemed to be the mandatory of the employer for the purposes of the Occupational Health and Safety Act No. 85 of 1993, and shall prior to taking occupation of the site, satisfy the employer by means of written representations confirming compliance with the relevant requirements of the said act.

Acceptance by the employer of the contractor's written representations in terms of the above shall constitute an agreement in writing to the arrangements and procedures between the parties to ensure compliance by the contractor, with the provisions of the act referred to herein, for the purpose of section 37(2) of the said act.

The employer shall at all times have the right to summarily suspend the performance of the contractor hereunder pending compliance by the contractor with any requirement, regulation and/or direction referred to.

The employer shall be entitled to set-off against any amount owed to the employer by the contractor hereunder any loss or damage suffered by it (the employer) as a result of suspension of the contractor's performance in the circumstances envisaged above.

For the sake of clarity, it shall be deemed that the BIFSA documentation shall only apply in instances where no other Occupational Health and Safety Specification is included as part of the contract documents.

26.10 GUARANTEES AND MAINTENANCE INSTRUCTIONS AND/OR MANUALS

The Contractor shall obtain and hand over to the Principal Agent on practical completion, all relevant guarantees, any operating and maintenance instruction manuals, data or instructions required by the Principal Agent or provided by manufacturer's or suppliers.

The Contractor shall ensure that all warranties and guarantees are received and fully ceded to the Employer on final completion.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

26.11 PUBLICATIONS AND ADVERTISING

The Contractor shall not publish or cause to be published, any papers, articles or information relating to this contract nor display or permit to be displayed any advertisements on the site or elsewhere, in connection with this contract, without the prior permission, in writing, of the Principal Agent. The Contractor shall be responsible for the observance of this clause by his employees and sub-contractors.

26.12 REPORTING OF ACCIDENTS

In addition to any statutory obligations, the contractor shall, as soon as practicable, report to the principal agent every occurrence on the works or the site causing damage to the property or injury or death to any individuals. If required by the Principal Agent, the Contractor shall submit a report in writing to the Principal Agent within forty eight (48) hours of such incident setting out full details of the occurrence.

The Principal Agent shall have the right to make any enquiries either on the site or elsewhere as to the cause and results of any such occurrence and the Contractor shall make available to the Principal Agent the necessary facilities for carrying out such enquiries.

26.13 CONFIDENTIALITY

The Parties agree to consider information obtained from each other during the course of this Agreement as confidential information, and shall maintain such information as confidential indefinitely after the expiry or termination of this Agreement.

26.14 AS BUILT DRAWINGS

The Contractor shall accurately record the details of the electrical, mechanical, security, fire installation, water reticulation details, contractor breaks, etc., on drawings and issue same to the Principal Agent and the relevant agent for record purposes.

26.15 FALSE DECLARATION

All information provided by the contractor is accepted in good faith as being true and accurate. Any false declaration or intentional omission of relevant facts shall be reported to the employer, which on receipt of such report may elect to exercise its (the employer's) rights in terms of common law and/or the contract, as applicable.

26.16 REGULATIONS

The work shall be carried out in accordance with the requirements of local Authority Regulations that may be applicable.

The contractor shall if necessary, give notice and pay all fees, costs and rates as may be required by the Local Authority.

26.17 CONTRACTOR'S YARD, LATRINES, TELEPHONES, ETC.

The Contractor shall liaise with the Principal Agent with regard to storage space for plant, equipment, etc.

The Contractor is responsible for security of his equipment and materials used during the contract.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

26.17 CONTRACTOR'S YARD, LATRINES, TELEPHONES, ETC. (CONTINUED)

No alcohol or drugs will be allowed on site neither will any person be admitted to the site if the Principal Agent has any reason to believe that such person is under influence of alcohol or drugs.

The Contractor is to provide temporary sheds, latrines and telephones, etc. for the duration of the project. These facilities must be available for use to the professional team and all Contractors involved on the project.

26.18 DUST AND NOISE POLLUTION

The Contractor shall take all reasonable measures to minimise any dust and nuisance and inconvenience as a result of the execution of the works. The Contractor shall use suitable and effective silencing devices for pneumatic tools and other plant that would otherwise cause a noise level exceeding the level laid down by the Local Authority.

26.19 NOTICES, SIGNS AND ADVERTISEMENTS

The Employer reserves the right to erect notices, signs and advertisements on the site or in the vicinity of the site. The Contractor is not entitled, without written approval by the Principal Agent, to display any signboard of his own. He must however allow for the standard signboard, if required by the employer.

26.20 CESSIONS

Neither of the Parties may cede, delegate, assign or make over any of its rights and/or obligations in terms of this Agreement to any other third party without the prior written consent of the other Party.

