TENDER NO RFP038/2020

REPAIRS AND RENOVATIONS TO PHEMBISIZWE HIGH SCHOOL UNDER THE PINETOWN DISTRICT FOR KWAZULU NATAL DEPARTMENT OF EDUCATION
Notes:
The Tender Document must be submitted as a whole. All forms must be properly completed as required and the document shall not be taken apart or altered in any way whatsoever.

All forms must be duly completed in **black ink** as required.

The list of returnable documents, which consists of forms and schedules to be completed and company specific certificates and information pages to be attached, comprise the following:

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THE CONTRACT

C1 : AGREEMENT AND CONTRACT DATA
C2 : PRICING DATA
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PART 1: AGREEMENT AND CONTRACT DATA


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<td>C1.2.1</td>
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<td>11</td>
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<td>4</td>
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</tr>
</tbody>
</table>

Total number of pages

24
C1.1.1 FORM OF OFFER AND ACCEPTANCE

C1.1.1.1 Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **RFP038/2020 – REPAIRS AND RENOVATIONS TO PHEMBISIZWE HIGH SCHOOL UNDER THE PINETOWN DISTRICT IN KWAZULU NATAL DEPARTMENT OF EDUCATION.**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

Rand ...........................................(in words);
R ...........................................(in figures).

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

Signature ...........................................
Name ...........................................
Capacity ...........................................

For the tenderer

Name of Tenderer ...........................................
Address of Tenderer) ...........................................

Name of witness, ...........................................
Signature of witness ........................................... Date ...........................................
C1.1.2 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 service provider 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 the schedules, forms, drawing and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

The Tenderer shall deliver the security in terms of Clause 14 of the JBCC 2005 within the period stated in the contract Data or the Letter of Acceptance, whichever date is the earliest, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer’s agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature  
Name  
Capacity  
for the Employer  Development Bank of Southern Africa Limited 1258 Lever Road, Headway Hill, Midrand, Gauteng Province

Name of witness  
Signature of witness  Date  

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Schedule of Deviations

The extent of deviations from the Tender documents issued by the Employer prior to the Tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender. A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the Tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here. Any change or addition to the Tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

<table>
<thead>
<tr>
<th>Subject</th>
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<tr>
<td>1</td>
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<td>4</td>
<td>Details</td>
</tr>
<tr>
<td>5</td>
<td>Details</td>
</tr>
</tbody>
</table>

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addend thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

Signature(s) ................................................................. .................................................................
Name(s) ................................................................. .................................................................
Capacity ................................................................. .................................................................

Name of Tenderer ................................................................. .................................................................
Address of Tenderer ................................................................. .................................................................

Name of witness ..............................................................................................................................................
Signature of witness ................................................................. Date .................................................................

For the Employer:

Signature(s) ................................................................. .................................................................
Name(s) ................................................................. .................................................................
Capacity ................................................................. .................................................................

Name of Employer: Development Bank of Southern Africa Limited
Address of Employer 1258 Lever Road, Headway Hill, Midrand, Gauteng Province

Name of witness ..............................................................................................................................................
Signature of witness ................................................................. Date .................................................................
## C1.2 CONTRACT DATA

<table>
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<th>Title</th>
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</tr>
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C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract are clauses 1 to 41 of the JBCC PRINCIPAL BUILDING AGREEMENT, EDITION 4.1 CODE 2101 MARCH 2005 published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

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 Conditions of Contract make 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 Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Conditions of Contract or the Special Conditions of Contract.

The Contract Specific Data, General and Special Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency.

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the Conditions of Contract of JBCC 2005 to the extent specified below, and shall take precedence and shall govern in the interpretation of any ambiguity or inconsistency between it and the Conditions of Contract.

The clauses of the Special Conditions hereafter are numbered “SCC” followed in each case by the number of the applicable clause or sub clause in the JBCC 2005, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the Conditions, and an appropriate heading.

The Forms included in the JBCC Edition 4.1, Code 2101, March 2005 (“JBCC2005”), are replaced with the Forms included in this Tender Document.
2. AMENDMENTS TO THE JBCC 2005 CONDITIONS OF CONTRACT

SCC 1.10 Add the following new Clause:

“SCC 1.10 The copyright in all contract documents, contract drawings and records (irrespective of who prepared any of the aforesaid) related in any manner to the works shall vest in the employer and the contractor shall not furnish any information in connection with the works to any person or organization without the prior written approval of the employer to this effect other than subcontractors appointed for purposes of this agreement.”

