

TENDER NO. 106Q/2017/18		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SCM - 512	Approved by Branch Manager: 10/04/2017	Version: 3	Page 1 of 280

CONTRACT DOCUMENT

FOR THE

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

VOLUME 3

(RETURNABLE DOCUMENT)

NOTE:

- The Form of Offer and Acceptance (C1.1) is on page 88 of this document (see also Clause F.2.1.1 – Tenderer's obligations on page 6)
- Table 1: Tender Preference Claim (B-BBEE contribution) is on page 84 of this document

ISSUED BY: DIRECTOR: HUMAN SETTLEMENTS IMPLEMENTATION, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY (TDA) CITY OF CAPE TOWN 12 Hertzog Boulevard CAPE TOWN 8001	For official use. 
	TENDER SERIAL No.:
	SIGNATURES OF CITY OFFICIALS AT TENDER OPENING



October 2017

NAME OF TENDERING ENTITY	Van Horsten Property Holdings (PTY) LTD
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TENDERER TO INDICATE BELOW FOR WHICH PANEL THEY ARE SUBMITTING AN AVERAGE COST PER HOUSE				
Panel 1		Panel 2		Panel 3

Making progress p



CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF
GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

General Tender Information

TENDER ADVERTISED	:	13 October 2017
ESTIMATED CIDB CONTRACTOR GRADING	:	CIDB Grading not required, however tenderers must be appropriately registered with the National Home Builders Registration Council (NHBC)
SITE VISIT/CLARIFICATION MEETING	:	10h00 on 24 October 2017 (Not compulsory but strongly recommended)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Bellville Civic Centre Conference Hall, c/o Voortrekker and Oos Street, Bellville
CLOSING DATE	:	14 November 2017
CLOSING TIME	:	10h00
CLOSING VENUE	:	Tender Box 240 at the Tender & Quotation Box Office, 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
TENDER BOX	:	The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.

If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. The onus remains with the tenderer to ensure that the tender is placed in either the original box or as alternatively instructed.



CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF
GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

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CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

T1.1 Tender Notice and Invitation to Tender

The **CITY OF CAPE TOWN, DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION**, invites tenders for Tender No. 106Q/2017/18: **APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS**

Tenderers must be registered on Supplier Databases as described in the tender conditions.

Tenderers who are not registered on these Supplier Databases are not precluded from submitting tenders, but must however be registered upon being requested to do so in writing and within the period contained in such a request.

Preferences are offered to tenderers who tender in accordance with the Preferential Procurement Regulations, 2017.

The physical address for collection of tender documents is:

Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.

Documents may be collected during working hours between 08:30 – 15:00 from **13 October 2017**.

A non-refundable tender fee of R100.00 payable by crossed cheque made out in favour of the City of Cape Town, is required on collection of the tender documents.

Questions relating to the issue of these documents may be addressed to [REDACTED]

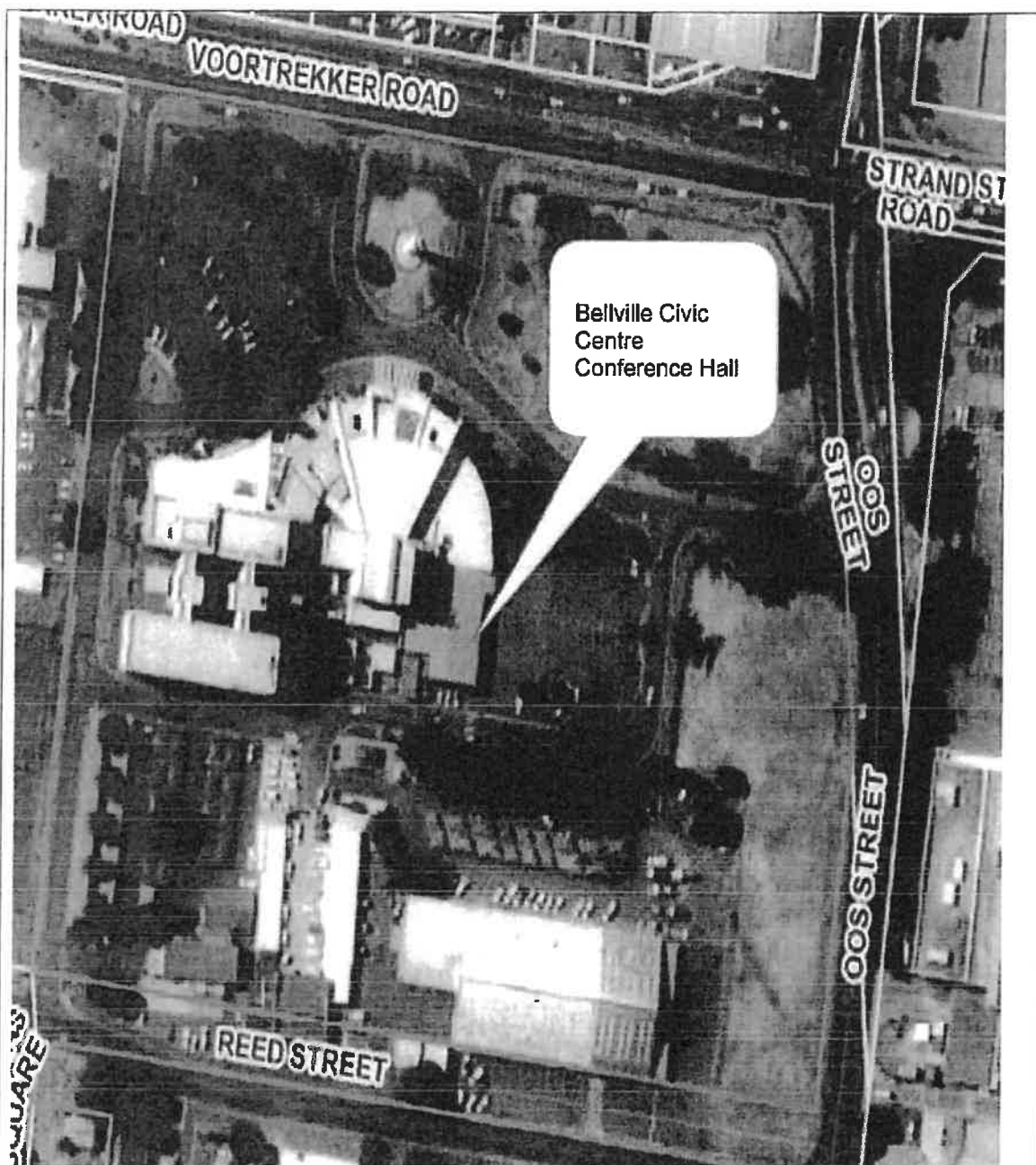
A non-compulsory clarification meeting with representatives of the Employer will take place at Bellville Civic Centre Conference Hall, c/o Voortrekker Road and Oos Street, Bellville, on Tuesday, 24 October 2017 starting at 10:00.

The closing time for receipt of tenders is **10:00 on 14 November 2017**.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that has been issued. Printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer upon request, may be submitted as stated in the Tender Data.

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



CITY OF CAPE TOWN
DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION
CONTRACT NO. 106Q/2017/18
APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF
GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

LOCALITY PLAN – CLARIFICATION MEETING VENUE



CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 of 2015 in Government Gazette No. 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause Number	Tender Data
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F.1	General
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F.1.1	Actions
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F.1.1.1	<i>Add the following:</i>
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The Employer is the City of Cape Town, represented by the **DIRECTOR: TDA - HUMAN SETTLEMENTS IMPLEMENTATION**

F.1.1.2	<i>Add the following clauses after the first paragraph:</i>
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The parties agree that this tender and its acceptance shall also be subject to the terms and conditions contained in the Employer's Supply Chain Management Policy ('SCM Policy').

Abuse of the supply chain management system is not permitted and may result in actions as set out in the SCM Policy.

F.1.2	Tender Documents
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Add the following:

"The following documents form part of this tender:

VOLUME 1: The Principal Building Agreement Edition 6.1, March 2014 as prepared by the Joint Building Contracts Committee Incorporated. This publication is available and tenderers must obtain copies at their own cost.

VOLUME 2: The Model Preambles for Trades 2008 as published by the Association of South African Quantity Surveyors

Volumes 1 and 2 may also be inspected, by appointment, at the offices of the Employer's Agent during normal office hours.

The tender documents issued by the Employer comprise:

VOLUME 3: The Contract Document (this document, which may also be obtained in electronic format), in which is bound:

The Tender

Part T1: Tendering procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender data

Part T2: Returnable Documents

T2.1 List of returnable documents

T2.2 Returnable schedules

The Contract

Part C1: Agreements and Contract Data

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Form of Guarantee for Construction

C1.4 Form of Guarantee for Advance Payment

C1.5 Occupational Health and Safety Agreement

C1.6 Protection of the Environment Declaration

C1.7 Insurance Broker's Warranty

C1.8 Contract of Temporary Employment as Community Liaison Officer

Part C2: Pricing Data

C2.1 Pricing Assumptions

C2.2 Bills of Quantities

Part C3: Scope of Work

C3.1 Description of the Works

C3.2 Engineering

C3.3 Procurement

C3.4 Construction

C3.5 Management

C3.6 Annexes

Part C4: Site Information

C4 Site information (No site information provided in tender document)

VOLUME 4: Drawings (No drawings applicable to this tender – standard specifications are provided for pricing purposes)

Volume 3 is deemed the "Returnable Document" which must be returned to the Employer in terms of submitting a tender offer.

F.1.3 **Interpretation**

F.1.3.2

Delete the clause and replace with the following:

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

F.1.4

Communication and employer's agent

Delete the first sentence of the clause and replace with the following:

Verbal or any other form of communication, from the Employer, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless communicated by the Employer in writing to suppliers by its Director: Supply Chain Management or his nominee.

(The Employer's agent is:

Name:

Address:

City of Cape Town

21 Floor

Civic Centre

12 Hertzog Boulevard

Cape Town 8001

F.1.5

Cancellation and Re-Invitation of Tenders

Delete the fullstop at the end of F.1.5.1 c) and replace with , or Add the following after F.1.5.1 c):

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

F.1.6.2

Competitive negotiation procedure

Add the following to F.1.6.2.1:

A competitive negotiation procedure will not be followed.

F.1.6.3

Proposal procedure using the two-stage system

Add the following between F.1.6.3 and F.1.6.3.1:

		General Foreman - managed and completed 2 or more subsidised housing projects comprising of 500 or more houses per project, in the last 10 years.	5
2. Company track record Refer to Schedule 9 – Supporting documentation (Company Profile and Contactable references) must be appended to Schedule 9.	A list of similar or comparable projects successfully completed by the Tenderer during the last 10 years	No subsidised housing project comprising of 500 or more houses completed within the past 10 years.	0
		Completed at least 1 subsidised housing project, comprising of 500 or more houses, in the last 10 years.	6
		Completed 2 or more subsidised housing projects comprising of 500 or more houses per project in the last 10 years	10

Functionality Criteria Scorecard

APPLICABLE TO PANEL 2 – TENDERERS WHO HAVE SUCCESSFULLY COMPLETED AT LEAST 1 PROJECT CONSISTING OF BETWEEN 200 AND 499 HOUSES. (Note that only those tenderers who qualify in terms of eligibility for Panel 1, may also submit an average cost per house for this panel)

Quality criteria	Description	Experience	Possible Score
1. Experience of Assigned Director, Contract Manager, Site Agent and General Foreman, currently employed by the tenderer. (Key Personnel) Refer to Schedule 12 – Supporting documentation (CV's of the staff members assigned) must be appended to Schedule 12.	Experience of each key staff member in the specific field, who will be assigned to this project	Contract Director – no experience in managing subsidised housing projects comprising of between 200 and 499 houses per project.	0
		Contract Director – managed and completed at least 1 subsidised housing project comprising of between 200 and 499 houses, in the last 10 years.	3
		Contract Director – managed and completed 2 or more subsidised housing projects comprising of between 200 and 499 houses per project, in the last 10 years.	5
		Contract Manager – no experience in managing subsidised housing projects comprising of between 200 and 499 houses per project.	0
		Contract Manager - managed and completed at least 1 subsidised housing project comprising of between 200 and 499 houses in the last 10 years.	3
		Contract Manager – managed and completed 2 or more housing projects comprising of between 200 and 499 houses per project, in the last 10 years.	5
		Site Agent – no experience in managing subsidised housing projects comprising of between 200 and 499 houses per project.	0
		Site Agent - managed and completed at least 1 subsidised housing project comprising of between 200 and 499 houses, in the last 10 years.	3

		Site Agent - managed and completed 2 or more subsidised housing projects comprising of between 200 and 499 houses per project, in the last 10 years.	5
		General Foreman - no experience in managing subsidy housing projects comprising of between 200 and 499 houses per project.	0
		General Foreman - managed and completed at least 1 housing project comprising of between 200 and 499 houses in the last 10 years.	3
		General Foreman - managed and completed 2 or more subsidised housing projects comprising of between 200 and 499 houses per project, in the last 10 years.	5
2. Company track record Refer to Schedule 9 – Supporting documentation (Company Profile and Contactable references) must be appended to Schedule 9.	A list of similar or comparable projects successfully completed by the Tenderer during the last 10 years	No subsidised housing projects comprising of between 200 and 499 houses completed within the past 10 years.	0
		Completed at least 1 subsidised housing project, comprising of between 200 and 4999 houses, in the last 10 years.	6
		Completed 2 or more subsidised housing projects comprising of between 200 and 499 houses per project in the last 10 years	10

Functionality Criteria Scorecard APPLICABLE TO PANEL 3 – TENDERERS WHO HAVE SUCCESSFULLY COMPLETED AT LEAST 1 PROJECT CONSISTING OF BETWEEN 25 AND 199 HOUSES. (Note that only those tenderers who qualify in terms of eligibility for Panel 2, may also submit an average cost per house for this panel) Tenderers qualifying in terms of eligibility for Panel 1 may not submit an average cost per house for this panel)			
Quality criteria	Description	Experience	Possible Score
1. Experience of Assigned Director, Contract Manager, Site Agent and General Foreman, currently employed by the tenderer. (Key Personnel) Refer to Schedule 12 – Supporting documentation (CV's of the staff members)	Experience of each key staff member in the specific field, who will be assigned to this project	Contract Director – no experience in managing subsidised housing projects comprising of between 25 and 199 houses per project.	0
		Contract Director – managed and completed at least 1 subsidised housing project comprising of between 25 and 199 houses, in the last 10 years.	3
		Contract Director – managed and completed 2 or more subsidised housing projects comprising of between 25 and 199 houses per project, in the last 10 years.	6
		Site Agent – no experience in managing subsidised housing projects comprising of between 25 and 199 houses per project.	0
		Site Agent - managed and completed at least 1 subsidised housing project comprising of	3

A two-stage system will not be followed.

Add the following after F.1.6.3.2.2

- F.1.6.4 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court**
- F.1.6.4.1 Disputes, objections, complaints and queries**
In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):
- a) Persons aggrieved by decisions or actions taken by the City of Cape Town in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.
- F.1.6.4.2 Appeals**
- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
 - b) An appeal must contain the following:
 - i) Must be in writing
 - ii) It must set out the reasons for the appeal
 - iii) It must state in which way the Appellant's rights were affected by the decision;
 - iv) It must state the remedy sought; and
 - v) It must be accompanied with a copy of the notification advising the person of the decision
- F.1.6.4.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000**
The sub-clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.
- F.1.6.4.4** All requests referring to sub clauses F.1.6.4.1 and F.1.6.4.2 must be submitted in writing to:
The City Manager - C/o the Manager: Statutory Compliance Unit, Legal Services Department, Corporate Services and Compliance Directorate
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via fax at: 021 400 5963 or 021 400 5830
Via email at: MSA.Appeals@capetown.gov.za
- F.1.6.4.5** All requests referring to clause F.1.6.4.2 3 regarding access to information or reasons must be submitted in writing to:
The City Manager - C/o the Manager: Statutory Compliance Unit, Legal Services Department, Corporate Services and Compliance Directorate
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via fax at: 086 202 9982 or 021 400 5830
Via email at: Access2Info.Act@capetown.gov.za
- F.1.7 City of Cape Town Supplier Database Registration**
Tenderers are required to be registered on the CCT Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.
- Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5). Registration forms and related information are also available on the City of Cape Town's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration).
- F.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration**
Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised

or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address <https://secure.csd.gov.za>.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

F.2 Tenderer's obligations

F.2.1 Eligibility

Delete the heading Eligibility and Replace with Responsiveness Criteria

F.2.1.1 Delete the clause and replace with the following:

Tenderers must submit a tender offer that complies in all aspects to the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared responsive.

Add the following after F.2.1.2:

F.2.1.3 Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.

F.2.1.4 Only those tenders that satisfy the following criteria will be declared responsive:

F.2.1.4.1 Construction Industry Development Board (CIDB) Registration (NOT APPLICABLE)

Only those tenders submitted by tenderers who are registered, or capable of being registered, with an active status with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a CE or GB class of construction work, will be declared responsive. Tenderers must obtain such active status upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.

Joint Ventures are eligible to submit tenders provided that:

- a) every member of the joint venture is registered with an active status with the CIDB;
- b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the CE or GB class of construction work; and
- c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CE or GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

For alpha-numerics associated with the contractor Grading Designations see Annex G attached.

F.2.1.4.1.1 National Home Builders Registration Council (NHBC)

Tenderers must be appropriately registered as Home Builders by the NHBC. Proof of NHBC Registration is required and is to be appended to this document or within the requested time, failing which, the tenderer will be deemed non-responsive. Joint Ventures are eligible to submit tenders provided that each member of the joint venture is registered with the NHBC and provides proof thereof.

F.2.1.4.2 Compliance with requirements of CCT SCM Policy and procedures

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) Full name of entity submitting tender to be provided;
- b) Identification number or company or other registration number to be provided;
- c) Tax reference number to be provided;
- d) VAT registration number (if any) to be provided;
- e) A completed Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed);
- f) A copy of the partnership / joint venture / consortium agreement to be provided;
- g) A completed Declaration of Interest – State Employees to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);

- h) A completed Declaration – Conflict of Interest and Declaration of Bidder's past Supply Chain Management Practices to be provided and which does not indicate any conflict or past practices that renders the tender non-responsive (applicable schedules to be completed);
- i) A completed Certificate of Independent Bid Determination to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- j) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy;
- k) The tenderer's tax matters with SARS are in order;
- l) The tenderer is not an advisor or consultant contracted with the Employer;
- m) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee.
- n) In order to be considered for an appointment in terms of this tender, tenderer's must have an office in the City of Cape Town Municipal Area, or within 100km from the Cape Town CBD, from which they will operate and from which the work will be managed. The physical address of this office is to be indicated on Schedule 1, Part T.2.2: Returnable Schedules and will be regarded as the *domicilium citandi et executandi* for the purposes of any contract arising from this tender submission
- o) The tenderer submits a price per house which is less than or equal to the housing subsidy quantum depicted in the tables below:

COST BREAKDOWN OF A STANDARD FREE STANDING 40 SQUARE METRE DWELLING (Excl. VAT)	
Item	Cost
Earthworks	R 6 707.48
Concrete, Formwork & Reinforcement	R 10 780.37
Brickwork	R 15 528.48
Roof structure	R 8 832.44
Ceiling and Insulation	R 7 311.82
Windows	R 8 083.53
Doors and Frames	R 6 558.00
Finishing and Paintwork	R 10 637.98
Electrical	R 9 958.40
Plumbing and Drainage	R 9 976.38
Sub Total A	R 94 374.88
Preliminaries and General	R 8 578.67
Sub Total B	R102 953.55
Geo-tech Variance	R 6 364.00
SCCCA	R 5 283.00
Total Subsidy Quantum	R114 600.55

COST BREAKDOWN OF A STANDARD FREE STANDING 45 SQUARE METRE DOUBLE STOREY DWELLING (Excl. VAT)	
Item	Cost
Earthworks	R 6 707.48
Concrete, Formwork & Reinforcement	R 10 780.37
Brickwork	R 15 528.48
First Floor Slab and Stairway	R 21 190.00
Roof structure	R 8 832.44
Ceiling and Insulation	R 7 311.82
Windows	R 8 083.53
Doors and Frames	R 6 558.00
Finishing and Paintwork	R 10 637.98
Electrical	R 9 958.40
Plumbing and Drainage	R 9 976.38
Sub Total A	R115 564.88
Preliminaries and General	R 8 578.67
Sub Total B	R124 143.55
Geo-tech Variance	R 6 364.00
SCCCA	R 5 283.00
Total Subsidy Quantum	R135 790.55

**COST BREAKDOWN OF A STANDARD FREE STANDING
45 SQUARE METRE DWELLING FOR DISABLED
PERSONS (Excl. VAT)**

Item	Cost
Foundations	R 11 108.64
Ground Floor Construction	R 12 394.86
External Envelope	R 25 192.99
Roof	R 8 173.37
Ceiling and Insulation	R 8 239.65
Internal Divisions	R 13 959.66
Floor Finishes	R 8 810.30
Internal Wall Finishes	R 20 863.67
Plaster of Internal Walls	R 1 817.55
Windows: Special Low E Clear and Opaque glass	R 4 533.77
Electrical Installation	R 10 579.55
Plumbing and Drainage	R 12 105.04
Site Clearance	R 2 999.30
Sub Total A	R140 778.36
Preliminaries and General	R 12 119.64
Sub Total B	R152 898.00
Geo-tech Variance	R 6 364.00
SCCCA	R 5 283.00
Total Subsidy Quantum	R164 545.00

- p) The tenderer's four (4) key personnel scores the minimum of three (3) points each for experience. (Note: Should any of the Key Personnel score a zero (0) in terms of experience, the tenderer will be deemed Non-Responsive)
- q) The tenderer scores a minimum of six (6) points for company track record. (Note: Should the tenderer score a zero (0) for track record, the tenderer will be deemed Non-Responsive)

F.2.1.4.3

Minimum score for functionality

In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for functionality as stated below.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

No	Description of functionality criteria	Maximum possible points	Minimum required for individual criterion
1	Experience of Assigned Director, Contract Manager, Site Agent and General Foreman (refer to Schedule 12) (Key Personnel)	20	12
2	Company track record of House Building (refer to Schedule 9)	10	6
	Total Minimum Score for functionality		18
	Total Maximum Score for functionality	30	

The minimum score for functionality is 18. Tenderers that fail to achieve the minimum score for functionality will be declared as non-responsive.

Should any of the Key Personnel score a zero (0) in terms of experience, the tenderer will be deemed Non-Responsive.

Should the tenderer score a zero (0) for track record, the tenderer will be deemed Non-Responsive

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture (appended to Schedule 3, Part T2.2: Returnable Schedules).

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

A more detailed explanation of the functionality criteria is given below:

Functionality Criteria Scorecard APPLICABLE TO PANEL 1 – TENDERERS WHO HAVE SUCCESSFULLY COMPLETED AT LEAST 1 PROJECT CONSISTING OF 500 OR MORE HOUSES.			
Quality criteria	Description	Experience	Possible Score
1. Experience of Assigned Director, Contract Manager, Site Agent and General Foreman, currently employed by the tenderer. (Key Personnel) Refer to Schedule 12 – Supporting documentation (CV's of the staff members assigned) must be appended to Schedule 12.	Experience of each key staff member in the specific field, who will be assigned to this project	Contract Director – no experience in managing subsidised housing projects comprising of 500 or more houses per project.	0
		Contract Director – managed and completed at least 1 subsidised housing project comprising of 500 or more houses, in the last 10 years.	3
		Contract Director – managed and completed 2 or more subsidised housing projects comprising of 500 or more houses per project, in the last 10 years.	5
		Contract Manager – no experience in managing subsidised housing projects comprising of 500 or more houses per project.	0
		Contract Manager - managed and completed at least 1 subsidised housing project comprising of 500 or more houses in the last 10 years.	3
		Contract Manager – managed and completed 2 or more housing projects comprising of 500 or more houses per project, in the last 10 years.	5
		Site Agent – no experience in managing subsidised housing projects comprising of 500 or more houses per project.	0
		Site Agent - managed and completed at least 1 subsidised housing project comprising of 500 or more houses per project, in the last 10 years.	3
		Site Agent - managed and completed 2 or more subsidised housing projects comprising of 500 houses or more houses per project, in the last 10 years.	5
		General Foreman – no experience in managing subsidy housing projects comprising of 500 or more houses per project.	0
		General Foreman - managed and completed at least 1 housing project comprising of 500 or more houses per project, in the last 10 years.	3

assigned) must be appended to Schedule 12.		between 25 and 199 houses per project, in the last 10 years.	
		Site Agent - managed and completed 2 or more subsidised housing projects comprising of between 25 and 199 houses per project, in the last 10 years.	6
		General Foreman – no experience in managing subsidy housing projects comprising of between 25 and 199 houses per project.	0
		General Foreman - managed and completed at least 1 housing project comprising of between 25 and 199 houses, in the last 10 years.	3
		General Foreman - managed and completed 2 or more subsidised housing projects comprising of between 25 and 199 houses per project, in the last 10 years.	6
2. Company track record Refer to Schedule 9 – Supporting documentation (Company Profile and Contactable references) must be appended to schedule 9	A list of similar or comparable projects successfully completed by the Tenderer during the last 10 years	No subsidised housing projects comprising of between 25 and 199 houses completed within the past 10 years.	0
		Completed at least 1 subsidised housing project, comprising of between 25 and 199 houses, in the last 10 years.	6
		Completed 2 or more subsidised housing projects comprising of between 25 and 199 houses per project in the last 10 years	12

F.2.1.4.4 Local Content

- a) The supplier shall study the terms and conditions as stated in the Local Content Declaration / Annexure C returnable schedule.

- F.2.1.4.4.1 The stipulated minimum threshold percentages for local production and content for the Electrical and Telecoms Cable sector ("the designated sector") is 90% and will include all sub-sectors from the applicable National Treasury Instruction Note.
- F.2.1.4.4.2 Only tenders with locally produced or locally manufactured raw material or input will be considered. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the Department of Trade and Industry (DTI) (Chief Director: Industrial Procurement, tel. 012 394 3927 and fax 012 394 4927) should there be a need to import such raw material or input.
- F.2.1.4.4.3 A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid.
- F.2.1.4.4.4 The Employer is obliged and must ensure that contracts for the designated sector are awarded at prices that are market related taking into account, among others, benchmark prices designated by the DTI for the sector, value for money and economies of scale. Where appropriate, prices may be negotiated with preferred bidders in accordance with provisions for Negotiation with Preferred Bidders as set out in the City of Cape Town SCM Policy.
- F.2.1.4.4.5 A bid will be declared non-responsive / disqualified if the Local Content Declaration / Annexure C returnable schedules as well as the authorisation letter referred to above (if applicable) are not submitted as part of the bid documentation at the closing date and time of the bid.
- F.2.1.4.4.6 For further information relating to the local production and content legislation, bidders may refer to website http://www.thedti.gov.za/industrial_development/p.jsp, or may contact the Chief Director: Industrial Procurement at the DTI at telephone number (012) 394 3927 and fax (012) 394 4927, the Director: Fleet Procurement, Ms Cathrine Matidza, at telephone number (012) 394 3927 and e-mail CMatidza@thedti.gov.za, or the DTI Contact Centre no 0861 843384.

F.2.1.4.5 Clarification meeting (Non-compulsory)

Tenderers are requested to attend a clarification meeting at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions.

Details of the meeting(s) are stated in the General Tender Information.

F.2.1.4.6 Pre-qualification criteria for preferential procurement

Only those tenderers who meet the following pre-qualification criteria will be declared responsive:

- a) a tenderer having a stipulated minimum B-BBEE status level of contributor of level ??;
 - b) an EME or QSE;
 - c) a tenderer subcontracting a minimum of 30% to:
 - i. an EME or QSE which is at least 51% owned by black people;
 - ii. an EME or QSE which is at least 51% owned by black people who are youth;
 - iii. an EME or QSE which is at least 51% owned by black people who are women;
 - iv. an EME or QSE which is at least 51% owned by black people with disabilities;
 - v. an EME or QSE which is at least 51% owned by black people living in rural or undeveloped areas or townships;
 - vi. a co-operative which is at least 51% owned by black people;
 - vii. an EME or QSE which is at least 51% owned by black people who are military veterans;
- an EME or QSE

Tenderers must fully complete the schedule titled **Schedule of Pre-Qualification Criteria Sub-Contractors** in order for this requirement to be evaluated.

F.2.3 Check documents

F.2.3 *Delete the clause and replace with the following:*

The Tenderer should check the tender documents on receipt for completeness, missing or duplicated pages, indistinct figures or writing and any obvious errors. The Tenderer must notify the Employer's agent at once of any such problems identified

F.2.7 Clarification meeting

Add the following after the second sentence:

The arrangements for the site visit/clarification meeting are as stated on the General Tender Information page and in the Responsiveness Criteria (if applicable).

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

F.2.8 Seek Clarification

Add the following after the first sentence:

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the Employer to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the Employer's SCM Policy.

- d) Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
- e) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- f) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in F.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- g) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

F.2.15 Closing time

Add the following to F.2.15.1 after the first sentence:

F.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.16 Tender offer validity

Add the following to F.2.16.1 after the first sentence:

F.2.16.1 The tender offer validity period is 12 weeks (84 days).

F.2.16.2 *Delete the clause and replace with the following:*

Tender offers shall be deemed to remain valid until formal acceptance by the Employer of an offer at any time after the expiry date of the original tender offer validity period, unless the Employer is notified in writing of anything to the contrary, including any further conditions, by the tenderer.

Any further conditions introduced by the tenderer will be considered at the sole discretion of the Employer.

F.2.17 Clarification of tender offer after submission

Add the following to F.2.17 at the end of the third sentence:

A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.

F.2.18 Provide other material

Delete the following word in F.2.18.1:

F.2.18.1 notarized

Add the following to F.2.18.1 at the end of the first paragraph:

Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT exceeds R 10 million:

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
- b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

Add the following after F.2.18.2:

F.2.18.3 Tenderers shall fully cooperate with the Employer's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the Employer.

F.2.18.4 Failure to fully cooperate could result in a tender being declared as non-responsive.
Compliance with Occupational Health and Safety Act, 85 of 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender or upon request, appended to Schedule 18: Health and Safety Plan in T2.2 : Returnable Schedules, a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.5 Management in the Scope of Work.

F.2.23 Certificates

Add the following after the first sentence:

The tenderer is required to submit the following:

F.2.23.1 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the Employer at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the Compulsory Enterprise Questionnaire

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

Tenderers are to note that the Employer will not award a contract to a Tenderer whose tax matters are not in order.

F.2.23.2 Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

Tenderers are further referred to the content of the Preference Schedule for the full terms and conditions applicable to the awarding of preference points.

The applicable code for this tender is the Amended Codes of Good Practise (Generic Scorecard) unless in possession of a valid sector certificate.

The tenderer shall indicate in Section 4 of the Preference Schedule the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

Add the follow new clause after F.2.23.2

F.2.24 Proposed Deviations and Qualifications

Where the tenderer cannot tender in all respects in accordance with the provisions contained in the tender documents, all deviations therefrom shall be clearly and separately listed in the schedule titled Proposed Deviations and Qualifications by Tenderer in T2.2 Returnable Schedules, or in a tenderer's covering letter expressly referenced in this schedule.

The tenderer accept that the Employer will examine such deviations in terms of clause F.3.8.2 and shall not be bound to accept any such deviations or qualifications.

It must be clearly stated by the tenderer whether the sum tendered in the Tender Offer includes for all such deviations or qualifications listed or referred to in the schedule titled Proposed Deviations and Qualifications by Tenderer or not.

The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the tenderer arising from any alleged ambiguity or uncertainty contained in the tender document.