26.21 ACCESS FOR PERSONNEL

No unauthorised persons are allowed on site unless authorised by the Principal Agent in writing. No persons are allowed access to any portion of the existing buildings, if applicable, other than the agreed entrance and exit routes, unless authorised by the Principal Agent in writing.

26.22 SAFETY HELMETS

The Contractor shall provide and keep on site an adequate supply of clean safety helmets for the use of all professional personnel and all authorised visitors.

26.23 SPECIAL TASKS

The Employer shall have the right to employ other Contractors to execute any special tasks whether contained in this contract or not, concurrently with the works being executed under this Contract.

The Contractor shall not be entitled to any profit and/or builder's discount on the value of any work executed by other contractors but shall nevertheless allow these other contractors and the Employer's employees to have access to the works, allocate reasonable space for the storage of their materials, tools and equipment.

Without in any way detracting from the generality of or limiting the above, the Contractor is advised that the special tasks will be carried out by the Employer and other contractors and the value of such work shall not be included in this contract.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

26.24 OVERTIME

The Contractor is to note that all rates are inclusive of overtime work allowance and no additional costs for overtime work will be entertained.

26.25 INTERPRETATION OF THE DRAWINGS, SPECIFICATIONS AND BILLS OF QUANTITIES.

The Contractor shall be held solely responsible for and shall, at his own expense, rectify any errors arising out of the incorrect interpretation of the Drawings, Specifications, Bills of Quantities or Instructions.

Should any part of the Drawings, Specifications or Bills of Quantities not be clearly intelligible to the Contractor, or the material or articles to be used in the execution of the works be considered insufficiently described or the manner in which the work is to be carried out not clear, the Contractor must obtain from the Principal Agent the necessary information to clarify such Drawings, Specifications, Bills of Quantities or Instructions, which request shall be in writing.

All drawings, whatever their origin, are to be issued to the site or to any other person or persons only through the principal agent's office and shall bear the principal agent's office stamp and signature and an up to date register of all drawings issued to the contractor shall be kept on the works. Any other drawings used on the site will be used at the contractor's risk and should any work be incorrect due to the use of unauthorized drawings the cost of rectifying such work shall be for the contractor's account.

26.25 INTERPRETATION OF THE DRAWINGS, SPECIFICATIONS AND BILLS OF QUANTITIES (CONTINUED)

All drawings used on the works shall be properly mounted on suitable sheet material or otherwise protected and kept in good condition. Any drawings becoming bleached or otherwise obscured so that they cannot be properly read shall be returned to the Principal Agent for replacement, as any errors due to misreading of damaged or obscured drawings shall be made good by the Contractor at his own expense.

26.26 WORKING DAYS AND HOURS

The Tenderer is advised that the definition of "Working Days" has been amended to include Saturday and Sunday as normal working days. Further, the working hours shall mean 24 / 7 (twenty four hours a day for seven days a week for the complete duration of the contract). The Tenderer is to allow for all costs associated with this clause and is to allow for same in his Construction Programme.

26.27 JOBBING AND SITE RECORDS

Each trade shall perform all necessary jobbing and attendance and shall make good after all other trades.

Site records

The contractor shall keep a record in triplicate on site, the following:

- A daily record of work done.
- A daily record of all visits to site by any of the Employer's Agents.
- A daily record of all contract instructions issued by the Principal Agent and/or any other Agent.
- Copies of these records are to be forwarded to the Principal Agent on a weekly basis.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

26.28 SUPERVISION BY EMPLOYER'S AGENTS

Supervision by the Principal Agent and other Agents is intended as a means of checking the interpretation of work done and providing clarification and further information where required during the progress of the work. Supervision shall not in any way relieve the Contractor of his responsibility for ensuring that the work is carried out satisfactorily in all aspects, in good time and in accordance with the contract.

Although the Principal Agent and other Agents will make spot checks from time to time on dimensions and levels as the work proceeds, checking of the setting out, dimensions, levels and positioning of all items is the contractor's responsibility and should any errors occur during the course of or be found after completion of the works, the cost for remedying same will be for the Contractor's account.

26.29 PARTNERING

The Employer, its agents and the Contractor shall act as stated in the contract and in the spirit of mutual trust and co-operation. In this regard, it is a specific requirement that all the contractor's personnel provide reasonable assistance that may be required by the employer and/or its agents in order for them to assist in bringing the works to completion with due skill, diligence, regularity and expedition. In turn, the employer and its agents shall also provide assistance to the contractor to execute the works with due skill, diligence, regularity and expedition.