SCC 3.5 Delete sub-clause 3.5

SCC 3.7 Replace the second sentence starting in line 2 with the following:

“The contractor shall keep a copy of all drawings, schedules, unpriced bills of quantities/lump sum document, contract instructions, minutes of site and other meetings, health and safety files as specified in the scope of work, risk register, claims and variation order register, labour records and subcontractors contracts on the site to which the employer, principal agent and agents shall have access at all times. The employer has the right to call for such further information from the contractor it deems necessary in the event it carries out any investigation or audit into potential fraud, corruption, fronting, health and safety incidents or verifying information the contractor has to supply to the employer in terms of this agreement.

SCC 3.10 In sub-clause 3.10 in the first line replace “principal agent” with “employer”

SCC 4 Clauses 4.1, 4.2 and 4.3 are deleted and replaced or amended as follows:

“4.1 The contractor shall be responsible for the design of the works, including for any temporary works. The contractor shall be responsible for the primary coordination of design elements. All designs must be submitted to the Principal Agent and Employer for approval prior to construction of the works.

4.2 The contractor shall be responsible for any design of works undertaken by any subcontractor, including nominated or selected subcontractor.

4.3 in second line delete the word “selected”

SCC 7 COMPLIANCE WITH LAWS AND REGULATIONS
Add the following:

“7.3 The Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 will in all respects be applicable to this contract. All obligations in respect of health and safety requirements of the Contractor are set out in the Scope of Work”

7.3.1 Contractor's liability as mandatory

“Nowithstanding any actions which the employer may take, the contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which the contractor is liable as mandatory. By entering into this agreement it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act and will enter into the mandatory agreement as set out in the Scope of Work. This clause will be sufficient to establish the mandatory obligations of the contractor in the event the parties fail to execute the aforesaid mandatory agreement.”

SCC 14

Amend sub-clause 14.1

Retain sub-clause 14.1 but amend to read: “The employer shall have the right to choose the security to be provided in terms of 14.3 or 14.4 as stated in the schedule. The contractor shall provide the security required or chosen by the employer in the schedule substantially in the format prescribed in the tender documents that the contractor submitted a tender offer. The required security shall be provided in the time period prescribed by the employer in the conditional letter of acceptance of the contractor's tender offer.

Amend sub-clause 14.3

Retain clause 14.3 but in the last line of sub-clause 14.3.1 replace “twelve point five (12.5%)” with “ten (10%)”.

Amend sub-clause 14.4

Retain clause 14.4 but in the last line of sub-clause 14.4.1 replace “seven point five (7.5%)” with “ten (10%)”.

Retain sub-clauses 14.5; 14.6 and 14.8 as is.

Amend sub-clause 14.7

Retain sub-clause 14.7 but in sub-clause 14.7.1 in the second and third line amend “two point five (2.5%)” to read “five (5%)”.
Add sub-clause 14.9

“A payment reduction of five (5%) of the value of each payment certificate up to a maximum of five (5%) of the contract sum will be applied until practical completion. At practical completion the amount withheld will be reduced to two point five (2.5%), which amount will reduce to nil (0%) when the final account is issued.

SCC 15.1.1 Amend sub-clause 15.1

In sub-clause 15.1 replace “principal agent” with “employer”

SCC 21 Replace sub-clause 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:

“The contractor and principal agent shall appoint a selected subcontractor in accordance with the provisions of the Scope of Work.”

SCC 23 Amend clause 23

Add sub-clause 23.3

“The contractor may not subcontract the whole of the work without the written instruction or approval of the employer. In such event the employer may require the contractor to cede the contract to the subcontractor.”

Add sub-clause 23.4

“The subcontractors appointed by the contractor to comply with the developmental and transformation requirements from the employer in terms of applicable legislation, including but not limited to the Preferential Procurement Policy Framework Act, 5 of 2000, and regulation thereto, will be domestic subcontractors for purposes of this agreement, and sub-clauses 23.1 and 23.2 will apply accordingly.