F.2.12 Alternative tender offers

F.2.12.1 *Add the following to F.2.12.1 at the end of the first sentence:*

If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a separate set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope on a separate Form of Offer, both clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

While it is not necessary to duplicate all parts of the main tender offer, the alternative tender offer shall be supported by the following documents as applicable:

- a) the schedule that compares the alternative(s) offered with the requirements of the issued tender documents
- b) preliminary designs, calculations, drawings and all other pertinent technical information and characteristics must be submitted with the alternative tender offer, in order to enable the Employer to evaluate the efficacy of the alternatives proposed
- c) revised Bills of Quantities, or parts thereof, highlighting the changes made, together with a revised Summary, the total of which has been carried to the Form of Offer
- d) details of any proposed amendments to the Pricing Assumptions

F.2.12.3 *Add the following to F.2.12.1 at the end of the first sentence:*

An alternative of the highest ranked acceptable main tender offer that is priced higher than the main tender offer may be recommended for award, provided that the ranking of the alternative tender offer is higher than the ranking of the next ranked acceptable main tender offer.

The Employer's costs in confirming the acceptability of the alternative offer will be, *inter alia*, taken into account in considering the alternative offer.

The Employer will not be bound to consider alternative tenders and shall have sole discretion in this regard.

In the event that the alternative is accepted, the Contractor shall accept full responsibility that the alternative offer complies in all respects with the Employer's standards and requirements.

F.2.13 Submitting a tender offer

F.2.13.1 *Add the following to F.2.13.1 at the end of the first sentence:*

Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

F.2.13.3 *Add the following to F.2.13.3 at the end of the first sentence:*

Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nought) copies.

F.2.13.5 *Add the following to F.2.13.5 at the end of the first sentence:*

The tender submission details are all described on the General Tender Information page.

F.2.13.6 *Add the following to F.2.13.6:*

A two-envelope procedure will not be followed (F.3.5).

F.2.13.10 *Add the following after F.2.13.9:*

By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

F.2.13.11 The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- a) Electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
- b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- c) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in F.2.13.2.

F.3 The Employer's undertakings

F.3.2 Issue Addenda

Delete the words "three days" from the first sentence and replace with:

"five working days where possible"

Add the following to F.3.2 at the end of the paragraph:

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

F.3.4 Opening of tender submissions

Add the following to F.3.4.2 at the end of the paragraph:

The location for opening of the tender offers is the Tender Submission Office at the address as stated on the General Tender Information page.

F.3.8 Test for responsiveness

F.3.8.2 Delete par F.3.8.2 (c)

Replace the final sentence of F.3.8.2 with the following:

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

F.3.8.3

Add the following after clause F.3.8.2

The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

F.3.9 Arithmetical errors, omissions and discrepancies

Add the following after clause F.3.9.2

F.3.9.3

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer in accordance with this clause.

Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive.

F.3.10 Clarification of a tender offer

Delete the clause and replace with the following:

F.3.10

The Employer may, after the closing date, request additional information or clarification from tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

Add the following paragraph below the heading:

The preference point system applicable to this tender is either the 80/20 or 90/10 preference point system and the lowest acceptable tender for each panel will be used to determine the applicable preference point system.

F.3.11.3(3) Add the following after par F.3.11.3(3):

In addition, the following deemed B-BBEE Status Level of Contributor can be attained and such tenderers must be awarded the appropriate number of points:

In respect of Exempted Micro Enterprises (EMEs):

Black Ownership of EME	Deemed B-BBEE Status Level of Contributor
less than 51%	4
at least 51% but less than 100%	2
100%	1

or, in respect of Qualifying Small Enterprises (QSEs):

Black Ownership of QSE	Deemed B-BBEE Status Level of Contributor
at least 51% but less than 100%	2
100%	1

F.3.11.3(4) Delete the heading and replace with the following:
The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million

F.3.11.3(4)(a)(i) Delete the first sentence of par F.3.11.3(4)(a)(i) and replace with the following:

(4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price tender) with a rand value equal to, or above R 30'000 and up to Rand value of R50'000'000 (all applicable taxes included):

Delete the text under the formula and replace with the following:

Where

Ps = Points scored for price of tender or offer under consideration;

Pt = Price of tender or offer under consideration; and

Pmin = Price of lowest acceptable tender or offer.

F.3.11.3(4)(a) Amend the number of points for status level 3 as follows:

B-BBEE status level of contributor	Number of points
3	14

F.3.11.3(5) Delete the heading and replace with the following:
The 90/10 preference point system for acquisition of services, works or goods with a Rand value above R50 million

F.3.11.3(5)(a)(i) Delete the first sentence of par F.3.11.3(5)(a)(i) and replace with the following:

(5) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price tender) with a rand value above R50'000'000 (all applicable taxes included):

Delete the text under the formula and replace with the following:

Where

Ps = Points scored for price of tender or offer under consideration;

Pt = Price of tender or offer under consideration; and

Pmin = Price of lowest acceptable tender or offer.

F.3.11.3(5)(a) Amend the number of points for status level 3 as follows:

B-BBEE status level of contributor	Number of points
3	6

F.3.11.7 *Delete the text in the final row of the table and replace with the following:*

- | | |
|---|--|
| a | <p><i>P_m is the offer of the most favourable offer.</i></p> <p><i>P is the offer of the tender offer under consideration.</i></p> |
|---|--|

F.3.11.7 **Scoring Financial Offers**
Add the following:
The financial offer will be scored using Formula 2 (Option 1).

F.3.11.8 **Scoring Preferences**
Add the following:
Points will be awarded to tenderers who are eligible for preferences in terms of the Preference Schedule (where preferences are granted in respect of B-BBEE contribution) which is included in T2.2 Returnable Schedules.

The terms and conditions of the Preference Schedule shall apply in all respects to the tender evaluation process and any subsequent contract.

F.3.11.10 *Add the following after F.3.11.9:*
Risk Analysis
Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:
a) reasonableness of the financial offer
b) reasonableness of unit rates and prices

The conclusions drawn from this risk analysis will be used by the Employer in determining the acceptability of the tender offer in terms of F.3.13 b).

F3.13 **Acceptance of tender offer**
Delete F.3.13 and replace with the following:
Accept the tender offer, if in the opinion of the employer, it does not present any material risk and only if the tenderer:

a) *Delete F.3.13 a) and replace with the following:*
Is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system., preventing participation in the employer's procurement.

If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).

F.3.16 **Notice to unsuccessful tenderers**
Replace the heading above with:
Notice to successful and unsuccessful tenderers

F.3.16.1 *Delete the clause and replace with the following:*
Before accepting the tender of the successful tenderer the Employer shall notify the successful tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice.

F.3.16.2 *Delete clause F.3.16.2 and replace with the following:*
The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

F.3.17 **Provide copies of the contract**
Add the following after the first sentence:
The number of paper copies of the signed contract to be provided by the Employer is one.

F.3.19 *Add the following after F.3.19*
F.3.20 **Negotiations with preferred tenderers**
The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:
a) does not allow any preferred tenderer a second or unfair opportunity;
b) is not to the detriment of any other tenderer; and
c) does not lead to a higher price than the tender as submitted.

If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT.

Minutes of any such negotiations shall be kept for record purposes.
The provisions of this clause will be equally applicable to any Invitation to negotiate with any other tenderers.

In terms of the PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

Annex F
(normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

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

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F.1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data requires that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

F2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

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

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

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

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

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

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked —financial proposal and place the remaining returnable documents in an envelope marked —technical proposal. Each envelope shall state on the outside the employer's

address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

tender data.

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated

in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main tender offer only.

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

- ii) the summation of the prices.

F3.9.2 The employer must correct the arithmetical errors in the following manner:

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million

4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price tender) with a rand value equal to, or above R 30 000 and up to Rand value of R 1 000 000 (all applicable taxes included):

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

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

$P_{\min}$ = Comparative price of lowest acceptable tender or offer.

4) (a)(ii) An employer of state may apply the formula in paragraph (i) for price tenders with a value less than R30 000, if and when appropriate:

4) (b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20 ✓
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

4) (c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

4) (d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

4) (e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million

(5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

90/10

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

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

$P_{\min}$ = Comparative price of lowest acceptable tender or offer.

(5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B- BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

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

$$NFO = W_1 \times A$$

where: NFO is the number of tender evaluation points awarded for price.
 W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.
 A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_Q / M_S$$

where: S_Q is the score for quality allocated to the submission under consideration; M_S is the maximum possible score for quality in respect of a submission; and W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F3.17 Provide copies of the contracts

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

F3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

F3.19.1 The cldb prescripts require that tenders must be advertised and be registered on the cldb i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

Annex G
(normative)

Alpha-numerics associated with the Contractor Grading Designations

Table G1: Contractor grading designations and associated parameters

Contractor Grading Designation	Tender Value Range designation	Maximum value of contract that a contractor is considered capable of performing (R)
1 (class of construction works)	1	200 000
2 (class of construction works)	2	650 000
3 (class of construction works)	3	2 000 000
4 (class of construction works)	4	4 000 000
5 (class of construction works)	5	6 500 000
6 (class of construction works)	6	13 000 000
7 (class of construction works)	7	40 000 000
8 (class of construction works)	8	130 000 000
9 (class of construction works)	9	No Limit

Table G2: Classes of construction work (see next page)

Table G2: Classes of construction work

Description	Designation	Definition	Work types	Examples
Civil engineering works	CE	Construction works that are primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and engineering infrastructure	Water, sewerage, roads, railways, harbours and transport, urban development and municipal services	Structures such as a cooling tower, bridge, culvert, dam, grand stand, road, railway, reservoir, runway, swimming pool, silo or tunnel The results of operations such as dredging, earthworks and geotechnical processes. Township services, water treatment and supply, sewerage works, sanitation, soil conservation works, irrigation works, storm-water and drainage works, coastal works, ports, harbours, airports and pipelines.
Electrical engineering works (infrastructure)	EP	Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure: a) relating to the generation, transmission and distribution of electricity;	Electrical power generation, transmission, control and distribution equipment and systems.	Power generation Street and area lighting Substations and protection systems Township Reticulations Transmission Lines Supervisory control and data acquisition systems
Electrical engineering works (buildings)	EB	Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation	All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction	Electrical installations in buildings Electrical reticulations within a plot of land (erf) or building site Standby plant and uninterrupted power supply Verification and certification of electrical installations on premises
General building works	GB	Construction works that: a) are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or b) cannot be categorised in terms of the definitions provided for civil engineering	Buildings and ancillary works other than those categorised as being: a) civil engineering works; b) electrical engineering works; c) mechanical engineering works; or d) specialist works.	Buildings for domestic, industrial, institutional or commercial occupancies Car ports Fences other than classified as SS Stores Walls

Description	Designation	Definition	Work types	Examples
Mechanical engineering works	ME	Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and materials handling	Machine systems including those relating to the environment of building interiors. a) gas transmission and distribution systems b) pipelines c) solid waste disposal d) materials handling, lifting machinery, heating, ventilation and cooling, pumps e) continuous process systems f) chemical works, metallurgical works, manufacturing, food processing such as that in concentrator machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances or other chemical processes.	Air-conditioning and mechanical ventilation Boiler installations and steam distribution Central heating Centralised hot water generation Cranes and hoists Dust and sawdust extraction Compressed air, gas and vacuum installations Conveyor and materials handling installations Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical processes Kitchen equipment Laundry equipment Lift installations and escalators Refrigeration and cold rooms Waste handling systems (including compactors)
Specialist works	SB SC SD SE SF SG SH SI SJ	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The extension, installation, repair, maintenance or renewal, or removal, of asphalt The development, extension, installation, removal, and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic) Demolition of buildings and engineering infrastructure and blasting The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drinker and sprinkler systems and fire installation) The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or dismantling of lifts, escalators, travellers and hoisting machinery The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures	

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T1.2
Tender Data

Description	Designation	Definition	Work types	Examples
	SK	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage	
	SL		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding	
	SM		Timber buildings and structures	
	SN		The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems	
	SO		The development, extension, installation, renewal, removal, alteration or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services, plumbing)	
	SQ		The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing	

Part T2: Returnable Documents

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GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

T2.1 List of Returnable Documents

The tenderer must complete the following Returnable Documents in non-erasable **black ink**:

1. Returnable Schedules that will be incorporated into the Contract

	Pages
1: COMPULSORY ENTERPRISE QUESTIONNAIRE	40
2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	41 – 42
3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES	43
4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	44
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8: CONFIRMATION OF CCT SUPPLIER DATABASE REGISTRATION	49
9: SCHEDULE OF HOUSE BUILDING EXPERIENCE OF TENDERER	50
10: SCHEDULE OF EQUIPMENT INSTALLATIONS AND SERVICE HISTORY	51
11: CONFIRMATION OF CONTRACTOR REGISTRATION / <u>ACCREDITATION</u>	52
12: EXPERIENCE OF KEY PERSONEL	53-55
13: SCHEDULE OF CONSTRUCTION EQUIPMENT	56 – 57
14: DETAILS OF TENDERER'S WORKSHOP FACILITIES	58
15: PRELIMINARY PROGRAMME (FOR INFORMATION PURPOSES ONLY)	59
16: PROPOSED WORK PLAN	60
17: SCHEDULE OF ESTIMATED DELIVERY OF HOUSES PER MONTH	61-62
18: SCHEDULE OF SUBCONTRACTORS	63
19: HEALTH AND SAFETY PLAN	64
20: PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER	65
21: FUNCTIONALITY CRITERIA	66-70
22: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	71-78
23: PRICE BASIS FOR IMPORTED PLANT AND MATERIALS	79
24: RECORD OF ADDENDA TO TENDER DOCUMENTS	80
25: PREFERENCE SCHEDULE (where preferences are granted in respect of B-BBEE contribution) 81- 84 – 59	
26: SCHEDULE OF PRE-QUALIFICATION CRITERIA FOR SUB-CONTRACTORS	85
27: INFORMATION TO BE PROVIDED WITH THE TENDER	86

2. Other documents required for tender evaluation purposes

- Joint Venture Agreement (if applicable) - append to Schedule 3.
- Health and Safety Plan - append to Schedule 19.
- Functionality Criteria - append to Schedule 21.

3. C1.1 The offer portion of the C1.1 Form of Offer and Acceptance

4. C1.2 Contract Data (Part 2)

5. C2.2 Bills of Quantities

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**APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT
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T2.2 Returnable Schedules

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SCHEDULE 1 : COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.	
Section 1: Name of enterprise: [REDACTED]	
Local office address: [REDACTED]	
Contact Person: [REDACTED]	
Contact Number: [REDACTED]	
e-mail address: [REDACTED]	
Section 2: VAT registration number, if any: [REDACTED]	
Section 2a: National Treasury Central Supplier Database registration number: [REDACTED]	
Section 2b: SARS Tax Compliance Status PIN: [REDACTED]	
Section 3: cldb registration number, if any: [REDACTED]	
Section 4: Particulars of sole proprietors and partners in partnerships	
* Complete only if sole proprietor or partner [REDACTED] page if more than 3 partners	
Section 5: Particulars of companies and close corporations	
Company registration number: [REDACTED]	
Close corporation number: [REDACTED]	
Tax reference number: [REDACTED]	
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:	
i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;	
ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 or Database of Restricted Suppliers;	
iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;	
iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and	
iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.	

SIGNED ON BEHALF OF TENDERER: [REDACTED]



Tax Clearance Certificate Number: [REDACTED]

Tax Clearance Certificate - Good Standing

Enquiries
0800 00 SARS (7277)
Approved Date
2017-10-17
Expiry Date
2018-10-17

Company registration number [REDACTED]

Income Tax [REDACTED]

VAT [REDACTED]

PAYE [REDACTED]

Trading Name [REDACTED]

It is hereby confirmed that, on the basis of the information at the disposal of the South African Revenue Service (SARS), the above-mentioned taxpayer has complied with the requirements as set out in the Tax Administration Act.

This certificate is valid until the expiry date reflected above, subject to the taxpayer's continued tax compliance. To verify the validity of this certificate, contact SARS through any of the following channels:

- via eFiling
- by calling the SARS Contact Centre
- at your nearest SARS branch

This certificate is issued in respect of the taxpayer's tax compliance status only, and does not address any other aspect of the taxpayer's affairs.

This certificate is issued free of charge by SARS

[REDACTED]

CITY OF CAPE TOWN

DIRECTORATE: TDA -- HUMAN SETTLEMENTS IMPLEMENTATION

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APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 2 : CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for Contract No. 106Q/2017/18: APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

in response to the invitation for the tender made by the City of Cape Town, do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: [REDACTED] that:
(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that this 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 this tender on behalf of the tenderer;
4. Each person whose signature appears on this 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 this 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 invitation to tender;
 - (b) could potentially submit a tender in response to this invitation to tender, 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 this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive tendering;
7. In particular, without limiting the generality of paragraph 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;

¹Joint 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.

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 invitation to tender relates;
9. The terms of this 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

2. [Redacted] applicable legislation

[Redacted Signature]

Signature

[Redacted Date]

Date

[Redacted Name]

Name

[Redacted Position]

Position

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

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APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 3 : CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize

Mr/Ms
..... authorised signatory of the company,
close corporation or partnership
....., acting in the capacity
of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
	NA	Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note :

A copy of the Joint Venture Agreement, showing clearly the percentage contribution of each partner to the joint venture, shall be appended to this schedule.

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

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SCHEDULE 4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act, 56 of 2003, and attach it to this schedule.

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:
- a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
2.1	Is the Tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the Institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☒
2.1.1	If so, furnish particulars:		
2.2	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, 12 of 2004? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☒
2.2.1	If so, furnish particulars:		
2.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☒
2.3.1	If so, furnish particulars:		
2.4	Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☒
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the Tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☒
2.5.1	If so, furnish particulars:		

I, _____, the undersigned,
(full name in block letters)

certify that the information furnished on this declaration form is true and correct, and accept that, in addition to the consequences mentioned in the above, I may be taken against me should this declaration prove to be false.

Signature

Date

Position

Name of Tenderer/Contractor

Where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act, 56 of 2003, and attach it to this schedule.

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 5: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4)

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative:..... N/A
 - 3.2 Identity Number: N/A
 - 3.3 Position occupied in the Company (director, trustee, shareholder):..... N/A
 - 3.4 Company or Close Corporation Registration Number: N/A
 - 3.5 Tax Reference Number:..... N/A
 - 3.6 VAT Registration Number: N/A
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? YES / NO N/A
 - 3.8.1 If yes, furnish particulars.
 - 3.9 Have you been in the service of the state for the past twelve months? YES / NO N/A
 - 3.9.1 If yes, furnish particulars
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO N/A
 - 3.10.1 If yes, furnish particulars.
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other supplier and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES / NO N/A
 - 3.11.1 If yes, furnish particulars
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO N/A
 - 3.12.1 If yes, furnish particulars.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO

3.13.1 If yes, furnish particulars.

13.4 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? YES / NO

3.14.1 If yes, furnish particulars:

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

Full Name	Identity Number	State Employee Number

The tenderer hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that any failure to fully complete this schedule may result in the tender being disqualified, and/or the cancellation of the contract, restriction of the tenderer or the exercise of the right to award the contract to another tenderer.

Signature

Date

Name (PRINT)

(For and on behalf of the tenderer, duly authorised)

'MSCM Regulations: "in the service of the state" means to be -

(a) a member of -

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) an executive member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

'Shareholder' means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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SCHEDULE 6: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN

To: THE CITY MANAGER, CITY OF CAPE TOWN

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;
- d) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the abuse of the Supply Chain Management Policy.

Physical Business address of the Tenderer	Municipal Account number(s)

If there is not enough space for all the names, please attach the additional details to the Tender Document

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

X
Signature
Print name
On behalf of the tenderer (duly authorised)

Date

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT
SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 7: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION

Declaration in respect of labour legislation

The tenderer, by signing this schedule, declares that it will comply with all labour legislation, as may be applicable.

SIGNED ON BEHALF OF TENDERER

CITY OF CAPE TOWN

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SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 8: CONFIRMATION OF CITY OF CAPE TOWN SUPPLIER DATABASE REGISTRATION

CCT VENDOR DATABASE REGISTRATION		
COMPANY NAME	REGISTERED YES/NO	REGISTRATION NUMBER IF APPLICABLE
[REDACTED]	[REDACTED]	[REDACTED]

SIGNED ON BEHALF OF TENDERER.

[REDACTED]

[REDACTED]

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

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APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 9: SCHEDULE OF HOUSE BUILDING EXPERIENCE (COMPANY TRACK RECORD) (FUNCTIONALITY)

In order to achieve a score for this functionality, Tenderers must provide the details of all House Building Contracts that the company has been awarded during the past 10 years, in the following table as specified in clause F.2.1.4.3.

Note: ONLY information provided in this schedule will be used for scoring of functionality criteria as per clause F.2.1.4.3. Therefore, tenderers that fail to complete this schedule may score zero points for Quality, which will result in the tenderer's offer not being considered. Supporting documentation (Company Profile and Contactable References) is to be attached for verification purposes only.

	Project 1	Project 2	Project 3	Project 4
Contract No.				
Contract Name				
Location				
Client				
Contact person				
Contact details				
e-mail address				
Number of units				
Size of units (sqm)				
Value of contract				
Start date				
Duration				
Completion date				

Note: Where the entity tendering is a joint venture a score for track record will be awarded to each party to the joint venture, which will then be combined in proportion to the percentage contribution of each party to the joint venture

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF THE TENDERER:

4.				

SITE AGENT	NAME:			
CLIENT DETAILS	CONTRACT NAME	POSITION HELD	AMOUNT OF HOUSES BUILT	YEAR COMPLETED

GENERAL FOREMAN	NAME:			
CLIENT DETAILS	CONTRACT NAME	POSITION HELD	AMOUNT OF HOUSES BUILT	YEAR COMPLETED
1.				

Tender
Part T2: Returnable documents
Reference No. 106Q/2017/18

CITY OF CAPE TOWN

DIRECTORATE: TDA - HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q12017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT
SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 9: SCHEDULE OF HOUSE BUILDING EXPERIENCE (COMPANY TRACK RECORD) (FUNCTIONALITY)

In order to achieve a score for this functionality, Tenderers must provide the details of all House Building Contracts that the company has been awarded during the past 10 years, in the following table as specified in clause F.2.1 :4.3.

Note: ONLY Information provided in this schedule will be used for scoring of functionality criteria as per clause F.2.1.4.3. Therefore, tenderers that fail to complete this schedule may score zero points for Quality, which will result in the tenderer's offer not being considered. Supporting documentation (Company Profile and Contactable References) is to be attached for verification purposes only.

	Project 5	Project 6	Project 7	Project 8
Contract No.				
Contract Name				
Location				
Client				
Contact person				
Contact details				
e-mail address				
Number of units				
Size of units (sqm)				
Value of contract				
Start date				
Duration				
Completion date				

SIGNED ON BEHALF OF THE TENDERER:





Project 1

FINANCIAL MANAGEMENT:
SUPPLY CHAIN MANAGEMENT
REFERENCE: LTD-HSC 20/2015/2011
ENQUIRY

The Manager

CONFIRMATION OF WORK COMPLETION

TENDER REFERENCE: LTD-HSC – 20/2015/2016- BARDALE MFULENI PHP PROJECT: PHASE 2

The Provincial Department of Human Settlements (DHS) herewith acknowledges that your company was awarded work under Tender LTD – HSC - 20/2015/2016 which was satisfactorily completed. The work comprised the following:

WORK TYPE	ACTUAL WORK CARRIED
Construct 39 New Housing Units	Construction of new units to SANS 10400XA specifications & DHS Norms & Standards
Total Value of Authorised Allocation	R4 599 621.00

It is further confirmed that your company met the following conditions:

- Valid registration with the CIDB, NHBC and the Western Cape Supplier Data Base that ensured compliance with regulatory requirements.
- The approved Project Construction period of 6 months (01/09/16 – 28/02/17)
- The work was carried out in conformity with the Norms and Standards of the Provincial Department of Human Settlements (PDHS) and in compliance with SANS 10400XA for all the new units.

APPROVED WORK WAS SATISFACTORILY CARRIED OUT AND COMPLETED BY THE CONTRACTOR TO A VERY GOOD STANDARD OF WORKMANSHIP.

Date _____

Date _____



project 2

FINANCIAL MANAGEMENT:
SUPPLY CHAIN MANAGEMENT
REFERENCE: HSCWR 38/2014/2017
ENQUIRIES

CONFIRMATION OF WORK COMPLETION

TENDER REFERENCE: HSCWP 39/2016/2017: CONSTRUCTION OF 39 BNG UNITS IN BARDALE PHP PROJECTS PHASE 4 MFULENI

The Provincial Department of Human Settlements (DHS) herewith acknowledges that your company was awarded work under Tender **HSCWP 39/2016/2017** which was satisfactorily completed. The work comprised the following:

WORK TYPE	ACTUAL WORK CARRIED
Construct New Housing Units	Construction of new units to SANS 10400XA specifications & DHS Norms & Standards
Total Value of Authorised Allocation	R 4 600 011.00

It is further confirmed that your company met the following conditions:

- Valid registration with the CIDB, NHBRC and the Western Cape Supplier Data Base that ensured compliance with regulatory requirements.
- The approved Project Construction period of 6 months (01/01/2017 -30/06/17)
- The work was carried out in conformity with the Norms and Standards of the Provincial Department of Human Settlements (PDHS) and in compliance with SANS 10400XA for all the new units.

WORK WAS SATISFACTORILY CARRIED OUT AND COMPLETED BY THE [REDACTED] TO A VERY GOOD STANDARD OF [REDACTED]

Date _____



CONFIRMATION OF WORK COMPLETION

TENDER REFERENCE: LTD-HSC – 16/2015/2016 – BARDALE MASILINGANE YOUTH BRIGADE

The Provincial Department of Human Settlements (DHS) herewith acknowledges that your company was awarded work under Tender LTD – HSC - 16/2015/2016 which was satisfactorily completed. The work comprised the following:

WORK TYPE	ACTUAL WORK CARRIED
Construct 100 New Housing Units Construct 250 New Housing Units Total: Construct 350 New Housing Units	Construction of new units to SANS 10400XA specifications & DHS Norms & Standards
Total Value of Authorised Allocation	R38 767 162.00

It is further confirmed that your company met the following conditions:

- Valid registration with the CIDB, NHBC and the Western Cape Supplier Data Base that ensured compliance with regulatory requirements.
- The approved Project Construction period of 12 months(01/07/15 to 30/06/16)
- The work was carried out in conformity with the Norms and Standards of the Provincial Department of Human Settlements (PDHS) and in compliance with SANS 10400XA for all the new units.

**APPROVED WORK WAS SATISFACTORILY CARRIED OUT AND COMPLETED BY THE
CONTRACTOR TO A VERY GOOD STANDARD OF**

Date



TDA
CAPE TOWN

*The City of Cape Town's Transport
and Urban Development Authority*

[REDACTED]
Senior Professional Officer

TO WHOM IT MAY CONCERN

CITY OF CAPE TOWN: WALLACEDENE: SEKUNJALO PEOPLE'S HOUSING
63 LOW COST HOUSING UNITS: COMPLETION OF CONTRACT BY [REDACTED]

Confirmation is given that:

[REDACTED] successfully completed the above-mentioned project

The value of the contract is R7 182 000-00

Regards

OMNIFORUM MUNICIPAL BUILDING

OMNIFORUM IZIKO LOLUNTU

OMNIFORUM MUNISIPALE GEBOU

94A VAN RIEBEECK ROAD KUILSRIVER 7580 PRIVATE BAG X16 KUILSRIVER 7578
www.capetown.gov.za



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

HUMAN SETTLEMENT
FACILITATION & IMPLEMENTATION



TO WHOM IT MAY CONCERN

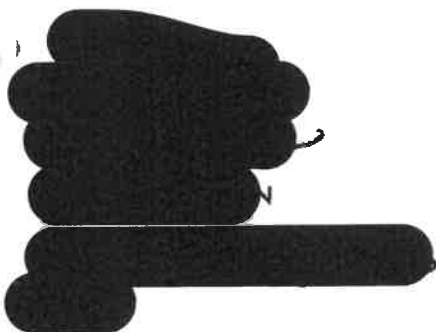
CITY OF CAPE TOWN: WALLACEDENE: SEKUNJALO PEOPLE'S HOUSING PROCESS: 40 LOW COST
HOUSING UNITS: COMPLETION OF CONTRACT BY [REDACTED]

Confirmation is given that:

[REDACTED] successfully completed the above-mentioned project.

The value of the project is R4 560 000-00

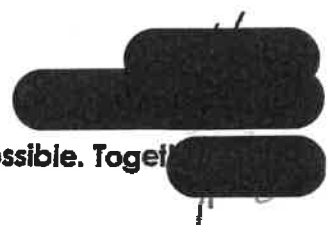
Regards



OMNIFORUM MUNICIPAL BUILDING OMNIFORUM IZIKO LOJUNTU
94 RIEBEECK STREET KUILSRIVER 7580 PRIVATE BAG X16 KUILSRIVER 7579
www.capetown.gov.za

OMNIFORUM MUNISIPALE GEBOU

Making progress possible. Together





TDA
CAPE TOWN

*The City of Cape Town's Transport
and Urban Development Authority*

[REDACTED]

[REDACTED]

TO WHOM IT MAY CONCERN

**CITY OF CAPE TOWN: WALLACEDENE: SEKUNJALO PEOPLE'S HOUSING PROCESS:
36 LOW COST HOUSING UNITS: COMPLETION OF CONTRACT BY [REDACTED] LTD**

Confirmation is given that:

[REDACTED] successfully completed the above-mentioned project

The value of the contract is R4 120 956-00

Records

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Civic Centre
P O Box 200
Asst for

DIRECTORATE: HUMAN SETTLEMENTS

NEW MARKET DEVELOPMENT

21 September 2016

Dear Sir / Madam

Re: [REDACTED] Pty Ltd Vukuzenzele PHP in Khayelitsha

[REDACTED] is the appointed contractor for the Vukuzenzele PHP Housing Project in Khayelitsha which commenced in February 2016 and finished 37 units to date.

The 37 units have a value of R 4 115 842.00 (excl. Vat)

They have performed very well and the quality of the houses delivered was very good.

WITSAND EECO PROJECT 2 (300 UNITS) - Top-up (96)

[illegible]

92		R 101 366.00	R 115 362.00	R 13 996.00
93		R 101 366.00	R 115 362.00	R 13 996.00
94		R 101 366.00	R 115 362.00	R 13 996.00
95	36	R 101 366.00	R 115 362.00	R 13 996.00
		R 101 366.00	R 115 362.00	R 13 996.00
		R 9 731 136.00	R 11 074 752.00	R 1 343 616.00

7/1/21

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

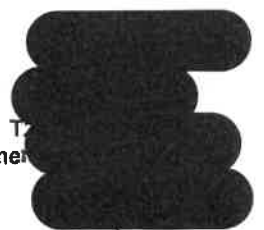
CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT
SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 10: SCHEDULE OF EQUIPMENT INSTALLATIONS AND SERVICE HISTORY

Not applicable to this tender

SIGNED ON BEHALF OF THE TENDERER:

A large black rectangular redaction box covering the signature of the tenderer.A large black rectangular redaction box covering the signature of the tenderer.

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

**APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT
SUBSIDISED HOUSING DEVELOPMENTS**

SCHEDULE 11: CONFIRMATION OF CONTRACTOR REGISTRATION WITH THE NHBRC

Tenderers must be appropriately registered as Home Builders by the NHBRC. Proof of NHBRC Registration is required and is to be appended to this schedule or within the requested time, failing which, the tenderer will be deemed non-responsive.

Joint Ventures are eligible to submit tenders provided that every member of the joint venture is registered with the NHBRC and provides proof thereof appended to this schedule.

SIGNED ON BEHALF OF TENDERER:

NATIONAL HOME BUILDERS

NHBRC

REGISTRATION COUNCIL

PROVISIONAL 3

CERTIFICATE

This is to certify that

[REDACTED]
t/a:

NHBRC Registration Number

[REDACTED]
Has been admitted as a HOME BUILDER to the Register of the

NATIONAL HOME BUILDERS REGISTRATION COUNCIL

Registered Home Builders are required to comply with their obligations to housing consumers and the NHBRC under the terms of the Housing Consumers Protection Measures Act, 1998.

This Certificate is valid for a period of one year

[REDACTED]
Date Issued

[REDACTED]
Expiry Date

SECURITY
AUTHENTIC
SECURITY
GENUINE AUT
D SECURITY
HENTIC GEN

Chief [REDACTED]

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 12: EXPERIENCE OF KEY PERSONEL (FUNCTIONALITY)

In order to achieve a score for this functionality, tenderers shall set out in the Schedule hereunder details of the assigned Director's, Contract Manager's, Site Agent's and General Foreman's experience in work of a similar nature to that for which their Tender is submitted as specified in clause F.2.1.4.3. It is also a requirement that these assigned persons are employed by the tenderer at tender stage and that proof of employment is to be provided.