26.30 COPIES OF REVISED DRAWINGS ISSUED AS CONTRACT INSTRUCTIONS

The Contractor acknowledges that only one copy of any revised drawings shall be issued as contract instructions. In this regard, it shall be the contractor's responsibility for producing any additional copies that may be required for either internal use or for issue to any sub-contractor/s. It shall be deemed that the contractor has allowed for all costs necessary to ensure compliance with this clause in the contract amount

26.31 CONTRACTOR TO DELAY ACTIVITIES AT THE REQUEST OF THE PRINCIPAL AGENT

The Contractor may be called upon from time to time to cease certain building activities as required by the Employer. In this regard, the contractor shall cease such activities for the period as agreed with the Principal Agent. In this regard, the Contractor shall provide all reasonable assistance necessary to ensure compliance with this clause as well as to minimize the impact of such a request.

26.32 PROVISIONAL SUMS AND BUDGETARY ALLOWANCES

These amounts have been included in the contract sum where the work has not been defined at the date of tender. It is intended that once the scope is defined, tenders will be invited in terms of the process outlined below with a view to these works being awarded as nominated / selected subcontract works.

- The specialist consultant responsible for the specific work package will prepare documentation which is to include drawings, specification and schedule of quantities that define the scope of the works all in accordance with the principal building agreement.
- The Quantity Surveyor will prepare the necessary tender document.
- The Principal Agent will arrange for inviting prospective Tenderers to collect documents subject to the payment of a non-refundable document fee, if applicable.
- The Quantity Surveyor will arrange to issue the tender documents from their offices and take receipt of the amounts paid.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

26.32 PROVISIONAL SUMS AND BUDGETARY ALLOWANCES (CONTINUED)

- The tenders for the works will be submitted to the Quantity Surveyor's office in terms of the tender closing times stipulated, unless otherwise agreed in writing.
- The Quantity Surveyor will prepare an initial financial evaluation report of the tenders and circulate to the Principal Building Contractor, the Principal Agent, the Empowerment Consultant, if applicable, and the relevant technical consultants for information and to enable them to prepare any necessary additional reports, all of which are to be submitted to the Principal Agent.
- The Principal Agent will prepare a draft report, discuss with the principal Building Contractor to get their approval and finally circulate the draft to the other consultants for final comment. Thereafter the Tender Report with recommendations will be finalised by the Principal Agent, circulate to the Employer for approval. On approval, the recommendation together with any instructions of award will be issued to the Principal Contractor who will be responsible for appointing the relevant party as a sub-contractor.

26.33 SITE ACCESS FOR AND MANAGEMENT OF DIRECT CONTRACTS

The Contractor shall allow direct contractors appointed by the Employer to access the site to execute work which does not form part of the Principal Building Agreement, concurrently with that of its (the principal building contractor), work. In this regard, the Contractor shall provide any necessary assistance (e.g. ensuring placement of material orders, monitoring the manufacturing process, monitoring of raw materials availability, Programming of works, etc.), to the Principal Agent in respect of management of any direct contracts. In this regard, is shall be deemed that all allowances have been made in the contract amount to ensure compliance with this clause.

26.34 AVAILABILITY OF MANAGEMENT PERSONNEL

It shall be deemed that the Contractor has allowed in the contract amount for the Contracts Manager, Project Planner, Senior Quantity Surveyor and a responsible representative for the management of direct contracts, throughout the direction of the contract. Such persons are to be available to attend meetings to resolve any contractual and other related issues within 4 (four) hours on receipt of notice, either written or verbal, from the Principal Agent.

26.35 COMMISSIONING

The Contractor is referred to the special attendance items in the schedule of variables.

26.36 ENVIRONMENTAL QUALITY

The Contractor shall at all times during the construction period ensure that the construction site complies with the statutory obligations in terms of fire, ventilation (smoke, exhaust fumes, etc.), =air quality, temperature, water quality, sanitation, hygiene, etc., as well as any requirements set out in an environmental management plan, if available.

26.37 ORDERING OF MATERIALS

Should the Contractor utilize the Bills of Quantities for ordering materials, it shall be entirely at its (the contractor's) own risk.

The Contractor shall take all reasonable steps to ensure that the specified materials and components required for the works are available for construction in accordance with the applicable construction programme.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

26.37 ORDERING OF MATERIALS

Should any of the materials and components be available or likely to be unavailable when required, the Contractor shall without delay notify the Principal Agent, in writing, who shall decide on the procedure to be followed.

26.38 ENCROACHMENTS

After the site boundaries or beacons have been pointed out to the Contractor, if (the contractor) is to notify the Principal Agent if any encroachments of adjoining foundations, buildings, structures, pavements, etc., exist, so that the necessary arrangements can be made for the rectification of any such encroachment.

During the course of the building operations, the Contractor will be held entirely responsible for any encroachment onto any adjoining properties or servitude's and the cost of any remedial measures as required by the Principal Agent shall be borne by the Contractor unless the principal agent shall decide otherwise.