SCC 30.1 Replace reference to “36.3” at end of sentence with “36.0”

SCC 31.9 Sub-clause 31.9 is hereby amended by the substitution of the words "seven (7) calendar days" in the first line by the words "thirty (30) calendar days"

Delete “Payment shall be subject to the employer giving the contractor a tax invoice for the amount due.”

SCC 31.12 Delete the words in sub-clause 34.13 “subject to the employer giving the contractor a tax invoice for the amount due”

SCC 40.0 Retention of clause 40 in respect of dispute settlement to be retained in its original form not applying the state clause amendments.

SCC 41.0 Clause 41 State Substitutions is amended as set out below with reference to sub-clause 41.1 or the original clause number stated therein.
In sub-clause 41.1.3 delete the definition for **CONSTRUCTION PERIOD**;

clause 39.2 to be amended as follows:
delete the third sentence and replace with the following:

“The **employer** shall pay the **contractor** all amounts due in terms of the contract for work completed at the date of termination or cancellation in terms of this clause 39.2, including retention money after deducting any amounts due to the **employer**. The **employer** will also return any guarantees still valid to the **contractor** after such cancellation.”

Clauses 39.2.1 to 39.2.3 no clause

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**SCC 41.0**

Add sub- clause 41.1.4

Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**, or for any reason whatsoever, the **contractor** shall, on written instruction, discontinue with the **works** on a stated date and withdraw himself from the **site**. The contractor shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.
C1.2.2 CONTRACT SPECIFIC DATA

Part One - Data provided by the Employer

42.1.1 The Employer is the Development Bank of Southern Africa Limited

The address of the Employer is:
Address (physical): 1258 Lever Road, Headway Hill, Midrand, 1685
Address (postal): P.O. Box 1234, Halfway House, Midrand, 1685
Telephone: (011) 313 3911
Facsimile: (011) 313 3086

42.1.2 The Principal Agent: (Only to be inserted at contracting)

Telephone: (Only to be inserted at contracting)
Facsimile: (Only to be inserted at contracting)
Address (physical): (Only to be inserted at contracting)
Address (postal): (Only to be inserted at contracting)
42.2.1 The Works to be carried out by the Contractor under this Contract comprise mainly the following:

<table>
<thead>
<tr>
<th>Block</th>
<th>Project Description</th>
<th>Scope</th>
</tr>
</thead>
</table>
| 1     | Administration Block and Grade R Building  | • Replace broken / missing window frames  
• Replace broken and missing window panes  
• Replace broken and missing timber doors including all ironmongery.  
• Break existing one wall  
• Construct new one brickwall  
• Demolish and Reconstruct existing building blocks  
• Plaster to walls and fixing of wall cracks  
• Remove damaged / rotting purlins and replace with new purlins  
• Remove damaged / rotting rafters or trusses and replace with new rafters or trusses  
• Remove existing roof sheeting and replace with new roof sheeting, barge flashing and ridge capping and fascia boards  
• Remove damaged / collapsing rhinoboard ceiling  
• Install new bandering and new rhinoboard ceiling including cornices  
• Identify defective plaster, saw cut and demolish plaster and make good with polymer modified plaster  
• Prepare, sand, prime and paint all previously painted surfaces and newly plastered surfaces including window frames, doors, door frames and ceilings.  
• Replace damaged/missing rainwater good and replace with new seamless gutters and uPVC downpipes, elbows, bends and shoes. |
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<table>
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<tr>
<th>Standard Classrooms - classrooms complete with HOD offices per block of classrooms, Science Lab, Media Center, Dining and Nutrition, Library</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

- Rip and reconstruct floors and installation of vinyl tiles
- Electricity supply and distribution to be assessed and rectified as per Engineers instruction.
- Provision of temporary classrooms and administration office for the duration of the contract
- Stormwater Management and construction of V Drains and Walkways
- Replace broken / missing window frames
- Replace broken and missing window panes
- Replace broken and missing timber doors including all ironmongery.
- Break existing one wall
- Construct new one brickwall
- Plaster to walls and fixing of wall cracks
- Remove damaged / rotting purlins and replace with new purlins
Remove damaged / rotting rafters or trusses and replace with new rafters or trusses

Remove existing roof sheeting and replace with new roof sheeting, barge flashing and ridge capping and fascia boards

Remove damaged / collapsing rhinoboard ceiling

Install new brandering and new rhinoboard ceiling including cornices

Identify defective plaster, saw cut and demolish plaster and make good with polymer modified plaster

Prepare, sand, prime and paint all previously painted surfaces and newly plastered surfaces including window frames, doors, door frames and ceilings.