Note: ONLY Information provided in this schedule will be used for scoring of quality criteria as per clause F.2.1.4.3 Therefore, tenderers that fail to append CV's or complete this schedule, may score zero points for Functionality, which will result in the tenderer's offer not being considered. Supporting documentation (CV's) is to be attached for verification purposes only.

Tenderers shall set out in the Schedule hereunder details of the listed staff's experience in work of a similar nature to that for which their Tender is submitted.

CONTRACT DIRECTOR	NAME: [REDACTED]			
CLIENT DETAILS	CONTRACT NAME	POSITION HELD	AMOUNT OF HOUSES BUILT	YEAR COMPLETED
1. [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2.				
3.				
4.				

CONTRACT MANAGER	NAME: [REDACTED]			
CLIENT DETAILS	CONTRACT NAME	POSITION HELD	AMOUNT OF HOUSES BUILT	YEAR COMPLETED
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]




 **CONTRACT NO. 106Q/2017/18**

Schedule 12 : EXPERIENCE OF KEY PERSONEL







2.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Number of sheets appended by the tenderer to this Schedule [REDACTED] (if nil, enter Nil).

SIGNED ON BEHALF OF TENDER [REDACTED]

[REDACTED]

CURRICULUM VITAE OF SEAN VAN HORSTEN

PERSONAL DETAILS

Surname	[REDACTED]
First names	[REDACTED]
Address	[REDACTED]
Identity Number	[REDACTED]
Languages	[REDACTED]
Contact number	[REDACTED]

EDUCATION

1987	[REDACTED]
Institution	[REDACTED] ol
1988/1989	[REDACTED]
Institution	[REDACTED]
1990	[REDACTED]
Institution	[REDACTED]
1991	[REDACTED]
Institution	[REDACTED]
1992	[REDACTED]
Institution	[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

SPECIAL INTERESTS

At school level	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
Other	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
Current	[REDACTED]
	[REDACTED]

TRAVEL

[REDACTED]

MARITAL STATUS

[REDACTED]

[REDACTED]

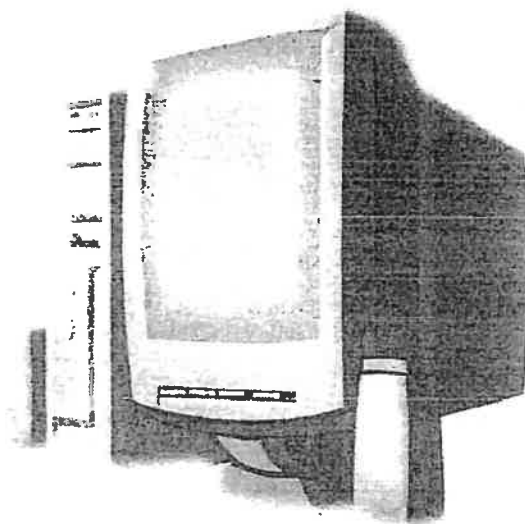
EMPLOYMENT HISTORY

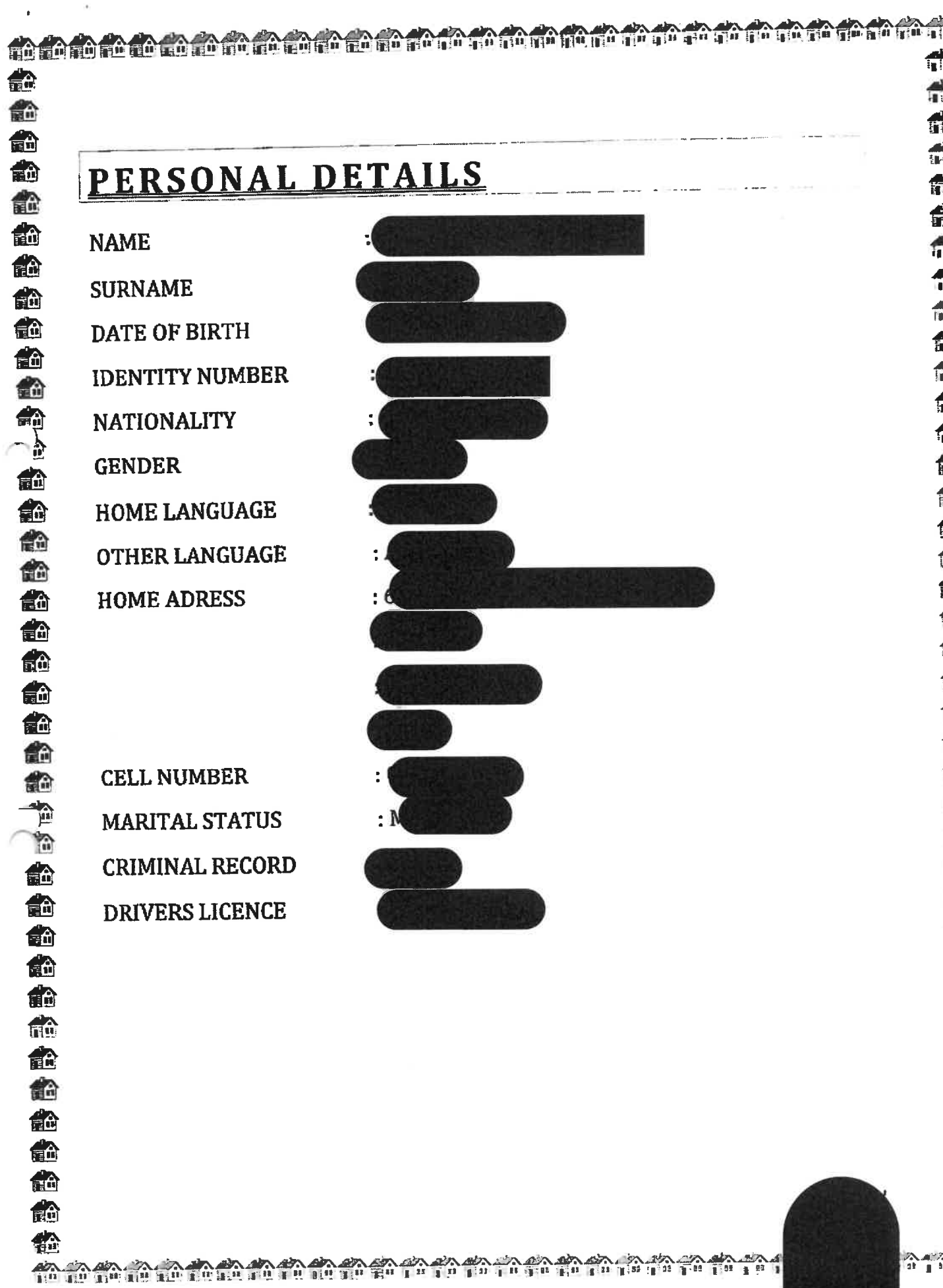
2001 - Current	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
1997 - 2000	[REDACTED] [REDACTED]
1997 - 1995	Accessioning [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
1995 - 1992	Get Graphic [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

CURICULLUM VITAE

OF





PERSONAL DETAILS

NAME

SURNAME

DATE OF BIRTH

IDENTITY NUMBER

NATIONALITY

GENDER

HOME LANGUAGE

OTHER LANGUAGE

HOME ADDRESS

CELL NUMBER

MARITAL STATUS

CRIMINAL RECORD

DRIVERS LICENCE



EDUCATCAION QUALIFICATION

LAST SCHOOL ATTENDED

HIGHEST GRADE PASSED

YEAR

SUBJECTS

WESTERN CAPE.

100 HOUSES

ECTS

AND PROVINCE

OTHER QUALIFICATIONS

1 NAME OF INSTITUTION

COURSE

SUBJECTS

2 NAME OF INSTITUTION

COURSE

3 NAME OF INSTITUTION

COURSE

4 NAME OF INSTITUTION

COURSE

COURSE

COURSE

WORK EXPERIENCE

1. COMPANY NAME

PLACE

POSITION

YEAR

MANAGER

CONTACT NUMBER

2 COMPANY NAME

PLACE

POSITION

MANAGER

YEAR

AFTER THIS THE TWO COMPANIES MERGE TOGETHER AND BECOME MHI

3 COMPANY NAME

POSITION

DIRECTOR

YEAR

CONTACT PERSON

OTHER INTRESTS

LOVE TO WATCH SPORT

LOVE TO COOK

REFERENCES

1. CONTACT PERSON

TELEPHONE

DEAR SIR/ MADAM

APPLICATION FOR THE JOB

[REDACTED]

[REDACTED]

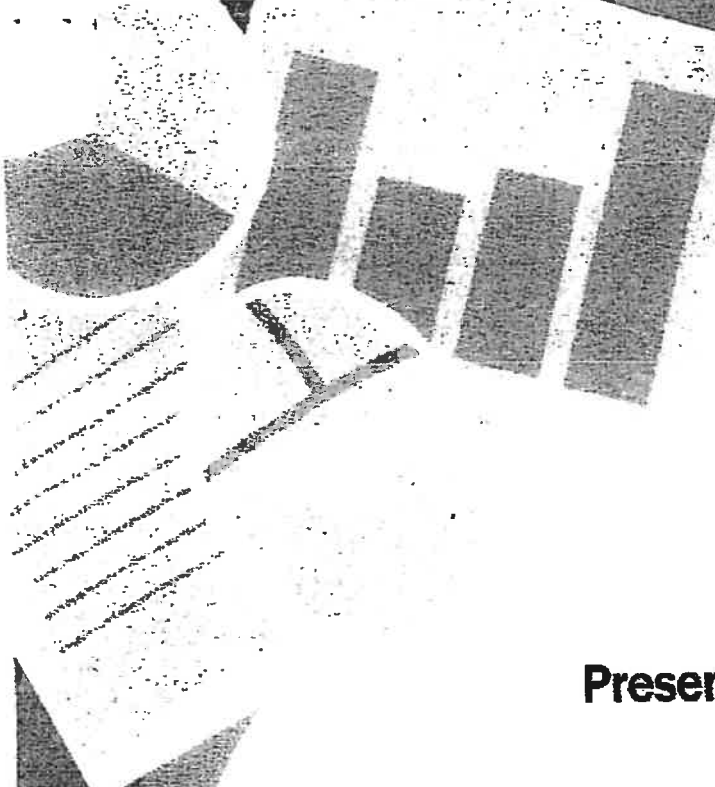
[REDACTED]

attached for further details.

[REDACTED]

Yours faithfully
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]



PST

Presentation Software Training

[Redacted]

has successfully completed a course on
MS Excel 2007 for Windows
(Introduction)

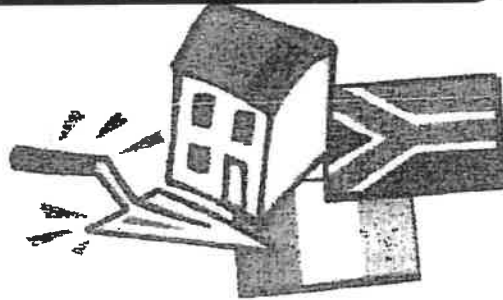
06 March 2012

Date

[Redacted]

Certificate Number:

ISE 751 11 05 11 05 11
Accreditation [Redacted]
[Redacted]
[Redacted]



In partnership with

Long Service Certificate

Awarded to

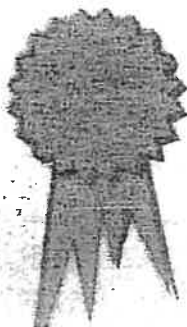
[Redacted Name]

In recognition of and in appreciation for

service to

[Redacted Service Description]

[Redacted Service Description]



[REDACTED]

12/08/2011 + 26/08/2011 + 09/09/2011 + 23/09/2011 + 21/10/2011

1. *Journal of the American Medical Association*, 1997; 277: 1039-1043.

TAKE/TASKS	
------------	--

Batch and mix concrete by volume

Batch and mix concrete by volume

[REDACTED]

[illegible]

has attended the following course
**ERECT, USE AND DISMANTLE ACCESS EQUIPMENT FOR
CONSTRUCTION WORK**

Training Date: 03-JUN-2014 Duration: 3 day/s

Issued At: Cape Town

Certificate Date: 01-JUL-2014

UNITA: NP2603, MBESETA 17-00/ACC7047/09, TETA: TETA07-151, First-Aid: UT 500, CATINSETA SSIFA-0750
Accredited programme in accordance with the Occupational Health & Safety Act (93 of 1993) and Driver Regulation Act 18 of 111
and in accordance with the National Code of Practice
Head Office: 11 Wellington Road Parktown, 2193 074 0633

TRANSPORT & LOGISTICS SCHOOL CONSTRUCTION SCHOOL ENGINEERING SCHOOL ART SCHOOL
HEALTH & WELFARE SCHOOL BUSINESS SCHOOL HOSPITALITY SCHOOL

This is to certify that
JAKOB JOHANNES TOBIAS VISSER

has attended the following course
**USE AND MAINTAIN SMALL PLANT AND EQUIPMENT ON A
CONSTRUCTION SITE**

Assessor: Peter James Dennis

NQF Level: 2 Credits: 10

Assessor Reg

Training Date: 01-JUL-2014 Duration: 3 day/s

Issued At: Cape Town

Certificate Date: 15-JUL-2014

Certificate No

Cornelia Immelman
(Training Coordinator)

CETA: 3P3643, MERSETA: 17-QA/ACC/0419409, TETA: TETA07-151, First-Aid: C1590, CATHSSETA, SSETA-0359
Accredited programme in accordance with the Occupational Health & Safety Act (88 of 1993) and Driven Regulation Act 18 (11)
and in accordance with the National Code of Practice
Head Office: 11 Wellington Road Parktown, (011) 974 6633

LINKING TRAINING TO INDUSTRY

TRANSPORT & LOGISTICS SCHOOL CONSTRUCTION SCHOOL ENGINEERING SCHOOL AET SCHOOL
HEALTH & WELFARE SCHOOL BUSINESS SCHOOL HOSPITALITY SCHOOL

MEMBER OF THE VOKES GROUP

CERTIFICATE

CURRICULUM VITAE of

[REDACTED]

[REDACTED]

PERSONAL DETAILS

Surname

:

First Names

:

Date of Birth

:

Identity Number

:

Age

:

Gender

:

Marital Status

:

Nationality

:

Contact Details

Physical Address

:

Postal Address

:

Mobile

:

Tel

:

Health

:

Home Language

:

Hobbies

:

Other Languages

<u>Language</u>	<u>Speak</u>	<u>Read</u>	<u>Write</u>
ENGLISH			
AFRIKAANS			

Last School Attended		Highest Grade Passed		Year		Subjects	
1	2	3	4	5	6	7	8
9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	32
33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48
49	50	51	52	53	54	55	56
57	58	59	60	61	62	63	64
65	66	67	68	69	70	71	72
73	74	75	76	77	78	79	80
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393	394	395	396	397	398	399	400
401	402	403	404	405	406	407	408
409	410	411	412	413	414	415	416
417	418	419					

1. Course
Institution
Year

**2. Course
Institution
Year**

**3. Course
Institution
Year**

CURRENT POSITION

Position	Company	Duties
General Manager	Winn-Dixie Stores, Inc.	Responsible for all aspects of store operations, including inventory management, staff supervision, and customer service.
Assistant General Manager	Winn-Dixie Stores, Inc.	Assisted in managing daily store operations and implementing company policies.
Store Manager	Winn-Dixie Stores, Inc.	Managed day-to-day activities of the store, ensuring efficient workflow and high standards of cleanliness.
Department Supervisor	Winn-Dixie Stores, Inc.	Oversaw specific departments such as produce, meat, and dairy, maintaining quality and freshness.
Cashier	Winn-Dixie Stores, Inc.	Handled customer transactions, providing excellent service and ensuring accurate cash handling.

: SITE FOREMAN
: VHP HOLDINGS (PTY) LTD.

•

PREVIOUS POSITIONS

1. Position
Institution
Year
Duties

2. Position
Company
Year
Duties

[REDACTED]

COMMUNITY INVOLVEMENT

- 1.
- 2.
- 3.

LEADERSHIP POSITIONS

- 1.
- 2.
- 3.

REFERENCES

1. Persons Name
Relationship:
Cell:
Email:

2. Persons Name
Relationship:
Cell:
Email:

3. Persons Name
Relationship:
Cell:
Email:

[REDACTED]

EXPERIENCE

Commented [1]:

OBJECTIVE

EDUCATION

SKILLS

VOLUNTEER EXPERIENCE OR LEADERSHIP

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT
SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 13: SCHEDULE OF CONSTRUCTION EQUIPMENT

The tenderer shall state below what construction equipment will be available for this Contract. The tenderer shall differentiate, if applicable, between construction equipment immediately available and construction equipment which will become available by virtue of outstanding orders, and indicate what further construction equipment will be acquired or hired for the work should he be awarded the Contract.

CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE

DESCRIPTION, SIZE, CAPACITY	NUMBER
See attached Schedule	



CONTRACT NO. 106Q/2017/18

Schedule 13 : SCHEDULE OF CONSTRUCTION EQUIPMENT

Equipment Description	Size	Available (A)	Number of
Concrete Mixer	4 cubes	A	1
Storage Container	6m	A	10
Hyndal Tipper	1 ton	A	2
Truck	4 Ton	A	1
Mobile Site office	6x3m	A	4
Security Huts	3x2	A	3
DCP Tester		A	1
Rammers		A	3
Plate Compactors		A	5
Auto Level: Top-shot	5kg	A	1
Concrete Mixer	400l	A	4
3 Pound Hammers		A	10
Bolt Cutters	Big	A	3
Circular saw		A	3
Claw Hammers		A	18
Drills		A	9
Extension leads	20m	A	10
Generator	4.2 KVA	A	1
Grinders	Small	A	6
Grinders	Big	A	3
Hacksaw		A	4
Jigsaw		A	4
Ladders- Extension ladders		A	6
Ladders- Step		A	8
Levels	800mm	A	12
Motorola - Walkie Talkies		A	4
Pik		A	2
Rakes		A	20
Scaffolding Planks	3m	A	85
Scaffolding Planks	5m	A	18
Scaffolding Steel	3m	A	10
Scaffolding Trestles	Big	A	70
Scaffolding Trestles	small	A	16
H Scaffolding		O	100
Spades		A	120
Squares		A	12
Straight Edge	4	A	8
Tape Measure	(Different length)	A	12
Wheelbarrows		A	30
Wood Saws		A	8

CONSTRUCTION EQUIPMENT ON ORDER

(State details of arrangements made, with delivery dates)

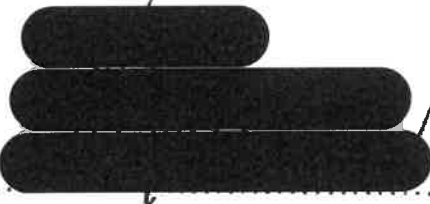
DESCRIPTION, SIZE, CAPACITY	NUMBER

CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED

(State details of delivery arrangements)

DESCRIPTION, SIZE, CAPACITY	NUMBER

Number of sheets appended by the tenderer to this Schedule  (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER  



CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT
SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 14: DETAILS OF TENDERER'S WORKSHOP FACILITIES

Not applicable to this tender.

SIGNED ON BEHALF OF TENDERER: X.....

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT
SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 15: PRELIMINARY PROGRAMME (FOR INFORMATION PURPOSES ONLY)

Not Applicable to this tender

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

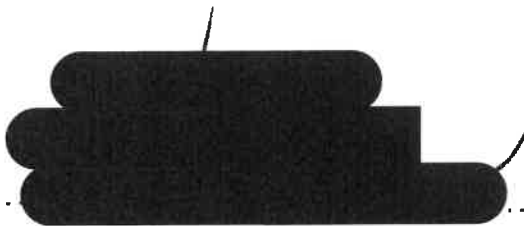
APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT
SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 16: PROPOSED WORK PLAN

The tenderer shall append their proposed work plan to this Schedule.

It should be noted that while a programme may form part of the required work plan, more than a programme is expected in response to this requirement. The work plan must indicate the approach and methodology that the tenderer intends following in order to reach the required outcomes. The work plan must show that the tenderer has appreciated the Scope of Work, and has good insight as to what actions or activities are required in order to comply with the Employer's objectives.

Number of sheets appended by the tenderer to this Schedule  (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:  

[illegible]

[illegible]

[illegible]

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 17: SCHEDULE OF ESTIMATED DELIVERY OF COMPLETED HOUSES PER MONTH

The tenderer shall state his estimated delivery of completed houses based upon the pricing schedule for each construction panel (1;2 or3) they intent to price. The total of the completed houses shall be as the estimate stated for each panel below.

PANEL 1 (BASED UPON THE CONSTRUCTION OF AN ESTIMATED 600 HOUSES)

MONTH	HOUSES COMPLETED
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
<u>TOTAL</u>	<u>600</u>

PANEL 2 (BASED UPON THE CONSTRUCTION OF AN ESTIMATED 300 HOUSES)

MONTH	HOUSES COMPLETED
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
<u>TOTAL</u>	<u>300</u>



PANEL 3 (BASED UPON THE CONSTRUCTION OF AN ESTIMATED 100 HOUSES)

MONTH	HOUSES COMPLETED
1	
2	
3	
4	
5	
6	
7	
8	
<u>TOTAL</u>	<u>100</u>

SIGNED ON BEHALF OF TENDERER: X

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

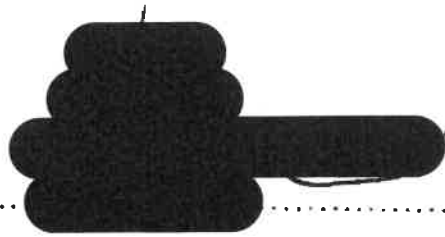
**APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT
SUBSIDISED HOUSING DEVELOPMENTS**

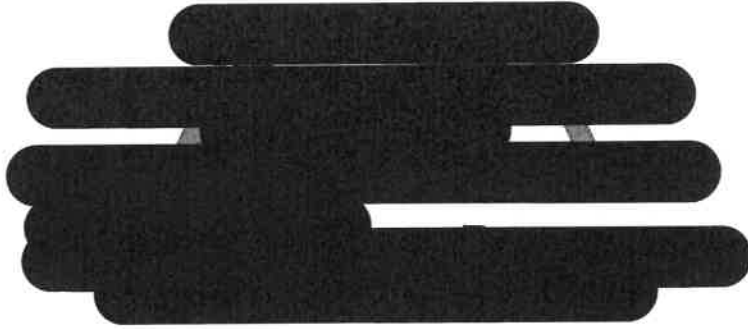
SCHEDULE 19: HEALTH AND SAFETY PLAN

Tenderers are referred to the requirements of Clause F.2.18.4 in Part T1.2 Tender Data and shall append the required draft Health and Safety Plan to this Schedule.

Number of sheets appended by the tenderer to this Schedule  (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER: 



Schedule 19: Health & Safety plan

Contract no. : 106Q/2017/2018

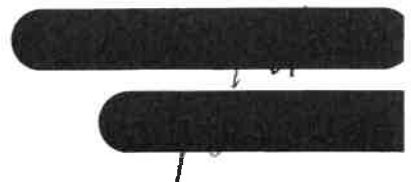
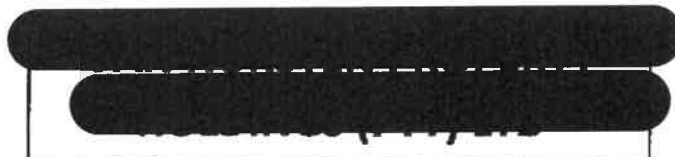
Project Health and Safety Plan

In terms of Construction Regulations

Project Client

CITY OF CAPE TOWN

By





CONTENTS

- 1.0 INTRODUCTION**
- 1.1 OBJECTIVES AND TARGETS FOR THE PROJECT**
- 1.2 PLANNING AND PROCEDURES**
- 1.3 IMPLEMENTATION OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**
- 1.4 PROJECT DETAILS**
- 2.0 DEFINITIONS**
- 3.0 HEALTH AND SAFETY PROVISIONS**
- 4.0 OCCUPATIONAL SAFETY**
- 5.0 PLANT, MACHINERY AND EQUIPMENT**
- 6.0 OCCUPATIONAL HEALTH AND WELFARE**
- 7.0 IMPLEMENTATION AND COMPLIANCE/PERFORMANCE MONITORING**
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- 10.0 SELECTION PROCEDURES**
- 11.0 WASTE DISPOSAL ARRANGEMENTS**

PROJECT HEALTH AND SAFETY PLAN

1.0 INTRODUCTION

This is a Health and Safety Management system that will be implemented by [REDACTED] Management. It is determined to identify all planned and unplanned risks which may lead to circumstances that can result in an incident, accident or injury on site.

This process includes methods of risk control, legal compliance adherence and hazard identification in order to promote a culture of health and safety amongst workers on site or any other individual which may be exposed to activities taking place.

The purpose of this document is to present to the client a proposal as to how all Health and Safety aspects will be implemented, monitored and managed on this project.

Once the Client/Client Agent has approved the Plan (as required by the Construction Regulations), a copy will be made available to all contractors tendering to work on this site, along with relevant sections of the safety specification for discussion purposes, so that they are aware of the site health and safety standards and requirements. Contractors **MUST** note the legal requirements placed upon them by the Construction Regulations. Contractors must ensure that their tenders are sufficient to include carrying out the works in a safe and legal manner in accordance with the requirements of the Occupational Health and Safety Act and Regulations.

ABBREVIATIONS AND REFERENCE DOCUMENTS

- Occupational Health and Safety Act no.85 of 1993 and regulation (OHSA)
- Construction Regulations 2014
- SANS 10400 Application of National Building Regulations
- SANS 1567 Portable rechargeable fire extinguishers
- SANS/ISO 17020 General Safety Regulations 13a
- Project Health and Safety Specification

A copy of the Occupational Health & Safety Act & regulations will be maintained on site.

Reference should be made to the following documentation in conjunction with this safety plan (including existing surveys, drawings and reports):

Tender Documents Safety Specification
--

1.1 [REDACTED] OBJECTIVES FOR THE PROJECT

[REDACTED] is committed to ensure a safe and healthy environment for all employees to work in. All subcontractors, visitors or consultants must adhere to the provisions of this Safety Plan.

- All accidents are avoidable
- Everyone is responsible for assisting with accident prevention at his or her own level on site
- Safety training is essential
- Prevention is an integral part of the quality approach

[REDACTED] Project Management commits itself to the above objectives and targets for all projects undertaken. [REDACTED] targets a Disabling Injury Frequency Rate (DIFR) of 0. This is to ensure legal compliance, the minimisation of risks and the protection of the workforce and persons affected by company activities.

1.2 PLANNING AND PROCEDURES

1.2.1 Introduction

The purpose of planning and procedures is to ensure that the established targets and objectives are met as defined in paragraph 1.2

[REDACTED] Site Safety Management team will be adhering to the following policies and procedures.

- Administration
- Appointments
- Risk Assessment
- Safety training and Induction
- Incident Management
- Premises and Housekeeping
- Mechanical and Electrical Safe Guarding
- Fire Prevention

As a result of the above, Risk Assessments incorporating the HIRA system will be compiled after thorough job observations and task analysis have been done.

1.3 IMPLEMENTATION OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

In full compliance with the OHSA, [REDACTED] will implement the safety specification as propagated by the client appointed [REDACTED] to ensure that this remains an integral part of the project. Further it is [REDACTED] D's intention to make this available to other contractors, subcontractors or suppliers which may come on site.

1.4 PROJECT DETAILS

1.4.1 FULL DESCRIPTION OF THE WORKS

Full description of works includes:

- Excavations
- Bricklaying
- Concrete works
- Form work
- Plastering
- Painting
- Electrical works
- Plumbing
- Carpentry
- Roof erection
- Paving

1.4.1.2 Arrangements for Deliveries, Storage Areas, Site Camp

Stacking of Materials

shall ensure that stacking will be supervised by a person competent to supervise the activities.

shall ensure that clearly defined and allocated storage areas are provided for and identified, and that materials being stored within this area are stacked in accordance with sound stacking principles of sort-by sort, access to be maintained, level surface, and the height will not exceed three times the base width.

1.4.1.3 Existing Services

The location and nature of existing services should be made known by the Client to the Principal Contractor in order for the Principal Contractor to fully appreciate how services may affect the project.

Where information on location of services on site is not available, the Principal Contractor will satisfy themselves as to services layout and condition by making reasonable enquiries of service providers, obtaining wayleaves, consulting relevant information and a competent person surveying the work areas before the work starts. The information obtained from this survey will be included in information kept on site, and made available to interested parties to the project.

will be provided to safeguard the work force and others affected by the project and our sub-contractors activities whilst works are in progress and the integrity of services will be in good, safe order on completion of the project.

1.4.2 CONTRACTORS DIRECTORY

Other contractors will be advised as they are appointed. List of Contractors, copies of agreements, Proof of Registration and good standing with a COIDA license will be included in the Project File. All sub contractors will provide a Safety Plan, Risk Assessment and Safety File which will be approved before sub contractors are appointed.

allowed to proceed with tasks on hand. Written proof of these documents will be kept at [redacted] office.

2.0 DEFINITIONS

This Safety Plan makes reference to certain terminology applicable to the construction industry.

The following definitions apply to this Safety Management Plan. **Construction Work** means any work in connection with—

- a) the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

Hazard identification, Risk Assessment and Risk Control

Means a document plan, which identifies hazards, assess the risks and detailing the control measures and safe working procedures, which are used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Site/ Construction site"

Means a work place where construction work is being performed; where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities of the Contractor, and approved for such use by the engineer.

The Act

Means, unless the context indicates otherwise, the Occupational Health and Safety Act 85 of 1993 and regulations promulgated there under. (OHSA)

Hazard

Means a source of exposure to danger (source which may cause injury or damage to persons or property).

Risk

Means the probability or likelihood that a hazard could result in injury or damage.

Contractor's Responsible Person

Means any person appointed in writing by the contractor to supervise construction or building work. The appointment shall be as required by the OHSA which shall stipulate Health and Safety responsibilities, area of responsibility and the proposed duration of the project.

Hazardous Chemical Substances

Means any toxic, harmful, corrosive, irritant or asphyxiate substance, or a mixture or substances for which an occupational exposure limit is prescribed, or an expositional limit is not prescribed, but which creates a hazard to health.

Construction Plant (1)

Encompasses all kinds of plant including but not limiting to, cranes, piling frames, boring machines, excavators, draglines, dewatering equipment and road vehicles with or without lifting equipment.

3.0 HEALTH AND SAFETY PROVISIONS

Notification to Commence Construction Work

[redacted] shall notify the Provincial Director of the Department of Labour on the prescribed Annexure A form immediately upon receipt of the Letter of Acceptance from the Client

[REDACTED]

of project commencement. A copy of the notification letter to the Provincial Director shall be forwarded to the Engineer for record purposes and a copy will be kept on site for inspection purposes. (Regulation to change on 7th of August 2015)

3.2 Assignment of Principal Contractor's Responsible Persons to Supervise Health

[REDACTED] shall ensure that copies of the appointment letters of the responsible persons on site as per CR 8.1 will be forwarded to the Client upon receipt of the Letter of acceptance, if so required by the Client.

Principal Contractor's Responsible Persons

[REDACTED] acknowledges that all management personnel responsible for health and safety shall be competent in their knowledge and application of health and safety standards on site.

3.4 Site Security

[REDACTED] will ensure, so far as is reasonably practicable, that the site is made secure against unauthorised entry, particularly by members of the public. These security measures will include warning signage. Existing security measures in force will be taken into account when deciding on the measures required, in order to restrict access to authorised personnel only. The security of plant and equipment when not in use, and outside of working hours, is of utmost importance. Plant and equipment must be left in a safe condition when not in use.

3.5 Compensation of Employees for Injuries and Diseases Act 130 of 1993 (COIDA)

A valid copy of [REDACTED] and all contractors Letters of Good standing will be on display in their safety files.