26.39 DOCUMENTS

Should any part of a drawing not be clearly intelligible to the Contractor or the manner in which the work is to be carried out not be clear, the Contractor shall request the Principal Agent to clarify his requirements, which request and reply shall be in writing, failing which the Contractor will be held responsible for any incorrect interpretation and shall, at his own expense, rectify any errors.

26.40 CONTRACT INSTRUCTIONS

Contract instructions issued on site are to be recorded in the site instruction book which is to be maintained on site by the contractor.

26.41 DOMESTIC SUB-CONTRACTORS

The Contractor shall not be permitted to substitute any domestic sub-contractor proposed at the time of contract award without written permission from the Principal Agent during the contract execution stage. Such permission shall not be unreasonably withheld, provided that the Contractor provides a detailed motivation for the substitution and the principal agent is allowed to verify the motivation with the sub-contractor concerned. Further, the Contractor shall appoint all domestic sub-contractors in terms of clause 23.1 of the Principal Building Agreement. Such appointments shall have similar terms and conditions and identical targets as the Principal Building Agreement.

26.42 INSPECTION OF EXISTING WORKS

It shall be deemed that the Contractor prior to contract commencement has inspected the existing works done to others and has satisfied itself (the contractor) that there are no latent defects and accordingly acknowledges that any defects not pointed out to the Principal Agent at site handover, shall fall under the responsibility of the Contractor to remedy and that the cost for such remedial work is deemed to be included in the contract amount.

26.43 DISPOSAL OF WASTE MATERIAL, ETC.

The Contractor shall provide appropriate equipment (such as chutes, if required), etc., for the rapid removal of waste material, etc., at points as agreed with the Principal Agent in writing. In addition, the Contractor is to provide for adequate waste skips for the disposal of such material to be located in positions as advised by the Principal Agent in writing.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

26.43 DISPOSAL OF WASTE MATERIAL, ETC.(CONTINUED)

The Contractor shall ensure that there is a maximum of a twenty four (24) hour turn-around time for the removal of all full waste skips from site. The Contractor further acknowledges that the Employer reserves the right to appoint others to remove waste material and waste skips from site, should the Contractor fail to meet the twenty four (24) hour turn-around time and that such costs shall be deducted from amounts due to the Contractor.

26.44 DAMAGE TO EXISTING INSTALLATIONS

The Contractor shall be responsible for replacing and/or repairing any existing work damaged by itself and its sub-contractors whilst executing the Contractor at its own cost.

26.45 ACCESS FOR MOVEMENT OF MATERIAL TO THE SITE AND WORK ACCESS

The Contractor acknowledges that it shall only be permitted to move materials and access the works areas at locations/ positions agreed with and documented by the Principal Agent.

It will be deemed that the Contractor has allowed for vertical and horizontal movement, double handling, working under restrictive conditions as may be required for the building works. No claims for extras in this regard will be entertained at any later date.

26.46 LOCAL LABOUR

It is deemed that the Contractor shall as far as possible maximise the use of labour from the area in which the project is located.

26.47 BLACK ECONOMIC EMPOWERMENT

The Contractor shall comply with the Employers Black Economic Empowerment Policies.

26.48 SAMPLES

All material samples and colour samples must be submitted to the Principal Agent for selections and approval of the colour, shape and finish including mechanical, electrical and plumbing equipment that will be visible. The samples shall be provided in a4 size unless otherwise agreed. General samples shall be provided for Principal Agent/Employer to choose from each type of finish.

The Principal Agent/Employer may reject all or part of the submitted samples and request for additional selections if the first submission are not acceptable.

All samples must be kept in a sample room to be provided by the Contractor for reference.

26.49 SAMPLES BOARD

The Contractor shall provide a board(s) of approved samples and make available one set at the site (sample room) and one for the Employer.

26.50 MOCK - UP

The Contractor shall provide a mock – up of all finished surfaces prior to commencement of the relevant work. The Contractor shall only be permitted to commence with the relevant scope of work, on approval of the mock – up by the Principal Agent or its designated representative.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

26.51 SCHEDULE OF DIRECT CONTRACTS

The Contractor is advised that the Employer shall let direct contracts for work that is not part of this contract and the Contractor to provide all access, attendance and co-operation.

26.52 PROVISION OF HOISTING FACILITIES, DUST BARRIERS, ETC.

It shall be deemed that the contract price is inclusive of the following:

- Hard wearing and strengthen dust barriers to be in uniform colour and specification.
- If applicable the provision of all hoarding which must be constructed of new shutterboards (painted black in colour) of equal lengths and heights.
- The provision rubble chutes and waste skips.

26.53 ACCESS PERMITS, UNIFORMS, PPE, ETC

It shall be deemed that the Contractor has included in the contract amount for the provision of access permits for staff and vehicles, uniforms, PPE, identification cards for all personnel accessing the area of the works.