Replace damaged/missing rainwater good and replace with new seamless gutters and uPVC downpipes, elbows, bends and shoes.

Rip and reconstruct floors and installation of vinyl tiles

Electricity supply and distribution to be assessed and rectified as per Engineers instruction.

Provision of temporary classrooms for the duration of the contract

Stormwater Management and construction of V-Drains and Walkways
<table>
<thead>
<tr>
<th>4</th>
<th>External Works</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Plumbing</strong></td>
<td>- complete the vent pipe, toilet pan and seat, hand wash basin, taps, urinals, and paraplegic facility</td>
</tr>
<tr>
<td><strong>Water tank stands</strong></td>
<td>- comprising of reinforced concrete foundations 230mm thick walls complete with back filling and compaction and reinforced concrete slab to receive water tanks 5000 litre tanks at buildings and 2500 litre vertical tanks at ablutions complete with vinyl rainwater goods, etc</td>
</tr>
<tr>
<td><strong>Assembly area and ramps and driveways</strong></td>
<td>- consisting of excavations, back filling and reinforced cast in panels.</td>
</tr>
<tr>
<td><strong>Decommissioning of ablutions</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Fencing</strong></td>
<td>- consisting of hole excavations for poles galvanized steel poles planted in concrete. Approximately 100m long welded wire mesh fencing 1800mm high at perimeter of the school complete with razor wire at the top bed, etc.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5</th>
<th>Water Reticulation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>High rise water tank</strong></td>
<td>- comprising of galvanized steel structure bolted to reinforced concrete bases complete with ladders, platforms for four tanks to rest on , etc</td>
</tr>
<tr>
<td><strong>Water reticulation</strong></td>
<td>- complete with water pipes and fittings from elevated water tanks to drinking fountains, hand wash basins etc.</td>
</tr>
<tr>
<td><strong>Drinking fountains</strong></td>
<td>- drinking fountains with stainless steel water troughs, taps, piping, fittings, etc</td>
</tr>
</tbody>
</table>
42.2.2 The Works to be constructed are located in the area of jurisdiction of the KwaZulu Natal, as per attached maps showing location.

42.2.3 The Works or installations to be undertaken by direct contractors comprises:
Provision of prefabs, classroom, ablutions fencing and electrification of some of them, where power source is available.

42.2.4 The Employer is an organ of State
- The interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) will apply.
- Lateral support to be effected by the contractor.
- Payment will be made for materials and goods.
- Extended defects liability period will apply to the following elements:
  Not applicable

42.2.5 Possession of the site is to be given within 7 days of the contractor providing the employer with construction guarantees in accordance with the provisions of 14.0 and the Contract has been signed by both parties.

42.2.6 The period for the commencement of the works after the contractor takes possession of the site is 7 working days.

Completion:

For the works as a whole:

The date for practical completion shall be 6 months for all schools under the RFP from the commencement date. Site specific completion dates will be advised at project kick-off.

The penalty per calendar day shall be calculated as per the current formula of penalty calculation by the Department of Public works up to a maximum of 10% of the contract value. Thereafter, the employer shall have a right during the identified delay period to intervene and accelerate the work or appoint a third party to assist or complete the works to reach practical completion at the planned period. The cost of the appointed third party work shall be borne by the contractor.

**EXAMPLE**
Estimated contract value = R2 500 000 (excluding VAT)
Contract period = 12 months
\[ \text{Cost} = \text{R}2 \, 500 \, 000 \times 0.0275/100 = \text{R}687.50/\text{day} \]

Therefore rounded off to the nearest \text{R}10-00 = \text{R}690-00/day.

42.2.9 The law applicable to the agreement shall be that of the Republic of South Africa.

42.3.1 Contract works insurance is to be effected by the contractor for a sum not less than the contract sum plus 10%.

The supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association. (SASRIA)

42.3.3 Public liability insurance to be effected by the contractor for the sum of \text{R}10 \, 000 \, 000.00 (Ten Million Rand) with a deductible in an amount that the contractor deems appropriate.