Health and Safety Policy

[REDACTED] Health and Safety Policy signed by the Chief Executive Officer is attached for reference purposes. (See Implementation File)

3.7 Health and Safety Organogram

[REDACTED] site organogram outlines the management structure on the contract. (See Implementation File)

3.8 Principal Contractor's Communication on Site

Lines of communication for [REDACTED] are as indicated on the Management Structure organogram in the Implementation File. Communication between the various parties on the site will principally be co-ordinated through the Principal Contractor. Means of communication will typically be through informal means, formal progress meetings and documentation.

Any known matters potentially affecting the health and safety of sub contractors' or the Principal Contractor's own operatives adversely on site will be communicated at the site induction stage. Contractors are required to advise Site Management of their activities that may adversely affect the health and safety of other personnel on site.

[REDACTED] personnel are required to channel any health and safety concerns to [REDACTED], who will obtain health and safety assistance, as [REDACTED] inform the Client/Client's Agent, Consulting Engineer and any other relevant party informed on relevant health and safety matters during the project.

Safety issues will form part of the progress meeting agenda.

3.9 Health and Safety Representatives(s)

No Health and Safety Representatives will be appointed for the project as the project amount of workers will not exceed 20 employees.

[REDACTED]

3.10 Health and Safety Committee

No Health and Safety Committee will be appointed for this contract.

3.11 Health and Safety Training

[REDACTED] acknowledges that training of personnel is both a legal requirement and

The purpose of training is to show and create an understanding of the management system, from the policy statement through to the company System Procedures, HIRA's through to the Safe Operating Procedures and the inspections to be done. Copies of all training records will be submitted to the Client where required.

[REDACTED] shall ensure that all employees engaged will attend a health and safety site specific induction before commencement on site. All employees in attendance shall sign the attendance register which will include hazard identification and precautionary measures, site rules, accident and emergency procedures, company safety policy and PPE. A copy of these individual documents shall be kept on file for record purposes. Each person attending site inductions will also receive individual proof of induction attendance.

3.11.2 Toolbox Talks

Toolbox talks shall be conducted on a weekly basis for the duration of this contract as decided by site management and all in attendance shall sign the attendance register and records of toolbox talk content shall be kept on site for auditing purposes.

3.11.3 Competency

VHP HOLDINGS (PTY) LTD shall ensure that all training identified through [REDACTED] implemented and that all the relevant employees will attend this training. [REDACTED] shall keep records of all training attended and certificates of competency associated with the training.

[REDACTED] shall ensure that all the Health and Safety records, required by both the Occupational Health and Safety Act, 85 of 1993 and Regulations, and the Occupational Health and Safety Specification from the client are kept for reference purposes and auditing on site.

Further to the requirements set out above, [REDACTED] will also maintain records that may be defined through the risk assessment process, for auditing purposes, on site.

[REDACTED] shall ensure that all injury and incident records (Near Hits, First Aid, First Aid Kits, Time Incidents), training records etc. referred to above are kept on site.

In terms of the Occupational Health and Safety Act, 85 of 1993, all documents will be made available for inspection by the client, including the Department of Labour's Inspectors, as required.

[REDACTED] will implement and monitor the completion of all relevant registers and take immediate action where non compliance is noted. The following registers are included in the Implementation File attached.

- ✓ Minimum Contents of First Aid Box
 - ✓ Fire Fighting Equipment inspection record
- [REDACTED]



Van Horsten Property

- ✓ Health and Safety Committee Meeting Minutes
- ✓ Health and Safety Representative Monthly Checklist
- ✓ Personal Protective Equipment Issue Record
- ✓ Portable Electrical Tools inspection record
- ✓ Plant Inspection Registers
- ✓ Excavation Inspection Register
- ✓ Hand tools inspection record
- ✓ Scaffold Inspection register, as applicable
- ✓ Ladder, hoist inspection record, as applicable

Inspection, Monitoring and Reporting

[REDACTED] shall comply with the requirements of the safety management plan upon which the dates of inspections and training and awareness will be entered, conducted and monitored.

[REDACTED] shall ensure that they comply with procedure reference to Accident, Non-conformance and corrective and preventive action management.

[REDACTED] shall keep all records of inspections and investigations undertaken [REDACTED] the specified legal period as defined in the OHSA and Regulations.

3.1

- [REDACTED] Site Management will carry out daily informal visual inspections of site during normal course of work. In the event of a known unsafe condition or environment arising, Site Management will either rectify the matter so as to provide a safe working environment, or, if this cannot be readily achieved, competent health and safety assistance will be obtained.
- Internal Audits will be conducted monthly by competent [REDACTED] personnel, or persons acting on their behalf. Refer to the Project Appointments section for details of these persons.
- Deviations identified and non-conformances reported shall be investigated and corrective action taken to prevent re-occurrences, which arise out of the internal audits.

3.14.2 External Safety Audits

- These audits are to be conducted at least monthly by the Client or their appointed Agent.
- Findings of these audits should be made known to the Principal Contractor for corrective action purposes.
- A copy of the audit shall be kept on site by the Principal Contractor for inspection purposes.

3.15 Fire and Emergency Procedures

Escape routes on the site are to be defined by Site Management, kept clear and regularly checked. Signage will indicate fire escape routes where routes are not easy to see.

All employees will be informed of emergency procedures at site induction and an emergency plan will be displayed at site office.

The fire procedures will be overseen by Site Management and will be an integral part of the site induction training.

The following action is to be taken in the event of a fire or explosion occurring on site:-

Upon discovery of a fire/hearing explosion:

- Sound the alarm and attempt to put out the fire with an extinguisher if you have been trained to do so – do not place yourself at any risk of injury
- Inform your Supervisor Immediately
- Call the fire services if required

- Leave the site and assemble at the assembly point

Upon hearing the fire alarm

- Vacate the works area
- Report to the assembly point
- Do not return to the works area until given the all clear by Site Management.

Testing Emergency Procedures

Procedures will be tested during the works at appropriate intervals. Roll Call registers will be completed after every emergency procedure performed on site.

3.15.1 Fire Extinguishers and Fire Fighting Equipment

[REDACTED] shall ensure that all fire equipment to be used on site will comply with the following:

- Extinguishers shall be placed in positions to ensure fast and easy access is maintained at all times.
- Placement of all extinguishers shall be depicted with the required pictograms.
- Extinguishers shall be serviced once annually, and after discharge or visible signs of depressurization.
- [REDACTED] shall ensure a person is appointed to inspect the extinguishers on a regular basis. The results of which are to be entered into a register designed for that purpose.

3.16 First Aid

[REDACTED] shall ensure that all working areas are adequately provided with first aid kits and first aid boxes/equipment, as necessary and in accordance with legal requirements. The First Aid attendant shall be trained in accordance with the requirements set out in the OHSA with recognized and accredited service providers.

Proof of training attended (certificate) shall be attached to the written acceptance of appointment. It will be the first aid attendant's responsibility to ensure the contents of the first aid boxes are monitored and inspections recorded on the contents of the first aid box register.

First Aid procedure in the event of an accident:

- Notify First Aider and site management immediately
- Site management to call ambulance if required.
- Site safety officer to be informed as well as client/client agent

3.17 Accident/Incident Reporting and Investigation

Should accident investigation need to be conducted [REDACTED] shall appoint a competent person in writing to conduct the said investigation. The name of this person is in the Appointments section of this Plan. The procedure to be followed will be in accordance with the OHSA requirement on the Annexure 1 and on a Detailed Accident Investigation Document.

All incidents will be reported to the appointed OH&S Agent.

[REDACTED] shall ensure that the results of all investigations are communicated to the employees engaged through incident recall and prescribed meetings. [REDACTED] LTD shall ensure that the investigations are kept for record purposes in accordance with the prescribed requirements set out in the OHSA.

3.18 Preliminary Hazard Identification and Risk Assessment (HIRA)

shall conduct hazard identification, job observations and task analysis of activities on site. Risks identified will be reviewed and rated on site.

3.18.1 Risk Assessment

Risk assessments will be carried out by the competent person who will be appointed in writing prior to the commencement of any construction work. The Risk Assessor will do these studies in order to assess the risks which shall form part of the safety plan applied on site. The risk assessments will be placed in the Implementation File on site.

Contractors are likewise required to assess risks associated with their works and they are required to provide a copy of their assessment to

All risk assessments must state the nature of the hazard and the control measures required to reduce or eliminate such hazards to a legally acceptable level. Representative groups of employees, as applicable, must be consulted on the contents of the risk assessment. If no health and safety committees exist on site. It is the intention the site be as free from hazard and risk as is reasonably practicable.

The A Team that will be established will comprise members as follows.

- Health and Safety Representative(s), where numbers of employees requires the appointment of Health and Safety Representatives.
- Health and Safety Committee Member(s) where numbers of Health and Safety Representatives requires that a Committee be established
- Management Representative

shall ensure that all HIRA's conducted will be conveyed to all personnel and contractors through the site training program and that these training sessions will be presented by the competent person regarding the hazard and related work procedures before any work commences.

Plan is required in terms of the Regulations, this will be compiled by VHP and will form part of the safety plan on site.

Contractors are required to ensure that their operatives are conversant with the risks that their operations pose during the project, as well as the control measures required to address such risk.

Hazards applicable to this site include

Bricklaying	Painting
Compacting and Filling	Plant / Vehicle and Equipment Operation
Compactor Operations	Plastering
Concrete Pumping	Plumbing
Contaminated Land	Protection of Members of the Public
Cutting off Disc	Scaffold Erection / Dismantling
Demolition	Skipping of Concrete
Electric Tools and Electrical Installations	Tower Scaffold
Excavations	Underground Services
Fire	Working at Height (excluding scaffold)
Form Work	Other:
Hand tools	
Hazardous Substances	
Lifting Operations	
Manual Handling of General Items	
Noise and Dust	

[REDACTED] shall ensure that all other contractors or PC contractors are warned of hazardous or potentially hazardous situations, which may prevent them from effectively performing their duties.

Risk Assessments will be re-assessed by the [REDACTED] Risk Assessor if there is a significant change to the matter to which it relates.

Permits to work will be issued for any activities that are deemed by site management to warrant such issue.

3.18.2 Hazardous Substances:

Material Safety Data Sheets will be provided by [REDACTED] known hazardous substance on site. Sub-contractors working on site are also required to produce all relevant material safety data sheets for hazardous substances which they use on site.

The aim is to prevent foreseeable risk of injury to persons coming into contact with hazardous substances on site. A responsible person will be appointed as the controller of all Hazardous Chemical Substances. (See appointments in file)

3.18.3 Designers Input / Design Co-Ordination

The Designer for the project is required under Construction Regulations to inform the client and contractor in writing of any known or anticipated dangers or hazards relating to the construction work and make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered.

The Designer for the project must take note and inform the client and PC contractor:
All relevant health and safety information about the design of the relevant structure that may affect the pricing of the construction work; the geotechnical-science aspects, where appropriate; and the loading that the structure is designed to withstand.

Inform the client in writing of any known or anticipated dangers or hazards relating to the construction work, and make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered.

Refrain from including anything in the design of the structure necessitating the use of dangerous procedures or materials hazardous to the health and safety of persons, which can be avoided by modifying the design or by substituting materials.

Take into account the hazards relating to any subsequent maintenance of the relevant structure and must make provision in the design for that work to be performed to minimize the risk.

When mandated by the client to do so, carry out the necessary inspections at appropriate stages to verify that the construction of the relevant structure is carried out in accordance with his design: Provided that if the designer is not so mandated, the client's appointed agent in this regard is responsible to carry out such inspections.

Stop any contractor from executing any construction work which is not in accordance with the relevant design's health and safety aspects: Provided that if the designer is not so mandated, the client's appointed agent in that regard must stop that contractor from executing that construction work;

When mandated by the client, in his or her final inspection of the completed structure in accordance with the National Building Regulations, include the health and safety aspects of the structure as far as reasonably practicable, declare the structure safe for use, and issue a completion certificate to the client and a copy thereof to the contractor and during the design stage, take cognisance of ergonomic



design principles in order to minimize ergonomic related hazards in all phases of the life cycle of a structure.

The designer of temporary works must ensure that—

- a) all temporary works are adequately designed so that it will be capable of supporting all anticipated vertical and lateral loads that may be applied;
- b) the designs of temporary works are done with close reference to the structural design drawings issued by the contractor, and in the event of any uncertainty consult the contractor;
- c) all drawings and calculations pertaining to the design of temporary works are kept at the office of the temporary works designer and are made available on request by an inspector; and
- d) the loads caused by the temporary works and any imposed loads are clearly indicated in the design.

3.18.4 Method Statements

Method statements will be prepared for activities required by legislation to be accompanied by such documentation. Typically this includes demolition, working with asbestos and excavating using explosives. Where applicable, method statements applicable to the works will be kept in the Implementation File on site.

3.19 Personal Protective Equipment (PPE) and Clothing

Personal protective equipment (PPE) shall be provided to employees by VHP HOLDINGS (PTY) LTD where risk assessment has shown it to be required. Users of PPE are will be trained in its usage and maintenance by VHP HOLDINGS (PTY) LTD. Defective PPE will be replaced immediately by VHP HOLDINGS (PTY) LTD. PPE must be signed for by personnel receiving such issue.

Visitors to site will also be required to wear the appropriate PPE before going on site. Contractors must ensure that they and their employees wear the appropriate PPE at all times on site.

Minimum PPE Requirements: Safety Shoes, High Visibility Vest, Hard Hat on construction site

3.20 Noise

The provisions of Noise Induced Hearing Loss (NIHL) Regulations promulgated in the OHS Act, will be complied with. This includes the provision of hearing protection to employees where the noise levels exceed legislated limits (85 dba) and the noise levels cannot reasonably be reduced by other means.

Exposure of pedestrians, employees and other contractors to excessive noise will be the subject of ongoing noise level assessment. Where required, Noise Zones will be declared with the appropriate signage being displayed.

3.21 Occupational Health and Safety Signage

VHP HOLDINGS (PTY) LTD shall assess the Health and Safety Signage requirement in conjunction with the HIRA's conducted and will place the signage at strategic positions on the site works. VHP HOLDINGS (PTY) LTD shall also maintain the signage to ensure its effectiveness at all times and under all conditions. Signage, which cannot be repaired, shall be replaced.

3.22 Contractors/Suppliers

Refer to the list of Contractors in section 1.5 for information on their details. VHP HOLDINGS (PTY) LTD shall enter into an Agreement with Mandatory in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993, with all sub-contractors appointed. VHP HOLDINGS (PTY) LTD shall assist and ensure the Contractors engaged comply with all of these requirements and adhere to the requirements set out in the OHS Act.

[REDACTED]

[REDACTED] will appoint each contractor in writing and maintain an updated list of contractors on site. All Contractors will be responsible for appointing their own Supervisor (8.7) and Assistant Supervisor (8.8).

All Contractors on site working for [REDACTED] will be required to produce the following information [REDACTED] for approval prior to commencing work on site:

- Section 37(2) Mandatory Agreement
- Confirmation that they have allowed sufficient funds for compliance with applicable legislation
- Their Project Health and Safety Plan, risk assessments and fall protection plan
- Their Letter of Good Standing from Workman's Compensation
- Appropriate training certificates for, e.g.: First Aiders, Plant Operators, etc
- Medical Fitness certificates (Done by a OHS Practitioner only in the form of a Annexure 3)

[REDACTED] TD site management will audit contractors [REDACTED] the course of their involvement on the project. Further, [REDACTED] management will monitor that contractors are carrying out work in a safe manner.

3.23 Project Health and Safety File Arrangements

The Project Health and Safety File is a working document that requires updating as the project progresses with registers being filled in, appointment letters being changed, possible design changes etc. On completion of the project the Safety Plan and Implementation File will be handed to the Client for safe keeping.

Sub contractors are also required to maintain Project Health and Safety Files for their activities. These Files must include the relevant appointment letters and inspection registers. These Files must be handed over at the completion of their involvement on the project to the Project Client or [REDACTED]

3.24 Medical Certificates of Fitness

[REDACTED] site management will be responsible for ensuring that employees who are required to have medical certificates of fitness issued by an occupational health practitioner in the form of annexure-3, for activities as laid down in the Construction Regulations and Occupational Health and Safety Act, are in possession of such certificates. This is required for all employees on site.

4.0 OCCUPATIONAL SAFETY

4.1 Excavations, Sloping, Dewatering or Drainage

[REDACTED] shall ensure that for all activities involving excavations, sloping, [REDACTED] the working procedure is submitted to the Engineer for approval prior to work commencing.

5.0 PLANT, MACHINERY AND EQUIPMENT

5.1 Construction Plant

- [REDACTED] will ensure that all relevant operators have undergone pre-medical
- [REDACTED] shall ensure that all construction plants moving parts are adequately protected.
- Pre-start inspections shall be conducted daily on all motorized equipment; deviations of such inspections shall be recorded.
- A trained and authorized operator, whom will be appointed accordingly, shall operate construction plant identified for use.

- Competency Certification and Medical Certification, for both employed and hired operators will be maintained in the H&S File
- All construction plant shall be operated under the direct supervision of a person competent to identify potential hazards in the work being conducted
- Work involving the use of construction plant shall be conducted in accordance with an approved Hazard Identification Risk Assessment.
- VHP HOLDINGS (PTY) LTD shall ensure all operators are equipped with the necessary PPE.

5.2 **Hired Plant and Machinery**

VHP HOLDINGS (PTY) LTD shall ensure the following criteria are adhered to when considering hired plant and machinery:

- Only approved hire companies shall supply equipment to the site.
- Hired plant shall be checked for safety compliance by the operator prior to being accepted for use on site.
- Should hired equipment be accompanied by an operator, VHP HOLDINGS (PTY) LTD shall ensure competency and medical fitness is verified.
- VHP HOLDINGS (PTY) LTD shall appoint hired plant operators writing, proof will be displayed in writing on site.
- VHP HOLDINGS (PTY) LTD shall ensure that all operators are equipped with the required PPE before commencing work on site.

5.3 **General Machinery**

In accordance with General Machinery Regulation 2(1), VHP HOLDINGS (PTY) LTD shall:

- Ensure a competent person be appointed as defined in the above clause from the Occupational Health and Safety Act, 85 of 1993 and Regulations, to service and maintain all machinery in use on site.
- VHP HOLDINGS (PTY) LTD shall ensure that records are maintained of the services conducted.

5.4 **Portable Electrical/Explosive Power Tools**

VHP HOLDINGS (PTY) LTD shall ensure the following procedure is adhered to regarding Portable Tools and Explosive Power tools:

- Minimum compliance with legislation regarding inspection and maintenance intervals by competent person.
- Only competent persons shall be permitted to conduct routine and formally recorded inspections on the equipment.
- Persons competent to inspect the equipment shall be appointed in writing.
- Persons who are trained to operate such equipment shall be appointed and shall be the only persons to operate the equipment.
- VHP HOLDINGS (PTY) LTD shall ensure operation of the equipment is in accordance with the approved HIRA and Safe Working Procedure set out.
- VHP HOLDINGS (PTY) LTD shall ensure awareness training to ensure compliance.
- VHP HOLDINGS (PTY) LTD shall ensure the required PPE and clothing is provided and maintained.

VHP HOLDINGS (PTY) LTD ensure that whilst working on the contract, all employees will be transported in accordance with the requirements set out in the National Road Transport Regulations, 2001 and National Road Traffic Act, 1996.

The requirements shall include but are not limited to the following:

- Personnel shall not be transported on vehicles which are already conveying other goods or tools;
- Tools, material and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees

- Personnel shall not be transported in open vehicles. An adequate canopy or cover shall be provided; vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried
- No employees shall stand or sit on the edge of the vehicle conveying them;
- Drivers shall be appointed and in possession of a valid public drivers permit.

6.0 Construction employees' facilities

Occupational Health is Important [REDACTED] Often employees are unaware of the dangers they are exposed to from hazardous substances through inhalation, ingestion, absorption and radiation and therefore cannot protect themselves against these risks. It is therefore [REDACTED] intention to ensure that the employees engaged do not conduct work at high risk areas and on high risk activities unless a proper HIRA has been conducted.

VH [REDACTED] shall ensure that all employees are adequately protected by providing the [REDACTED] which will help eliminate the potential risk.

Welfare facilities will be provided in accordance with the provisions of the Construction Regulations, 2014:

A contractor must, in addition to the construction site provisions in the Facilities Regulations, 2004, promulgated by Government Notice No. R. 924 of 3 August 2004, provide at or within reasonable access of every construction site, the following clean, hygienic and maintained facilities:

- Shower facilities after consultation with the employees or employees representatives, or at least one shower facility for every 15 persons;
- at least one sanitary facility for each sex and for every 30 workers;
- hanging facilities for each sex; and

[REDACTED] will provide reasonable and suitable living accommodation for the workers at construction sites who are far removed from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

Where the client, or other party, has made facilities available for use on site [REDACTED] LTD will co-ordinate such provision with the party concerned. In all cases [REDACTED] that the welfare facilities provided are in a clean and hygienic condition and are suitable and sufficient for the site needs.

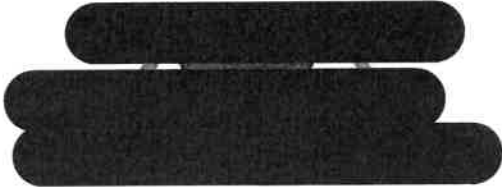
7.0 IMPLEMENTATION AND COMPLIANCE / PERFORMANCE MONITORING

7.1 Management Review

- Management reviews of the Safety Management System will be done.

7.2 Control Review

- HIRA's will be assessed and evaluated for adequacy and consistency when required.
- Safe Operating Procedures will be evaluated for adequacy and compliance.
- As part of the monthly Contractor's Report, the Client will be informed of the progress to date and the problems incurred with regards to the Implementation of the Health and Safety Plan.



8.0 SITE RULES

1. Ensure that you wear a Safety Vest and safety Shoes at all times and that you wear adequate PPE as per job requirement.
2. Use only the access routes provided as you are instructed.
3. As soon as any unsafe acts or conditions come to your attention, report them to the site manager.
4. Should you injure yourself, report this to the site manager before you leave the site.
5. Stay away from open edges and floor openings.
6. Obey all site notices and signs.
7. Be aware of overhead work and do not pass under suspended loads.
8. You are required to be safety conscious, e.g. stand still while answering a cell phone.
9. All visitors must report to site office and must be accompanied by site supervision while on site.
10. Visitors are to stay as far away as reasonably practicable from the work activities.
11. Be aware of your surroundings and do everything possible to prevent accidents and to minimize risks.
12. You are not permitted to operate any machinery unless you are authorised to do so, or you are doing such work under the supervision of the site manager.
13. REPORT any Injury or safety hazard immediately to your superior
14. No person is allowed to be under the influence of intoxicating liquor or drugs while on duty
15. Workers to warn away pedestrians from site activates
16. Do not engage in any unnecessary conversations with the local community and especially with children
17. No workers are allowed to use the public park as a rest area.

9.0 ENVIRONMENTAL ISSUES AND RESTRICTIONS

VHP HOLDINGS (PTY) LTD will liaise with the Client, Local Authority and other appropriate bodies with regards to restrictions on working hours, noise, dust, waste, and any other environmental matters pertaining to the project.

10.0 SELECTION PROCEDURES

All sub-contractors who attend site must be satisfied  selection assessment procedure.  (PTY) LTD will evaluate and approve their sub-contractors health and safety competence and resources for this project.

11.0 WASTE DISPOSAL ARRANGEMENTS

Waste disposal will be carried out in accordance with statutory and local authority restrictions and requirements. Copies of any relevant documentation will be held on site.

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 20: PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER

The Tenderer should record any proposed deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any proposed deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

If no deviations or qualifications are proposed, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION
		N/A

Number of sheets appended by the tenderer to this Schedule 20: _____

SIGNED ON BEHALF OF TENDERER:  _____

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

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APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 21: FUNCTIONALITY CRITERIA

Minimum score for functionality

In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for functionality as stated below.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

No	Description of functionality criteria	Maximum possible points	Minimum points required for individual criterion
1	Experience of Assigned Director, Contract Manager, Site Agent and General Foreman (refer to Schedule 12) (Key Personnel)	20	12
2	Company track record of House Building (refer to Schedule 9)	10	6
	Total Minimum Score for functionality		18
	Total Maximum Score for functionality	30	

The minimum score for functionality is 18. Tenderers that fail to achieve the minimum score for functionality will be declared as non-responsive.

Should any of the Key Personnel score a zero (0) in terms of experience, the tenderer will be deemed Non-Responsive.

Should the tenderer score a zero (0) for track record, the tenderer will be deemed Non-Responsive

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture (appended to Schedule 3, Part T2.2: Returnable Schedules).

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

A more detailed explanation of the functionality criteria is given below:

Functionality Criteria Scorecard PANEL 1 – TENDERERS WHO HAVE SUCESSFULLY COMPLETED AT LEAST 1 PROJECT CONSISTING OF 500 OR MORE HOUSES.			
Quality criteria	Description	Experience	Possible Score
3. Experience of Assigned Director, Contract Manager, Site Agent and General Foreman, currently employed by the tenderer. (Key Personnel) Refer to Schedule 12 – Supporting documentation (CV's of the staff members assigned) must be appended to Schedule 12.	Experience of each key staff member in the specific field, who will be assigned to this project	Contract Director – no experience in managing subsidised housing projects comprising of 500 or more houses per project.	0
		Contract Director – managed and completed at least 1 subsidised housing project comprising of 500 or more houses, in the last 10 years.	3
		Contract Director – managed and completed 2 or more subsidised housing projects comprising of 500 or more houses per project, in the last 10 years.	5
		Contract Manager – no experience in managing subsidised housing projects comprising of 500 or more houses per project.	0
		Contract Manager - managed and completed at least 1 subsidised housing project comprising of 500 or more houses in the last 10 years.	3
		Contract Manager – managed and completed 2 or more housing projects comprising of 500 or more houses per project, in the last 10 years.	5
		Site Agent – no experience in managing subsidised housing projects comprising of 500 or more houses per project.	0
		Site Agent - managed and completed at least 1 subsidised housing project comprising of 500 or more houses per project, in the last 10 years.	3
		Site Agent - managed and completed 2 or more subsidised housing projects comprising of 500 houses or more houses per project, in the last 10 years.	5
		General Foreman – no experience in managing subsidy housing projects comprising of 500 or more houses per project.	0
		General Foreman - managed and completed at least 1 housing project comprising of 500 or more houses per project, in the last 10 years.	3
		General Foreman - managed and completed 2 or more subsidised housing projects comprising of 500 or more houses per project, in the last 10 years.	5

4. Company track record Refer to Schedule 9 – Supporting documentation (Company Profile and Contactable references) must be appended to Schedule 9.	A list of similar or comparable projects successfully completed by the Tenderer during the last 10 years	No subsidised housing project comprising of 500 or more houses completed within the past 10 years.	0
		Completed at least 1 subsidised housing project, comprising of 500 or more houses, in the last 10 years.	6
		Completed 2 or more subsidised housing projects comprising of 500 or more houses per project in the last 10 years	10

Functionality Criteria Scorecard
PANEL 2 – TENDERERS WHO HAVE SUCCESSFULLY COMPLETED AT LEAST 1 PROJECT CONSISTING OF BETWEEN 200 AND 499 HOUSES. (Note that only those tenderers who qualify in terms of eligibility for Panel 1, may submit an average cost per house for this panel)

Quality criteria	Description	Experience	Possible Score
1. Experience of Assigned Director, Contract Manager, Site Agent and General Foreman, currently employed by the tenderer. (Key Personnel) Refer to Schedule 12 – Supporting documentation (CV's of the staff members assigned) must be appended to Schedule 12.	Experience of each key staff member in the specific field, who will be assigned to this project	Contract Director – no experience in managing subsidised housing projects comprising of between 200 and 499 houses per project.	0
		Contract Director – managed and completed at least 1 subsidised housing project comprising of between 200 and 499 houses, in the last 10 years.	
		Contract Director – managed and completed 2 or more subsidised housing projects comprising of between 200 and 499 houses per project, in the last 10 years.	5
		Contract Manager – no experience in managing subsidised housing projects comprising of between 200 and 499 houses per project.	0
		Contract Manager - managed and completed at least 1 subsidised housing project comprising of between 200 and 499 houses in the last 10 years.	3
		Contract Manager – managed and completed 2 or more housing projects comprising of between 200 and 499 houses per project, in the last 10 years.	
		Site Agent – no experience in managing subsidised housing projects comprising of between 200 and 499 houses per project.	0
		Site Agent - managed and completed at least 1 subsidised housing project comprising of between 200 and 499 houses, in the last 10 years.	
		Site Agent - managed and completed 2 or more subsidised housing projects comprising of between 200 and 499 houses per project, in the last 10 years.	5
		General Foreman – no experience in managing subsidised housing projects	0

		comprising of between 200 and 499 houses per project.	
		General Foreman - managed and completed at least 1 housing project comprising of between 200 and 499 houses in the last 10 years.	3
		General Foreman - managed and completed 2 or more subsidised housing projects comprising of between 200 and 499 houses per project, in the last 10 years.	
2. Company track record Refer to Schedule 9 – Supporting documentation (Company Profile and Contactable references) must be appended to Schedule 9.	A list of similar or comparable projects successfully completed by the Tenderer during the last 10 years	No subsidised housing projects comprising of between 200 and 499 houses completed within the past 10 years.	
		Completed at least 1 subsidised housing project, comprising of between 200 and 4999 houses, in the last 10 years.	
		Completed 2 or more subsidised housing projects comprising of between 200 and 499 houses per project in the last 10 years	10

Functionality Criteria Scorecard PANEL 3 – TENDERERS WHO HAVE SUCESSFULLY COMPLETED AT LEAST 1 PROJECT CONSISTING OF BETWEEN 25 AND 199 HOUSES. (Note that only those tenderers who qualify in terms of eligibility for Panel 2, may submit an average cost per house for this panel) Tenderers qualifying in terms of eligibility for Panel 1 may not submit an average cost per house for this panel)			
Quality criteria	Description	Experience	Possible Score
1. Experience of Assigned Director, Contract Manager, Site Agent and General Foreman, currently employed by the tenderer. (Key Personnel) Refer to Schedule 12 – Supporting documentation (CV's of the staff members assigned) must be appended to Schedule 12.	Experience of each key staff member in the specific field, who will be assigned to this project	Contract Director – no experience in managing subsidised housing projects comprising of between 25 and 199 houses per project.	0
		Contract Director – managed and completed at least 1 subsidised housing project comprising of between 25 and 199 houses, in the last 10 years.	3
		Contract Director – managed and completed 2 or more subsidised housing projects comprising of between 25 and 199 houses per project, in the last 10 years.	6
		Site Agent – no experience in managing subsidised housing projects comprising of between 25 and 199 houses per project.	0
		Site Agent - managed and completed at least 1 subsidised housing project comprising of between 25 and 199 houses per project, in the last 10 years.	3
		Site Agent - managed and completed 2 or more subsidised housing projects comprising of between 25 and 199 houses per project, in the last 10 years.	6

		General Foreman – no experience in managing subsidy housing projects comprising of between 25 and 199 houses per project.	0
		General Foreman - managed and completed at least 1 housing project comprising of between 25 and 1999 houses, in the last 10 years.	3
		General Foreman - managed and completed 2 or more subsidised housing projects comprising of between 25 and 199 houses per project, in the last 10 years.	6
2. Company track record Refer to Schedule 9 – Supporting documentation (Company Profile and Contactable references) must be appended to schedule 9	A list of similar or comparable projects successfully completed by the Tenderer during the last 10 years	No subsidised housing projects comprising of between 25 and 199 houses completed within the past 10 years.	0
		Completed at least 1 subsidised housing project, comprising of between 25 and 199 houses, in the last 10 years.	6
		Completed 2 or more subsidised housing projects comprising of between 25 and 199 houses per project in the last 10 years	12

Number of sheets appended by the tenderer to this Set

SIGNED ON BEHALF OF TENDERER: X

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 22 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector.