26.54 ENTERPRISE ANSD SUPPLIER DEVELOPMENT (NOT APPLICABLE FOR THIS TENDER)

It is mandatory that the Principal Building Contractor subcontract a minimum of 30% of the Total Tendered Value excluding Provisional Sums, Budgetary Allowances, Risk Allowances, CPAP Allowances, Contingencies and VAT to Exempt Enterprises (EME's) and Qualifying Small Enterprises (QSE's), that is both a minimum of 51% black owned and a minimum of 30% black women owned.

It is mandatory that the subcontractor/s selected by the Principal Building Contractor must be compliant with the following:

- The relevant subcontractor/s must have a proven track record of service delivery within the sub-contracted scope of works, e.g. if plumbing is subcontracted, then it is mandatory that the subcontractor has a proven track record in undertaking plumbing work. CV's of the subcontractors be submitted;
- The relevant subcontractor/s must be compliant in all the relevant statutory requirements which includes inter alia, CIPC Registration documents, BBBEE Certificate, Valid Tax Clearance Certificates or Letter of Authority, relevant Category of CIDB Registration (where applicable) and COID, CSD Registered etc.

Further it is mandatory that in order for a tender to be considered as responsive, a FULLYCOMPLETED, Enterprise and supplier Development Plan must be submitted as part of the bid response in accordance with the Returnable Schedule T2.21.

Note: Enterprise and Supplier Development must be reported on a monthly basis post tender award and is subject to verification / audit.

Note: The Definition of black is as per the definition of the Constitution of South Africa.

Note: the definition of woman is an adult female human being, who is female by birth.

UKZN Reserves the right to make payments due to Enterprise and Supplier Development Sub Contractors directly should UKZN already have made payments to the Principal Building Contractor for the scope of work undertaken by the Enterprise Development Su-Contractors.

PART 3: C.1.2.3 PRINCIPAL CONTRACT DATA - EMPLOYER

The Clause References and Principal Contract Data provided in the table below must be read in conjunction with the Standard JBCC Principal Contract Data Form for Information provided by the Employer. The Contractor is referred to the JBCC Principal Building Agreement Contract Data EC.

CLAUSE REFERENCE	PRINCIPAL CONTRACT DATA
1.1	Employer: University of Kwazulu-Natal Contact: Mr. Lindokuhle Mzolo Address: University of Kwa Zulu-Natal, M.W Makgoba Admin Building, 1st Floor Telephone Number: 031 260 7212 Fax Number: N/A Email address: mzolol@ukzn.ac.za Tax/Vat Registration No.: 4 8 6 0 2 0 9 3 0 5
1.9	No
2.1	Republic of South Africa
2.2	The Works comprises of the Refurbishment of the Greys Hospital Student Doctors and Nurses Accommodation together will ancillary works and detailed on Bills of Quantities.
2.3	The site is situated at the Greys Hospital, in Pietermaritzburg off campus
2.4	February 2018
2.5	Two (2 No.) working day
2.6	No
2.7	Yes
2.8	Yes (1) The site is a "live" site, with staff, students and visitors accessing the buildings and the contractor is to ensure maximum care at all times to prevent damages to people, buildings, plants, etc. (2) The contractor is to limit noise levels so as not to cause any disturbance to the offices and lectures. (3) The contractor is to ensure that its staff and labour force do not trespass into the occupied portions of the building and do not interfere with staff, students and/or visitors. (4) The contractor is to ensure that the facades that are being renovated are adequately protected with secure hoarding to ensure that the other parts of the site are not damaged (5) The contractor is to ensure that the required safety signs with controlled access to the working areas is maintained during the entire construction period.
2.9	N/A
2.10	Yes – The site will be partially operational during construction, tenderers are to allow hoardings barriers etc. deem necessary all care to be taken not to disturb students, staff or any part of the building. No noisy work is to be performed during examinations.
2.11	Yes
2.11.1	Option C

2.11.2	Option C
2.11.3	Option A
2.11.4	Option A
2.12	N/A

PART 3: C.1.2.3 PRINCIPAL CONTRACT DATA – EMPLOYER (CONTINUED)

The Clause References and Principal Contract Data provided in the table below must be read in conjunction with the Standard JBCC Principal Contract Data Form for Information provided by the Employer. The Contractor is referred to the JBCC Principal Building Agreement Contract Data EC.