42.3.4 Lateral Support insurance: **Not Applicable**

42.4.1 A waiver of the contractor’s lien or right of continuing possession is required.

42.4.2 **One copy** of the contract document will be supplied to the contractor free of charge.

42.4.5 JBCC Engineering General Conditions are not to be included in the contract document. Contractor must obtain its own copy.

42.4.6 CPAP shall only be applicable to works that progress to later than twelve (12) months from commencement date. Where the period is prolonged beyond the first twelve months due to the delay or non-performance by the employer, the CPAP shall be applicable; however where the period is extended due contractor’s failure to perform or delay caused by the contractor CPAP shall not be applicable. The contract value is to be adjusted using CPAP indices. The base month to be used to calculate CPAP is **(not applicable)** The value of the certificates issued shall be adjusted in accordance with the JBCC Contract Price Adjustment Schedules.

**The preliminaries amounts shall be paid and adjusted in terms of Alternative A and the contractor shall not have the right to select Alternative B.**

42.5.4

31.3 The issue of an interim payment certificates shall be done no later than the 20th of each month.

The contractor shall allow **Twelve (12)** working days during the contract period of **Ten Months** (10) months for the adverse effect of weather conditions and shall not be entitled to a revision of the date for Practical Completion for delays suffered by adverse weather conditions.

29.1.1

14.5 The employer **will not** provide advanced payments against an advanced payment guarantee.

14.3 The construction guarantee is to be a variable guarantee. It is and shall be **10%** of the contract
14.4 Dispute resolution shall be by adjudication. If a dispute is unresolved by adjudication the dispute shall be finally settled by an arbitrator to be agreed between the parties.
C1.2 CONTRACT DATA (Continued)

Part Two – Data provided by the Contractor

Completion of the data in full, is essential to create a complete contract.

- The Contractor is

  Clause 42.5.1: Name .........................................................

  The legal name of the Contractor.

  Clause 42.5.1 [1.2]: Address ...........................................

  The physical address, postal address, e-mail address and/or fax number where the Contractor will receive notices.
C1.3 CONSTRUCTION GUARANTEE

Pro-Forma JBCC On Demand Variable Performance Guarantee

To: The Development Bank of Southern Africa Limited

Dear Sirs

Reference No. [●] [Drafting Note: Guarantor/Bank reference number to be inserted]

Performance Bond: [Drafting Note: Name of Contractor to be inserted]

Employer: Contract Reference - [●] [Drafting Note: Contract reference number to be inserted]

1. In this Guarantee

1.1 The following words and expressions have the following meanings:

1.1.1 “Guarantor” - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Guarantor to be inserted] [●] Financial Services Board Registration number [●] NB: Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 53 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) No alterations or amendments of the wording of the pro-forma will be accepted unless approved prior to it been issued by the Employer.

1.1.2

1.1.3 “Guarantor’s Address” - means [●]; [Drafting Note: Guarantor’s physical address to be inserted]

1.1.4 “Contract” - means the written agreement entered into between the Employer and the Contractor on or about [●] [●] 20[●] (Contract Reference No. [●]), as amended, varied, restated, novated or substituted from time to time; [Drafting Note: signature date and Contract reference number to be inserted]

1.1.5 “Contractor” - means [●] a [●] registered in accordance with the laws of [●] with registration number [●]; [Drafting Note: Name and details of Contractor to be inserted]

1.1.6 “Employer” - means The Development Bank of Southern Africa Limited, a juristic person in terms of section 2 of The Development Bank of Southern Africa Limited Act,13 of 1979;

1.1.7 “Expiry Date” - means the date of Final Completion;
1.1.8 “this Guarantee” - means this document;

1.1.9 “Guaranteed Sum” – means, subject to clause 4, the sum of [● - figure] (● - words) the aggregate Guarantee amount of 10.0% of the total of the Contract Sum as at the Contract Date which amount will reduce with 50% when the Practical Completion certificate is issued until Final Completion.

1.2 Words or expressions capitalised shall bear the same meaning as assigned to them under the Contract albeit that the Contract itself, and any terms as defined therein, are merely referenced for convenience and not to create an accessory obligation.