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

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

1. General Conditions

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2 Regulation 8(1) prescribes that in the case of designated sectors, where in the award of bids where local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3 The designated sector **Electrical and Telecom Cables, as well as Valves and Actuators** is applicable to items tendered for as detailed in Annexure C and C1 and all products tendered for these items must comply with the requirements in respect of the local production and content legislation.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by ABSA Bank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

NOTE: The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

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

2 Definitions

- 2.1 "bid" includes written price quotations, advertised competitive bids or proposals;
- 2.2 "bid price" price offered by the supplier, excluding value added tax (VAT);

- 2.3 "contract" means the agreement that results from the acceptance of a bid by an organ of state;

SCHEDULE 22 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

- 2.4 "designated sector" means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry (dti) in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5 "duly sign" means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual) as per Returnable Schedule 1.
- 2.6 "imported content" means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7 "local content" means that portion of the bid price which is not included in the Imported content, provided that local manufacture does take place;
- 2.8 "stipulated minimum threshold" means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9 "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Electrical and Telecom Cable sector	90%
Valves and Actuators	70%

4. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?
(Tick applicable box)

YES	☐	NO	☒
-----	--------------------------	----	-------------------------------------

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.2 of the above General Conditions must be the rate(s) published by Absa Bank at close of business on the date of advertisement of the bid.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<u>Currency</u>	<u>Rates of exchange</u>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Suppliers must submit proof of the ABSA Bank rate(s) of exchange used.

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the CCT provide directives in this regard.

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

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APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 22 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ... (full names),
do hereby declare, in my capacity as
of (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

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

If the bid is for more than one product, the local content percentages for each product as indicated in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality / Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity taking any or all of the remedial action in terms of clause 14 of the Preferential Procurement Framework Regulations promulgated under the Preferential Procurement Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE

WITNESS

WITNESS NO. 2

DATE

DATE

DATE:

SCHEDULE 22 Cont.: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

NB

- 3 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 4 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ... (full names),
do hereby declare, in my capacity as
of (name of bidder entity), the following:

- (f) The facts contained herein are within my own personal knowledge.
- (g) I have satisfied myself that:
 - (ii) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;
- (h) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

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

If the bid is for more than one product, the local content percentages for each product obtained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (i) I accept that the Procurement Authority / Municipality / Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (j) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verified as described in SATS 1286:2011, to the Procurement Authority / Municipal / Municipal Entity, may result in the bid being rejected under the provisions of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

SIGNED

WITNESSED

WITNESS No. 2

DATE:

Annex C

Local Content Declaration - Summary Schedule

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

Note: VAT to be excluded from all calculations

Tender Item no's	List of Items	Calculation of local content						Tender summary			
		Tender price per UoM (excl VAT)	Exempted Imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)		(C16)	(C17)	(C18)	(C19)
	Electrical wiring of plug points. House wire (2.5mm) twin and earth										
	Electrical wiring of light points. House wire (1.5mm) twin and earth										

75

T2.2

Returnable Schedules

Tender
Part T2: Returnable documents
Contract No. 106Q/2017/18

Calculation of local content								Tender summary				
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content	
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)	
Total tender value									R			
Total Exempt imported content										R		
(C22) Total Tender value net of exempt imported content										R		
(C23) Total Imported content											R	
(C24) Total local content											R	
(C25) Average local content % of tender												

Signature of tenderer from Annex B

Annex C 1

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

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

Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender summary			
								Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
	15mm SABS approved sink taps (hot and cold water)										
	15mm SABS approved basin taps (hot and cold water)										
	15mm SABS approved bath taps (hot and cold water)										
	15mm SABS approved stopcock										

Tender
Part T2: Returnable documents
Contract No. 106Q/2017/18

77
T2
Returnable Schedules



SCHEDULE 23: PRICE BASIS FOR IMPORTED PLANT AND MATERIALS

[illegible]

* State Customs Duty Tariff Reference for each item

Note:

Note that any Plant and Materials not inserted in this schedule shall be deemed to be manufactured in South Africa for the purposes of Contract Price Adjustment. The BASE DATE referred to in the schedule shall be the date of the tender closing.

SIGNED ON BEHALF OF THE

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT
SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 24: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 25: PREFERENCE SCHEDULE

Preference Schedule where preferences are granted in respect of B-BBEE contribution

1 Definitions

The following definitions shall apply to this schedule:

All applicable taxes: Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Applicable Code: Shall be either the Amended Codes of Good Practice (published on 11 October 2013) or Sector Specific Codes as indicated in the tender conditions

B-BBEE: Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

B-BBEE status level of contributor: The B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Bid (Tender): A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.

Black Designated Groups: The meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003, (Act 53 of 2003).

Black People: The meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.

Broad-Based Black Economic Empowerment Act: The Broad-Based Black Economic Empowerment Act, Act 53 of 2003.

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

Contract: The agreement that results from the acceptance of a bid by an organ of state.

Co-operative: A co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act no. 14 of 2005).

Designated Group: Black designated groups, black people, women, people with disabilities or small enterprises as defined in section 1 of the National Small Enterprises Act, 1996 (act no. 102 of 1996)

Designated Sector: A sector, sub-sector or industry or product that has been designated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Exempted Micro Enterprise (EME): An exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Firm Price: The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

Functionality: The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents..

Military Veteran: The meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

National Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Non-firm prices: All prices other than "firm" prices.

Person: Includes a juristic person.

People with disabilities: The meaning assigned to it in section 1 of the Employment equity Act, 1998 (Act No. 55 of 1998).

Price: Includes all applicable taxes less unconditional discounts.

Proof of B-BBEE status level of contributor: The B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of good Practice or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

Qualifying Small Enterprise (QSE): A qualifying small enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Rand Value: means the total estimated value of a contract in Rand, calculated at the time of bid invitations.

Rural Area: A sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area or an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

Stipulated Minimum Threshold: The minimum threshold stipulated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Sub-contract: The primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

The Act: The Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

Total Revenue: Bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007.

Township: An urban living area that at any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.

Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Trust: The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

Trustee: Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

Youth: The meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of quotation offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept that a contract may not be awarded if the price offered is not market related;
- 4) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
- 5) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBBEE level of contribution in accordance with the Codes of Good Practice, 2013, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);
- 6) accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 7) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;
- 8) accept that suppliers are required to be registered on the City of Cape Town's Supplier Database prior to the acceptance of tenders in order to qualify for preference points. The CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;
- 9) accept that, notwithstanding 8) above, a supplier will not be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-

contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;

- 10) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and
- 11) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

The sanctions for breaching the conditions associated with the granting of preferences are:

- 1) disqualify the supplier from the quotation process;
- 2) recover costs, losses or damages the CCT has incurred or suffered as a result of the supplier's or contractor's conduct;
- 3) cancel the contract in whole or in part and claim any damages which the CCT has suffered as a result of having to make less favourable arrangements due to such cancellation;
- 4) restrict the supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the CCT for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied and inform the National Treasury accordingly;
- 5) forward the matter for criminal prosecution; and/or
- 6) financial penalties payable to the CCT, as set out below.

Financial penalty for breach of Condition 2 in Section 2 above:

The penalty to be applied for sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the supplier qualified for (unless so declared or proven to be beyond the control of the supplier, or the sub-contractors are EMEs that have the capability and ability to execute the sub-contract works) shall be as provided for in the following formula:

$$\text{Penalty} = 0.5 \times E(\%) \times P^*$$

where:

E = The value of work (excluding VAT) executed by sub-contractors that do not qualify for at least the preference points that the supplier qualified for, expressed as a percentage of P*, less 25%

P* = Value of the contract

Financial penalty for breach in terms of condition 6 in Section 2 above:

The penalty to be applied where, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) in Section 2 above was based, and the impact of which is that the Joint Venture would not have been awarded that contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, shall be as provided for in the following formula:

$$\text{Penalty} = 5/100 \times (B-BBEE^a - B-BBEE^b) \times P^*$$

where:

B-BBEE^a = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract

B-BBEE^b = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of quotation evaluation

P* = Value of the contract

Financial penalty for breach in terms of condition 10 in Section 2 above:

The penalty to be applied where the supplier fails to disclose subcontracting arrangement after the award of the tender is up to a maximum of 10% of the value of the contract.

4 Level of Contribution In respect of enterprise status or structure of the tendering entity (the supplier)
In the interest of transparency, suppliers are required to complete Table 1: Level of Contribution below.

Table 1: Level of Contribution

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME), 100% black-owned	☐
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	☐
Exempted Micro Enterprise (EME), less than 51% black-owned	☐
Qualifying Small Enterprise (QSE), 100% black-owned	☐
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	☐
Qualifying Small Enterprise (QSE), less than 51% black-owned	☐
Verified B-BBEE contributor B-BBEE Status Level of Contribution	☐
Non-compliant contributor	☐

¹ If it is indicated that the company/firm/entity is a verified B-BBEE contributor, then the verified status level of contributor must be inserted in the box provided (insert a number from 1 to 8 as applicable)

5 Declarations

1) With reference to Condition 8 in Section 2 above, the supplier declares that:

I/we hereby forfeit my preference points because I/we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works

☐

Note:

Tenderers who do not tick this box will be allocated preference points but the sanctions relating to breaches of preference conditions in Section 3 will be applicable if the tenderer contravenes the conditions in Section 2.

2) The undersigned, who warrants that he/she is duly authorised to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 8 in Section 2 above, for such preference claimed, and acknowledges that:

(i) the information furnished is true and correct;

(ii) the preference claimed is in accordance with the conditions of this schedule;

(iii) the supplier will furnish documentary proof to the satisfaction of the CCT that the B-BBEE status level of contribution is correct; and

the supplier warrants that the preference claimed is in accordance with the conditions of this schedule and the granting of the preference is in accordance with the conditions of this schedule.

Signature

(Signature on behalf of the Supplier (duly authorised))

For official use.

OFFICIALS AT

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname

Identity number

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (if Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Employment Equity Act 53 of 2003 as Amended, "Black People" is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3. I hereby declare:
 - The Enterprise is _____ Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
 - The Enterprise is _____ % Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
 - The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- Based on the Financial Statements and other information available on the latest financial year-end [REDACTED], the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

- Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

100% Black Owned	Level One (135% B-BBEE procurement recognition level)
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)

- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date of signing by the commissioner.

Deponent [REDACTED]

[REDACTED]
Signature & stamp

[REDACTED]
DR [REDACTED]

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

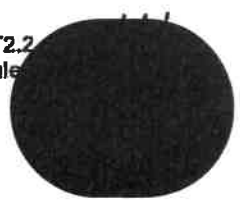
CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT
SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 27: OTHER INFORMATION TO BE PROVIDED WITH THE TENDER

Not Applicable to this tender

SIGNED ON BEHALF OF TENDERER: X



Part C1: Agreements and Contract Data

	Pages
C1.1 Form of Offer and Acceptance (Agreement)	88 – 92
C1.2 Contract Data	93 – 110
C1.3 Form of Guarantee for Construction	111 – 114
C1.4 Form of Guarantee for Advance Payment	115 – 118
C1.5 Occupational Health and Safety Agreement	119
C1.6 Protection of the Environment Declaration	120
C1.7 Insurance Broker's Warranty	121
C1.8 Contract of Temporary Employment as Community Liaison Officer	122 -124

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF
GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

C1.1 Form of Offer and Acceptance

Offer

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

**CONTRACT NO. 106Q/2017/18: APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR
THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS**

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 contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

The Average Cost Per House, inclusive of Contingencies but excluding VAT, as contained in Part C2.2 Pricing Data, shall form the tender offer and shall be utilised for tender evaluation purposes. The individual submitted rates shall be multiplied, as applicable, by the quantities required in respect of the relevant house types, to develop individual Housing Projects and be allocated in accordance with the procedures described in Part C1.2 Contract Data in this Contract document.

This offer may be returned to the employer by returning one copy of this form of offer and acceptance and whereupon the tenderer shall be deemed to be the contractor in the conditions of contract identified in the contract data.

Signature.....

Name(s).....

Capacity.....

for the tenderer

(Name of organization/tenderer)

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- Part C1: Agreements and contract data (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks 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 securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). The tenderer (now contractor) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why the agreement as a complete and accurate memorandum thereof, failing which the agreement shall constitute the binding contract between the parties.

Signature

Name(s)

Capacity

for the
Employer

CITY OF CAPE TOWN
Tower Block, Civic Centre,
12 Hertzog Boulevard
Cape Town

Name and
signature
of witness

Schedule of Deviations

Notes:

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

1 Subject	
Details	
2 Subject	
Details	
3 Subject	
Details	
4 Subject	
Details	

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

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



For the Tender

Signature

Name

Capacity

(Name of the tender)

Name and
signature
of witness

For the

Signature

Name(s)

Capacity

(Name and
address of
organization)

CH 101
Tower Block, Civic Centre,
12 Hertzog Boulevard
Cape Town

Name and
signature
of witness

Date

Confirmation of Receipt

The tenderer, (now contractor), identified in the offer part of this agreement hereby confirms receipt from the
emr... in the acceptance part of this agreement, of one fully completed original copy of this agreement,
... of deviations (if any) today:

.....(day)
.....(month)
.....(place)

For the Contractor:

Signature

Name(s)

Capacity

Signature and name of witness:

Signature

Name

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

**APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF
GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS**

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

The Conditions of Contract are clauses 1 to 30 of the JBCC Principal Building Agreement Edition 6.1 of March 2014), as prepared by the Joint Building Contracts Committee Inc.

Copies of these conditions of contract may be obtained from various constituent members' regional offices. Please consult the JBCC webpage on www.jbcc.co.za for contact details of these members.

The pro forma "JBCC Principal Agreement: Contract Data" as defined in clause 1 of the conditions of contract prepared by the Joint Building Contracts Committee shall not apply to this Contract and shall be replaced with the documentation incorporated into this tender document.

The pro forma "Guarantee for Construction" and "Guarantee for Advanced Payment" as defined in clause 1 of the conditions of contract prepared by the Joint Building Contracts Committee shall not apply to this Contract and shall be replaced with the documentation incorporated into this tender document.

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

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

The JBCC Principal Building Agreement shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) the Form of Offer and Acceptance
- b) the Contract Data
- c) JBCC Principal Building Agreement Edition 6.1 of March 2014)
- d) the Specifications
- e) the Scope of Work
- f) the Pricing Data
- g) the Model Preambles for Trades.

PRINCIPAL BUILDING AGREEMENT Contract Data

A TENDER INFORMATION

A1 Project name

To be stated in the Letter of Appointment issued to the successful tenderers

A2 Works description

The works to be undertaken comprises of the construction Breaking New Ground (BNG) subsidised houses on various project within the City of Cape Municipal Area. The extent and amount of amount of houses will be stated in the Letter of Appointment

A3 Site description

Erf No / Township	To be stated in the Letter of Appointment
Local authority	City of Cape Town
Street address	To be stated in the Letter of Appointment

A4 Employer

Name

The Director: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

Business company

–e.g.:

public

City of Cape Town

Business registration number

VAT /GST

Contact Person

Tel no

Email

petown.gov.za

Registered street address

Civic Centre, 12 Hertzog Boulevard
Cape Town

Postal address

PO Box 298, Cape Town

Telephone

021 400 2120

A5 Principal Agent

Name

To be advised in the Letter of Appointment

Practice registration number

VAT /GST

Contact Person

Tel no

Email

Registered street address

Postal address

Code

Telephone

Fax

A6 Agent

Name

To be advised in the Letter of Appointment

Practice registration number

VAT /GST

Contact Person

Tel no

Email

Registered street address

Postal address

Code

Telephone

Fax

A7 Agent

Name

To be advised in the Letter of Appointment

Practice registration number

VAT /GST

Contact Person

Tel no

Email

Registered street address

Postal address

Code

Telephone

Fax

A8 Agent

Name

To be advised in the Letter of Appointment

Practice registration number

VAT /GST

Contact Person

Tel no

Email

Registered street address

Postal address

Code

Telephone

Fax

A9 Agent

Name	To be advised in the Letter of Appointment		
Practice registration number		VAT /GST	
Contact Person		Tel no	
Email			
Registered street address			
Postal address		Code	
Telephone		Fax	

A10 Agent

Name	To be advised in the Letter of Appointment		
Practice registration number		VAT /GST	
Contact Person		Tel no	
Email			
Registered street address			
Postal address		Code	
Telephone		Fax	
Registered street address			
Postal address		Code	
Telephone		Fax	

B CONTRACT DATA

Clause references apply to the JBCC Principal Building Agreement Edition 6.1 (PSA) published March 2014.

2.0 Law, regulations and notices

2.1/25.16 Law of the country applicable to the project South Africa

5.0 Contract documents

5.5 Number of copies of documents issued free to contractor 2

Priced document

Lump sum priced document, or
Priced bills of quantities (BoQ)
System of measurement

yes / no?	No
yes / no?	Yes
Latest edition of Standard System for Measurement of Building Work in South Africa	

Contract documents comprising:

Description	Marked ?	Notes
Volume 1		
Volume 2		
Volume 3		
The Specifications		
The Letter of Appointment		To be issued to successful tenderers

Contract drawings - description	Date	Marked	Number	Revision
Not Applicable – Drawings to be Issued with Letter of Appointment				

6.0 Employer's agents

6.3	Description of interests of agents in the project other than professional services, if applicable	N/A
-----	---	-----

7.0 Design Responsibility

7.1	Description of elements of the works for which the contractor is responsible	1. Any alternative to standard specification (this is only applicable to the highest ranked tenderer). 2. Internal wiring for the housing units. 3. Roof structure. 4. All structural concrete work, including precast suspended floors. 5. All plumbing and drainage reticulation 6. All temporary works
7.2	Description of elements of the works for which subcontractors are responsible	N/A



10.0 Insurances

By the contractor in the joint names of the parties, yes /no? ☐ YES ☐ Obligation Currency Insured amount

Contract Works Insurance (CWI) (including materials and goods, temporary works)

ZAR	Contract sum
-----	--------------

Allowance for professional fees and escalation of the insured value at 25% pa, or 7%

%	20
---	----

Free issue materials at new replacement value, added to CWI, where applicable

ZAR	N/A
-----	-----

Employer owned surrounding property (care, custody, control or worked on)

ZAR	Per CWI
-----	---------

Public Liability Insurance (each and every claim OR unlimited for the period)

ZAR	R20 million
-----	-------------

Supplementary Insurance (incl. CWI extensions)

ZAR	Per CWI
-----	---------

Removal of Lateral Support Insurance

ZAR	Per CWI
-----	---------

Other:

ZAR	To be determined by Contractor
-----	--------------------------------

Policy deductibles

ZAR	To be determined by Contractor
-----	--------------------------------

Policy deductibles

- Works / free issue

Currency	Amount
contractor ZAR	Maximum of 5% per claim

- Employer owned surrounding properties

contractor ZAR	N/A
----------------	-----

- Public Liability

contractor ZAR	Maximum of 5% per claim
----------------	-------------------------

- Supplementary Insurance

contractor ZAR	Maximum of 5% per claim
----------------	-------------------------

- Removal of Lateral Support

contractor ZAR	N/A
----------------	-----

- Other:

contractor ZAR	To be determined by Contractor
----------------	--------------------------------

11.0 Security

11.1.1-5 The contractor shall provide a Guarantee for Construction to the employer >D11.2-3

yes / no?	YES
-----------	-----

11.1.3 Fixed Guarantee for Construction % of contract sum

%	7
---	---

11.1.4 Guarantee for Advance Payment [11.1.4, 11.1.5, 11.2, 12.1.9, 27.1.7, 27.2.4, 29.9,]

ADVANCE PAYMENT SCHEDULE	
The purpose of this schedule is to itemise specific Plant and materials not yet brought on to the Site for building into the Permanent Works and for which the Employer is prepared to make advance payments to the Contractor, subject to the conditions below. The items of Plant and materials which have been identified by the Employer as being suitable for advance payment in terms of the Contract are listed in the table below. Should an item or items be added to the list at tender stage by a tenderer, such item(s) will not be binding on the Employer.	
Plant and materials which have been manufactured and are stored at places other than the Site:	Plant and materials yet to be manufactured and for which a deposit with order is required from the Contractor by a manufacturer/supplier, and which may be stored at places other than the Site after manufacture:
NOT APPLICABLE	NOT APPLICABLE
Conditions: 1) The Contractor can only rely on advance payment being permitted by the Employer in respect of the Plant and materials listed in the table above. The Employer may, however, permit advance payment for other Plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the Contractor. 2) Advance payment for the purposes of deposits will only be provided up to a limit of 20% of the value of any one item being claimed. 3) The Contractor shall provide the Employer with documentary evidence of the terms and conditions for which a deposit with order is required by a manufacturer/supplier, together with the Guarantee for Advance Payment. 4) The Contractor will also be permitted to obtain advance payment for the balance of the value of the Plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored at a place other than the Site. The Contractor shall, in respect of such payment, provide an Guarantee for Advance Payment, either for such balance or, if the Guarantee for Advance Payment in respect of the deposit is to be returned by the Employer upon request, for the whole value of the item.	

12.0 Duties of the parties = employer = site

9.2.7 Alterations & additions to existing premises?

N/A

12.1.2 Premises occupied -- yes / no? identify area?

N/A

12.1.3 Relevant natural features to be retained / relocated / removed

N/A

12.1.4 Areas the contractor may not occupy?

N/A

12.1.5 Utilities connections - location

Water: Provided by Contractor
Electricity: Provided by Contractor
Tele-communications: Provided by Contractor
Ablutions: Provided by Contractor

12.1.6 Statutory, other notices and documents to be submitted / complied with by the contractor before possession of the site can be given

- Proof of Registration / Good Standing with Building Industries Bargaining Council (BIBC)
- Proof of good standing / compliance with requirements of the Compensation for Occupational Injuries and Diseases Act
- Signed Health and Safety Agreement
- Construction Guarantee

Due date: Within 2 weeks of receiving a copy of the signed contract

12.1.7 Possession of the site - intended date

Within 10 working days after receipt of all required documentation

12.1.12 Description of free issue by employer (Attach separate page for multiple items)

N/A

NOTE: If insufficient space, please see annexure: -

14.0 Nominated subcontractors

14.1.4 Specialisation

N/A

14.1.4 Specialisation

N/A

14.1.4 Specialisation

N/A

14.1.4 Specialisation

N/A

14.1.4 Specialisation

N/A

NOTE: If insufficient space, please see annexure: -

16.0 Direct contractors

16.1 Specialisation

N/A

14.1.4 Specialisation

N/A

14.1.4 Specialisation

N/A

NOTE: If insufficient space, please see annexure: -

Practical completion / penalty for late completion

		Inspection = working days	Date for Practical completion yyyymmdd	Penalty Currency	Penalty amount per calendar day
19.0	Practical completion of the works as a whole	At least 7 days before practical completion	To be agreed in Letter of Appointment	ZAR	R5 000

19.1	Practical completion of the works in sections: 1	At least 7 days before practical completion	To be agreed in Letter of Appointment	ZAR	R5 000
	Practical completion of the works in sections: 2	At least 7 days before practical completion	To be agreed in Letter of Appointment	ZAR	R5 000
	Practical completion of the works in sections: 3	At least 7 days before practical completion	To be agreed in Letter of Appointment	ZAR	R5 000
	Practical completion of the works in sections: 4	At least 7 days before practical completion	To be agreed in Letter of Appointment	ZAR	R5 000
	Practical completion of the works in sections: 5	At least 7 days before practical completion	To be agreed in Letter of Appointment	ZAR	R5 000

Note – only one of the options above will apply

19 Practical completion

19.1.1 Items that do not have to be complete to achieve practical completion

ALL ITEMS TO BE COMPLETED

NOTE: If insufficient space, please see annexure: -

19.1.1 Criteria to achieve practical completion (the BoQ may contain a more detailed description)

- Houses to be completed as per drawings and specifications.
- Houses to be presented for snagging at least 7 days' prior practical completion.
- Minor defects to be resolved prior to house handover to the beneficiary.
- Electrical sub-contractor shall submit electrical compliance certificate (COC) include earth spike readings.
- Plumbing and Drainage Completion Certificate submitted
- Competent Person to issue a structural compliance certificate.
- Contractor to issue an A19 Certificate.
- City of Cape Town Building Inspector to provide an Occupancy Certificate.
- House street numbers to be painted onto the front facade of each house.
- Stormwater management completed.
- The Contractor will remain responsible for all units (safety, security etc) until handover and occupation of the unit by the approved beneficiary.

NOTE: If insufficient space, please see annexure: -

25.0 Payment

25.0	Currency	ZAR
25.2	Issue of regular payment certificates on	date@month 25 monthly
25.3.2	Materials and goods off site – paid subject to...	Guarantee for Advance Payment N/A
25.3.4/ 25.9.5	Contract price adjustment provisions	Fixed price for duration of project but subject to review, should the housing subsidy quantum be adjusted

NOTE: If insufficient space, please see annexure: -

25.10.1	Payment Reduction up to date of practical completion	%	5
25.10.2	Payment Reduction after date of practical completion	%	2.5
25.10.3	Payment Reduction after date of final completion	%	0%

26.0 Adjustment of the contract value and final account

Payment of preliminaries

Option A Assessed by principal agent, an amount pro-rated to the value of the works executed in the same ratio as the preliminaries to the contract sum (including tax): shall apply shall exclude the amount of preliminaries, all contingency sum(s) and any allowance for CPAP

Adjustment of preliminaries [26.9.4]

Option A For the adjustment of the preliminaries both the contract sum and the contract value (including tax) shall exclude the amount of preliminaries, all contingency sum(s) and any provision for Cost Price Adjustment Provision:-

- An amount which shall not be varied
- An amount varied in proportion to the contract value as compared to the contract sum
- An amount varied in proportion to the construction period as compared to the initial construction period (excluding revisions of the construction period for to the contractor in not entitled) to adjustment of the contract value in terms of this agreement

The contractor shall provide a breakdown of charges (including tax) within 15 working days of the date of acceptance of tender and, where applicable, an apportionment of preliminaries per section

Where such information is not provided the following subdivision shall be deemed to apply:

- 10% of the amount shall not be varied
- 15% varied in proportion of the contract value to the contract sum
- 75% varied in proportion to the revised construction period compared to the initial construction period...

30.0 Dispute resolution

30.6.1	Alternative Dispute Resolution nominating body	Association of Arbitrators Southern Africa
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Changes made to JBCC documentation

See part D of this document

Note: The amendments contained in Part D of this document constitutes the only amendments to the standard JBCC Agreement that will apply. No other amendments shall be of any force or effect.

List of Annexures

Number	Description
	N/A

C TENDERER'S SELECTION (to be completed by tenderer)

19.0 Contractor's holiday periods during the construction

Contractor's annual holiday period – year 1 from		
Contractor's other holiday period – year 1 from		
Contractor's annual holiday period – year 2 from		
Contractor's other holiday period – year 2 from		until
Contractor's annual holiday period – year 3 from		until
Contractor's other holiday period – year 3 from		until

NOTE: If Insufficient space, please see annexure: -

D CHANGES MADE TO JBCC DOCUMENTATION

The pro forma "JBCC Principal Agreement: Contract Data" as defined in clause 1 of the conditions of contract prepared by the Joint Building Contracts Committee shall not apply to this Contract and shall be replaced with the documentation incorporated into this tender document.

The pro forma "Guarantee for Construction" and "Guarantee for Advanced Payment" as defined in clause 1 of the conditions of contract prepared by the Joint Building Contracts Committee shall not apply to this Contract and shall be replaced with the documentation incorporated into this tender document.

PRINCIPAL BUILDING AGREEMENT

The sub-clauses listed below replaces in full the corresponding sub-clauses as contained in the conditions of contract:

DEFINITIONS

1.0 DEFINITIONS and INTERPRETATION **1.1 Definitions**

AGREEMENT: The JBCC Principal Building Agreement (by reference), the completed contract data, Part C1.1 Form of Offer and Acceptance and other contract documents that together forms the contract between the parties.

BILLS OF QUANTITIES: The document drawn up in accordance with the measuring system [CD] and the Pricing Assumptions contained in the Pricing Data.

CONSTRUCTION PERIOD: The period commencing on the date on which the possession of the site was handed over to the contractor as recorded on the site possession certificate and ending on the date for practical completion and excluding all statutory holidays and those annual building holiday periods as stated in the contract data.

CONTRACT DOCUMENTS: The Agreement, the contract drawings, the priced document, and other identified documents [CD]

DATE FOR PRACTICAL COMPLETION: The contractual completion date or dates based on the construction period as stated in the contract data or revision thereof on or before which the contractor agrees to bring the works or sections thereof to practical completion

DATE OF PRACTICAL COMPLETION: The actual or deemed date or dates on which the contractor achieves practical completion

GUARANTEE FOR ADVANCE PAYMENT: A security at call obtained by the contractor from a financial institution approved by the Employer, as listed in the Annexure in Part C1.3 of the Contract Data, and shall be in the form of and shall contain the precise wording of the document included in Part C1.4: Form of Guarantee for Advance Payment, and that replaces the term JBCC® Guarantee for Advance Payment wherever it occurs in the Agreement

GUARANTEE FOR CONSTRUCTION: A security at call obtained by the contractor from a financial institution approved by the employer, as listed in the Annexure in Part C1.3 of the Contract Data, and shall be in the form of and shall contain the precise wording of the document included in Part C1.3: Form of Guarantee for Construction, and that replaces the term JBCC® Guarantee for Construction wherever it occurs in the Agreement

1.2 Interpretation

1.2.6 The agreement is the entire contract between the parties regarding the matters addressed in the agreement. No representations, terms, conditions or warranties not contained in the agreement shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating the agreement including this clause shall be effective unless reduced to writing and signed by the parties

2.0 LAW, REGULATIONS AND NOTICES

4.1 The contractor shall comply with the law, obtain permits, licences and approvals required and pay related charges for the execution of the works. The employer shall comply with the law obtain permits, building or similar permissions and pay charges for the works other than those which are the responsibility of the contractor. [26.4.1][CD]

Where the contract sum exceeds one hundred and thirty million Rand (R130 000 000), the employer shall, in compliance with Regulation 3 of the Construction Regulations, read together with the exemptions published in Government Notice dated 7 July 2015, apply to the Provincial Director of the Department of Labour for a construction work permit to perform the intended construction work. The employer will apply for the construction work permit as soon as possible after its Bid Adjudication Committee has awarded the contract.

contract, and the period that the Department of labour requires to issue the permit will run concurrently with the appeal period.

2.5.4 Sent by telefax – within one (1) working day after transmission

5.0 CONTRACT DOCUMENTS

5.1 The parties shall sign the original contract documents and shall each be issued with a copy thereof. The original signed contract documents shall be held by the employer.

5.3 The principal agent shall decide, and advise the contractor, which parts of the priced document may be used as a specification of materials and goods or methods, if any.

6.0 EMPLOYER'S AGENTS

6.1 The employer warrants that the principal agent has full authority and obligation to act and bind the employer in terms of the agreement subject to the limitations detailed in clauses 17 and 26. The principal agent has no authority to amend the agreement.

7.0 DESIGN RESPONSIBILITY

7.1 The contractor shall not be responsible for the design of the works other than what is identified in the contract data and the contractor's and subcontractors' temporary works. The contractor shall not be responsible for the coordination of design elements other than what is identified in the contract data and the contractor's and subcontractors' temporary works.

9.0 INDEMNITIES

9.2.7 No clause

10.0 INSURANCES

10.1.5 Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.

10.1.6 Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

10.1.7 Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.

10.1.8 Where the agreement involves manufacturing and/or fabrication of the works or part thereof at premises other than the site, the contractor shall satisfy the employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the contractor's Policies of Insurance.

10.2 Where practical completion in sections is required [20.0] or the works is for alterations or renovations to an existing building(s) the effecting of contract works insurance [10.1.1-4] shall be the responsibility of the contractor.

10.3 The party responsible [10.1] for effecting such insurances [10.1.1-4 and/or 10.2] shall make available to the other party, before commencement of the construction period, documentary evidence as provided for in C1.6: Insurance Brokers Warranty as contained in this document, that insurances has been effected. A copy of the insurance policies shall be provided to the other party within thirty (30) calendar days of the commencement of the construction period. Approval by the other party shall be deemed unless a reasonable objection is lodged within fourteen (14) calendar days of receipt of such policies. Where required, the party responsible shall provide evidence of renewal to the other party before the expiry of the current period of insurance.