CLAUSE REFERENCE	PRINCIPAL CONTRACT DATA
3.1	By Employer
3.2	N/A
3.3	By Contractor - For the sum of amount of R10 Million with a deductible of an amount to be selected and payable by the Contractor
3.4	Employer
3.5	N/A
4.1	1 Calendar months after Site Handover. Penalty of R 1 000.00 per Calendar Day.
4.2	N/A
5.1	1 Copy
5.2	No
5.3	Yes, If applicable
5.4	Yes - Refer to Special Conditions of Contract
5.5	N/A- Priced Bills of Quantities to be submitted at Tender Closing
5.6	No
5.7	Refer to Special Conditions of Contract
5.8	10 th of each month
6.0	Refer to Special Conditions of Contract

PART 4: C.1.2.4 SCHEDULE OF VARIABLES

The Clause References and Schedule of Variables provided in the table below must be read in conjunction with the "ASAQS Preliminaries" November 2007

CLAUSE REFERENCE	SCHEDULE OF VARIABLES
10.1	Yes
10.2	Yes
10.3	The Contractor is to verify all dimensions on site and report any discrepancies
10.4	The Contractor is to inspect and document all defects in a form of a report prior to commencing of the works
10.5	The Contractor is to inspect all adjoining structures and document all defects in a form of a report prior to commencing of the works
10.6	Option C – Contractor Cost
10.7	Option C – Contractor Cost
10.8	Telephone – Yes Contractor Cost
	Facsimile – Yes Contractor Cost
	E-mail – Yes Contractor Cost
10.9	Option A - Contractor Cost
10.10	The Contractor is to protect the works undertaken by others from damage during the execution of the contract. The cost of rectification as a result of any damages, should they occur, shall be for the contractor's account.
10.11	Yes The Contractor to provide all hoarding to the area of the works, in accordance with the Principal Agent's instructions, drawings provided, whichever is applicable
10.12	Noisy work and rubble removal to be programmed after hours or on weekends. Noisy work is prohibited during examinations.
10.13	As defined in the Safety, Health and Environmental Specification

PART C2.1: PRICING INSTRUCTIONS

Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

The adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories by insertion of "F", "V", "T" as the case may be against the price in the "rate" column immediately preceding the "amount" column, where "F" denotes a fixed amount (amount not varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount variable in proportion to time.

1 MASSES AND MEASURING UNITS

"These shall be in accordance with the Measuring Units and National Measuring Standards Act No. 76 of 1973 and amendments thereto.

The pages of each of these documents are numbered consecutively and before the Bidder submits his bid he should check the number of pages, and if any are found missing or duplicated, or the figures or writing indistinct, or the documents contain any obvious error, he should apply to the Head: Public Works AT ONCE and have same rectified as no liability whatsoever will be admitted by the Administration in respect of errors in Tender due to the foregoing."

2 PRICES FOR VARIATIONS

Where prices or quotations for variations are submitted by the Contractor during the currency of the Contract, it is to be clearly understood that these are for the purpose of consideration by the Principal Agent and that there is no assumption of acceptance. The Contractor will be notified of acceptance of prices or quotations either by insertion of the amount on the variation order or by written intimation.

3 SCALE

The scale to which the Drawings are made is only to be made use of when no figured dimensions are given either on the Drawings or in the tender documents and the figured dimensions are always to be followed though they may not coincide with the scale of the Drawings, but dimensions where possible are to be taken from the buildings.

4 PROVISIONAL ITEMS

"All items described as ""Provisional"" shall be used as directed by the Employer and measured and valued or paid for.

No work for which ""Provisional"" items are allowed shall be commenced without written instructions from the Principal Agent."

5 TIMELY ORDERING OF MATERIALS

The Contractor is warned to place all orders for materials or special articles as early as possible, as he will be held solely responsible for any delay in the delivery of such goods. Nevertheless this tender is conditional upon no liability being attached to the Contractor if delivery of materials is rendered impossible by reason of any act of the Government.

PART C2.1: PRICING INSTRUCTIONS (CONTINUED)

6 IMPORT PERMITS, DUTIES AND SURCHARGES.

All bids, by means of which imported products are being called for, must use the rate of exchange 14 days prior to the closing date indicated in the bid documents. If this day falls on a weekend or public holiday, the next working day must be used.

Furthermore, Bidders must submit documentary proof (in the form of a certified copy) from their bank or legally recognised financial institution, clearly indicating what the rate of exchange was 14 days prior to the closing date, as mentioned above.

Together with this, the Bidder must confirm that the tender price relating to an imported product, was based on the rate of exchange 14 days prior to the closing date as mentioned above.

7 STANDARD SYSTEM OF MEASUREMENT WHERE BILLS OF QUANTITIES FORM PART OF THE BID DOCUMENTS

The work executed under this Contract has been measured in accordance with the sixth (6th) edition of the "Standard System of Measuring Building Work", including all amendments unless descriptions of items indicate a deviation and it shall be understood that the system of measurement which is herein adopted is the only system of measurement which will be recognised in connection with this contract.

Any contradictions to this system of measurement contained in the "Standard Preambles to all Trades" shall be disregarded (unless same have been accommodated in the system of measurement) but applicable rates shall be included for all requirements stated and not measured separately in compliance with this system.