2. At the instance of the Contractor, the Guarantor hereby confirms that we hold the Guaranteed Sum at the disposal of the Employer, as security for the proper performance by the Contractor of all of his obligations in terms of and arising from the Contract, and hereby irrevocably and unconditionally both agree and undertake to pay to the Employer, on written demand from the Employer envisaged in paragraph 3 below and received prior to the Expiry Date, any amount or amounts as may be so demanded from time to time, subject to a maximum of the Guaranteed Sum in the aggregate.

3. A demand for payment under this Guarantee shall be made in writing at the Guarantor’s address or by email to the following email […….insert..] and shall:

3.1 state the amount claimed (“the Demand Amount”);

3.2 state that the Demand Amount is payable to the Employer in the circumstances contemplated in the Contract:

4. The Guaranteed Sum may be reduced from time to time upon receipt by the Guarantor of the Employer’s written certificate certifying the amount of such reduction and the Contractor’s entitlement thereto under the Contract.

5. Notwithstanding the reference herein to the Contract the Guarantor acknowledges that:

5.1 the liability of the Guarantor in terms hereof is as principal and not as surety and the Guarantor’s obligation/s to make payment:

5.1.1 is and shall be absolute and unconditional in all circumstances; and

5.1.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever;

5.2 the Employer shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting the Guarantor’s liability under this Guarantee. This includes, without limitation, any extensions, indulgences,
release or compromise granted to the Contractor or any variation under or to the Contract or termination of the Contract.

5.3 should the Employer cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then the Employer shall be entitled to cede to such third party the rights of the Employer under this Guarantee on written notification to the Guarantor of such cession.

6. The Guarantor's obligations in terms of this Guarantee:

6.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and

6.2 shall not be discharged and compliance with any demand for payment received by the Guarantor in terms hereof shall not be delayed, by the fact that a dispute may exist between the Employer and the Contractor.

7. This Guarantee:

7.1 shall expire on the Expiry Date until which time it is irrevocable;

7.2 is, save as provided for in 5.3 above, personal to the Employer and is neither negotiable nor transferable;

7.3 shall be returned to the Guarantor upon the earlier of payment of the full Guaranteed Sum or expiry hereof;

7.4 shall be regarded as a liquid document for, firstly, the purpose of demonstrating and/or determining the amount due by the Guarantor to the Employer and, secondly, obtaining any court order; and

7.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.

8. The Guarantor chooses the domicilium citandi et executandi for all purposes in connection with this Guarantee at the Guarantor’s Address.
Signed at ____________________________  Date ____________________________

For and behalf of the Guarantor, which signatories by appending their signatures warrant that they are authorised to bind the Guarantor as above stated:

Guarantor Signatory 1: ___________________  Guarantor Signatory 2: ___________________

Name: _______________________  Name: _______________________

Capacity of Guarantor
Signatory 1: ___________________  Signatory 2: ___________________

Witness: _________________________  Witness: _______________________
(Printed Name of Witness)  (Printed name of witness)

________________________________  __________________________________

Guarantor's seal or stamp __________________________________
## PART 2: PRICING DATA


<table>
<thead>
<tr>
<th>Document reference</th>
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<td>Pricing Instructions</td>
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<tr>
<td>C2.2</td>
<td>Bill of Quantities</td>
<td>1</td>
</tr>
<tr>
<td>C2.2</td>
<td>Amendments, Qualifications And Alternatives By Tenderer</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Total number of pages</td>
<td>7</td>
</tr>
</tbody>
</table>
1. The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
   a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
   b) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).

2. The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, Code 2101, March 2005. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

3. Preliminary and general requirements are based on the various parts of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to the various parts of SANS 1921 as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

4. It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).

5. The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.

6. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.

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

8. The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities

9. The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.

10. The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the
Preliminaries and any amount in respect of contract price adjustment provided for in the contract.

11. Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.

12. The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:

   a) an amount which is not to be varied, namely Fixed (F)
   b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
   c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).

13. Where no provision is made in the Bills of Quantities to indicate which of the three categories will apply or where no selection is made, the adjustments shall be based on the following breakdown:

   a) 10 percent is Fixed;
   b) 15 percent is Value Related
   c) 75 percent is Time Related.