10.8 No clause

11.0 SECURITY

- 11.1.1 Provide a **Guarantee for Construction** to the employer within fourteen (14) days of acceptance of the contractor's tender.
- 11.1.2 No clause
- 11.1.3 The **Guarantee for Construction** (fixed) shall be set at the percentage of the contract sum [CD] as stated in the contract data. The contractor shall keep such security valid and enforceable until the only or last certificate of practical completion has been issued.
- 11.1.4 Provide a **Guarantee for Advance Payment** where an advance payment is required equal in value to the aggregate amount of all such advance payments. The contractor shall keep such security valid and enforceable until the advanced payment has been repaid [11.2].
- 11.3.1 No clause
- 11.4 No clause
- 11.5 No clause
- 11.10 The contractor shall waive his lien within 7 (7) calendar days of the commencement of the contract period. The contractor shall ensure that a waiver of lien is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times [11.10]
- 12.0 DUTIES OF THE PARTIES**
- 12.1.1 No clause
- 12.1.6 List statutory, other notices or documents the contractor must submit and/or comply with before possession of the site can be given
- 12.1.8 No clause
- 12.2.1.a The contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the site. The contractor shall also provide at his own cost any additional facilities outside the site required by him for the purposes of the works.
- 12.2.2 Submit the priced document as part of the tender submission with items priced to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), Imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated on the summary page of these bills of quantities.
- 14.0 NOMINATED SUBCONTRACTORS**
- 14.1.1 Prepare tender documents in conformity with the n/s subcontract agreement and the requirements of the employer for work intended to be executed by a *nominated subcontractor*
- 14.1.2.a For subcontract work over R 200 000, 00, advertise the proposed subcontract works in accordance with the requirements of the employer.
- 14.1.2.b For subcontract work less than R 200 000, 00, invite at least three tenders from a shortlist approved by the employer.
- 14.1.3 Scrutinize the received tenders for compliance with the tender documents, in consultation with the employer
- 14.1.4 Nominate a subcontractor and instruct the contractor [17.1.14] to appoint such subcontractor as a *nominated subcontractor* in terms of the n/s subcontract agreement and other tender requirements
- 14.6 Where a *nominated subcontractor* has been declared insolvent, or where after notification by the contractor r, the principal agent agrees that a *nominated subcontractor* is in default of a material term of the n/s subcontract agreement, the principal agent shall instruct the contractor to give notice to the subcontractor to rectify such default. The principal agent shall instruct the contractor to terminate

the n/s subcontract agreement should such default continue for five (5) working days after such notice [17.1.15; 27.1.8]

14.7.2 Due to default or insolvency of the subcontractor, or default of the employer and/or agents, the n/s subcontract value shall be adjusted to include the cost of completing such n/s subcontract works [27.1.8]

14.7.3 Due to default or insolvency of the contractor any variation in the cost of completing the n/s subcontract works shall be for the account of the contractor. The employer may recover expense and/or loss [27.2.8]

15.0 SELECTED SUBCONTRACTORS

15.1.1 Prepare tender documents in conformity with the n/s subcontract agreement and the requirements of the employer for work intended to be executed by a selected subcontractor

15.1.2.a For subcontract work over R 200 000, 00, advertise the proposed subcontract works in accordance with the requirements of the employer.

15.1.2.b For subcontract work less than R 200 000, 00, invite at least three tenders from a shortlist compiled by the principal agent and the contractor.

15.1.3 Scrutinize the received tenders for compliance with the tender documents, in consultation with the contractor

15.2.1 Appoint the subcontractor [17.1.14] as a selected subcontractor and forward a copy of the signed n/s subcontract agreement to the principal agent

16.0 DIRECT CONTRACTORS

16.1.3 Be entitled to claim expense and/or loss caused by direct contractors [26.5]

16.1.4 Provide an area for site establishment, allow the use of personnel welfare facilities, provide water, lighting and electrical power to a position within 50m of where the direct contract work is to be carried out and allow use of erected scaffolding and hoisting equipment while it remains erected.

17.0 CONTRACT INSTRUCTIONS

17.1 The principal agent may issue contract instructions to the contractor, provided that the cumulative effect of all instructions does not exceed the contract-sum inclusive of any amendments thereof that have been approved by the employer, regarding:

17.1.21 Position, standard, content and permission for erection of notice boards [12.2.18]

20.0 SECTIONAL COMPLETION

20.2.2 A certificate of final completion incorporating the last section [21.6.2]

21.0 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION

21.1 The defects liability period for the works shall commence on the calendar day following the date of practical completion and end at midnight (00:00) ninety (90) calendar days from the date of practical completion [CD] or when work on the list for completion has been satisfactorily completed [19.3.4], whichever is the later

21.9 Where the principal agent has not issued the list for final completion or the updated list within five (5) working days after the inspection period, [21.6.1; 21.7.2] the contractor shall give notice to the employer and the principal agent forthwith. Should the principal agent not issue such list within a further five (5) working days of receipt of such notice, final completion shall be deemed to have been achieved on the date of expiry of the notice and the principal agent shall issue the certificate of final completion forthwith.

23.0 REVISION OF THE DATE FOR PRACTICAL COMPLETION

23.6.2 The cause and effect of the delay on the current date for practical completion to the extent that the delay [29.1-3] exceeds concurrent delays caused by or at the risk of the contractor, where appropriate, illustrated by a change to the critical path of the current programme

25.0 PAYMENT

25.3.1 A fair estimate of the value of work executed shall only be based on houses where the specific interim payment stage has been reached and a certificate of compliance for that part of the work has been issued and signed by the Principal Agent. The interim payment stages shall be based on the following progress achieved per house:

SINGLE STOREYS			
Interim payment Stage	Required Progress	% of House Payment	Cumulative %
CMC 1	Foundation and floor slab completed.	15	15
CMC 2	Superstructure brickwork up to wallplate height, excluding wallplate, but including window and door frames.	35	50
CMC 3	Roof structure, roof covering including barge boards and fascia's.	10	60
CMC 4	Plumbing, Drainage and Electrical, Plaster internal and external. Ceilings, doors, glazing and ironmongery, painting completed.	25	85
CMC 5	Practical Completion Achieved	10	95
CMC 6	Final Completion Achieved	5	100

DOUBLE STOREY UNITS			
Interim Stage	Progress Completed	% of House Payment	Cumulative %
CMC1	Foundation and floor slab completed	15	15
CMC2	Ground floor brickwork including window and door frames completed, supply and placement of top floor slab completed.	25	40
CMC3	First floor brickwork including window and door frames completed,	20	60
CMC 4	Roof structure and roof covering	10	70
CMC 5	Plumbing, Drainage and Electrical, Plaster internal and external. Ceilings, doors, glazing and ironmongery, painting completed.	15	85

CMC 6	Practical Completion Achieved	5	95
CMC 7	Final Completion Achieved	5	100

25.3.2 A fair estimate of the value of materials and goods and the inclusion of materials and goods stored shall only be considered upon the provision, by the contractor, of an approved security [11.1.4]

25.7 The employer shall pay the contractor the amount certified in an issued payment certificate within thirty (30) calendar days of the date for issue of the payment certificate [CD] including default and/or compensatory interest. Payment shall be subject to the contractor giving the employer a tax invoice for the amount due. The Contractor may submit a fully motivated application regarding more frequent payment to the Principal Agent to be submitted to the Employer for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

25.10 For the purpose of the fixed guarantee for construction and payment reduction [11.1.3], the estimated values of work executed [25.3.1] and materials and goods [25.3.2] shall be subject to the percentage adjustments as stated in the contract data.

25.10.1 No clause

25.10.2 No clause

25.10.3 No clause

25.12.2 No clause

25.12.3 No clause

25.12.4 Terminate the agreement [29.14.5]

26.0 ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT

26.1 The principal agent shall determine the value of adjustments to the contract value in cooperation with the contractor in the preparation of the final account, provided that no adjustment to the contract value will result in the approved contract value, inclusive of any amendments thereof that have been approved by the employer, being exceeded without the approval of the employer. Where such adjustments require measurement on site, the contractor shall have the right to be present.

26.9.5 Adjust the contract value according to the contract price adjustment method, if applicable [CD].

27.0 RECOVERY OF EXPENSE AND/OR LOSS

27.2.11 Penalties for breach of conditions of granting preferences in terms of the Preference Schedule.

27.2.12 Penalties for failure to meet targeted labour and local enterprises contract participation goals (if applicable)

27.2.13 Any fines levied in accordance with any of the specifications

28.0 SUSPENSION BY THE CONTRACTOR

28.1.1 No clause

28.1.4 No clause

28.1.5 Failed to act in terms of this agreement [6.4]

28.1.6 Appoint another principal agent or other agent, where applicable [6.5]

- 28.2 Where the employer has not remedied a default in terms of a notice [28.1] the contractor may suspend execution of the works until such default has been remedied without prejudice to any rights the contractor may have

29.0 TERMINATION

Termination by the employer

- 29.1 The employer may give notice of intention to terminate this agreement where the contractor has:
- 29.1.1 Failed to provide a guarantee for construction [CD] within the period stated [11.1; 12.2.3] of the date of acceptance of the contractor's offer
- 29.1.2 Failed to proceed with the works [12.2.17] within the period stated [CD]
- 29.1.3 Failed to comply timeously with a contract instruction [17.0]
- 29.1.4 Failed to provide, documentary evidence that insurances has been effected [10.3]
- 29.1.5 Died, if the contractor is a sole proprietor or a sole member of a Closed Corporation.
- 29.2 Where the employer contemplates terminating this agreement [29.1], the principal agent shall give notice to the contractor of a specified default [29.1.1-5], to be remedied within ten (10) working days of the date of receipt of such notice

Termination by the contractor

- 29.14.1 No clause
- 29.14.2 Give possession of the site to the contractor [12.1.7]
- 29.14.4 No clause
- 29.14.8 Failed to act in terms of this agreement [6.4]
- 29.17.6 No clause
- 29.24 No clause

30.0 DISPUTE RESOLUTION

- 30.5 Failure to comply with the procedure described [30.3-4] shall cause the dispute to be resolved by litigation and not adjudication
- 30.6.5 Where the adjudicator has not given a determination within the time period allowed or extended time period provided in the JBCC Rules for Adjudication, either party may give notice to the other party and to the adjudicator that if such determination is not received within ten (10) working days of receipt of this notice his appointment is thereupon automatically terminated and such dispute is then referred to further adjudication or litigation, at the option of the claimant
- 30.7 No clause

AGREEMENT No Clause

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

**APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF
GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS**

C1.3 Form of Guarantee for Construction

GUARANTEE FOR CONSTRUCTION

For use with The JBCC Edition 6.1 March 2014 Principal Building Agreement

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: The City of Cape Town, Transport and Urban Development Authority.

"Contractor" means:

"Principal Agent" means:

"Works" means: Contract No. and Title

"Site" means: The site as defined in the Contract Data.

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

"Contract Sum" means: The accepted amount inclusive of tax of R.....

Amount in words:

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

Amount in words:

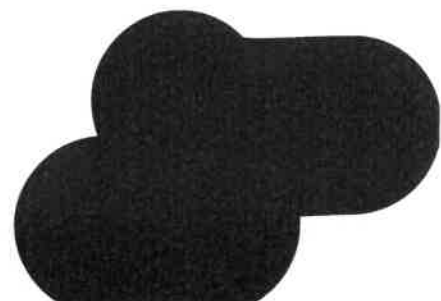
"Expiry Date" means: The date of issue by the Principal Agent of the Certificate of Completion of the Works.

CONTRACT DETAILS

Principal Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

GUARANTEE FOR CONSTRUCTION

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.



2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee for Construction and up to and including the Expiry Date or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Principal Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Guarantee for Construction to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Guarantee for Construction is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee for Construction, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Guarantee for Construction is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Guarantee for Construction is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee for Construction have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee for Construction shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee for Construction on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Guarantee for Construction is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

12. This Guarantee for Construction, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)



ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 8 March 2016) approved for issue of contract guarantees to the City:

National Banks:

ABSA Bank Ltd.
FirstRand Bank Ltd.
Investec Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):

Barclays Bank plc.
Credit Agricole Corporate and Investment Bank
Deutsche Bank AG
HSBC Bank plc.
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

ABSA Insurance
Coface s.a.
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Guardrisk Insurance Co.
Hollard Insurance Company Ltd.
Home Loan Guarantee Co.
Infiniti Insurance Limited
Lombard Insurance
Mutual & Federal Insurance Co.
New National Assurance Co.
Regent Insurance Co.
Renasa Insurance Company Ltd.
Santam Limited
Zurich Insurance Co.

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF
GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

C1.4 Form of Guarantee for Advance Payment

GUARANTEE FOR ADVANCE PAYMENT

For use with The JBCC Edition 6.1 Principal Building Agreement

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: The City of Cape Town, DIRECTORATE: TDA – HUMAN SETTLEMENTS
IMPLEMENTATION.....

"Contractor" means:

"Principal Agent" means:

"Works" means:

"Site" means: The site as defined in Clause 1.1 of The JBCC Edition 6.1 March 2014 Principal Building
Agreement.....

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

"Plant and materials" means: The Plant and materials stored at places other than the Site, or in respect of which
an advance payment prior to manufacture is required, which the Employer has agreed may be subject to advance
payment, such Plant and materials being listed in the Schedule of Plant and materials.

"Schedule" means: A list of Plant and materials accompanying the Guarantee for Advance Payment and which
shows the value thereof to be included in the Guaranteed Advance Payment Sum.....

"Guaranteed Advance Payment Sum" means: The maximum aggregate amount of R.....

Amount in words:

"Expiry Date" means: The date of the payment certificate where the Plant and materials have been certified as
work done by the principal agent

AGREEMENT DETAILS

Principal Agent issues: Interim Payment Certificates and Recovery Statements.

GUARANTEE FOR ADVANCE PAYMENT

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Advance Payment Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee for
Advance Payment and up to and including the Expiry Date or the date of payment in full of the Guaranteed
Advanced Payment Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:

- 3.1 any reference in this Guarantee for Advance Payment to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
- 3.2 its obligation under this Guarantee for Advance Payment is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Advance Payment Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee for Advance Payment, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Guarantee for Advance Payment is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Guarantee for Advance Payment is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee for Advance Payment on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Guarantee for Advance Payment is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee for Advance Payment shall be returned to the Guarantor after it has expired.
12. This Guarantee for Advance Payment, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)



Schedule of Plant and materials

For use with Guarantees for Advance Payment on contracts using The JBCC Edition 8.1 Principal Building Agreement

Employer The City of Cape Town, DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION
 Contractor
 Works Contract No. and Title.....
 Payment Certificate No.

Advance payment is requested in respect of the following items of Plant and materials, which have been manufactured and are stored at places other than the Site, or in respect of which a deposit with order is required from the Contractor by a manufacturer/supplier:

Bills of Quantities Item no.	Description of Plant and materials	Deposit with order required (Y/N)	Place of storage (or manufacture, if deposit with order is required)	Unit	Quantity	Unit price R c	Total Price R c
			N/A				
Total Value of Plant and materials to be included in Guaranteed Advance Payment Sum							R

Signed at on the day of 20.....

for the Contractor

As witness

Approved by Principal Agent

Contract
 Part C1: Agreements and Contract Data
 Reference No. 108Q/2017/18

118

C1.4
 Form of Guarantee for Advance Payment

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF
GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

C1.5 Occupational Health and Safety Agreement

IN (HEREINAFTER CALLED

AMENDED.

I, ...

in its own right, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

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

COID ACT Registration Number:

OR Compensation Insurer:

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

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

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply with them.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply with them.

Signature: day of:

..... day of:



labour

Department
Labour
REPUBLIC OF SOUTH AFRICA

CALL CENTRE

REG NO
FAX NO
ISSUE DATE 12/04/2015
CERTIFICATE NO: 2016010562

VAN HORSTEN PROPERTY HOLDINGS

LETTER OF GOOD STANDING

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT 130 of 1993 (AS AMENDED).

With reference to sections 80, 82, 86 and 89 of Compensation for Occupational Injuries and Diseases Act 130 of 1993 (As amended), I hereby certify that:

VAN HORSTEN PROPERTY HOLDINGS

has complied with the requirement of the above Act and is at present in good standing with the Compensation Fund.

Nature of business : BUILDING CONSTRUCTION

Expiry date : 2018-04-30

IMPORTANT NOTICE:

Any fraudulently obtained Letter of Good Standing shall constitute a criminal offence.

The Compensation Commissioner shall institute criminal proceedings against any perpetrators who unlawfully alter or deface this letter with intent to defraud or misrepresent facts contained therein.

PLEASE, use the Below link (Website Address) to check if the Letter of Good Standing is valid:
<https://cfoonline.labour.gov.za/VerifyLOGS>

Yours faithfully

COMPENSATION COMMISSIONER

W.As. 48

Compensation House, Cnr Hamilton and Soutpansberg Road, PO Box 555, Pretoria, 0001 Fax: (012) 357-1817 Website: <http://www.labour.gov.za>

Compensation Fund

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF
GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

C1.6 Protection of the Environment Declaration

PROTECTION OF THE ENVIRONMENT DECLARATION

The Contractor will not be given right of access to the Site until this form has been signed

CONTRACT NO.: 106Q/2017/18

CONTRACTOR'S DECLARATION OF THE HOME BUILDING CONTRACTORS FOR THE
CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

I/we,  declare as follows:

1. I/we are aware of the increasing requirement by society that construction activities shall be carried out with due regard to their impact on the environment.
2. In view of this requirement of society and a corresponding requirement by the Employer with regard to this Contract, I/we will, in addition to complying with the letter of the terms of the Contract dealing with protection of the environment, also take into consideration the spirit of such requirements and will, in selecting appropriate employees, plant, materials and methods of construction, in-so-far as I/we have the choice, include in the analysis not only the technical and economic (both financial and with regard to time) aspects but also the impact on the environment of the options. In this regard, I/we recognise and accept the need to abide by the "precautionary principle" which aims to ensure the protection of the environment by the adoption of the most environmentally sensitive construction approach in the face of uncertainty with regard to the environmental implications of construction.
3. I/we declare that I/we have read and understood the contents of the Environmental Management Programme (which is comprised of the Environmental Management Specification and its Annexures) for this Contract, and that I/we understand my/our responsibilities in terms of enforcing and implementing the Environmental Management Programme. I/we also declare that I/we have made appropriate provision in my/ our pricing of the Bills of Quantities items for the Environmental Management Programme.
4. I/we acknowledge and accept the right of the Employer to deduct, should he so wish, from any amounts due to me/ us, such amounts (hereinafter referred to as fines) as the Principal Agent shall certify as being warranted in view of my/ our failure to comply with the terms of the Contract dealing with protection of the environment, subject to the following:
 - 4.1 The Principal Agent, in determining the amount of such fine, shall take into account, *inter alia*, the nature of the offence, the seriousness of its impact on the environment, the degree of prior compliance/non-compliance, the extent of the Contractor's overall compliance with environmental protection requirements and, in particular, the extent to which he considers it necessary to impose a sanction in order to eliminate/reduce future occurrences
 - 4.2 The Principal Agent shall, with respect to any fine imposed, provide me/ us with a written statement giving details of the offence, the facts on which the Principal Agent has based his assessment and the terms of the Contract which has been contravened.

Signed  CONTRACTOR

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF
GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

C1.7 Insurance Broker's Warranty

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

CITY OF CAPE TOWN
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

CONTRACT NO.: 106Q/2017/18

CONTRACT TITLE: APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE
CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

NAME OF CONTRACTOR: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF
GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

C1.8 Contract of Temporary Employment as Community Liaison Officer

Construction Contract No.:

PROJECT.....

AGREEMENT made between the CONTRACTOR.....
and the Community Liaison Officer....., hereafter
referred to as the CLO, for the appointment and employment of a CLO for the duration of the work in respect of the
above named construction contract.

1. THE PARTIES HAVE AGREED THAT

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

2. THE DUTIES OF THE COMMUNITY LIAISON OFFICER SHALL BE:

1. to keep the community informed on the progress of the project;
2. to keep the Contractor informed on relevant Community affairs and possible grievances;
3. to manage the recruitment of workers from the Sub-Council Job-Seekers Database;
4. to assist the Contractor's supervisory staff in the management of the workers.

3. THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the Community shall apply equally to the CLO, except that the rate of remuneration shall be R365.00 per working day. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

- 3.1 If required to work on a statutory public holiday or Sunday the payment will be double the amount stated in the previous paragraph.
- 3.2 Maximum hours of work:
 - (i) 9¼ hours per day
 - (ii) 45 hours per week;
 - (iii) 5 days per week;
 - (iv) 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
 - (v) A spread-over period of 12 hours.
- 3.3 The CLO shall be entitled to payment where he is prevented from working by reasons which are within the control of the Contractor.
- 3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will be no pay.

If the Contractor closes the site between 9 a.m. and 1 p.m., the CLO will be paid half the day's pay.

If the site works later than 1 p.m., the CLO will be paid the full daily wage.

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

- (i) undisciplined or unruly behaviour;
- (ii) insubordination to Team Leader, Supervisors or Management;
- (iii) abuse of intoxicating substances;
- (iv) criminal actions by the employee;
- (v) strike action or political stayaways.

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

- (i) undisciplined or unruly behaviour;
- (ii) insubordination to Team Leader, Supervisors or Management;
- (iii) abuse of intoxicating substances;
- (iv) wilful or negligent damage to or loss of machines or equipment.

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

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

3.7 The CLO will be paid on a Friday afternoon every two weeks, one week in arrears.

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

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

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

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

3.11 The Contractor must give the CLO at least one week's notice of the termination of the Contract of Temporary Employment. If this is not done, the CLO must be paid earnings for five days. This condition does not apply if the CLO is dismissed.

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

4. TERMINATION OF AGREEMENT

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

5. THE CONDITIONS OF THIS AGREEMENT

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

6. **THUS AGREED AND SIGNED BY THE PARTIES:**

Contractor:

Community Liaison officer:

Date:

Part C2: Pricing Data

C2.1 Pricing Assumptions.....	Pages 126-129
C2.2 Bills of Quantities.....	130 – 197



CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF
GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

C2.1 Pricing Assumptions

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices.

1. The ASAQS Preliminaries compiled by the Association of South African Quantity Surveyors, March 2014, form part of the overall Preliminaries Bill of Quantities and the preliminaries specific variables are stated within the Preliminaries Bill of Quantities.
2. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the "Model Preambles for Trades 2008". It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the contractor shall, before submission of his tender, call for a written directive from the employer's agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of international best practice.
3. The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
4. All rates or prices (as applicable) tendered in the Activity Schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract. However, should confirmation be received that the subsidy quantum was increased and implemented by the relevant authority, any approved increase will be passed on to the contractor on a pro rata basis, to all houses which have not been built up to wall plate height.
5. A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no price or a nil rate is entered will be considered to be covered by the other prices or rates in the Bills of Quantities, and that there is no charge for that particular item (even should the quantity subsequently increase).
6. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.
7. The units of measurement described in the Bills of Quantities are metric units. Abbreviations which may be used in these Bills of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	mega newton
m ³	=	cubic metre	MN.m	=	mega newton-metre
m ³ .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	mega Pascal	kW	=	kilowatt
9. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
10. The Tenderer is referred to F2.24 in Part T1.2 Tender Data regarding the pricing of Deviations and/or Qualifications.

11. Clause F.2.13.11 c) In Part T1.2 Tender Data shall be applicable to the submission of Bills of Quantities which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his/her tender in the place of handwritten priced Bills of Quantities.

If there is found to be any variance between the printed version and the original issued document, the original shall stand. However, where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account.

The pages of the issued Bills of Quantities should not be removed from the tender document.

- 12 All descriptions or clauses where trade names or proprietary products are specified, are deemed to include the phrase "or equal approved"
- 13 While it is entirely at the tenderer's discretion as regards to the Bill of Quantities below, the 2014/15 Housing Subsidy Quantum as released by the Western Cape Provincial Government and the Guideline Scope of Tariff of Fees from the National Department of Human Settlements detailing a cost breakdown for Subsidy Housing Policy Framework and Programme Guidelines, is a guiding document that will give tenderers some idea of the maximum portion of the subsidy quantum allowed against which they may compare their rates, sums, percentage fees and/or prices as applicable. For ease of reference the table below reflect the current maximum subsidy quantum allowed for topstructures.

COST BREAKDOWN OF A STANDARD FREE STANDING 40 SQUARE METER DWELLING (Excl. VAT)	
Item	Cost
Earthworks	R 6 707.48
Concrete, Formwork & Reinforcement	R 10 780.37
Brickwork	R 15 528.48
Roof structure	R 8 832.44
Ceiling and Insulation	R 7 311.82
Windows	R 8 083.53
Doors and Frames	R 6 558.00
Finishing and Paintwork	R 10 637.98
Electrical	R 9 958.40
Plumbing and Drainage	R 9 976.38
Sub Total A	R 94 374.88
Preliminaries and General	R 8 578.67
Sub Total B	R102 953.55
Geo-tech Variance	R 6 364.00
SCCCA	R 5 283.00
Total Subsidy Quantum	R114 600.55

COST BREAKDOWN OF A STANDARD FREE STANDING 45 SQUARE METER DOUBLE STOREY DWELLING (Excl. VAT)	
Item	Cost
Earthworks	R 6 707.48
Concrete, Formwork & Reinforcement	R 10 780.37
Brickwork	R 15 528.48
First Floor Slab and Stairway	R 21 190.00
Roof structure	R 8 832.44
Ceiling and Insulation	R 7 311.82
Windows	R 8 083.53
Doors and Frames	R 6 558.00
Finishing and Paintwork	R 10 637.98
Electrical	R 9 958.40
Plumbing and Drainage	R 9 976.38
Sub Total A	R115 564.88
Preliminaries and General	R 8 578.67
Sub Total B	R124 143.55
Geo-tech Variance	R 6 364.00
SCCCA	R 5 283.00
Total Subsidy Quantum	R135 790.55

COST BREAKDOWN OF A STANDARD FREE STANDING 45 SQUARE METER DWELLING FOR DISABLED PERSONS (Excl. VAT)	
Item	Cost
Foundations	R 11 108.64
Ground Floor Construction	R 12 394.86
External Envelope	R 25 192.99
Roof	R 8 173.37
Ceiling and Insulation	R 8 239.65
Internal Divisions	R 13 959.86
Floor Finishes	R 8 810.30
Internal Wall Finishes	R 20 863.67
Plaster of Internal Walls	R 1 817.55
Windows: Special Low E Clear and Opaque glass	R 4 533.77
Electrical Installation	R 10 579.55
Plumbing and Drainage	R 12 105.04
Site Clearance	R 2 999.30
Sub Total A	R140 778.36
Preliminaries and General	R 12 119.64
Sub Total B	R152 898.00
Geo-tech Variance	R 6 364.00
SCCCA	R 5 283.00
Total Subsidy Quantum	R164 545.00

14. METHOD FOR AWARDING CONTRACTS

For the first four (4) tenderers who are successfully appointed to Panel 1, Panel 2 or Panel 3, the method for awarding a contract will be as follows:

1. The highest ranking tenderer in terms of price and preference and based upon their average cost per house, will be awarded the first project which is construction ready.
2. The second highest ranking tenderer in terms of price and preference and based upon their average cost per house, will be awarded the second project which is construction ready.
3. The third highest ranking tenderer in terms of price and preference and based upon their average cost per house, will be awarded the third project which is construction ready.
4. The fourth highest ranked tenderer in terms of price and preference and based upon their average cost per house, will be awarded the fourth project which is construction ready.
5. Thereafter, should a further project per panel become available, then the highest ranked tenderer will be offered this project.
6. Should the highest ranked tenderer not accept this offer, it would be offered to the second ranked tenderer.
7. Should the second ranked tenderer not accept this offer, it would be offered to the third ranked tenderer.
8. Should the 3 ranked tenderer not accept this offer either, then a new tender for this work will be advertised.
9. The process explained in Item's 5 to 8 above will thereafter be applied to any further projects which becomes construction ready during the 5-year appointment period, for which the panels of tenderers will be appointed.

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF
GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

C2.2.1 Bills of Quantities (BOQ)

(APPLICABLE TO PANEL 1 TENDERERS WHO HAVE SUCCESSFULLY COMPLETED AT LEAST 1
PROJECT CONSISTING OF 500 OR MORE HOUSES)

FOR EVALUATION PURPOSES, TENDERERS MUST PRICE THIS BOQ BASED UPON AN
AVERAGE OF 600 HOUSES PER PROJECT WITH AN ESTIMATED CONTRACT PERIOD OF 24
MONTHS

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SECTION 1

PRELIMINARIES: SECTIONS A, B and C

SECTION A: PRELIMINARIES

MEANING OF TERMS "TENDER / TENDERER"

Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"

BUILDING AGREEMENT AND PRELIMINARIES

The JBCC Principal Building Agreement (March 2014 Edition 6.1) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described

The JBCC Principal Building Agreement contract data form an integral part of this agreement

The Preliminaries revision 1 (February 2016) published by the Association of South African Quantity Surveyors for use with the JBCC Principal Building Agreement Edition 6.1 shall be deemed to be incorporated in these bills of quantities, amended as hereinafter described

The contractor is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause

The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only.