PART C2.1: PRICING INSTRUCTIONS (CONTINUED)

10 BILLS OF QUANTITIES/LUMP SUM DOCUMENT

The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract documents, the Standard Conditions of Bid, Conditions of Contract, Standard Preambles to all Trades, Specifications, Drawings and all other relevant documentation.

11 VALUE ADDED TAX

The bid price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the Bills of Quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.

12 FIXED PRICE CONTRACT

Bidders are to take note that the contract price adjustments are not applicable to this contract. Bidders should therefore make provision in the Contract Sum, schedule of rates, etc. for possible price increases during the contract period, as no claims in this regard shall be entertained.

BILLS OF QUANTITIES

PART C2.2: **BILLS OF QUANTITIES**

Refer to attached Bills of Quantities. Pages: 94-96



DEPARTMENT OF STUDENT RESIDENCE AFFAIRS

DESCRIPTION OF WORKS: INTERNAL REFURBISHMENT - GREY'S HOSPITAL

LOCATION: 201 TOWNBUSH ROAD, PMB

ITEM	SCOPE OF WORKS	UNIT	QTY	RATE	AMOUNT
	PLUMBING				
1	NURSES' & DOCTORS' QUARTERS - Remove existing bathtubs, make good and prepare to receive new shower.	No	30		
2	NURSES' QUARTERS - Supply & install new shower cubicles in lieu of baths previously removed. Shower bases and walls to be waterproofed, new wastes installed & shower door to be pivot type, floors to have mosaics. Shower mixers and shower heads & all piping included	No	24		
3	DOCTORS' QUARTERS - Supply & install new shower cubicles in lieu of baths previously removed. Shower bases and walls to be waterproofed, new wastes installed & shower door to be pivot type, floors to have mosaics. Shower mixers and shower heads & all piping included	No	6		
4	NURSES' QUARTERS - Single end bowl sink and drainer, size 535 x 1200mm with 75mm high splashback and tiling key on back and one end, set on unit	No	6		
5	DOCTORS' QUARTERS - Single end bowl sink and drainer, size 535 x 1200mm with 75mm high splashback and tiling key on back and one end, set on unit	No	2		
6	Refurbish existing showers - Nurses & Doctors Qtrs	No	24		
7	Remove existing toilet pan, cistern & flush pipe and cart away & replace with New Paragon wall hung W.C. pan with double flap seat, and Hibiscus low level cistern with special flush handle	No	36		
	FLOORING				
8	NURSES' QUARTERS - Remove existing carpeting & cart away to an approved dump site	m2	3024		
Total carried forward to next page					




DEPARTMENT OF STUDENT RESIDENCE AFFAIRS

DESCRIPTION OF WORKS: INTERNAL REFURBISHMENT - GREY'S HOSPITAL

LOCATION: 201 TOWNBUSH ROAD, PMB

ITEM	SCOPE OF WORKS	UNIT	QTY	RATE	AMOUNT
Total brought forward					
9	NURSES' QUARTERS - Supply and fix 2.5mm thick x 300mm x 300mm semi-flexible vinyl tiles manufactured in accordance with SANS 581 and laid in approved acrylic adhesive which has been spread using trowel fitted with an A2 notched blade at a rate of between 5.5m ² and 6.5m ² per litre on a previously prepared Class 1 sub floor in accordance with SANS 10070, using Self Leveller when required, including all cutting and waste. The flooring must be rolled in both directions with an articulated 68kg three-sectional roller immediately after it has been laid into the adhesive. The newly laid floor must, after 72 hours, be stripped using stripper, scrubbed using a diluted solution of Rinse and then sealed with 3 coats of Silk Matt or Gloss Sealer.	m ²	3024		
10	NURSES' QUARTERS - 3 coats wax polish on vinyl flooring	m ²	3024		
11	NURSES' QUARTERS - Supply & lay new floor tiles as per sample on prepared floors	m ²	3024		
12	DOCTORS' QUARTERS - Remove existing carpeting & cart away to an approved dump site	m ²	1154		
13	DOCTORS' QUARTERS - Make good floors where applicable to receive new floor tiles. Floors may require scabbling in some sections and self-levelling screed may be used.	m ²	1154		
14	DOCTORS' QUARTERS - Supply & lay new floor tiles as per sample on prepared floors	m ²	1154		
PAINTING					
Prepare & apply one undercoat & two finishing coat interior quality PVA emulsion paint as SANS Specification 1586 Grade 1 of semi-gloss designation on:					
15	NURSES' QUARTERS - Plastered Walls	m ²	7205		
16	DOCTORS' QUARTERS - Plastered Walls	m ²	2947		
WALL TILING					
17	SABS approved 200 x 200 x 6mm Ceramic tiles in unpolished finish in pattern. Tile adhesive (Ceramic Fix) and grouting (Wall & Floor Grout) and grouting mixed with Tal Bond. Colour of the tile grouting as per specification on walls and including narrow widths.	m ²			
KITCHEN EQUIPMENT					
18	Supply & install new 4 plate stoves with oven	No	17		
19	Supply & install new Microwave ovens	No	12		
CARPENTRY & JOINERY					
20	Allow a Provisional sum of R100 000 for the Replacement of wardrobe doors	Sum		Item	R 100 000,00
21	Allow a Provisional sum of R100 000 for the Replacement of Desks	Sum		Item	R 100 000,00
Total carried forward to next page					