14. The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
C2.2 BILL OF QUANTITIES

Use this page as a cover page to the Contractor’s Bill of Quantities.

1) Tenderers are to ensure that adequate provision for the health and safety measures have been made and provided detailed breakdown in the Bill of Quantities, as required by the Department of Labour.

2) The PDF/original format Bill of Quantities must be populated by hand in black ink and will be the document used for evaluation purposes.

3) Tenderers are also required to electronically populate the Excel format and add to the required Flash Drive with your submission. This will be used to support verification of pricing errors.

I, ______________________________________ of ______________________________________,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to requirements as set out in C2.2 and warrant that the documents submitted are true and accurate.

_________________________________________  ______________________________
(Signature) (Date)
BILL OF QUANTITIES FOR PHEMBISIZWE HIGH SCHOOL
### MAIN SUMMARY PAGE

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SCHOOL NAME</th>
<th>AMOUNT (INCL VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PHEMBISIZWE HIGH SCHOOL</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL TO BE CARRIED FORWARD TO FORM OF OFFER</td>
<td></td>
</tr>
</tbody>
</table>
C2.3 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES BY TENDERER

Subject to condition stated in Tender Data:

Use this page as a cover page to the Amendments, Qualifications and Alternatives by Tenderer.
### PART 3: SCOPE OF WORK

<table>
<thead>
<tr>
<th>Document reference</th>
<th>Title</th>
<th>No of pages</th>
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<tr>
<td>C3.1</td>
<td>Project Specifications</td>
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<td>C3.2</td>
<td>Particular Specifications</td>
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<td>Drawings</td>
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Contents

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2. PROCUREMENT ......................................................................................... 37
3. CONSTRUCTION .................................................................................... 37
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4. MANAGEMENT ....................................................................................... 38
C3.1 PROJECT SPECIFICATIONS

1. DESCRIPTION OF THE WORKS

1.1. Employer’s objectives

The Employer’s objectives are to deliver public infrastructure using labour-intensive methods where possible as required by the Expanded Public Works Programme to provide temporary employment opportunities to local unemployed people and to provide training or skills development to these locally employed workers.

1.2. Overview of the works

The KwaZulu-Natal Department of Education has an objective to provide sustainable public infrastructure that meets the demands, improve accessibility and improve the quality of life.

1.3. Extent of the works

The Works to be carried out by the Contractor under this Contract comprise mainly the following:

<table>
<thead>
<tr>
<th>Work Package</th>
<th>Project Description</th>
<th>Scope</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>AS DETAILED UNDER C1.2.2 CLAUSE 42.2.1</td>
<td></td>
</tr>
</tbody>
</table>

Services

Before any work commences, the Contractor shall contact all private owners or public authorities controlling services so that they may, either protect, move or relocate any service as required, or confirm that all such work has been completed.

Payment will not be made for any inconvenience caused to the Contractor in regard to any services crossing the site or any authority working on or relocating any such services, nor will any delays caused by such work or relocation be accepted as a basis for claiming an extension of time for completing the works.

All known existing services and those services which require relocation and protection, are shown on the services plans. The Contractor's attention is drawn to the fact that such services information is based on information supplied by others, and the accuracy and completeness of this information has not been confirmed. The Contractor will therefore be required to proceed with extreme caution in order to avoid damage to existing services. Before commencing any work in the vicinity of services, the Contractor shall contact the relevant service authorities for assistance in locating the exact position of the services and where necessary the Contractor shall accurately locate the services by careful hand excavation.

In general, the Engineer may call upon the Contractor to re-excavate trenches previously dug and backfilled by others where in the opinion of the Engineer such work is necessary to ensure the stability of any other works over such trenches. This in no way relieves the Contractor of his responsibilities in terms of the works.

Accommodation of Traffic

The Contractor is to liaise with the KwaZulu-Natal Provincial Department of Transport (for provincial roads) and the Local Municipality (for municipal roads) with regards to any temporary road closures as required during this contract.
Accommodation of traffic during construction shall be undertaken to the requirements and details provided by the Engineer.

Coordination with Other contractors

Other contractors, who are engaged in the construction of similar works, could be working within the sites of the Contractor. The Contractor will be required to provide all necessary assistance to them, and to liaise with them in respect of their programme in order to avoid any delays to either contract. See clause 5.6.6 of the Contract Data.

Temporary Works and Traffic Accommodation

As the Works are to be constructed within a built up urban area, the Contractor will be required to carry out all temporary works that will be necessary to maintain the flow of traffic and to ensure that pedestrian and vehicular access is maintained to local residential buildings and businesses.

Setting Out of Works

Whilst surveys have been carried out of the site, and the designs based on such surveys, it is the responsibility of the Contractor to recheck all the benchmarks and protect the benchmarks from damage at the start of the contract. It is the Contractor’s responsibility to set out the Works and any discrepancies in the design or setting out shall be identified and brought to the attention of the Engineer promptly so they can be corrected before any abortive expenditure is incurred.

1.4. Location of the works

The Works to be constructed are located in the area of jurisdiction of the Pinetown District Municipality.

1.5. Temporary works

As the Works are to be constructed within a built up urban area, the Contractor will be required to carry out all temporary works that will be necessary to maintain the flow of traffic and to ensure that pedestrian and vehicular access is maintained to local residential buildings and businesses.

Refer to Bill of Quantities.

1.6. Occupational Health And Safety

The contractor needs to comply with the following legal requirements:

- DBSA Occupational Health and Safety Baseline Specification;
- DBSA Baseline Risk Assessment;
- DBSA Safety, Health, Environment and Quality Policy.
2. PROCUREMENT

2.1. Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

3. CONSTRUCTION

3.1. Applicable SANS 2001 standards for construction works

The following parts of SANS 2001 Construction works standards and associated specification data are applicable to the works:

1) SANS 2001BE1
2) SANS 2001BS1
3) SANS 2001CC2
4) SANS 2001CG1
5) SANS 2001CM1
6) SANS 2001CS1
7) SANS 2001CT2
8) SANS 2001DP1
9) SANS 2001DP2
10) SANS 2001DP3
11) SANS 2001DP4
12) SANS 2001DP5
13) SANS 2001DP6
14) SANS 2001EM1

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

3.2. Applicable national and international standards

- Standardized Specifications for Civil Engineering Construction SANS 1200
- The National Building Regulations SABS0400
- Construction and Management Requirements for Works Contracts SANS1921-1
- Targeted Construction Procurement SANS1914-4
C3.2 PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to this contract and are separately bound in hereafter as Annexures A and B.

<table>
<thead>
<tr>
<th>PARTICULAR SPECIFICATION</th>
<th>PAGE NO.</th>
</tr>
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<tbody>
<tr>
<td>POHS : HEALTH AND SAFETY BASELINE SPECIFICATIONS</td>
<td>Annexure A</td>
</tr>
<tr>
<td>B/RA : BASELINE RISK ASSESSMENT</td>
<td>Annexure B</td>
</tr>
<tr>
<td>SHEQ POL: SHEQ POLICY</td>
<td>Annexure C</td>
</tr>
<tr>
<td>(which are obtainable on:</td>
<td></td>
</tr>
</tbody>
</table>
C3.3 DRAWINGS

List of applicable Drawings for New Buildings are attached to the tender:
## PART 4: SITE INFORMATION

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<td>C4.1</td>
<td>Site Layout for all Schools</td>
<td>1</td>
</tr>
<tr>
<td>C4.2</td>
<td>Information &amp; Map</td>
<td>1</td>
</tr>
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<td>3</td>
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</table>

The Contract

VOLUME 3 OF 3
JBCC
CONTRACT

Tender No. RFP038/2020
REPAIRS AND RENOVATIONS TO PHEMBISIZWE HIGH SCHOOL UNDER THE PINETOWN DISTRICT FOR KZN DOE

EDU200003-C030W-30-TDR-0003-REV 01

Volume 3 of 3
The Contract

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C4.1 SITE LAYOUT

NB: Please ignore the dimensions on the layout above. The bidder’s Professional Team must re-measure the site before pricing.
### C4.2 INFORMATION & MAP

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<th>ITEM</th>
<th>CLUSTER SIX SCHOOL NAMES</th>
<th>LATITUDE</th>
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<tbody>
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