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

PREAMBLES FOR TRADES

The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained

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

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

STRUCTURE OF THIS PRELIMINARIES BILL

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

Section B: A recital of the headings of the individual clauses of the aforementioned Preliminaries document

Section C: Any special clauses to meet the particular circumstances of the project

PRICING OF PRELIMINARIES

Preliminaries must be priced in terms of Option A and in terms of clause 26.9.4 of the contract data for the purpose of adjustment of these preliminaries, the amount entered into the amount column in these preliminaries is to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)

SECTION A: PRINCIPAL BUILDING AGREEMENT

Please refer to the Contract Data Part D for the full extent of the modifications, corrections or supplements made to the standard clauses referenced below

Interpretation (A1-A7)

A1.0 Clause 1.0 - Definitions and interpretation
Fixed: _____ Value related: _____ Time related: _____
Item

A2.0 Clause 2.0 - Law, regulations and notices

Health and safety

Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall prepare a documented health and safety specification for the works (refer to Annexure 7 for a copy of the relevant specification) 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. The contractor shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification [2.1]

The contractor shall:

1. Comply with the health and safety specification for the works
2. Prepare and agree with the health and safety consultant the health and safety plan for the works
3. Co-operate with the health and safety consultant in all respects
4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification
5. Conform to the conditions contained in the employer's safety specification

Fixed: _____ Value related: _____ Time related: _____
Item

A3.0 Clause 3.0 - Offer and acceptance

Fixed: _____ Value related: _____ Time related: _____
Item

A4.0 Clause 4.0 - Assignment and cession

Fixed: _____ Value related: _____ Time related: _____
Item

A5.0 Clause 5.0 - Contract documents

Fixed: _____ Value related: _____ Time related: _____
Item

A6.0	Clause 6.0 - Employer's agents Fixed: _____ Value related: _____ Time related: _____ Item
A7.0	Clause 7.0 - Design responsibility Fixed: _____ Value related: _____ Time related: _____ Item
	<u>Insurance and security (A8-A11)</u>
A8.0	Clause 8.0 - Works risk Fixed: _____ Value related: _____ Time related: _____ Item
A9.0	Clause 9.0 - Indemnities Fixed: _____ Value related: _____ Time related: _____ Item
A10.0	Clause 10.0 - Insurances Fixed: _____ Value related: _____ Time related: _____ Item
A11.0	Clause 11.0 - Security Fixed: _____ Value related: _____ Time related: _____ Item
	<u>Execution (A12 - A17)</u>
A12.0	Clause 12.0 - Duties of the parties Provisions of clauses 12.1.2 to 12.1.6 and 12.2.18 Refer to the contract data , the Preliminaries document and "Section B : Preliminaries" of this Bill with reference to the provisions of clauses 12.1.2 to 12.1.6 and 12.2.18 of the JBCC Principal Building Agreement Fixed: _____ Value related: _____ Time related: _____ Item
A13.0	Clause 13.0 - Setting out
A14.0	Clause 14.0 - Nominated subcontractors Fixed: _____ Value related: _____ Time related: _____ Item
A15.0	Clause 15.0 - Selected subcontractors Fixed: _____ Value related: _____ Time related: _____ Item

A16.0	Clause 16.0 – Direct subcontractors Fixed: _____ Value related: _____ Time related: _____ Item
A17.0	Clause 17.0 – Contract instructions Site instructions Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor Fixed: _____ Value related: _____ Time related: _____ Item
	<u>Completion (A18 – A24)</u>
A18.0	Clause 18.0 – Interim completion Fixed: _____ Value related: _____ Time related: _____ Item
A19.0	Clause 19.0 – Practical completion Fixed: _____ Value related: _____ Time related: _____ Item
A20.0	Clause 20.0 – Sectional completion Fixed: _____ Value related: _____ Time related: _____ Item
A21.0	Clause 21.0 – Defects liability period and final completion Fixed: _____ Value related: _____ Time related: _____ Item
A22.0	Clause 22.0 – Latent defects liability period Fixed: _____ Value related: _____ Time related: _____ Item
A23.0	Clause 23.0 – Revision of date for practical completion Fixed: _____ Value related: _____ Time related: _____ Item
A24.0	Clause 24.0 – Penalty for late or non-completion Fixed: _____ Value related: _____ Time related: _____ Item
	<u>Payment (A25 – A27)</u>
A25.0	Clause 25.0 – Payment Fixed: _____ Value related: _____ Time related: _____ Item

A26.0	Clause 26.0 – Adjustment of the contract value and final account Fixed: _____ Value related: _____ Time related: _____ Item
A27.0	Clause 27.0 – Recovery of expense and loss Fixed: _____ Value related: _____ Time related: _____ Item <u>Suspension and termination (A28 - A29)</u>
A28.0	Clause 28.0 – Suspension by the contractor Fixed: _____ Value related: _____ Time related: _____ Item
A29.0	Clause 29.0 – Termination Fixed: _____ Value related: _____ Time related: _____ Item <u>Dispute resolution (A30)</u>
A30.0	Clause 30.0 – Dispute resolution Fixed: _____ Value related: _____ Time related: _____ Item Agreement
A41.0	The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties Fixed: _____ Value related: _____ Time related: _____ Item
A42.0	Contract data Before submission of his tender the contractor is to complete the tenderer's selection in the contract data Fixed: _____ Value related: _____ Time related: _____ Item

SECTION B: PRELIMINARIES

Interpretation (B1)

B1.1 Clause 1.1 – Definitions
Fixed: _____ Value related: _____ Time related: _____
Item

B1.2 Clause 1.2 – Interpretation
Fixed: _____ Value related: _____ Time related: _____
Item

Documents (B2)

B2.1 Clause 2.1 – Checking of documents
Fixed: _____ Value related: _____ Time related: _____
Item

B2.2 Clause 2.2 – Bills of quantities
Fixed: _____ Value related: _____ Time related: _____
Item

B2.3 Clause 2.3 – Availability of construction documentation

Budgetary allowances and provisional sums

The budgetary allowances and/or provisional sums allocated for subsequent trades included in this agreement will be separately procured, based on multiple procurement of subcontractors during the construction period

Fixed: _____ Value related: _____ Time related: _____
Item

B2.4 Clause 2.4 – Ordering of Materials
Fixed: _____ Value related: _____ Time related: _____
Item

Previous work and adjoining properties (B3)

B3.1 Clause 3.1 – Previous work – dimensional accuracy
Fixed: _____ Value related: _____ Time related: _____
Item

B3.2 Clause 3.2 – Previous work – defects
Fixed: _____ Value related: _____ Time related: _____
Item

B3.3 Clause 3.3 – Inspection of adjoining properties
Fixed: _____ Value related: _____ Time related: _____
Item

	The Site (B4)	
B4.1	Clause 4.1 – Defined works area	
	Fixed: _____ Value related: _____ Time related: _____	Item
B4.2	Clause 4.2 – Handover of site in stages	
	Fixed: _____ Value related: _____ Time related: _____	Item
B4.3	Clause 4.3 – Enclosure of the works	
	Fixed: _____ Value related: _____ Time related: _____	Item
B4.4	Clause 4.4 – Geotechnical investigation	
	Fixed: _____ Value related: _____ Time related: _____	Item
B4.5	Clause 4.5 – Encroachments	
	Fixed: _____ Value related: _____ Time related: _____	Item
B4.6	Clause 4.6 – Existing premises occupied	
	Fixed: _____ Value related: _____ Time related: _____	Item
B4.7	Clause 4.7 – Services – known	
	Fixed: _____ Value related: _____ Time related: _____	Item
B4.8	Clause 4.8 – Protection of trees and/or relevant natural features	
	Fixed: _____ Value related: _____ Time related: _____	Item
	Management of contract (B5)	
B5.1	Clause 5.1 – Management of the works	
	Fixed: _____ Value related: _____ Time related: _____	Item
B5.2	Clause 5.2 – Progress meetings	
	Fixed: _____ Value related: _____ Time related: _____	Item
B5.3	Clause 5.3 – Technical meetings	
	Fixed: _____ Value related: _____ Time related: _____	Item



	Samples, shop drawings and manufacturers' instructions (B6)	
B6.1	Clause 6.1 – Samples of materials	
	Fixed: _____ Value related: _____ Time related: _____	Item
B6.2	Clause 6.2 – Workmanship samples	
	Fixed: _____ Value related: _____ Time related: _____	Item
B6.3	Clause 6.3 – Shop drawings	
	Fixed: _____ Value related: _____ Time related: _____	Item
B6.4	Clause 6.4 – Compliance with manufacturers' instructions	
	Fixed: _____ Value related: _____ Time related: _____	Item
	Deposits and fees (B7)	
B7.1	Clause 7.1 – Deposits and fees	
	Fixed: _____ Value related: _____ Time related: _____	Item
	Temporary Services (B8)	
B8.1	Clause 8.1 – Water	
	Fixed: _____ Value related: _____ Time related: _____	Item
B8.2	Clause 8.2 – Electricity	
	Fixed: _____ Value related: _____ Time related: _____	Item
B8.3	Clause 8.3 – Ablution and welfare facilities	
	Fixed: _____ Value related: _____ Time related: _____	Item
B8.4	Clause 8.4 – Telecommunication facilities	
	Fixed: _____ Value related: _____ Time related: _____	Item
	Prime Cost Amounts (B9)	
B9.1	Clause 9.1 – Responsibility for prime cost amounts	
	Fixed: _____ Value related: _____ Time related: _____	Item
	Attendance on subcontractors (B10)	
B10.1	Clause 10.1 – General attendance	
	Fixed: _____ Value related: _____ Time related: _____	Item

B10.2	Clause 10.2 – Special attendance Fixed: _____ Value related: _____ Time related: _____ Item General (B11)
B11.1	Clause 11.1 – Protection of the works Fixed: _____ Value related: _____ Time related: _____ Item
B11.2	Clause 11.2 – Protection / isolation of existing / sectionally occupied works Fixed: _____ Value related: _____ Time related: _____ Item
B11.3	Clause 11.3 – Security of the works Fixed: _____ Value related: _____ Time related: _____ Item
B11.4	Clause 11.4 – Notice before covering work Fixed: _____ Value related: _____ Time related: _____ Item
B11.5	Clause 11.5 – Disturbance Fixed: _____ Value related: _____ Time related: _____ Item
B11.6	Clause 11.6 – Environmental disturbance Controlling all forms of pollution The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc. The contractor is to ensure that all roads which border the site and is used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works Environmental management plan The employer has prepared an environmental management plan (EMP) (Refer to Annexure 6 for a copy of the relevant plan). The contractor shall price opposite this item for compliance with all the requirements thereof Fixed: _____ Value related: _____ Time related: _____ Item
B11.7	Clause 11.7 – Works cleaning and clearing Fixed: _____ Value related: _____ Time related: _____ Item
B11.8	Clause 11.8 – Vermin Fixed: _____ Value related: _____ Time related: _____ Item

B11.9	Clause 11.9 – Overhand work	Fixed: _____ Value related: _____ Time related: _____	Item
B11.10	Clause 11.10 – Tenant installations by direct contractors	Fixed: _____ Value related: _____ Time related: _____	Item
B11.11	Clause 11.11 – Advertising	Fixed: _____ Value related: _____ Time related: _____	Item
<u>Schedule (B12)</u>			
<u>Information for completion of schedule</u>			
All information is contained in the contract data and will not be replicated herein			

SECTION C: SPECIFIC PRELIMINARIES

Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

C1

CONTRACT DRAWINGS

The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed.

Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent

Fixed: _____ Value related: _____ Time related: _____

Item

C2

TRADE NAMES

Wherever a trade name for any product has been described in the document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders

If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for

Fixed: _____ Value related: _____ Time related: _____

Item

C3 IMPORTED MATERIALS AND EQUIPMENT

Where imported items are listed in the tender documents, the tenderer shall provide all such information, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations.

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)

Fixed: _____ Value related: _____ Time related: _____
Item

C4 AUTHORISATION FOR THE TAKING OF PHOTOGRAPHS

The contractor shall obtain prior authorisation from the employer for the making of any sketches or the taking of any photographs of any site, installation, building or civil works belonging to the employer and shall ensure that all personnel, subcontractors and other persons entering the site shall comply with this requirement as well.

Fixed: _____ Value related: _____ Time related: _____
Item

C5 WARRANTIES FOR MATERIALS AND WORKMANSHIP

Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or doing the work and shall deliver same to the principal agent on the final completion of the contract.

The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of final completion and that any defects that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written notice to do so.

The warranty will not be enforced if the work is damaged by defects in the execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor.

Fixed: _____ Value related: _____ Time related: _____
Item

C6 CO-OPERATION OF THE CONTRACTOR FOR COST MANAGEMENT

It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget.

Fixed: _____ Value related: _____ Time related: _____
Item

C7 OVERLOADING

The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works e.g. scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc. to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense.

Fixed: _____ Value related: _____ Time related: _____
Item

C8	PROPPING OF FLOORS BELOW The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor. Fixed: _____ Value related: _____ Time related: _____ Item
C10	TESTING OF WINDOWS FOR WATER TIGHTNESS Each window shall be tested for water tightness with water sprayed on using adequate pressure. If in the opinion of the principal agent, the pressure proves to be inadequate, then the pressure shall be boosted by means of compressed air or other approved means Fixed: _____ Value related: _____ Time related: _____ Item
C11	OCCUPATIONAL HEALTH AND SAFETY ACT The contractor shall comply with all the requirements set out in the Health and Safety Specification for Construction Work as contained within these tender documents and the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993). It is required of the contractor to thoroughly study the Health and Safety Specification and the Construction Regulations of the Occupational Health and Safety Act The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained. Fixed: _____ Value related: _____ Time related: _____ Item
C12	ADVERTISING RIGHTS The employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The contractor shall not prevent such an arrangement and will assist in the facilitation of same. Position and type of advertising structure to be agreed with the principal agent so as not to hinder the contractor in the meeting of his obligations under this agreement Fixed: _____ Value related: _____ Time related: _____ Item
C13	CONFIDENTIALITY The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works. No information regarding this project shall be published or disclosed without the prior written consent of the employer Fixed: _____ Value related: _____ Time related: _____ Item

C14	MEDIA RELEASES All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the employer. The contractor together with his subcontractors shall not, without the prior written consent of the employer, cause any statement or advertisement to be printed, screened or aired by the media. Fixed: _____ Value related: _____ Time related: _____ Item
C15	COMMUNITY LIAISON OFFICER If required and so specified in part C3.5 Management of this document, the contractor shall employ a Community Liaison Officer (CLO) for the full duration of the contract. The duties of the CLO, remuneration and conditions of employment shall be in accordance with the "Form of Contract of Temporary Employment as Community Liaison Officer" attached to this document. Fixed: _____ Value related: _____ Time related: _____ Item
C15	LOCAL LABOUR AND ENTERPRISES Allow for monthly submission of proof of employment of local skilled and unskilled labour and the use of local enterprises as specified in part C3.5 Management of this document to the principal agent. The principal agent shall be empowered to inspect the books and records of the contractor from time to time to ensure that the requirements are met. Should it become apparent that these conditions are not being complied with; the principal agent shall close down the works until the requirements are met. Any work stoppages so occasioned will be for the contractor's account. Any difficulty experienced by the contractor in the procurement of the required percentages of local labour and enterprises shall be referred to the principal agent immediately. Fixed: _____ Value related: _____ Time related: _____ Item

SECTION 1
PRELIMINARIES
CARRIED TO FINAL TENDER SUMMARY

R

Category: Fixed R

Category: Value R

Category: Time R



SECTION NO. 2

BUILDING WORK: SUMMARY OF HOUSE TYPES (PANEL1)

Please complete all sections for each house typology below.

Pricing Schedule for a House Type A: Double Storey Freestanding

Section No	Description	unit	rate	Qty	Amount
1	Site Works				
2	Foundations				
3	Super Structure				
4	First Floor Slab and Stairs				
5	Carpentry, joinery and Ironmongery				
6	Roof structure and covering				
7	Insulation and Ceilings				
8	Plumbing & Drainage Installation				
9	Electrical Installation				
10	Plastering				
11	Painting				
12	Boundary Walls	m		5	
13	Stormwater management to falls				
14	Other				
Sub-Total					
Transfer to summary page					

SIGNED ON BEHALF OF TENDERER:

.....

Pricing Schedule for a House Type B: Double Storey Semi-Detached

Section No	Description	unit	rate	Qty	Amount
1	Site Works				
2	Foundations				
3	Super Structure				
4	First Floor Slab and Stairs				
5	Carpentry, Joinery and ironmongery				
6	Roof structure and covering				
7	Insulations and Ceilings				
8	Plumbing and Drainage Installation				
9	Electrical Installation				
10	Plastering				
11	Painting				
12	Boundary and Dividing Walls	m		6	
13	Stormwater management to falls				
14	Other				
Total					
Transfer to summary page					

SIGNED ON BEHALF OF TENDERER:

.....

Pricing Schedule for a House Type C: Single Storey Freestanding

Section No	Description	Unit	Rate	Qty	Amount
1	Site Works				
2	Foundations				
3	Super Structure				
4	Carpentry, Joinery and ironmongery				
5	Roof structure and covering				
6	Insulation and Ceilings				
7	Plumbing & Drainage Installation				
8	Electrical Installation				
9	Plastering				
10	Painting				
11	Boundary Walls	m		5	
12	Stormwater management to falls				
13	Other				
Total					
Transfer to summary page					

SIGNED ON BEHALF OF TENDERER:

.....



Pricing Schedule for a House Type D: Single Storey Semi-detached

Section No	Description	Unit	Rate	Qty.	Amount
1	Site Works				
2	Foundations				
3	Super Structure				
4	Carpentry, Joinery and Ironmongery				
5	Roof structure and covering				
6	Insulation and Ceilings				
7	Plumbing & Drainage Installation				
8	Electrical Installation				
9	Plastering				
10	Painting				
11	Boundary and dividing Walls	m		6	
12	Stormwater Management to falls				
13	Other				
Total					
Transfer to summary page					

SIGNED ON BEHALF OF TENDERER:

.....

Pricing Schedule for a House Type E: Single Storey Paraplegic House Free standing

Section No	Description	Unit	Rate	Qty.	Amount
1	Site Works				
2	Foundations				
3	Super Structure				
4	Carpentry, Joinery and Ironmongery				
5	Roof structure and coverings				
6	Insulation and Ceilings				
7	Plumbing & Drainage Installation				
8	Electrical Installation				
9	Plastering				
10	Painting				
11	Boundary Walls	m		5	
12	Stormwater Management including ramps				
13	Other				
Total					
Transfer to summary page					

Pricing Schedule for a House Type F: Single Storey Paraplegic House Semi-Detached

Section No	Description	Unit	Rate	Qty.	Amount
1	Site Works				
2	Foundations				
3	Super Structure				
4	Carpentry, Joinery and Ironmongery				
5	Roof structure and coverings				
6	Insulation and Ceilings				
7	Plumbing & Drainage Installation				
8	Electrical Installation				
9	Plastering				
10	Painting				
11	Boundary and dividing Walls	m		6	
12	Stormwater Management including ramps				
13	Other				
Total					
Transfer to summary page					

SIGNED ON BEHALF OF TENDERER:

BOQ SUMMARY PAGE (PANEL 1 TENDERERS)

		Page No.	COST PER HOUSE	No of estimated units – NOTE: used for evaluation purposes only		Amount	
						R	c
	<u>BILLS OF QUANTITIES FINAL SUMMARY</u>						
1	Preliminaries	143	R	600	R		
	Building work						
	<u>House Typologies:</u>						
	Type A: Double Storey Freestanding	144	R	10	R		
	Type B: Double Storey Semi-detached	145	R	440	R		
	Type C: Single Storey Freestanding	146	R	10	R		
	Type D: Single Storey Semi-detached	147	R	110	R		
	Type E: Single Storey Paraplegic House Freestanding	148	R	10	R		
	Type F: Single Storey Paraplegic House Semi-detached	148	R	20	R		
3	SUB-TOTAL (1 + 2 above)		R				
	AVERAGE COST PER HOUSE		R				
	Note: Derived by dividing Item 3 above by 6 (6 being the different typologies)						
5	<u>CONTINGENCIES (Included in Subsidy Quantum)</u>						
	Allow the sum of 5% (five percent) of the above Average Cost Per House for Contingencies to be spent as the Employer or Employer's representative may direct and to be deducted in whole or in part if not required.		R				
	TOTAL OF ITEMS 4 & 5 ABOVE (Excl. VAT)		R				

DECLARATION (In respect of completeness of Tender)

City of Cape Town
Tower Block, Civic Centre
12 Hertzog Boulevard
CAPE TOWN
8001

I/we, the undersigned, do hereby declare that these are the properly priced Bills of Quantities forming Part C2.2 of this Contract Document upon which my/our tender for **CONTRACT 106Q/2017/18: APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS** have been based. If I/we have submitted a printed version of the Bills of Quantities, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause F.3.2 in Part T1.2 Tender Data.

SIGNATURE

DATE

C2.2.2 Bills of Quantities (BOQ)

(APPLICABLE TO PANEL 2 TENDERERS WHO HAVE SUCCESSFULLY COMPLETED AT LEAST 1 PROJECT CONSISTING OF BETWEEN 200 AND 499 HOUSES). (Note that only those tenderers who qualify in terms of eligibility for Panel 1, may also submit an average cost per house for this panel)

FOR EVALUATION PURPOSES, TENDERERS MUST PRICE THIS BOQ BASED UPON AN AVERAGE OF 300 HOUSES PER PROJECT WITH AN ESTIMATED CONTRACT PERIOD OF 12 MONTHS

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SECTION 1

PRELIMINARIES: SECTIONS A, B and C

SECTION A: PRELIMINARIES

MEANING OF TERMS "TENDER / TENDERER"

Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"

BUILDING AGREEMENT AND PRELIMINARIES

The JBCC Principal Building Agreement (March 2014 Edition 6.1) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described

The JBCC Principal Building Agreement contract data form an integral part of this agreement

The Preliminaries revision 1 (February 2016) published by the Association of South African Quantity Surveyors for use with the JBCC Principal Building Agreement Edition 6.1 shall be deemed to be incorporated in these **bills of quantities**, amended as hereinafter described

The contractor is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause

The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only.

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

PREAMBLES FOR TRADES

The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these **bills of quantities** and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained

Supplementary preambles are incorporated in these **bills of quantities** to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the Model Preambles

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

STRUCTURE OF THIS PRELIMINARIES BILL

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

Section B: A recital of the headings of the individual clauses of the aforementioned Preliminaries document

Section C: Any special clauses to meet the particular circumstances of the project

PRICING OF PRELIMINARIES

Preliminaries must be priced in terms of Option A and in terms of clause 26.9.4 of the contract data for the purpose of adjustment of these preliminaries, the amount entered into the amount column in these preliminaries is to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)

SECTION A: PRINCIPAL BUILDING AGREEMENT

Please refer to the Contract Data Part D for the full extent of the modifications, corrections or supplements made to the standard clauses referenced below

Interpretation (A1-A7)

A1.0	Clause 1.0 - Definitions and interpretation Fixed: _____ Value related: _____ Time related: _____ Item
A2.0	Clause 2.0 - Law, regulations and notices Health and safety Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall prepare a documented health and safety specification for the works (refer to Annexure 7 for a copy of the relevant specification) 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. The contractor shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification [2.1] The contractor shall: 1. Comply with the health and safety specification for the works 2. Prepare and agree with the health and safety consultant the health and safety plan for the works 3. Co-operate with the health and safety consultant in all respects 4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification 5. Conform to the conditions contained in the employer's safety specification Fixed: _____ Value related: _____ Time related: _____ Item
A3.0	Clause 3.0 - Offer and acceptance Fixed: _____ Value related: _____ Time related: _____ Item
A4.0	Clause 4.0 - Assignment and cession Fixed: _____ Value related: _____ Time related: _____ Item
A5.0	Clause 5.0 - Contract documents Fixed: _____ Value related: _____ Time related: _____ Item

A6.0	Clause 6.0 - Employer's agents Fixed: _____ Value related: _____ Time related: _____ Item
A7.0	Clause 7.0 - Design responsibility Fixed: _____ Value related: _____ Time related: _____ Item
	<u>Insurance and security (A8-A11)</u>
A8.0	Clause 8.0 - Works risk Fixed: _____ Value related: _____ Time related: _____ Item
A9.0	Clause 9.0 - Indemnities Fixed: _____ Value related: _____ Time related: _____ Item
A10.0	Clause 10.0 - Insurances Fixed: _____ Value related: _____ Time related: _____ Item
A11.0	Clause 11.0 - Security Fixed: _____ Value related: _____ Time related: _____ Item
	<u>Execution (A12 - A17)</u>
A12.0	Clause 12.0 - Duties of the parties Provisions of clauses 12.1.2 to 12.1.6 and 12.2.18 Refer to the contract data, the Preliminaries document and "Section B : Preliminaries" of this Bill with reference to the provisions of clauses 12.1.2 to 12.1.6 and 12.2.18 of the JBCC Principal Building Agreement Fixed: _____ Value related: _____ Time related: _____ Item
A13.0	Clause 13.0 - Setting out
A14.0	Clause 14.0 - Nominated subcontractors Fixed: _____ Value related: _____ Time related: _____ Item
A15.0	Clause 15.0 - Selected subcontractors Fixed: _____ Value related: _____ Time related: _____ Item

A16.0	Clause 16.0 – Direct subcontractors Fixed: _____ Value related: _____ Time related: _____ Item
A17.0	Clause 17.0 – Contract instructions Site Instructions Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor Fixed: _____ Value related: _____ Time related: _____ Item Completion (A18 – A24)
A18.0	Clause 18.0 – Interim completion Fixed: _____ Value related: _____ Time related: _____ Item
A19.0	Clause 19.0 – Practical completion Fixed: _____ Value related: _____ Time related: _____ Item
A20.0	Clause 20.0 – Sectional completion Fixed: _____ Value related: _____ Time related: _____ Item
A21.0	Clause 21.0 – Defects liability period and final completion Fixed: _____ Value related: _____ Time related: _____ Item
A22.0	Clause 22.0 – Latent defects liability period Fixed: _____ Value related: _____ Time related: _____ Item
A23.0	Clause 23.0 – Revision of date for practical completion Fixed: _____ Value related: _____ Time related: _____ Item
A24.0	Clause 24.0 – Penalty for late or non-completion Fixed: _____ Value related: _____ Time related: _____ Item Payment (A25 – A27)
A25.0	Clause 25.0 – Payment Fixed: _____ Value related: _____ Time related: _____ Item

A26.0	Clause 26.0 – Adjustment of the contract value and final account Fixed: _____ Value related: _____ Time related: _____ Item
A27.0	Clause 27.0 – Recovery of expense and loss Fixed: _____ Value related: _____ Time related: _____ Item <u>Suspension and termination (A28 - A29)</u>
A28.0	Clause 28.0 – Suspension by the contractor Fixed: _____ Value related: _____ Time related: _____ Item
A29.0	Clause 29.0 – Termination Fixed: _____ Value related: _____ Time related: _____ Item <u>Dispute resolution (A30)</u>
A30.0	Clause 30.0 – Dispute resolution Fixed: _____ Value related: _____ Time related: _____ Item Agreement
A41.0	The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties Fixed: _____ Value related: _____ Time related: _____ Item
A42.0	Contract data Before submission of his tender the contractor is to complete the tenderer's selection in the contract data Fixed: _____ Value related: _____ Time related: _____ Item

SECTION B: PRELIMINARIES

Interpretation (B1)

B1.1 Clause 1.1 – Definitions
Fixed: _____ Value related: _____ Time related: _____
Item

B1.2 Clause 1.2 – Interpretation
Fixed: _____ Value related: _____ Time related: _____
Item

Documents (B2)

B2.1 Clause 2.1 – Checking of documents
Fixed: _____ Value related: _____ Time related: _____
Item

B2.2 Clause 2.2 – Bills of quantities
Fixed: _____ Value related: _____ Time related: _____
Item

B2.3 Clause 2.3 – Availability of construction documentation

Budgetary allowances and provisional sums

The budgetary allowances and/or provisional sums allocated for subsequent trades included in this agreement will be separately procured, based on multiple procurement of subcontractors during the construction period

Fixed: _____ Value related: _____ Time related: _____
Item

B2.4 Clause 2.4 – Ordering of Materials
Fixed: _____ Value related: _____ Time related: _____
Item

Previous work and adjoining properties (B3)

B3.1 Clause 3.1 – Previous work – dimensional accuracy
Fixed: _____ Value related: _____ Time related: _____
Item

B3.2 Clause 3.2 – Previous work – defects
Fixed: _____ Value related: _____ Time related: _____
Item

B3.3 Clause 3.3 – Inspection of adjoining properties
Fixed: _____ Value related: _____ Time related: _____
Item

	The Site (B4)	
B4.1	Clause 4.1 – Defined works area	
	Fixed: _____ Value related: _____ Time related: _____	Item
B4.2	Clause 4.2 – Handover of site in stages	
	Fixed: _____ Value related: _____ Time related: _____	Item
B4.3	Clause 4.3 – Enclosure of the works	
	Fixed: _____ Value related: _____ Time related: _____	Item
B4.4	Clause 4.4 – Geotechnical investigation	
	Fixed: _____ Value related: _____ Time related: _____	Item
B4.5	Clause 4.5 – Encroachments	
	Fixed: _____ Value related: _____ Time related: _____	Item
B4.6	Clause 4.6 – Existing premises occupied	
	Fixed: _____ Value related: _____ Time related: _____	Item
B4.7	Clause 4.7 – Services – known	
	Fixed: _____ Value related: _____ Time related: _____	Item
B4.8	Clause 4.8 – Protection of trees and/or relevant natural features	
	Fixed: _____ Value related: _____ Time related: _____	Item
	Management of contract (B5)	
B5.1	Clause 5.1 – Management of the works	
	Fixed: _____ Value related: _____ Time related: _____	Item
B5.2	Clause 5.2 – Progress meetings	
	Fixed: _____ Value related: _____ Time related: _____	Item
B5.3	Clause 5.3 – Technical meetings	
	Fixed: _____ Value related: _____ Time related: _____	Item

Samples, shop drawings and manufacturers' instructions (B6)			
B6.1	Clause 6.1 – Samples of materials	Fixed: _____ Value related: _____ Time related: _____	Item
B6.2	Clause 6.2 – Workmanship samples	Fixed: _____ Value related: _____ Time related: _____	Item
B6.3	Clause 6.3 – Shop drawings	Fixed: _____ Value related: _____ Time related: _____	Item
B6.4	Clause 6.4 – Compliance with manufacturers' instructions	Fixed: _____ Value related: _____ Time related: _____	Item
Deposits and fees (B7)			
B7.1	Clause 7.1 – Deposits and fees	Fixed: _____ Value related: _____ Time related: _____	Item
Temporary Services (B8)			
B8.1	Clause 8.1 – Water	Fixed: _____ Value related: _____ Time related: _____	Item
B8.2	Clause 8.2 – Electricity	Fixed: _____ Value related: _____ Time related: _____	Item
B8.3	Clause 8.3 – Ablution and welfare facilities	Fixed: _____ Value related: _____ Time related: _____	Item
B8.4	Clause 8.4 – Telecommunication facilities	Fixed: _____ Value related: _____ Time related: _____	Item
Prime Cost Amounts (B9)			
B9.1	Clause 9.1 – Responsibility for prime cost amounts	Fixed: _____ Value related: _____ Time related: _____	Item
Attendance on subcontractors (B10)			
B10.1	Clause 10.1 – General attendance	Fixed: _____ Value related: _____ Time related: _____	Item

B10.2	Clause 10.2 – Special attendance Fixed: _____ Value related: _____ Time related: _____ Item General (B11)
B11.1	Clause 11.1 – Protection of the works Fixed: _____ Value related: _____ Time related: _____ Item
B11.2	Clause 11.2 – Protection / isolation of existing / sectionally occupied works Fixed: _____ Value related: _____ Time related: _____ Item
B11.3	Clause 11.3 – Security of the works Fixed: _____ Value related: _____ Time related: _____ Item
B11.4	Clause 11.4 – Notice before covering work Fixed: _____ Value related: _____ Time related: _____ Item
B11.5	Clause 11.5 – Disturbance Fixed: _____ Value related: _____ Time related: _____ Item
B11.6	Clause 11.6 – Environmental disturbance Controlling all forms of pollution The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc. The contractor is to ensure that all roads which border the site and is used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works Environmental management plan The employer has prepared an environmental management plan (EMP) (Refer to Annexure 6 for a copy of the relevant plan). The contractor shall price opposite this item for compliance with all the requirements thereof Fixed: _____ Value related: _____ Time related: _____ Item
B11.7	Clause 11.7 – Works cleaning and clearing Fixed: _____ Value related: _____ Time related: _____ Item
B11.8	Clause 11.8 – Vermin Fixed: _____ Value related: _____ Time related: _____ Item

B11.9	Clause 11.9 – Overhand work Fixed: _____ Value related: _____ Time related: _____ Item
B11.10	Clause 11.10 – Tenant installations by direct contractors Fixed: _____ Value related: _____ Time related: _____ Item
B11.11	Clause 11.11 – Advertising Fixed: _____ Value related: _____ Time related: _____ Item
<u>Schedule (B12)</u> <u>Information for completion of schedule</u> All information is contained in the contract data and will not be replicated herein	

SECTION C: SPECIFIC PRELIMINARIES

Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

C1	CONTRACT DRAWINGS The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed. Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent Fixed: _____ Value related: _____ Time related: _____ Item
C2	TRADE NAMES Wherever a trade name for any product has been described in the document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for Fixed: _____ Value related: _____ Time related: _____ Item

C3 **IMPORTED MATERIALS AND EQUIPMENT**

Where Imported items are listed in the tender documents, the tenderer shall provide all such information, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations.

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)

Fixed: _____ Value related: _____ Time related: _____
Item

C4 **AUTHORISATION FOR THE TAKING OF PHOTOGRAPHS**

The contractor shall obtain prior authorisation from the employer for the making of any sketches or the taking of any photographs of any site, installation, building or civil works belonging to the employer and shall ensure that all personnel, subcontractors and other persons entering the site shall comply with this requirement as well.

Fixed: _____ Value related: _____ Time related: _____
Item

C5 **WARRANTIES FOR MATERIALS AND WORKMANSHIP**

Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or doing the work and shall deliver same to the principal agent on the final completion of the contract.

The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of final completion and that any defects that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written notice to do so.

The warranty will not be enforced if the work is damaged by defects in the execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor.

Fixed: _____ Value related: _____ Time related: _____
Item

C6 **CO-OPERATION OF THE CONTRACTOR FOR COST MANAGEMENT**

It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget.

Fixed: _____ Value related: _____ Time related: _____
Item

C7 **OVERLOADING**

The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works e.g. scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc. to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense.

Fixed: _____ Value related: _____ Time related: _____
Item

C8

PROPPING OF FLOORS BELOW

The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor.

Fixed: _____ Value related: _____ Time related: _____
Item

C9

TESTING OF WATERPROOFING

Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the principal agent, flooded with water and kept "ponded" for at least forty (40) hours as a test to ensure the water tightness of the waterproofing and before any further construction work is carried out above the waterproofing.

Fixed: _____ Value related: _____ Time related: _____
Item

C10

TESTING OF WINDOWS FOR WATER TIGHTNESS

Each window shall be tested for water tightness with water sprayed on using adequate pressure. If in the opinion of the principal agent, the pressure proves to be inadequate, then the pressure shall be boosted by means of compressed air or other approved means

Fixed: _____ Value related: _____ Time related: _____
Item

C11

OCCUPATIONAL HEALTH AND SAFETY ACT

The contractor shall comply with all the requirements set out in the Health and Safety Specification for Construction Work as contained within these tender documents and the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).

It is required of the contractor to thoroughly study the Health and Safety Specification and the Construction Regulations of the Occupational Health and Safety Act

The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory.

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

Fixed: _____ Value related: _____ Time related: _____
Item

C12

ADVERTISING RIGHTS

The employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The contractor shall not prevent such an arrangement and will assist in the facilitation of same. Position and type of advertising structure to be agreed with the principal agent so as not to hinder the contractor in the meeting of his obligations under this agreement

Fixed: _____ Value related: _____ Time related: _____
Item

C13	CONFIDENTIALITY The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works. No information regarding this project shall be published or disclosed without the prior written consent of the employer Fixed: _____ Value related: _____ Time related: _____ Item
C14	MEDIA RELEASES All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the employer. The contractor together with his subcontractors shall not, without the prior written consent of the employer, cause any statement or advertisement to be printed, screened or aired by the media. Fixed: _____ Value related: _____ Time related: _____ Item
C15	COMMUNITY LIAISON OFFICER If required and so specified in part C3.5 Management of this document, the contractor shall employ a Community Liaison Officer (CLO) for the full duration of the contract. The duties of the CLO, remuneration and conditions of employment shall be in accordance with the "Form of Contract of Temporary Employment as Community Liaison Officer" attached to this document. Fixed: _____ Value related: _____ Time related: _____ Item

C15

LOCAL LABOUR AND ENTERPRISES

Allow for monthly submission of proof of employment of local skilled and unskilled labour and the use of local enterprises as specified in part C3.5 Management of this document to the principal agent.

The principal agent shall be empowered to inspect the books and records of the contractor from time to time to ensure that the requirements are met. Should it become apparent that these conditions are not being complied with; the principal agent shall close down the works until the requirements are met. Any work stoppages so occasioned will be for the contractor's account. Any difficulty experienced by the contractor in the procurement of the required percentages of local labour and enterprises shall be referred to the principal agent immediately.

Fixed: _____ Value related: _____ Time related: _____

Item

**SECTION 1
PRELIMINARIES
CARRIED TO FINAL TENDER SUMMARY**

Category: Fixed

Category: Value R

Category: Time R

SECTION NO. 2

BUILDING WORK: SUMMARY OF HOUSE TYPES (PANEL 2)

Please complete all sections for each house typology below.

Pricing Schedule for a House Type A: Double Storey Freestanding

Section No	Description	unit	rate	Qty	Amount
1	Site Works	/		/	
2	Foundations	/		/	
3	Super Structure	/		/	
4	First Floor Slab and Stairs	/		/	
5	Carpentry, joinery and Ironmongery	/		/	
6	Roof structure and covering	/		/	
7	Insulation and Ceilings	/		/	
8	Plumbing & Drainage Installation	/		/	
9	Electrical Installation	/		/	
10	Plastering	/		/	
11	Painting	/		/	
12	Boundary Walls	m		5	
13	Stormwater management to falls	/		/	
14	Other				
Sub-Total					
Transfer to summary page					

SIGNED ON BEHALF OF TENDERER:

Pricing Schedule for a House Type B: Double Storey Semi-Detached

Section No	Description	unit	rate	Qty	Amount
1	Site Works	/		/	
2	Foundations	/		/	
3	Super Structure	/		/	
4	First Floor Slab and Stairs	/		/	
5	Carpentry, Joinery and ironmongery	/		/	
6	Roof structure and covering	/		/	
7	Insulations and Ceilings	/		/	
8	Plumbing and Drainage Installation	/		/	
9	Electrical Installation	/		/	
10	Plastering	/		/	
11	Painting	/		/	
12	Boundary and dividing Walls	m		6	
13	Stormwater management to falls	/		/	
14	Other				
Total					
Transfer to summary page					

SIGNED ON BEHALF OF TENDERER:

Pricing Schedule for a House Type C: Single Storey Freestanding

Section No	Description	Unit	Rate	Qty	Amount
1	Site Works			/	
2	Foundations			/	
3	Super Structure			/	
4	Carpentry, Joinery and ironmongery			/	
5	Roof structure and covering			/	
6	Insulation and Ceilings			/	
7	Plumbing & Drainage Installation			/	
8	Electrical Installation			/	
9	Plastering			/	
10	Painting			/	
11	Boundary Walls	m		5	
12	Stormwater management to falls				
13	Other				
Total					
Transfer to summary page					

SIGNED ON BEHALF OF TENDERER:

X

.....

Pricing Schedule for a House Type D: Single Storey Semi-detached

Section No	Description	Unit	Rate	Qty.	Am
1	Site Works	/		/	
2	Foundations	/		/	
3	Super Structure	/		/	
4	Carpentry, joinery and Ironmongery	/		/	
5	Roof structure and covering	/		/	
6	Insulation and Ceilings	/		/	
7	Plumbing & Drainage Installation	/		/	
8	Electrical Installation	/		/	
9	Plastering	/		/	
10	Painting	/		/	
11	Boundary and Dividing Walls	m		6	
12	Stormwater Management to falls				
13	Other				
Total					
Transfer to summary page					

SIGNED ON BEHALF OF TENDERER:

X

.....

Pricing Schedule for a House Type E: Single Storey Paraplegic House Free standing

Section No	Description	Unit	Rate	Qty.	Amount
1	Site Works				
2	Foundations				
3	Super Structure				
4	Carpentry, Joinery and Ironmongery				
5	Roof structure and coverings				
6	Insulation and Ceilings				
7	Plumbing & Drainage Installation				
8	Electrical Installation				
9	Plastering				
10	Painting				
11	Boundary Walls	m		5	
12	Stormwater Management including ramps				
13	Other				
Total					
Transfer to summary page					

Pricing Schedule for a House Type F: Single Storey Paraplegic House Semi-Detached

Section No	Description	Unit	Rate	Qty.	Amount
1	Site Works				
2	Foundations				
3	Super Structure				
4	Carpentry, Joinery and Ironmongery				
5	Roof structure and coverings				
6	Insulation and Cellings				
7	Plumbing & Drainage Installation				
8	Electrical Installation				
9	Plastering				
10	Painting				
11	Boundary Walls	m		6	
12	Stormwater Management including ramps				
13	Other				
Total					
Transfer to summary page					

SIGNED ON BEHALF OF TENDERER: X

BOQ SUMMARY PAGE (PANEL 2 TENDERERS)

		Page No.	COST PER HOUSE	No of estimated units – NOTE: used for evaluation purposes	Amount	
					R	C
BILLS OF QUANTITIES FINAL SUMMARY						
1	Preliminaries	167				
2	Building work					
House Typologies:						
	Type A: Double Storey Freestanding	168				
	Type B: Double Storey Semi-detached	169				
	Type C: Single Storey Freestanding	170				
	Type D: Single Storey Semi-detached	171				
	Type E: Single Storey Paraplegic House Freestanding	172				
	Type F: Single Storey Paraplegic House Semi-detached	172				
SUB-TOTAL (add 1+2 above)						
4	AVERAGE COST PER HOUSE Note: Derived by dividing Item 3 above by 6 (6 being the different typologies)					
5	CONTINGENCIES (Included in Subsidy Quantum) Allow the sum of 5% (five percent) of the above Average Cost Per House for Contingencies to be spent as the Employer or Employer's representative may direct and to be deducted in whole or in part if not required.					
4	TOTAL OF ITEMS 4 & 5 ABOVE (Excl. VAT)					

DECLARATION (In respect of completeness of Tender)

City of Cape Town
Tower Block, Civic Centre
12 Hertzog Boulevard
CAPE TOWN
8001

I/we, the undersigned, do hereby declare that these are the properly priced Bills of Quantities forming Part C2.2 of this Contract Document upon which my/our tender for **CONTRACT 106Q/2017/18: APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS** have been based. If I/we have submitted a printed version of the Bills of Quantities, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause F.3.2 in Part T1.2 Tender Data.

X

SIGNATURE

DATE

A16.0	Clause 16.0 – Direct subcontractors Fixed: _____ Value related: _____ Time related: _____ Item
A17.0	Clause 17.0 – Contract Instructions Site Instructions Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor Fixed: _____ Value related: _____ Time related: _____ Item <u>Completion (A18 – A24)</u>
A18.0	Clause 18.0 – Interim completion Fixed: _____ Value related: _____ Time related: _____ Item
A19.0	Clause 19.0 – Practical completion Fixed: _____ Value related: _____ Time related: _____ Item
A20.0	Clause 20.0 – Sectional completion Fixed: _____ Value related: _____ Time related: _____ Item
A21.0	Clause 21.0 – Defects liability period and final completion Fixed: _____ Value related: _____ Time related: _____ Item
A22.0	Clause 22.0 – Latent defects liability period Fixed: _____ Value related: _____ Time related: _____ Item
A23.0	Clause 23.0 – Revision of date for practical completion Fixed: _____ Value related: _____ Time related: _____ Item
A24.0	Clause 24.0 – Penalty for late or non-completion Fixed: _____ Value related: _____ Time related: _____ Item <u>Payment (A25 - A27)</u>
A25.0	Clause 25.0 – Payment Fixed: _____ Value related: _____ Time related: _____ Item

A26.0	Clause 26.0 – Adjustment of the contract value and final account Fixed: _____ Value related: _____ Time related: _____ Item
A27.0	Clause 27.0 – Recovery of expense and loss Fixed: _____ Value related: _____ Time related: _____ Item
	<u>Suspension and termination (A28 - A29)</u>
A28.0	Clause 28.0 – Suspension by the contractor Fixed: _____ Value related: _____ Time related: _____ Item
A29.0	Clause 29.0 – Termination Fixed: _____ Value related: _____ Time related: _____ Item
	<u>Dispute resolution (A30)</u>
A30.0	Clause 30.0 – Dispute resolution Fixed: _____ Value related: _____ Time related: _____ Item
	Agreement
A41.0	The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties Fixed: _____ Value related: _____ Time related: _____ Item
A42.0	Contract data Before submission of his tender the contractor is to complete the tenderer's selection in the contract data Fixed: _____ Value related: _____ Time related: _____ Item

C2.2.3 Bills of Quantities (BOQ)

(APPLICABLE TO PANEL 3 TENDERERS WHO HAVE SUCCESSFULLY COMPLETED AT LEAST 1 PROJECT CONSISTING OF BETWEEN 25 AND 199 HOUSES. (Note that only those tenderers who qualify in terms of eligibility for Panel 2, may also submit an average cost per house for this panel) Tenderers qualifying in terms of eligibility for Panel 1 may not submit an average cost per house for this panel)

FOR EVALUATION PURPOSES, TENDERERS MUST PRICE THIS BOQ BASED UPON AN AVERAGE OF 100 HOUSES PER PROJECT WITH AN ESTIMATED CONTRACT PERIOD OF 8 MONTHS

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SECTION 1

PRELIMINARIES: SECTIONS A, B and C

SECTION A: PRELIMINARIES

MEANING OF TERMS "TENDER / TENDERER"

Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"

BUILDING AGREEMENT AND PRELIMINARIES

The JBCC Principal Building Agreement (March 2014 Edition 6.1) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described

The JBCC Principal Building Agreement contract data form an integral part of this agreement

The Preliminaries revision 1 (February 2016) published by the Association of South African Quantity Surveyors for use with the JBCC Principal Building Agreement Edition 6.1 shall be deemed to be incorporated in these bills of quantities, amended as hereinafter described

The contractor is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause

The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only.

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

PREAMBLES FOR TRADES

The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained

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

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

STRUCTURE OF THIS PRELIMINARIES BILL

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

Section B: A recital of the headings of the individual clauses of the aforementioned Preliminaries document

Section C: Any special clauses to meet the particular circumstances of the project

PRICING OF PRELIMINARIES

Preliminaries must be priced in terms of Option A and in terms of clause 26.9.4 of the contract data for the purpose of adjustment of these preliminaries, the amount entered into the amount column in these preliminaries is to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)



SECTION A: PRINCIPAL BUILDING AGREEMENT

Please refer to the Contract Data Part D for the full extent of the modifications, corrections or supplements made to the standard clauses referenced below

Interpretation (A1-A7)

A1.0	Clause 1.0 - Definitions and interpretation Fixed: _____ Value related: _____ Time related: _____ Item
A2.0	Clause 2.0 - Law, regulations and notices Health and safety Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall prepare a documented health and safety specification for the works (refer to Annexure 7 for a copy of the relevant specification) 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. The contractor shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification [2.1] The contractor shall: 1. Comply with the health and safety specification for the works 2. Prepare and agree with the health and safety consultant the health and safety plan for the works 3. Co-operate with the health and safety consultant in all respects 4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification 5. Conform to the conditions contained in the employer's safety specification Fixed: _____ Value related: _____ Time related: _____ Item
A3.0	Clause 3.0 - Offer and acceptance Fixed: _____ Value related: _____ Time related: _____ Item
A4.0	Clause 4.0 - Assignment and cession Fixed: _____ Value related: _____ Time related: _____ item
A5.0	Clause 5.0 - Contract documents Fixed: _____ Value related: _____ Time related: _____ Item

A6.0	Clause 6.0 - Employer's agents Fixed: _____ Value related: _____ Time related: _____ Item
A7.0	Clause 7.0 - Design responsibility Fixed: _____ Value related: _____ Time related: _____ Item
	<u>Insurance and security (A8-A11)</u>
A8.0	Clause 8.0 - Works risk Fixed: _____ Value related: _____ Time related: _____ Item
A9.0	Clause 9.0 - Indemnities Fixed: _____ Value related: _____ Time related: _____ Item
A10.0	Clause 10.0 - Insurances Fixed: _____ Value related: _____ Time related: _____ Item
A11.0	Clause 11.0 - Security Fixed: _____ Value related: _____ Time related: _____ Item
	<u>Execution (A12 - A17)</u>
A12.0	Clause 12.0 - Duties of the parties Provisions of clauses 12.1.2 to 12.1.6 and 12.2.18 Refer to the contract data, the Preliminaries document and "Section B : Preliminaries" of this Bill with reference to the provisions of clauses 12.1.2 to 12.1.6 and 12.2.18 of the JBCC Principal Building Agreement Fixed: _____ Value related: _____ Time related: _____ Item
A13.0	Clause 13.0 - Setting out
A14.0	Clause 14.0 - Nominated subcontractors Fixed: _____ Value related: _____ Time related: _____ Item
A15.0	Clause 15.0 - Selected subcontractors Fixed: _____ Value related: _____ Time related: _____ Item

SECTION B: PRELIMINARIES

Interpretation (B1)

B1.1 Clause 1.1 – Definitions

Fixed: _____ Value related: _____ Time related: _____
Item

B1.2 Clause 1.2 – Interpretation

Fixed: _____ Value related: _____ Time related: _____
Item

Documents (B2)

B2.1 Clause 2.1 – Checking of documents

Fixed: _____ Value related: _____ Time related: _____
Item

B2.2 Clause 2.2 – Bills of quantities

Fixed: _____ Value related: _____ Time related: _____
Item

B2.3 Clause 2.3 – Availability of construction documentation

Budgetary allowances and provisional sums

The budgetary allowances and/or provisional sums allocated for subsequent trades included in this agreement will be separately procured, based on multiple procurement of subcontractors during the construction period

Fixed: _____ Value related: _____ Time related: _____
Item

B2.4 Clause 2.4 – Ordering of Materials

Fixed: _____ Value related: _____ Time related: _____
Item

Previous work and adjoining properties (B3)

B3.1 Clause 3.1 – Previous work – dimensional accuracy

Fixed: _____ Value related: _____ Time related: _____
Item

B3.2 Clause 3.2 – Previous work – defects

Fixed: _____ Value related: _____ Time related: _____
Item

B3.3 Clause 3.3 – Inspection of adjoining properties

Fixed: _____ Value related: _____ Time related: _____
Item

	The Site (B4)	
B4.1	Clause 4.1 – Defined works area	
	Fixed: _____ Value related: _____ Time related: _____	Item
B4.2	Clause 4.2 – Handover of site in stages	
	Fixed: _____ Value related: _____ Time related: _____	Item
B4.3	Clause 4.3 – Enclosure of the works	
	Fixed: _____ Value related: _____ Time related: _____	Item
B4.4	Clause 4.4 – Geotechnical investigation	
	Fixed: _____ Value related: _____ Time related: _____	Item
B4.5	Clause 4.5 – Encroachments	
	Fixed: _____ Value related: _____ Time related: _____	Item
B4.6	Clause 4.6 – Existing premises occupied	
	Fixed: _____ Value related: _____ Time related: _____	Item
B4.7	Clause 4.7 – Services – known	
	Fixed: _____ Value related: _____ Time related: _____	Item
B4.8	Clause 4.8 – Protection of trees and/or relevant natural features	
	Fixed: _____ Value related: _____ Time related: _____	Item
	Management of contract (B5)	
B5.1	Clause 5.1 – Management of the works	
	Fixed: _____ Value related: _____ Time related: _____	Item
B5.2	Clause 5.2 – Progress meetings	
	Fixed: _____ Value related: _____ Time related: _____	Item
B5.3	Clause 5.3 – Technical meetings	
	Fixed: _____ Value related: _____ Time related: _____	Item

Samples, shop drawings and manufacturers' instructions (B6)			
B6.1	Clause 6.1 – Samples of materials	Fixed: _____ Value related: _____ Time related: _____	Item
B6.2	Clause 6.2 – Workmanship samples	Fixed: _____ Value related: _____ Time related: _____	Item
B6.3	Clause 6.3 – Shop drawings	Fixed: _____ Value related: _____ Time related: _____	Item
B6.4	Clause 6.4 – Compliance with manufacturers' instructions	Fixed: _____ Value related: _____ Time related: _____	Item
Deposits and fees (B7)			
B7.1	Clause 7.1 – Deposits and fees	Fixed: _____ Value related: _____ Time related: _____	Item
Temporary Services (B8)			
B8.1	Clause 8.1 – Water	Fixed: _____ Value related: _____ Time related: _____	Item
B8.2	Clause 8.2 – Electricity	Fixed: _____ Value related: _____ Time related: _____	Item
B8.3	Clause 8.3 – Ablution and welfare facilities	Fixed: _____ Value related: _____ Time related: _____	Item
B8.4	Clause 8.4 – Telecommunication facilities	Fixed: _____ Value related: _____ Time related: _____	Item
Prime Cost Amounts (B9)			
B9.1	Clause 9.1 – Responsibility for prime cost amounts	Fixed: _____ Value related: _____ Time related: _____	Item
Attendance on subcontractors (B10)			
B10.1	Clause 10.1 – General attendance	Fixed: _____ Value related: _____ Time related: _____	Item

B10.2	Clause 10.2 – Special attendance Fixed: _____ Value related: _____ Time related: _____ Item General (B11)
B11.1	Clause 11.1 – Protection of the works Fixed: _____ Value related: _____ Time related: _____ Item
B11.2	Clause 11.2 – Protection / isolation of existing / sectionally occupied works Fixed: _____ Value related: _____ Time related: _____ Item
B11.3	Clause 11.3 – Security of the works Fixed: _____ Value related: _____ Time related: _____ Item
B11.4	Clause 11.4 – Notice before covering work Fixed: _____ Value related: _____ Time related: _____ Item
B11.5	Clause 11.5 – Disturbance Fixed: _____ Value related: _____ Time related: _____ Item
B11.6	Clause 11.6 – Environmental disturbance Controlling all forms of pollution The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc. The contractor is to ensure that all roads which border the site and is used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works Environmental management plan The employer has prepared an environmental management plan (EMP) (Refer to Annexure 6 for a copy of the relevant plan). The contractor shall price opposite this item for compliance with all the requirements thereof Fixed: _____ Value related: _____ Time related: _____ Item
B11.7	Clause 11.7 – Works cleaning and clearing Fixed: _____ Value related: _____ Time related: _____ Item
B11.8	Clause 11.8 – Vermin Fixed: _____ Value related: _____ Time related: _____ Item



B11.9	Clause 11.9 – Overhand work Fixed: _____ Value related: _____ Time related: _____ Item
B11.10	Clause 11.10 – Tenant installations by direct contractors Fixed: _____ Value related: _____ Time related: _____ Item
B11.11	Clause 11.11 – Advertising Fixed: _____ Value related: _____ Time related: _____ Item
	<u>Schedule (B12)</u> <u>Information for completion of schedule</u> All information is contained in the contract data and will not be replicated herein

SECTION C: SPECIFIC PRELIMINARIES

Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

C1

CONTRACT DRAWINGS

The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed.

Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent

Fixed: _____ Value related: _____ Time related: _____

Item

C2

TRADE NAMES

Wherever a trade name for any product has been described in the document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders

If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for

Fixed: _____ Value related: _____ Time related: _____

Item

C3

IMPORTED MATERIALS AND EQUIPMENT

Where imported items are listed in the tender documents, the tenderer shall provide all such information, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations.

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)

Fixed: _____ Value related: _____ Time related: _____
Item

C4

AUTHORISATION FOR THE TAKING OF PHOTOGRAPHS

The contractor shall obtain prior authorisation from the employer for the making of any sketches or the taking of any photographs of any site, installation, building or civil works belonging to the employer and shall ensure that all personnel, subcontractors and other persons entering the site shall comply with this requirement as well.

Fixed: _____ Value related: _____ Time related: _____
Item

C5

WARRANTIES FOR MATERIALS AND WORKMANSHIP

Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or doing the work and shall deliver same to the principal agent on the final completion of the contract.

The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of final completion and that any defects that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written notice to do so.

The warranty will not be enforced if the work is damaged by defects in the execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor.

Fixed: _____ Value related: _____ Time related: _____
Item

C6

CO-OPERATION OF THE CONTRACTOR FOR COST MANAGEMENT

It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget.

Fixed: _____ Value related: _____ Time related: _____
Item

C7

OVERLOADING

The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works e.g. scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc. to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense.

Fixed: _____ Value related: _____ Time related: _____
Item

C8

PROPPING OF FLOORS BELOW

The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor.

Fixed: _____ Value related: _____ Time related: _____
Item

C9

TESTING OF WATERPROOFING

Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the principal agent, flooded with water and kept "ponded" for at least forty (40) hours as a test to ensure the water tightness of the waterproofing and before any further construction work is carried out above the waterproofing.

Fixed: _____ Value related: _____ Time related: _____
Item

C10

TESTING OF WINDOWS FOR WATER TIGHTNESS

Each window shall be tested for water tightness with water sprayed on using adequate pressure. If in the opinion of the principal agent, the pressure proves to be inadequate, then the pressure shall be boosted by means of compressed air or other approved means

Fixed: _____ Value related: _____ Time related: _____
Item

C11

OCCUPATIONAL HEALTH AND SAFETY ACT

The contractor shall comply with all the requirements set out in the Health and Safety Specification for Construction Work as contained within these tender documents and the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).

It is required of the contractor to thoroughly study the Health and Safety Specification and the Construction Regulations of the Occupational Health and Safety Act

The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory.

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

Fixed: _____ Value related: _____ Time related: _____

Item

C12

ADVERTISING RIGHTS

The employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The contractor shall not prevent such an arrangement and will assist in the facilitation of same. Position and type of advertising structure to be agreed with the principal agent so as not to hinder the contractor in the meeting of his obligations under this agreement

Fixed: _____ Value related: _____ Time related: _____

Item

C13

CONFIDENTIALITY

The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works.

No information regarding this project shall be published or disclosed without the prior written consent of the employer

Fixed: _____ Value related: _____ Time related: _____

Item

C14

MEDIA RELEASES

All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the employer.

The contractor together with his subcontractors shall not, without the prior written consent of the employer, cause any statement or advertisement to be printed, screened or aired by the media.

Fixed: _____ Value related: _____ Time related: _____

Item

C15

COMMUNITY LIAISON OFFICER

If required and so specified in part C3.5 Management of this document, the contractor shall employ a Community Liaison Officer (CLO) for the full duration of the contract. The duties of the CLO, remuneration and conditions of employment shall be in accordance with the "Form of Contract of Temporary Employment as Community Liaison Officer" attached to this document.

Fixed: _____ Value related: _____ Time related: _____

Item



C15

LOCAL LABOUR AND ENTERPRISES

Allow for monthly submission of proof of employment of local skilled and unskilled labour and the use of local enterprises as specified in part C3.5 Management of this document to the principal agent.

The principal agent shall be empowered to inspect the books and records of the contractor from time to time to ensure that the requirements are met. Should it become apparent that these conditions are not being complied with; the principal agent shall close down the works until the requirements are met. Any work stoppages so occasioned will be for the contractor's account. Any difficulty experienced by the contractor in the procurement of the required percentages of local labour and enterprises shall be referred to the principal agent immediately.

Fixed: _____ Value related: _____ Time related: _____

Item

**SECTION 1
PRELIMINARIES
CARRIED TO FINAL TENDER SUMMARY**

R

Category: Fixed R

Category: Value R

Category: Time R



SECTION NO. 2

BUILDING WORK: SUMMARY OF HOUSE TYPES (PANEL 3)

Please complete all sections for each house typology below.

Pricing Schedule for a House Type A: Double Storey Freestanding

Section No	Description	unit	rate	Qty	Amount
1	Site Works				
2	Foundations				
3	Super Structure				
4	First Floor Slab and Stairs				
5	Carpentry, joinery and ironmongery				
6	Roof structure and covering				
7	Insulation and Ceilings				
8	Plumbing & Drainage Installation				
9	Electrical Installation				
10	Plastering				
11	Painting				
12	Boundary Walls	m		5	
13	Stormwater management to falls				
14	Other				
Sub-Total					
Transfer to summary page					

SIGNED ON BEHALF OF TENDERER:

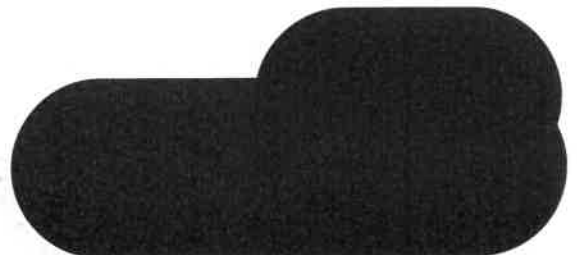
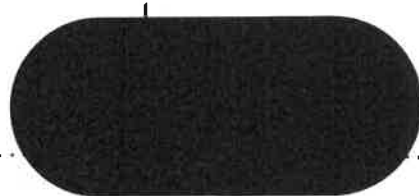
.....

Pricing Schedule for a House Type B: Double Storey Semi-Detached

Section No	Description	unit	rate	Qty	Amount
1	Site Works				
2	Foundations				
3	Super Structure				
4	First Floor Slab and Stairs				
5	Carpentry, Joinery and ironmongery				
6	Roof structure and covering				
7	Insulations and Cellings				
8	Plumbing and Drainage Installation				
9	Electrical Installation				
10	Plastering				
11	Painting				
12	Boundary and dividing Walls	m		6	
13	Stormwater management to falls				
14	Other				
Total					
Transfer to summary page					

SIGNED ON BEHALF OF TENDERER:

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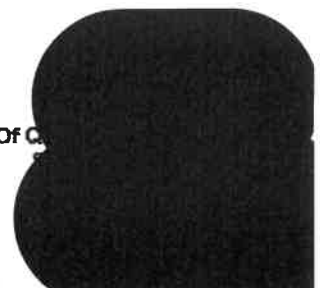


Pricing Schedule for a House Type C: Single Storey Freestanding

Section No	Description	Unit	Rate	Qty	Amount
1	Site Works				
2	Foundations				
3	Super Structure				
4	Carpentry, Joinery and Ironmongery				
5	Roof structure and covering				
6	Insulation and Ceilings				
7	Plumbing & Drainage Installation				
8	Electrical Installation				
9	Plastering				
10	Painting				
11	Boundary Walls	m		5	
12	Stormwater management to falls				
13	Other				
Total					
Transfer to summary page					

SIGNED ON BEHALF OF TENDERER:

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Pricing Schedule for a House Type D: Single Storey Semi-detached

Section No	Description	Unit	Rate	Qty.	Amount
1	Site Works				
2	Foundations				
3	Super Structure				
4	Carpentry, Joinery and Ironmongery				
5	Roof structure and covering				
6	Insulation and Ceilings				
7	Plumbing & Drainage Installation				
8	Electrical Installation				
9	Plastering				
10	Painting				
11	Boundary and Dividing Walls	m		6	
12	Stormwater Management to falls				
13	Other				
Total					
Transfer to summary page					

SIGNED ON BEHALF OF TENDERER:

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Pricing Schedule for a House Type E: Single Storey Paraplegic House Free standing

Section No	Description	Unit	Rate	Qty.	Amount
1	Site Works				
2	Foundations				
3	Super Structure				
4	Carpentry, Joinery and Ironmongery				
5	Roof structure and coverings				
6	Insulation and Ceilings				
7	Plumbing & Drainage Installation				
8	Electrical Installation				
9	Plastering				
10	Painting				
11	Boundary Walls	m		5	
12	Stormwater Management including ramps				
13	Other				
Total					
Transfer to summary page					

Pricing Schedule for a House Type F: Single Storey Paraplegic House Semi-Detached

Section No	Description	Unit	Rate	Qty.	Amount
1	Site Works				
2	Foundations				
3	Super Structure				
4	Carpentry, Joinery and Ironmongery				
5	Roof structure and coverings				
6	Insulation and Ceilings				
7	Plumbing & Drainage Installation				
8	Electrical Installation				
9	Plastering				
10	Painting				
11	Boundary and Dividing Walls	m		6	
12	Stormwater Management including ramps				
13	Other				
Total					
Transfer to summary page					



SIGNED ON BEHALF OF TENDERER:

BOQ SUMMARY PAGE (PANEL 3 TENDERERS)

		Page No.	COST PER HOUSE	No of estimated units – used for evaluation purposes only		Amount	
						R	c
BILLS OF QUANTITIES FINAL SUMMARY							
1	Preliminaries	190	R	100	R		
2	Building work						
	House Typologies:						
	Type A: Double Storey Freestanding	191	R	5	R		
	Type B: Double Storey Semi-detached	192	R	70	R		
	Type C: Single Storey Freestanding	193	R	6	R		
	Type D: Single Storey Semi-detached	194	R	13	R		
	Type E: Single Storey Paraplegic House Freestanding	195	R	2	R		
	Type F: Single Storey Paraplegic House Semi-detached	195	R	4	R		
	SUB-TOTAL (add 1+2 above)		R				
4	AVERAGE COST PER HOUSE Note: Derived by dividing Item 3 above by 6 (6 being the different typologies)		R				
5	CONTINGENCIES (included in Subsidy Quantum) Allow the sum of 5% (five percent) of the above Average Cost Per House for Contingencies to be spent as the Employer or Employer's representative may direct and to be deducted in whole or in part if not required.		R				
6	TOTAL OF ITEMS 4 & 5 ABOVE (Excl. VAT)		R				

DECLARATION (In respect of completeness of Tender)

City of Cape Town
Tower Block, Civic Centre
12 Hertzog Boulevard
CAPE TOWN
8001

I/we, the undersigned, do hereby declare that these are the properly priced Bills of Quantities forming Part C2.2 of this Contract Document upon which my/our tender for **CONTRACT 106Q/2017/18: APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS** have been based. If I/we have submitted a printed version of the Bills of Quantities, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause F.3.2 in Part T1.2 Tender Data.

SIGNATURE

DATE

Part C3: Scope of Work

	Pages
C3.1 Description of the Works	199 – 200
C3.2 Engineering.....	202
C3.3 Procurement	203 - 204
C3.4 Construction	205 – 218
C3.5 Management.....	219 – 227
C3.6 Annexes.....	228 – 278

Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, or any drawings, the order of precedence, unless otherwise specified, is:

Specifications

Model Preambles for Trades 2008

Scope of Work (Parts C3.1, C3.4, C3.5 and C3.6)