 UNIVERSITY OF KWAZULU-NATAL TM INYUVESI YAKWAZULU-NATALI					
DEPARTMENT OF STUDENT RESIDENCE AFFAIRS					
DESCRIPTION OF WORKS: INTERNAL REFURBISHMENT - GREY'S HOSPITAL					
LOCATION: 201 TOWNBUSH ROAD, PMB					
ITEM	SCOPE OF WORKS	UNIT	QTY	RATE	AMOUNT
Total brought forward					
22	Allow a Provisional sum of R5 000 for Existing timber skirting to be retained, sanded down smooth, paint with pink wood primer and finish with 2 coats plascon velvaglo or equal approved.	Sum		Item	R 5 000,00
IRONMONGERY					
23	Allow a Provisional sum of R80 000 for the supply and fixing of 600 x 20mm thick Rustenburg Granite countertop with square line profile on three edges cut to receive wash hand basins sitting on galvanised mild steel brackets made from 50 x 50 x 4mm hick angle irons bolted to the wall, with 100 x 15mm Rustenburg splashback/skirting, in varying lengths. fixed to the walls using galvanised mild steel brackets.	Sum		Item	R 80 000,00
GLAZING					
24	Allow a Provisional sum of R20 000 Replace window panes	Sum		Item	R 20 000,00
4 mm Silver float glass copper backed mirrors with polished edges holed for and fixed with chromium plated dome capped mirrow screws with rubber buffersto plugs in rickwork or concrete.					
25	Allow a Provisional sum of R20 000 for supply and installation of 1780mm x 600mm high mirrows with four screws	Sum		Item	R 20 000,00
26	Allow a Provisional sum of R23 000 for supply and installation of 2930mm x 600mm high mirrows with four screws	Sum		Item	R 20 000,00
27	Allow a Provisional sum of R50 000 for supply and installation of Crystal Tech White Adjustable Pivot shower doors size 1020mm x 1850mm with frosted glazing	Sum		Item	R 50 000,00
PANEL HEATERS					
28	Supply & install Panel Heaters in each student room	No	167		
ACCESS CONTROL					
29	Allow a Provisional sum of R80 000 for supply and installation of Turnstiles with side gate and Biometric Reader/Scanner	Sum		Item	R 80 000,00
Total carried forward to next page					

PART C3: SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS

The scope of works encompasses the painting, flooring, fixing of joinery, electrical installations, plumbing fittings and repairs where necessary.

The full extent of the works is defined in the Bills of Quantities attached.

C3.2 STANDARD SPECIFICATIONS

The Contractor is referred to the latest edition of:

1. Applicable SANS 2001 Standards for Construction Works.
2. Standard and Model Preambles to All Trades.
3. Supplementary Preambles to the Bills of Quantities including electrical and mechanical installation specifications.
4. Standard System of Measuring Building Work (Sixth Edition).
5. Occupational Health and Safety Specifications.
6. General Conditions of Contract included in the tender document.
7. The JBCC (Joint Building Contracts Committee), Series 2000 Principal Building Agreement – Edition 5.0, Code 2101 – July 2007 as amended in the Special Conditions of Contract.
8. The ASAQS (Association of South African Quantity Surveyors) Preliminaries: November 2007 as amended in the Special Conditions of Contract.

C3.3 PROJECT SPECIFICATIONS

The project specifications are included in the Bills of Quantities and the relevant construction drawings must be read in conjunction with the standard specifications.

PART C4: SITE INFORMATION

C4.1 SITE INFORMATION

The site is situated at the Greys Hospital, in Pietermaritzburg, off Campus. Site access, restrictions and existing structures shall be pointed out during the compulsory tender briefing session.

ANNEXURE A

APPLICATION FROM PROSPECTIVE SUPPLIERS AND SERVICE PROVIDERS TO BE LISTED ON THE EMPLOYER'S CREDITOR MASTER-FILE FOR THE SUPPLY OF GOODS AND SERVICES (IN THE CASE OF JOINT VENTURES, DOCUMENTATION FROM EACH JOINT VENTURE PARTNER IS REQUIRED TO BE SUBMITTED)

ANNEXURE B

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION